



Madhya Pradesh State Cooperative Dairy Federation Limited

Supply & installation of 7 No. Desktop Computers at MPCDF, Bhopal, M.P.

A - Eligibility and Qualification Requirements:

The bidders must meet the following minimum qualifying criteria:

No.	Criteria	Requirements/Document
01.	Bidder must be a manufacturer or authorized dealer /distributor /retailer/ partner	Please ensure to submit related Declaration/ Certificate
02.	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.
03.	The Bidder, in the same name and style, should be in business at least for last five years at 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 / shop and establishment registration (Gumasta License) / partnership deed / related registration documents
04.	The Bidder in the same name and style shall have successfully executed / completed contracts of similar nature (Supply & Installation of similar item) during the last five years ending last day of the month previous to the month in which bid is opened.	Please submit, copy of Purchase Orders and corresponding invoices/delivery challans/completion certificates, as applicable.
05.	OEM must have a local service facility in M.P. staffed with trained engineers to provide breakdown / maintenance /repair services within 24 to 48 hours of complaint.	Please provide address/ mobile/ email of support service setup located in M.P. (nearest to Bhopal).
05.	Other documents to be submitted	Submit scanned copy of GST Registration Certificate and PAN Card

B - Terms and Conditions

- 1 Bidder must submit **technical compliance statement** along with technical offer.
- 2 Only new item to be supplied.

C – Technical Specification

Supply & Installation of Computer - Desktop with UPS at MPCDF Bhopal		
MAKE:	HP/ACER/DELL	Compliance YES/NO
Computer Hardware And Software	Models of PC offered should be of Enterprise/Business Class Desktop PC (OEM).	
Processor	14th Generation or above Intel® Core™ i3 processor or higher Processor	
Form Factor	Generic Tower Model (13.1 to 26 Litres) Generic CPU cabinet compatible with Motherboard & SMPS of different make.	
Chipset	Intel Chipset supporting the above processor	
Memory	16 GB DDR4/5 RAM	
Internal Storage	512 GB SSD storage	
Graphics	Integrated graphics Intel® UHD Graphics 770 or higher	
Audio	Integrated high definition audio	
Network	10/100/1000 Mbps Gigabit Ethernet;	
Display Monitor	Monitor 21" or above	
Input Devices	USB standard Keyboard and USB Optical 2 button Scroll Mouse with Pad	
Ports & Connectors	1 HDMI Port 1.4, 1 Microphone/Headphone jack combo, 1 RJ45 Port	
USB Ports	USB 3.0 Ports (Min. two on front/Side and two on rear side)	
Operating System	Genuine Licensed Windows 11 Professional (with certificate) / OEM Preinstalled Windows 11 Professional (verifiable from OEM Website)	
Warrantee obligation	Minimum 3 years comprehensive onsite warranty on Desktop PC	
UPS 650 VA	650 VA UPS (Microtek/Luminous/APC)	

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:

Supply & Installation of Desktop Computer at MPCDF, Bhopal, M.P. – 7 No.**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. 12,000** (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 COMPLETION PERIOD

- 5.1 Supply & installation – within 45 days from the date of issuance of the Purchase Order.

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:

- 95% payment shall be released within 30 days against submission of original invoice & after satisfactory completion of job (supply & installation).
- Balance 5 % payment shall be released within 30 days after completion of warranty period **OR** against the submission of Bank Guarantee/DD of the same amount valid till warranty period plus 30 days.

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

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	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.

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 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.

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.
- 14.2 Deviations in commercial terms and conditions of the bid are not permitted.
- 14.3 The Bidder should mention the HSN/ SAC Code of each item alongwith their offer.
- 14.4 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.
- 14.5 GST TDS as per section 51 of CGST Act 2017 will be deducted, if applicable.

EMD Submission Details

Members are requested to deposit the **Earnest Money Deposit (EMD) of Rs 12,000** 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 (NCDFI) - 99786 03225