

**GENERAL TERMS & CONDITIONS FOR PURCHASE**  
**MADHYA PRADESH STATE COOPERATIVE DAIRY FEDERATION LIMITED**  
**(MPCDF).**

Madhya Pradesh State Cooperative Dairy Federation Ltd. (MPCDF) having its office at Bhopal, Madhya Pradesh on behalf of its affiliated Co-operative Milk Unions *invites* "Online bids" from reputed Manufacturers (OEM)/dealers.

**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 4,00,000** (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 The EMD deposited by the unsuccessful bidders shall be refunded to their Escrow Accounts maintained with NCDFI eMarket after conclusion of the tender.
- 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 Milk Union, 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 Milk Union), the successful bidder is required to deposit Security Deposit (SD) (Performance Security) **@ 5% of the contact value** with respective Milk Union, 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 Milk Union) to the respective Milk Union. 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 **per Nos/lot** for free delivery at respective Milk Union. The bidder shall bid for the entire quantity for the Goods.

2.3 The prices quoted should be on free delivery at site basis inclusive of all taxes and duties, packing and forwarding charges, freight, insurance etc. for delivery up to Delivery location (As mentioned Auction Notice) 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 to MPCDF the respective Milk Union will award the Purchase Order (PO) to the L1 bidder within 30 working days after the rate approval.

3.2 **Signing of Contract** - Within 30 days from the receipt of the Purchase 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**

- 5.1 The supplier will supply the items/materials against the purchase orders issued on free delivery at site basis.
- 5.2 Delivery / Completion Period – **Supply within 4 weeks** from the date of issuance of Purchase Order, at respective Milk Union.

#### **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.
- 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, 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/respective Milk Union in triplicate. However, MPCDF/respective Milk Union reserves its right to inspect at any stage of fabrication/manufacture of the equipment/material. The supplier should intimate the respective Milk Union 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 respective Milk Union. The supplier should forward to respective Milk Union 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:** Respective Milk Union 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, respective Milk Union may dispose off such goods at supplier's risk and in the manner Respective Milk Union thinks fit.
- 7.5 Respective Milk Union 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. Respective Milk Union shall be entitled to recover the expenses made by Milk Union on storage and handling of such rejected goods till the goods are removed from Union 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 The supplier/ contractor must provide **onsite warranty for a minimum period of minimum 12 calendar months**, as per OEM, 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 /respective Milk Union. 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 of Payment:**

100% payment shall be released within 30 days against safe receipt, acceptance of delivered goods at site and 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).**

**The bank guarantee for Performance Security should be in the pro-forma prescribed and from a Scheduled Public Sector Bank(s) or Scheduled Private Sector Bank(s) or Scheduled Foreign Bank(s) as notified by RBI. The performance/retention bank guarantees should be valid till warranty period plus 2 months claim period.**

## 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 the cost of delayed Goods (Set)/ Services
02	Between 16 to 30 days	2% of cost of delayed Goods (Set)/ Services
03	After 30 days	5% of cost of delayed Goods (Set)/ Services

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, pursuant to Clause **12.1(a)**, 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/Milk Union 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

### **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 /respective Milk Union 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 be 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 **Qty variation:** MPCDF/ Milk Union reserves the right to increase or decrease the quantity to be ordered up to **15%** of tendered quantity at the time of issuance of the Purchase Order.



## 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 respective Milk Union*], (hereinafter called Principal”) of the one part and \_\_\_\_\_ (hereinafter called “the Contractor”) of the other part:

WHEREAS Madhya Pradesh State Cooperative Dairy Federation Ltd. on behalf of Milk Union(s) 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 undertaking of 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 and in Section II & Section IV in 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 in Section III, IV and VII in the above referred Bidding Document:
  - c. The terms and conditions 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 Work Order given by the Principal and Bidding Document.
4. The Union 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  
Name of Milk Union

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 Performance Bank Guarantee - Security Deposit)

(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/ respective Milk Union]

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 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.) 60 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 \_\_\_\_\_

## **Deep Freezer Specifications Capacity ( 100, 200, 320 and 410 Ltrs.)**

Make	Voltas/Blue star/Elanpro/MarkEn /Rockwell / ICE MAKE
Power	230V/50HZ/1Ph
Temperature Range	+6°C to -24°C
Temperature Display	Digital
Door Type	Hard Top
Star rating	4- star or 5 star Energy rating
Power Supply	230V +/- 10% /50Hz/1Ph
Light inside	Yes
Branding	Yes (Necessary art work for Sanchi Brand design will be provided to successful bidder )
Warranty	At least 1 years onsite warranty and as per OEM
Material Insulating (Cabinet and lid)	PUF, not less than 70 mm
Lock	Yes
Castors	Roller Casto wheel-4Nos. Minimum
Thermostat	+6°C to -24°C
Power Cord	3 Pin , 16Amps with 3 core wire
Shelves/Baskets	2Nos (Soft PVC)
Other Accessories	Standard as per OEM
Testing	Trial after supply as per MU schedule
Refrigerant	R-290/ R-134 A or latest



<b>Deep Freezer</b>					
<b>Capacity</b>	<b>Bhopal</b>	<b>Indore</b>	<b>Ujjain</b>	<b>Sagar</b>	
Upto 100 Ltr	1	0	0	0	<b>1</b>
Upto 200 Ltr	5	0	20	0	<b>25</b>
Upto 320 Ltr	50	100	100	30	<b>280</b>
Upto 410 Ltr	30	30	5	0	<b>65</b>
	<b>86</b>	<b>130</b>	<b>125</b>	<b>30</b>	

### **Eligibility Requirement**

The bidder shall be considered eligible only if the bidder meets all the following minimum qualifying criteria.

<b>Sr. No.</b>	<b>Clause Description</b>	<b>Supporting document to be submitted</b>
1	The Bidder must be a manufacturer or authorized by manufacturer for supplying the quoted goods.	If manufacturer, please submit scanned copy of manufacturing licence / udyog Aadhar etc.,  If not, then manufacturer's authorization to be submitted.
2	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.
3	The bidder should be in existence for three years or more on the date of bid submission.	Proof of registration of the firm being three years old or more must be uploaded.
4	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.80,00,000.</b>	The bidder should submit the Turnover certificate from CA firm / audited financial statements.
5	The bidder shall be considered eligible only if the bidder possesses experience of supply of item of similar nature <b>in dairy industry.</b>	Copies of purchase order(s), completion certificate or tax invoices, sealed and signed by competent authority should be submitted by the bidder.
6	<b>Other documents to be submitted</b>	Submit scanned copy of GST Registration Certificate and PAN Card