## Madhya Pradesh Sate Cooperative Dairy Federation Limited

**Carrying out the job of Wall Painting, Parlour Painting & Shutter Painting – JDS**

**A - Eligibility and Qualification Requirements:**

**The bidders must meet the following minimum qualifying criteria:**

| No. | Criteria | Requirements/Document |
|---|---|---|
| 01. | The Bidder, in the same name and style, should be in business at least for **three years** at the time of bid opening. In case of change of name of bidder by merger / acquisition / change in status, the bidder may be eligible based on the documentary evidence. | Certificate of Incorporation/ Proof of registration of the firm being three years old or more must be uploaded. |
| 02. | The Bidder should have valid registration under various Acts that may be applicable for the contract proposed. This shall include but not limited to Income Tax, GST etc. | Submit scanned copy of GST Registration Certificate and PAN Card |
| 03. | The Bidder's Financial Turnover in the same name and style in each of the last three financial years ending 31st March (i.e. FY 2023-24, FY 2024-25 & FY 2025-26) shall be not less than **Rs. 5,00,000.00** (Rupees Five Lakh). | The bidder should submit the Turnover certificate from CA firm / audited financial statements. |
| 04. | The bidder should have successfully executed PO(s)/contract(s) of similar nature of works (branding, advertising, outdoor promotion, printing, and/or fabrication works) during the last three years ending last day of the month previous to the month in which technical bid is opened. | Please submit, submit copies of relevant Purchase Orders (POs), along with corresponding completion certificates and/or invoices, as proof of experience, as applicable. |
| 05. | 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. |

Even though the bidder meets the above specified criteria, it may be disqualified if it has:

Made untrue or false declaration and/or

I. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion or financial failure etc.

## B - Scope of work, Technical Specifications, Terms and Conditions

### 1 Schedule of Requirement

| Sr. No. | Material Name | Unit | Jabalpur | Rewa | Chindwara | JDS Total |
|---|---|---|---|---|---|---|
| 1 | Wall Painting | Sq. Ft. | 5,000 | 3,000 | 3,000 | 11,000 |
| 2 | Shutter Painting | Sq. Ft. | 5000 | 2000 | 2000 | 9000 |
| 3 | Parlour Painting | Parlour | 45 | 20 | 15 | 80 |

### 2. Technical Specification

| Sr. | Material/Activity | Technical Specification |
|---|---|---|
| 1 | Wall/Shutter Painting | a) Oil-based painting on walls as per approved design and location list.<br>b) The Design is multicolor, surface has to be cleaned and shall be painted with 2 coat primer base and 2 coat base colour painting as per the design shared.<br>c) The letter and logo should be drawn with stencil.<br>d) One-year colour-fading warranty shall apply.<br>e) Design and sizes shall be provided/approved by MPCDF. |
| 2 | Parlour Painting | a) Oil-based painting using Asian Paints, Berger or Nerolac or equivalent approved paint, with one-year colour-fading warranty. |

### 3.General Condition: -

1. Quoted rates for all items shall be inclusive of fabrication, printing, transportation, labour, loading, unloading, surface preparation, installation, mounting hardware and all incidental charges required for satisfactory completion of the work. No additional payment towards transportation, mobilisation, distance or location-specific charges shall be admissible.
2. Artwork/design shall be provided by MPCDF, final PO shall be released from MPCDF.
3. The schedule of delivery/work shall be given by Milk unions to their respective vendors.
4. No fabrication, printing or execution shall commence without prior approval of the final artwork/design by MPCDF/Union.
5. The contractor shall replace or rectify any damaged, defective or poor-quality material/workmanship covered by the applicable warranty period at no additional cost.
6. Geo-tagged photographs of completed work shall be submitted along with the bill for verification and record.

7. Joint Measurement Sheet (JMS) shall be prepared jointly by the Bidder/Contractor and the authorized representative of the concerned Milk Union for the work executed. The duly signed Joint Measurement Sheet shall be submitted along with each bill/invoice for verification and processing of payment.
8. All work shall be executed within the operational areas of **Jabalpur Milk Union**. The contractor shall verify site conditions before execution wherever required.
9. Any material supplied or work executed by the Contractor that does not conform to the approved specifications, approved artwork, quality requirements, or instructions of the Milk Union may be rejected. The Contractor shall, at its own cost and without any additional financial liability to the Milk Union, replace the rejected material and/or rectify/re-execute the defective work within the time specified by the Milk Union
10. Where a one-year warranty is specified, the warranty period shall commence from the date of satisfactory completion/acceptance of the respective work unless otherwise specified in the tender conditions.
11. **Wall painting and shutter painting works shall be completed within 3 months from the date of issuance of the Purchase Order (PO).**

## 4. Measurement, Billing and Rate Basis

1. Wall Painting and Shutter Painting shall be measured in square feet based on the actual approved painted area, subject to the tendered/approved quantities.
2. Items specified in numbers shall be measured by the number of completed and accepted units.
3. Parlour Painting shall be measured by the number of parlours/vehicles completed and accepted.
4. The bidder shall quote a unit rate against each applicable item in the Price Bid/BOQ. Items where unit of measurement is in numbers and also measure in other unit as well (e.g sq.ft in Dealer Board), vendor can submit the rate in other union as well (e,g for dealer board, vendor can submit the rate in Nos as well as in sq.ft).
5. Rates shall include all costs stated under the General Conditions.
6. The final invoice along with all supporting document shall be submitted to MPCDF after verification from Milk Union. The payment shall be realised by MPCDF.
7. **Part Payment:** Part payment can be released against the work executed from time to time, subject to satisfactory completion and joint measurement of the executed work by the Bidder/Contractor and the authorized representative of the concerned Milk Union. The duly signed Joint Measurement Sheet (JMS) and corresponding bill/invoice shall be submitted by the Bidder/Contractor for verification and processing of payment. Payment shall be made only for the quantity of work actually executed and duly certified by the authorized representative of the Milk Union. The total amount of all items shall not exceed the total approved rate.

## 5.Other Requirement

1. The bidder should have Ability to execute the work simultaneously across Jabalpur, Rewa and Chhindwara
2. The bidder should have Ability to handle painting, boards, flex, danglers, glow signs, vehicle branding, etc
3. The bidder should have Ability to fabricate and install boards, stands, glow signs, etc
4. The bidder should have ability to meet the specifications and approved artwork (successful bidder to submit samples of each item except wall painting). (pictures of wall painting to be submitted for verification)

### 5.List of location (wall Painting)

| S no | Milk Union | Location | Proposed Sq ft |
|---|---|---|---|
| 1 | Jabalpur Milk Union | Jabalpur | 5000 |
| 2 | Jabalpur Milk Union | Rewa | 3000 |
| 3 | Jabalpur Milk Union | Chhindwara | 3000 |

### 6.List of location (shutter Painting)

| S no | Milk Union | Location | Proposed Sq ft |
|---|---|---|---|
| 1 | Jabalpur Milk Union | Jabalpur | 5000 |
| 2 | Jabalpur Milk Union | Rewa | 2000 |
| 3 | Jabalpur Milk Union | Chhindwara | 2000 |

### 7.List of location (Parlour Painting)

| S no | Milk Union | Location | Number of Parlour |
|---|---|---|---|
| 1 | Jabalpur Milk Union | Jabalpur | 45 |
| 2 | Jabalpur Milk Union | Rewa | 20 |
| 3 | Jabalpur Milk Union | Chhindwara | 15 |

**Wall Painting**

**Vehicle Vinyl (Design 1)**

**Vehicle Vinyl (Design 2)**

साँची
Sanchi

स्वाद, सेहत, साँची। स्वाद, सेहत, साँची।

# EMD Submission Details

Members are requested to deposit the Earnest Money Deposit (EMD) of **Rs 15,000** directly into their respective Escrow Accounts provided by NCDFI. The Escrow account details can be accessed through the registration portal (Link: https://registration.ncdfiemarket.com/).

After depositing the EMD, please confirm the same by emailing **etenders@ncdfiemarket.com**, along with the UTR details and the relevant tender reference against which the EMD has been deposited.

**Transaction Fees and TDS:**
a) As the bidding is processed through the NCDFI Portal, the awardee vendor must pay: i. Transaction Fee - 0.40% of the contract value (+ applicable GST). ii. TDS u/s 194/O - 0.10% of the contract value.
b) Any adjustments in transaction fees and TDS based on the final contract value must be paid promptly or will be adjusted against the EMD amount deposited.

For any clarification or support regarding the Escrow account, you may contact

Janvi Patel - 99786 03225
Abhinav Ramsinghani - 84888 31064

# 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 bidders/firms for the following 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 15,000** (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, 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, the successful bidder is required to deposit Security Deposit (SD) (Performance Security) @ **5%** of the contact value with MPCDF, 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 MPCDF) to the MPCDF. 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 (overall lowest offer basis).

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 DELIVERY / COMPLETION PERIOD

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

5.2 The supplier will supply the items / execute the job against the Purchase Order issued on free delivery at site basis.

## 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 packing and forwarding, transportation, transit insurance, unloading and all other local costs incidental for delivery to their final destination, storage insurance (if asked for) and safe custody at recipient's place (If asked for), including GST/ Duties /Tax 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 INSPECTION, TESTS & REJECTION

7.1 **Inspection** - On placement of order, if required by the purchaser, the goods/equipment under the purview of supply should be inspected by the supplier's own technical experts at the supplier's works and such inspection report should be forwarded to MPCDF in triplicate. However, MPCDF/Union/Purchaser reserves its right to inspect at any stage of fabrication/manufacture of the equipment/material. The supplier should intimate the purchaser without fail, when the goods/equipment is ready for inspection including the stage wise inspection. The supplier should not proceed with further manufacture and/or despatch of goods/equipment, without obtaining a clearance certificate from MPCDF/Union/Purchaser. The supplier should forward to MPCDF/Union/Purchaser the Test Certificates, wherever applicable, obtained from concerned authorities/ principal manufacturers either regarding quality or any other details of the items utilised in the process of manufacture/fabrication

7.2 **Rejection :** MPCDF/Union/Purchaser reserves the right to reject the goods either in full or in part, if at the time of delivery, it is noticed that the goods supplied do not conform to the specifications/ description given in the purchase order.

7.3 The rejections, if any, will be intimated to the supplier in writing within a reasonable time. The supplier will be liable and responsible to repair/ replace the rejected goods within the original delivery period. No extra payment shall be made for such replacement to the supplier/ contractor for freight, unloading and insurance etc. Till the repair/ replacement is made, the rejected goods shall be lying at supplier's risk, cost and responsibility.

7.4 If the supplier does not arrange to repair/ replace the rejected goods within the original delivery period, MPCDF/Union/Purchaser may dispose off such goods at supplier's risk and in the manner MPCDF/Union/Purchaser thinks fit.

7.5 MPCDF/Union/Purchaser shall be at liberty to purchase the quantity of items

rejected from other parties without giving any notice and at supplier's risk & cost and recover the additional expenditure, if any, from any of the outstanding dues of the supplier/ contractor. MPCDF/Union/Purchaser shall be entitled to recover the expenses made by MPCDF/Union/Purchaser on storage and handling of such rejected goods till the goods are removed from MPCDF/Union/Purchaser premises/ stores.

7.6 Any loss/ damages / Insurance for the material during Transit will be to the account of supplier only.

**8 WARRANTY**

8.1 If Warranty is clearly specified/defined in the Technical requirement/ Scope of work, the supplier/contractor shall provide warranty for the period and in accordance with the terms specified therein.

8.2 If Warranty is not clearly specified/defined in Technical Requirement / Scope of work, the supplier/ contractor must provide a warranty for a period of minimum 12 calendar months from the date of commissioning of equipment for the satisfactory performance of the supplied equipment according to the designed/ rated/ installed capacity or any other norms fixed by MPCDF/Union/Purchaser. If the equipment remains out of order during this period, the warranty will be accordingly extended by period the equipment was out of order due to non-repair by the supplier/ contractor.

**9 SUBMISSION OF BILLS & PAYMENT**

9.1 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.

9.2 **Terms and Mode of Payment:**

- The 95% payment shall be released within 30 days against satisfactory completion of the work and against submission of original invoice & delivery challan. Union/Location wise part payment shall also be released by MPCDF.
- Balance 5 % payment shall be released within 30 days after completion of warranty/ defect liability period **OR** against the submission of Bank Guarantee (as per MPCDF approved format) /DD of the same amount valid till warranty period/ defect liability period plus 30 days.

*NOTE: The payment shall be released after receipt of duplicate copy of PO duly accepted, contract agreement, if applicable.*

**10 INSURANCE:**

10.1 In case where the purchase order is placed on "free delivery at site" basis, no insurance premium will be paid by the Purchaser. In such a case, all required insurance policies (Transit risk insurance policy, storage insurance policy, All risk policy, Workmen Compensation policy, Third Party insurance etc.) may be obtained by the supplier/ contractor to safeguard their own interests and to protect the material against transit hazards, storage (at Site) for damage/ loss.

**11 LIQUIDATED DAMAGES**

11.1 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 | Upto 15 days | 1% of cost of delayed items |
| 02 | Between 16 to 30 days | 2% of cost of delayed items |
| 03 | After 30 days | 5% of cost of delayed items |

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.

**12 Termination of Contract:**

12.1 **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.

12.2 **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.

## 13 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.

## 14 FORCE MAJEURE:

The terms and conditions mutually agreed upon shall be subject to Force Majeure Clause. Neither the supplier/ contractor nor MPCDF/Union/Purchaser 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.

**15 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.

**16 JURISDICTION**:

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

**17 OTHER TERMS:**

17.1 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.

17.2 Deviations in commercial terms and conditions of the bid are not permitted.

17.3 The Bidder should mention the HSN/ SAC Code of each item alongwith their offer.

17.4 The bids/offers shall be evaluated on the basis of the overall lowest evaluated offer (L-1), considering the total value of all items included in the Schedule of Requirement/BOQ.

17.5 GST TDS as per section 51 of CGST Act 2017 will be deducted, if applicable.

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**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 _____, 2026 between _____ *[name and address of the Purchaser],* (hereinafter called Principal") of the one part and _____ *[name and address of the Successful Bidder/Supplier]* (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 Purchase Order/ Work Order), 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 Purchaser Order/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 enquiry/tender) and to remedy defects therein in conformity in all respects with the provisions of the Purchase Order /Work Order /Rate Contract given by the Principal and Bidding Document.

4. The MPCDF hereby covenants to pay the Contractor, in consideration of undertaking the work (as per the enquiry/tender) and the remedying of defects therein, the contract Price or such other sum as may become payable under the provisions of the Purchase Order/Work Order at the times and in the manner prescribed in the Purchase Order/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

Authorized Signatory
MPCDF

In the presence of:
Witness

1) Signature

Name
Address

2) Signature

Name
Address

Signed, Sealed and Delivered by
the said

Authorized Signatory
(For the Contractor)

In the presence of:
Witness

1) Signature

Name
Address

2) Signature

Name
Address

# (Form of Bank Guarantee – 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 PO/ 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 guarantee]* _____ *[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
_____