

RFP No. MPBCDC/GM/Admin/IT/Nov/2025

Dated: 22/11/2025

**Mahatma Phule Backward Class Development Corporation
Ltd (MPBCDC LTD.)
(Govt. of Maharashtra Undertaking)**



**SOCIAL JUSTICE AND SPECIAL ASSISTANCE DEPARTMENT
GOVT. OF MAHARASHTRA**

Request for Proposal (RFP) for Procurement of Laptops, Desktops, and Scanner

**Mode of Tender - Open and e-Tender System Online submission of through
<https://mahatenders.gov.in>**

**To be submitted before
3:00 PM on 01/12/2025**

**Addressed to:
General Manager, Projects & Administration
Mahatma Phule Backward Class Development Corporation Ltd.
14A/14B, First Floor, Mittal Chambers, 228, Nariman Point, Mumbai 400021.
Email: dgm.admin@mpbcdc.in / it.engineer@mpbcdc.in**

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Disclaimer

The information contained in this RFP document or subsequently provided to Applicants (Firms), whether verbally or in documentary or any other form by or on behalf of Mahatma Phule Backward Class Development Corporation (hereinafter referred to as MPBCDC LTD. Authority) or any of its employees or advisers/ consultants, is provided to bidder on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

1. This document is not an agreement and is not an offer by the Authority (MPBCDC LTD.) to the prospective Bidder(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. The information contained in the RFP may not be complete, accurate, adequate, or correct. Each Consultant / bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability, and completeness of the information contained in this RFP and obtain independent advice from appropriate sources.

2. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the RFP. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

3. This RFP may not be appropriate for all persons, and it is not possible for MPBCDC LTD. and its employees, advisors, consultants to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP may not be complete, accurate, adequate, or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

4. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The MPBCDC LTD. accepts no responsibility for the accuracy or otherwise for any interpretation or opinion of the law expressed herewith.

5. MPBCDC LTD. and its employees, advisors / consultants make no representation or warranty on anything contained ability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway in this Selection Process.

6. MPBCDC LTD. also accepts no liability of any nature whether resulting from negligence or otherwise caused arising from reliance of any Consultant/bidder upon the statements contained in this RFP.

7. MPBCDC LTD. may in its absolute discretion, but without being under any obligation

to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

8. The Authority and its employees shall have no liability to any person, including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost, or expenses which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness, or reliability of the RFP.

9. The issue of this RFP does not imply that the Authority is bound to select a bidder or to appoint the selected bidder for the assignment and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reasons whatsoever.

RFP DOCUMENT NO: MPBCDC/GM/Admin/IT/Nov/2025

**MAHATMA PHULE BACKWARD CLASS DEVELOPMENT
CORPORATION LIMITED**

(Govt of Maharashtra Undertaking)

Request for Proposal (RFP) for Appointment of supplier (Vendor/OEM) for procurement of Laptops, Desktops, and Scanner at its head office and all Regional and District Offices of MPBCDC (42 offices across Maharashtra).

The **Mahatma Phule Backward Class Development Corporation Ltd. (MPBCDC)**, established in 1978 under the Department of Social Justice and Special Assistance, Government of Maharashtra, implements various financial and welfare schemes to improve the standard of living of the backward class communities in the State by facilitating employment and self-employment opportunities. These include Self-Employment Loan Schemes, Educational Loan Schemes, and other financial assistance programmes.

In line with the recent directive and to ensure standardization, uniformity, and efficient data management in its operations, **MPBCDC intends to appoint a supplier (Vendor/OEM) for procurement of Laptops, Desktops, and Scanner at its head office and all Regional and District Offices of MPBCDC (42 offices across Maharashtra).**

This Request for Proposal (RFP) is aimed at selecting a professional supplier with experience in supplying high quality Laptops, Desktops and Scanners for official use.

The selected agency will be responsible for ensuring uniformity, quality, and high performing machines. The objective is to improve efficiency of MPBCDC's employees in addition to data management and securing MPBCDC's valuable information.

MPBCDC Ltd. now invites sealed proposals from experienced and reputed Suppliers/Firms/Agencies for this assignment. Interested agencies may obtain the RFP document from **22/11/2025 to 01/12/2025 up to 15:00 hours**. The **last date for submission** is **01/12/2025 at 15:00 hours**. Detailed RFP and submission guidelines can be viewed on the official website: <https://mahatenders.gov.in>

General Manager (Admin)

MPBCDC Ltd.

SECTION – I

DETAILED INVITATION TO OFFER NOTICE

1.1 Notice Inviting Tender

Name of work	EMD Amount (Rs)	Period of Work	Tender Document Cost (Rs)
Appointment of supplier (Vendor/OEM) for procurement of Laptops, Desktops, and Scanner at its head office and all Regional and District Offices of MPBCDC (42 offices across Maharashtra).	₹4,50,000/-	1 month (from the date of work order)	₹ 11,800 (inclusive of GST)

This proposal is intended for the **selection of a qualified bidder for Appointment of supplier (Vendor/OEM) for procurement of Laptops, Desktops, and Scanner at its head office and all Regional and District Offices of MPBCDC (42 offices across Maharashtra)**. The objective is to improve efficiency of MPBCDC's employees in addition to data management and securing MPBCDC's valuable information.

1.2 Key Events & Dates

The time schedule for various bidding phases is given in the detailed RFP notice, which is also available on the website as part of the bid document.

S. No.	Particulars	Details
1	Tender Notice No	MPBCDC/GM/Admin/IT/ Nov/2025
2	Tender Name	Request for Proposal (RFP) for Procurement of Laptops, Desktop PC, Scanner.
3	Date of Issue	22/11/2025 3:00 PM
4	Pre-bid meeting	26/11/2025 03:00 PM online link JoinZoomMeeting https://zoom.us/j/94136473636?pwd=LZeKiDtCx7o8A1w9rgfGJqWcBvmSwP.1 MeetingID:94136473636 Passcode: 196080
6	Last date & time of submission of Bid (Technical & Commercial)	01/12/2025, 3:00 PM

7	Date & time of opening of Technical Bids	02/12/2025 ,4:00 PM (if possible)
8	Date & time of opening of Commercial Bids	Shall be communicated to technically qualified bidder(s)
9	Tender Mode	Open and e-Tender System online submission of through https://mahatenders.gov.in
10	Bid Validity	180 Days from last due date of offer submission (inc. extension, if any)
11	Delivery Period	30 Days from PO
12	Contact person for any clarification	DGM Admin/ IT Engineer 022-31218094 / 9767870850
13	e-mail Address	dgm.admin@mpbccdc.in / it.engineer@mpbccdc.in (Please quote the RFP No. in the Subject Line of the e-mail)
14	Website for RFP information	https://mahatenders.gov.in)

1.3 Instructions to Bidders

- To View-Tender Document, Notice, Detailed Time Schedule, Tender Document for any Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of Government of Maharashtra: <https://mahatenders.gov.in>
- Bidders should enroll themselves in <https://mahatenders.gov.in> (<https://mahatenders.gov.in/nicgep/app?component=%24WebHomeBorder.%24WebRightMenu.%24DirectLink&page=Home&service=direct&session=T>)
- Bidder should have **Class-3 Digital Signature** for the submission of Bids.
- To purchase a Class 3 digital signature online in India, you can visit websites like eMudhra, ID Sign, or Signyourdoc, which offer various options for individuals and organizations, including signing-only, encryption, and combo certificates with different validity periods. <https://emudhradigital.com/>
- For new bidders pls go through below video link for more details of enrollment <https://www.youtube.com/watch?v=JzU117fCSTk>
- If bidder facing Digital sign issue at the time enrollment or after login - <https://www.youtube.com/watch?v=njbZRuh-koM&list=PL2kwwg9QSaSkpCp1ItGgi4b5BNhTwNOLNo> or <https://www.youtube.com/watch?v=Z85aG4LpqtY>
- To search MPBCDC tenders Select Organization as "Social Justice and Special Assistance" Under its Sub-Department as "MAHATMA PHULE BACKWARD CLASS DEVELOPMENT CORPORATION".
- For new bidders kindly go through the Bidders Manual Kit <https://mahatenders.gov.in/nicgep/app?page=BiddersManualKit&service=page> particularly Registration of Bidders document.

9. For FAQ's pls go through <https://mahatenders.gov.in/nicgep/app?page=FAQFrontEnd&service=page>
10. For EMD and Tender fees payments Bidders who are required Internet banking facility only (No Debit/ Credit card, UPI or any other payment option is allowed).
11. For paying EMD and Tender Fees through Net Banking using other banks (Other than SBI Bank) we are requested to make online payment four days in advance.
12. From 15th August 2024 application fees of Rs 500 per bid shall be charged from the bidders by Government of Maharashtra.
13. For online Payment related issues, kindly send an email with Bank Reference Number to this email ID merchant@sbi.co.in for clarifications.
14. For any technical related queries please call at 24 x 7 Help Desk Numbers as below
120-4001, 0120-4001 005, 0120- 4493395
- International Bidders are requested to prefix 91 as country code
15. Email Support for any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority Technical - support-eproc@nic.in
16. MPBCDC shall not be liable for any postal delays whatsoever in receipt of RFP documents. RFP received after the stipulated date and time shall not be entertained.
17. MPBCDC will not be responsible for any cost or expenses incurred by the Applicant in connection with preparation or delivery of RFP.
18. MPBCDC reserves the right to negotiate with any or all, accept or reject any or all of the bids received or annul this process at any time without assigning any reason whatsoever.
19. All bidders are hereby cautioned that the e-TENDER containing any deviation from the contractual terms and conditions, and other requirements and CONDITIONAL e-TENDER shall be rejected.
20. Stretches against which Application(s) are received within due date (or any extension thereof) shall be deemed closed for evaluation. However, stretches against which no Application is received may be extended for Application submission and notification for the same shall be updated in website link mentioned.
21. MPBCDC reserves the right to negotiate (through single or multiple rounds of negotiations) the price/rate with any or short-listed or all the intending Applicant(s).
22. The unilaterally revised offer/rates received from the Applicants, after conclusion of the process of negotiations, shall not be entertained under any circumstances.
23. Conditional bids shall be rejected.

24. Canvassing in any form will automatically disqualify the respective offer/bids submitted.

SECTION – II

DEFINITIONS AND RFP DATA

DEFINITIONS:

2.1 MPBCDC:

MPBCDC shall mean the “MAHATMA PHULE BACKWARD CLASS DEVELOPMENT CORPORATION”, MUMBAI acting through its Managing Director.

The Headquarter of the MPBCDC is in Mumbai.

The functions and powers of the MPBCDC have been provided in the Memorandum of Association & Articles of Association. In general, it has been entrusted with the work of accelerating the economic upliftment of the economically weaker families belonging to the Backward.

2.2 REGISTERED ADDRESS FOR COMMUNICATION

MPBCDC LTD (A Govt. of Maharashtra Undertaking) 14A/14B, First Floor, Mittal Chambers, 228, Nariman Point, Mumbai 400 021.

2.3 WEBSITE:

Web Site means official web sites for e-tendering having following web addresses:
<https://mahatenders.gov.in>

2.4 APPLICANT: Bidder

Any Firm that is a partnership, proprietor, limited liability partnership (Bidder), Private Limited Company, or Public Limited company, and having experience of

2.5 EXECUTIVE DIRECTOR

Executive Director shall mean General Manager of MPBCDC Ltd.

2.6 COMPETENT AUTHORITY:

Competent Authority shall mean the Managing Director of MPBCDC Ltd.

2.7 BIDDER:

Bidder shall mean the registered firm who enters contract with the MPBCDC and shall include their executors, administrators, successors and submitted assignees.

2.8 CONTRACT:

Contract shall mean and include following documents.

RFP Document and information data submitted by bidder.

Related agreements as a part of this bid process

2.9 WORK:

Work shall mean the work to be executed in accordance with Scope of Work of Contract.

2.10 Backward Class

The term backward class for the purpose of this RFP shall include scheduled castes, tribes and any other disadvantaged class as notified by Government of Maharashtra from time to time

2.11 RFP Data at a Glance

S.No.	Particulars	Details
1	Name of work	e-Tender for Procurement of Laptops, Desktop, Printer, Scanner for its head office located at Mumbai as well as its regional offices located all over Maharashtra through Maha-Tenders
2.	Offer Document Cost (Rs.)	₹11,800 (inclusive of GST)
3.	Earnest Money Deposit	₹4,50,000/-
4.	Mode of payment Tender Document Cost, EMD, and Vendor Registration Fee.	Tender Document Cost, E.M.D and Vendor Registration Fee. amount shall be paid through E-payment gateway on website https://mahatenders.gov.in
5.	Performance Bank Guarantee (PBG)	@2% of contract/payable value in the form of BG
6.	Mode of Submission of RFP	RFP should be submitted online only https://mahatenders.gov.in
7.	Engagement Period	3 years
8.	Contact Details of MPBCDC LTD. official address, email and phone	14A/14B, First Floor, Mittal Chambers, 228, Nariman Point, Mumbai 400021. Email:- dgm.admin@mpbccdc.in/it.engineer@mpbccdc.in 022-31218094 / 9767870850
9.	Any addendum / corrigendum / cancellation	Any addendum/corrigendum/cancellation of above RFP will be informed through Website (https://mahatenders.gov.in) Only.
10.	Bid Documents	Bid Documents consisting of information and eligibility criteria, plans, specifications and schedule of quantities of the works are available on websites. (https://mahatenders.gov.in) And the set of terms and conditions of contract and other necessary documents can be seen on the website till last date of sale and receipt of tender papers. Interested Bidder may obtain further information at the website Portal
11.	Bid Documents acceptance	The bid for the work shall remain open for acceptance for a period of 120 days from the date of opening of Price bids. If any Bidder withdraws his bid/ offer before the said period or makes any modification in the terms and

		condition of the bid, the EMD at the time of submission of tender shall stand forfeited.
12.	Other details	Other details including details of Portal Registration, Submission of bid, Re-submission and withdrawal of bid can be seen in the bidding documents which is available in website https://mahatenders.gov.in
12.	Documents to be uploaded	The PDF copies of original Documents should be uploaded on the above-mentioned website and should be produced in the verification on demand after opening of the Technical Bid. The Bidders who participated in the on-line bidding can witness opening of the bid from any system logging on to the portal https://mahatenders.gov.in
13.	Bid Acceptance Criteria	As per Technical and Financial qualifying Requirements
14.	RFP Acceptance Authority	MPBCDC LTD.

All BIDDERS are hereby cautioned that the RFP containing any deviation from the contractual terms and conditions, and other requirements and CONDITIONAL RFP shall be rejected.

1. Validity Period: The offer from the Bidder shall remain valid for 180 days from the date of opening of the financial Bid.
2. The post qualification process is applicable for RFP, and Rates quoted shall be non-negotiable.
3. The Bidder Firm Participating for the first time in RFP will have to procure Digital Signature Certificate as well as should compulsory get themselves enrolled on tendering <https://mahatenders.gov.in> For any assistance is required regarding RFP, please contact Person No. dgm.admin@mpbccdc.in / it.engineer@mpbccdc.in 022-31218094 / 9767870850
4. All requisite information required for the submission of Offer documents is available on the above-mentioned website.
5. In view of the conflict of Interest, the Bidder Firm having relation in whatsoever manner with any Key Resource Person / Key Resource Institution or the Member of MPBCDC LTD. Task Force shall be barred from applying to the said RFP.
6. All rights are reserved by the Competent Authority to reject any or all Offers in full or in part without assigning any reason or accepting the offer beyond the validity period.

SECTION – III

GENERAL INSTRUCTIONS TO BIDDER

INSTRUCTIONS FOR BIDDER IN RESPECT OF BIDDING PROCESS

3.1.0 INFORMATION AND INSTRUCTION TO BIDDERS

3.1.1. The Online e-Tenders are invited by the MPBCDC LTD from reputed and experienced agencies for appointment of supplier (Vendor/OEM) for procurement of Laptops, Desktops, and Scanner at its head office and all Regional and District Offices of MPBCDC (42 offices across Maharashtra) for MPBCDC as per the Scope of Work mentioned in Section -IV.

3.1.2. The Applicant should download the Main e-Tender Document from the website. <https://mahatenders.gov.in>

3.1.3. The Online forms of master filter should be filled in completely and all questions should be answered. All information requested in the enclosed forms should be furnished against the respective columns in the form. If any query is not relevant, it should be stated as "Not Applicable". Any other blank/ Only 'dash' replies will be treated as incomplete information. All applicants are cautioned that incomplete information in the application or any change(s) made in the prescribed forms will render the application to be treated as non-responsive.

3.1.4 The Main e-Tender Document shall be typed on applicant's letterhead and uploaded the scanned copy.

3.1.5 Any overwriting or correction shall be attested. All pages of the Main e-Tender Document shall be numbered and should be submitted as a package with a signed letter of transmittal.

3.1.6 All the information must be filled in English language only.

3.1.7 Information and certificate(s) furnished along with the application form (the respective application that vouches to the suitability, technical know-how and capability of the applicant) should be digitally signed by the applicant.

3.1.8 The applicant is encouraged to attach any additional information, (PDF copies of similar job orders which were already carried out, in regard to his capabilities). No further information will be entertained after submission of the Main Tender Document unless it is requested by MPBCDC LTD.

3.1.9 The Main e-Tender Document in prescribed forms as required in this booklet duly completed and signed should be uploaded on web site along with all relevant documents. The documents submitted in connection with the pre-qualification shall be treated as confidential and will not be returned. The cost incurred by the applicant in preparing this offer, in providing clarification or attending discussions, conference in connection with this document, shall not be reimbursed by the MPBCDC LTD under any circumstances.

3.2.0 METHOD OF APPLYING

3.2.1 If the application is made by a firm in partnership, it shall be digitally signed by all Partners of the firm giving their full Typewritten names and current addresses or by a partner holding valid power of attorney on behalf of the firm by signing the application, in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed, current address of all the partners of the firm shall also accompany the application.

3.2.2 If the application is made by a bidder, it shall be digitally signed by a duly authorized person holding the power of attorney for signing the application, in which case a certified copy of the power of attorney shall accompany the application. Such Bidder may be required to furnish satisfactory evidence of its existence before the pre-qualification is awarded.

In case of Private/ Public Limited company, it shall be digitally signed by a duly authorized person supported by copy of board resolution.

3.2.3 The application shall be signed to be legally binding on all partners.

3.3.0 REVISION OR AMENDMENT OF TENDER DOCUMENTS: All Rights are reserved to revise or amend the tender document released on website, prior to time specified in time schedule for main e-tender preparation. Any further revisions or amendments or time extensions shall be communicated to all concerned by e-mail and as may be displayed on the website.

3.4.0 EARNEST MONEY:

All Bidders shall pay the entire E.M.D. & payment shall be made through E-payment gateway.

3.5.0 REFUND/ CONVERSION OF EARNEST MONEY

After acceptance of the offer of successful Bidders, the E.M.D. of other Bidders will normally be refunded. In the case of a successful Bidder, the earnest money will be refunded after signing contract documents or it will be converted into a Performance Bank Guarantee, if requested by the Bidder. Earnest money shall not carry any interest whatsoever.

3.6.0 MANNER OF SUBMISSION OF TENDER AND ITS ACCOMPANIMENTS:

Main Tender Documents are to be prepared and submitted online. Also, they have to be downloaded from the web site, filled in completely and uploaded on the web site by

scanning & digitally signing wherever necessary.

The detailed step by step procedure for uploading the Main Tender Documents, required Tender papers, Payment of Tender fee, and E.M.D through E payment Gateway is available on the e-Tendering website <https://mahatenders.gov.in> Bidders have to follow the instructions given on the above web site for filling up Main Tender Forms Online.

3.7.0 CONFLICT OF INTEREST

a) The selected Firm should provide transparent, professional, objective and impartial service and hold MPBCDC's interest paramount with utmost integrity.

b) The selected Firm shall not deploy former contractual employees who have served MPBCDC.

c) Non-disclosure of such an association will lead to termination of the Agency.

d) In view of the conflict of interest, the bidder having relation in whatsoever manner with any Key Resource Person / Key Resource Institution or the Member of MPBCDC Task Force shall be barred from applying to the said RFP.

3.7.1 THE BIDDER SHALL SUBMIT DOCUMENTS LISTED BELOW (with Technical Bid)

1. The scanned and signed copies of certificate of incorporation, MoA, AoA, Registration certificate, or shop act license of the firm whichever is applicable as eligibility even though submitted earlier while issuing the main RFP booklets. Certificates should be valid on the date of application.
2. Scanned copy of the Partnership deed or Certificate of incorporation and object of coop society or Article of Association (AoA) and Memorandum of Association (MoA) for Bidder / Pvt or Ltd Company.
3. Scanned copy of Power of Attorney/ board resolution authorizing Partner/Director to act on behalf of the firm.
4. All documents required to be submitted shall be sealed and self- attested and If required, original copies shall be made available for verification in due course.
5. Undertaking duly signed on letterhead of the firm and scanned copy in ANNEXURE's.
6. Scanned self-attested copies of all the work orders if any issued for similar work by the Government of Maharashtra Public Sector Undertakings or Organizations/ Companies of Government of Maharashtra.

7. Scanned Copy of duly signed RFP offer indicated both in figures and words, to be submitted separately as a Price Bid.
8. Signed and scanned copy of all pages of RFP bid documents.
9. The Main RFP forms are available on the e-Tendering website of Govt. of <https://organizations.maharashtra.nextprocure.in>The aspiring Bidders will have to download the Main RFP Booklet from the website mentioned above. While submitting the dully filled Main RFP Documents the Bidders are required to Deposit RFP Fee ₹ 11,000/-+GST (Rs Five Thousand only) through "E- Payment Gateway" and E.M.D. ₹4,50,000/- (Rs. Fifty thousand only) payable through "E- Payment Gateway" available on the above-mentioned website.
10. Scanned copies of All ANNEXURES AS PER SECTION VII (Duly Signed and Affixed with Firm Seal).
11. Supporting documents issued by Competent Authority must be uploaded for all information given in prescribed proforma.

3.8.0 CLARIFICATIONS: The clarification (s), if any, may please be sought from the DGM of MPBCDC Ltd MUMBAI. (Email: dgm.admin@mpbccdc.in)

3.9.0 INSTRUCTIONS TO BE CONSIDERED WHILE QUOTING RFP OFFER

3.9.1 The Bidder should quote the offer in the form of value in Indian Rupees at appropriate place in Commercial Form both in figures& words. The contractor shall quote for the work as per details given in the main tender viz conditions, special conditions of contract, specifications, common set of conditions issued/ additional stipulations made by the MPBCDC LTD which will be available at the e-tendering portal from time to time.

3.9.2 GOODS & SERVICE TAX:

The Tender rates are inclusive of all taxes.

3.9.3 CONDITIONAL OFFER:

Conditional offers will be summarily rejected. The Tenders, which do not fulfill any of the conditions of the notified requirements laid down in this detailed tender notice, the general rules and directions for the guidance of the Bidders as mentioned in the tender form or are incomplete in any respect are likely to be rejected without assigning reasons there for.

3.9.4 VALIDITY FOR 120 DAYS:

The offer shall remain valid for a period of 120 (One Hundred Twenty) days from the date

of the opening of Price Bid and thereafter until it is withdrawn by notice in writing by the Bidder. Such notice shall be sent by Registered Post Acknowledgment Due (RPAD) General Manager. If the acceptance offer is not communicated within 120 days and if the offer is withdrawn by the contractor earnest money shall be refunded in full.

3.10.0 OPENING OF COMMERCIAL OFFER & EVALUATION

On the date specified in the time schedule, the tender opening authority will open the tender. Following procedure will be adopted for opening of the tender.

3.10.1. The Competent Authority will open all the Bids received (except those received late), including modifications in the presence of the Bidders or their representatives who choose to attend at the specified date & time. In the event of the specified date of Bid opening being declared a holiday for the Competent Authority, the Bids will be opened at the appointed time and location on the next working day.

3.10.2. The financial bid will be opened only after completion of technical evaluation. The financial bid of only those bidders will be opened, who have technically qualified.

3.10.3. The Competent Authority shall prepare minutes of the Bid opening, including the information disclosed to those present.

3.11.0 PROCESS TO BE CONFIDENTIAL

3.12.0 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Competent Authority's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

3.13.0 If a Bid is not substantially responsive, it will be rejected by the Competent Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

3.14.0 ACCEPTANCE OF OFFER:

Before acceptance, the successful Bidder will be called for negotiation by appropriate officers of MPBCDC LTD. The documents related to such negotiations along with modified offer of the successful Bidder if any shall also form the part of contract. After such negotiations the acceptance of the offer may be intimated to the bidder by email.

Such intimation shall be deemed to be an intimation of acceptance of offer. Bidder whose offer is accepted will have to complete the contract signing & formalities within 15 days from the date of intimation. In the event of failure of the Bidder to sign the agreement

within the stipulated time, the earnest money paid by Bidder shall be liable to be forfeited. The acceptance of the offer shall also be liable to be considered as withdrawn. In that event the work will be awarded to next or any other contractor to whom the MPBCDC LTD considers suitable. Tender Acceptance Authority reserves the right to reject any or all offers in full or part without assigning any reasons.

3.15.0 SIGNING OF TENDER DOCUMENTS:

Successful Bidder will have to sign the contract with MPBCDC LTD. The documents/information submitted by the bidder during Offer Evaluation related to negotiations shall also form a part of contract.

3.15.1 FORFEITURE OF E.M.D. & CANCELLATION OF LETTER OF ACCEPTANCE

Letter of acceptance given to successful Bidder shall stand cancelled & its E.M.D will be forfeited in following events and under such circumstances Tender Acceptance Authority may consider next lowest Bidder, if he is found suitable.

- 1) Successful Bidder fails to give various undertakings & declarations given in tender document.
- 2) Successful Bidder fails to sign contract in PRESCRIBED PROFORMA.

3.16.0 OTHER GENERAL CONDITIONS

- 1) Completed documents can be submitted on the website <https://mahatenders.gov.in> Incomplete Schedules/ Forms and without necessary details & enclosures are liable to be rejected.
- 2) The language for submission of document shall be English.
- 3) The enclosed Annexure shall be filled in completely and wherever not applicable it should be written as Not Applicable.
- 4) The person signing the document submission on behalf of the Applicant shall enclose Power of Attorney duly authorized and notarized for the same.
- 5) Financial data should be given in Indian Rupees only.
- 6) In case the Applicant intends to give additional information for which specified space in the given format is not sufficient, it can be furnished in an enclosed sheet.
- 7) All the pages of this document and Annexure should be signed and corrections should be countersigned by the authorized signatory. No overwriting is permitted.
- 8) MPBCDC LTD reserves the right to cross check and confirm the information details furnished by the applicants in the document by making suitable communication with the concern authorities.

9) MPBCDC LTD reserves the right to annul the Tender Document process, or to accept or reject any or all the proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

10) The document incomplete in any respect or without supporting documents will be treated as non-responsive and is liable for rejection.

3.17.0 FINAL DECISION-MAKING AUTHORITY

The Competent Authority of MPBCDC LTD reserves the right to accept or reject any or all the offers in part or full for this Tender without assigning any reasons thereof and his decision will be final.

3.17.1 PENALTY CLAUSE

If the goods supplied is not as per the MPBCDC guidelines, maximum up to 10% of the contract value shall be considered as maximum penalty for breach of Contract Agreement conditions or unsatisfactory performance and/ or delay in adhering to the prescribed timelines to achieve the milestones prescribed for completion of Scope of Work.

3.18.0 AMENDMENT OF TENDER DOCUMENTS:

1) At any time prior to the deadline for submission of tenders, MPBCDC LTD for any reason whether at their own initiative or in response to a clarification required by any prospective Bidders may modify the Tender Documents.

2) The amendment shall be part of the Tender Documents and will be notified by publication in MPBCDC LTD and will be binding on the prospective Bidders.

3) All the intending Bidders are advised to keep a close watch on the website of MPBCDC LTD in their own interest.

3.19.0 GENERAL TERM AND TERMINATION

This Agreement shall become effective upon signing and shall terminate upon breach of the agreement.

In case any information mentioned in the body of the agreement and in the attached ANNEX is misleading and/or incorrect, this agreement will be terminated immediately. Party sharing the misleading/misinformation will be accountable to pay any and all damages incurred to the other Party as the result of mislead and/or misinformation. Any breach of terms & conditions on the part of Contractor shall be liable for termination of this contract by MPBCDC LTD by serving notice of 30 days & in such case the contract shall stand terminated on the expiry of the said notice period.

3.20.0 FORCE MAJEURE

No Party to this Agreement is responsible to any other Party hereto for non-performance or delay in performance of the terms and conditions hereof due to acts of God, acts of governments, riots, wars, strikes, fires, floods, explosions, pandemics, quarantine periods, court orders or similar causes beyond the control of the affected Party.

3.21.0 MUTUAL DISCUSSIONS

In the event of a dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement or the breach, termination or validity hereof, the Parties shall endeavor to resolve such dispute in good faith in the first instance within 30 (thirty) days of the notice of such a dispute by mutual discussions between the Parties.

3.22.0 ARBITRATION

In the event of failure to resolve dispute/ differences related to Contract/Agreement and relating to interpretation of the clauses therein the parties are hereby agreed for its resolution / Adjudication etc. by referring it to the Institutional Arbitration established /recognized by the State Govt/Central Govt. and the dispute can be get resolved within the framework of the Arbitration Act 2015 and in terms of rules and regulations of such institutional arbitration such as Mumbai center of Arbitration etc.

3.23.0 CONFIDENTIALITY

All plans, design calculations, studies, data, maps, drawings and specifications prepared by the Bidder in connection with the services to be provided by the Bid Advisory Services under the Contract shall be the property of the Owner. As and when required or upon termination of the contract, the aforesaid documents, prepared specifically for this project (including originals) shall be handed over to the Owner.

The Bidder shall take all necessary steps to ensure confidential handling of all matters pertaining to plans, designs, drawings, specifications, method, and any other information developed or acquired by him from the MPBCDC under terms of the Contract.

3.24.0 LIQUIDATED DAMAGES

For any delay attributable to the bidder, beyond the scheduled date of completion of various activities as per the agreed time schedule, liquidated damages shall become livable at ½% (one half of one percent) per week of delay on the specific milestone activities under the part or work assignment. The total liability of the bidder under this clause shall not exceed 10% (Ten percent) of the annual contract value.

The liquidated damages shall stand recoverable from progressive amount payable to the consultant no sooner it becomes due in case any items of work have remained incomplete beyond the scheduled completion period irrespective of the fact on whose account such delay has taken place. This amount recovered from the Bidder shall be reimbursed if, after completion of all works, it is satisfactorily demonstrated to the MPBCDC that such delay had occurred due to no fault of the Bidder.

3.25.0 TERMINATION OF CONTRACT

The MPBCDC may by giving not less than Thirty (30) days written notice of termination to the Bidder, terminate this Agreement upon the occurrence of any of the events specified in paragraphs (a) through (e) below: -

- a. If the Bidder fails to remedy a failure in the performance of his obligations hereunder, as specified in a notice of suspension/termination pursuant thereof, within Thirty (30) days of receipt of such notice of suspension or within such further period as the MPBCDC may have subsequently approved in writing or
- b. If the Bidder becomes insolvent or bankrupt or enter into any agreement with his creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or
- c. If MPBCDC found that the bidder has provided false & wrong information while bid submission; or
- d. If the Bidder submits to the MPBCDC a statement which has an effect on the rights, obligations or interests of the MPBCDC and/or which the Bidder knows to be false; or
- f. If as the result of a Force Majeure Event, the Bidder is unable to perform the Services for a period of not less than Thirty (30) days, or
- g. If MPBCDC found any defect/inadequacy/errors/inability/non-competency etc. In relation to the performance of the Services which are not in accordance to the Good Industry Practices or the provisions of this RFP, or
- h. If the MPBCDC, in its own discretion and for any reason whatsoever, decides to terminate this Agreement.

3.26.0 RIGHT OF FIRST REFUSAL (ROFR)

The Successful Bidder will have absolute Right of First Refusal (ROFR) whenever MPBCDC considers outsourcing of Service Maintenance Work. Notwithstanding the actual circumstances that may arise, following conditions will attract exercise of ROFR by the successful bidder-

I- The successful bidder being L1 and having commenced the work is unable to complete the work or achieve desired milestones. At the time of exercise of ROFR, the bidder shall submit revised plan at its own cost and peril to the competent authority as a remedial measure.

II- In case the competent authority wishes to engage a new channel partner/ knowledge partner/ technology partner for any reason whatsoever, the successful bidder exercising ROFR should be given first opportunity to bring technology knowhow or any other resources as desired by competent authority, failing which the CA may proceed as follows.

A. ROFR shall be considered, where the difference in the quote between the lowest and the quote of the CA is not more than 10% (Ten Percent). Further, selected channel partner bidder, if more than one in specific range of consideration, then the process of reverse bid/auction, shall be followed by submission of revised commercial bid through e-Tendering process. However, the number of eligible bidders participated in reverse bidding shall not be more than 50% (Fifty Percent) or 3 bidders in any bid, whichever is

higher.

B. The successful bidder who has participated in the tender process and more so, despite the express terms in the tender documents in the tender documents, validity whereof has not been challenged, the successful bidder shall acquire a 'Right of First Refusal', in the tender process in respect of L1 or to complete the additional/increased scope of work in any particular bid or to complete the portion of work withdrawn from the L1 contractor to be assigned to the Channel Partners.

Negotiations: Negotiations shall be with successful bidder only as per the CVC Guidelines expert there shall be no bar in respect of operationalization of ROFR clause and where in the tender document, a specific condition is provided.

SECTION – IV

SPECIAL TERMS AND INSTRUCTIONS TO BIDDER

4.1 Background

The Mahatma Phule Backward Class Development Corporation Ltd. (MPBCDC), established in 1978 under the Department of Social Justice and Special Assistance, Government of Maharashtra, implements various financial and welfare schemes to improve the standard of living of the backward class communities in the State by facilitating employment and self-employment opportunities. These include Self-Employment Loan Schemes, Educational Loan Schemes, and other financial assistance programs.

MPBCDC Ltd. has recently established its 100% owned subsidiary, MAHAPREIT. MAHAPREIT has launched a unique blockchain based digital platform called “Mahadisha” to ensure secure, transparent, and traceable digital governance and efficient project management through tamper-proof records.

In line with the recent directive and to ensure standardization, uniformity, and efficient data management in its operations, MPBCDC intends to appoint a supplier (Vendor/OEM) for procurement of Laptops, Desktops, and Scanner at its head office and all Regional and District Offices of MPBCDC (42 offices across Maharashtra).

This Request for Proposal (RFP) is aimed at selecting a professional supplier with experience in supplying high quality Laptops, Desktops and Scanners for official use. The selected agency will be responsible for ensuring uniformity, quality and high performing machines. The objective is to improve efficiency of MPBCDC’s employees in addition to data management and securing MPBCDC’s valuable information.

MPBCDC LTD. invites e-Tender through Maha-Tenders, for procurement of Laptops, Desktop, Scanner for its head office located at Mumbai as well as its 42 regional offices located all over Maharashtra as per the scope/requirements mentioned in this RFP document.

4.2 Scope of Work

1. The purpose behind issuing this RFP is to invite commercial bids through Government E-Marketplace (Maha-Tender) portal.

1. Requirement of ‘41’ no’s Laptops as per the specifications mentioned
2. Requirement of ‘105’ no’s of all-in-one desktops as per the specifications mentioned
3. Requirement of ‘43’ no’s Scanners as per the specifications mentioned

Sr.No.	Quantity	Product	Location
1.	21	All-in-one PC	Head Office
2.	12	All-in-one PC	6 Regional offices of MPBCDC
3.	72	All-in-one PC	36 District offices of MPBCDC
Total	105		
4.	05	Laptops	Head Office
5.	36	Laptops	36 District offices of MPBCDC
Total	41		
6.	01	Scanner	Head Office
7.	06	Scanner	6 Regional offices of MPBCDC
8.	36	Scanner	36 District offices of MPBCDC
Total	43		

Note:

1. Preference shall be given to the devices of brand HP / Dell.
2. The provider needs to consider the location of each of the regional / district offices while considering the financial quotation as the PCs/Desktops/Scanners mentioned in the table above. The Vendor/OEM supplier are required to deliver these peripherals at the locations mentioned in the table below.

Locations:

Sr. No.	Division	Location	Address
MUMBAI DIVISION			
1.	Head Office	Mumbai	14A/14B, First Floor, Mittal Chambers, 228, Nariman Point, Mumbai 400021.
2.	Regional Office	Mumbai	2nd Floor, Thakarsi House, J. N. Heredia Road, Shurji Vallabhdas Marg, Ballard Estate, Mumbai Port Trust, Near Foreign Post Office, Mumbai - 400 001.
3.	District Office	Mumbai City/Suburbs	GRUHANIRMAN BHAVAN, MHADA Building, Ground Floor, Room No.35, Kalanagar, Mumbai Suburban, Bandra (East), Mumbai - 400 051.
4.	District Office	Thane	Dr. Babasaheb Ambedkar Social Justice Bhavan, Second Floor, Dattawadi, Opposite Shri Swami Samarth Math, Kalwa, Thane Dist. Thane - 400 605.
5.	District Office	Palghar	B Wing, 207, 2nd Floor, Afrin Apartment, Near Sales Tax Office, Navali, Palghar (P.), Dist. Palghar - 401 404.
6.	District Office	Raigad	Krishna Sangam Building, Plot No. 103, Alibaug Bypass Road, Chendhere, Alibaug, Dist. Raigad - 401 201.
7.	District Office	Sindhudurg	Dr. Babasaheb Ambedkar Social Justice Bhavan, A Building, Sindhudurg Nagari, Oras, Tal. Kudal, Dist. Sindhudurg - 416 812.
8.	District Office	Ratnagiri	Dr. Babasaheb Ambedkar Social Justice Bhavan, Ground Floor, Kuwarbav, Dist. Ratnagiri - 415 612.
PUNE DIVISION			
9	Regional Office	Pune	State Central Building, South Side, 2nd Floor, Dr. Annie Besant Road, Agarkar Nagar, Pune-411001
10	District Office	Pune	State Central Building, South Side, 2nd Floor, Dr. Annie Besant Road, Agarkar Nagar, Pune-411001
11	District Office	Satara	Bharatratna Dr. B.R. Ambedkar Samajik Nyay Bhavan B Building S.No. २२, A Near Bombay Restaurant Birdge Satara - ४१५००३
11	District Office	Sangli	Dr. Babasaheb Ambedkar Social Justice Bhavan, Old Budhgaon Road, Near Railway Crossing, Sambhaji Nagar, Dist-Sangli-416 516
12	District Office	Solapur	Dr. Babasaheb Ambedkar, Samajik Nyay Bhavan, 2nd Floor, Satarasta, Near Government Rest House, Solapur -411001

Sr. No.	Division	Location	Address
13	District Office	Kolhapur	Dr. Babasaheb Ambedkar Samajik Nyay Bhavan 3 rd Floor Vichre Mal, Near Babar Hospital KOLHAPUR – 416003.
NASIK DIVISION			
14	Regional Office	Nasik	Bafna Building, Plot No.4 Shivajinagar, Highway Mumbai- Pune –Nashik road Dist.Nashik, Pin No. 422 202,
15	District Office	Nasik	Dr. Babasaheb Ambedkar Samajik nay bhavan, Near Nasardi pul Pune Nashik road, Dist. Nashik Pin No. 422 006
16	District Office	Dhule	Dr. Babasaheb Ambedkar Samajik nay bhavan, apposite Sinchan Bhavan, Sakri road, District Dhule, Pin No. 414 001,
17	District office	Jalgaon	Dr. Babasaheb Ambedkar Samajik nay bhavan, Mahabal, Hatnur Coloney, Maya Devi Stop, in front, Dist. Jalgaon Pin No. 425 001
18	District Office	Ahilyanagar	Dr. Babasaheb Ambedkar Samajik nay bhavan, Savedi bus stand near savedi, nagar-manmad road, Dist Ahilyanagar, Pin No. 414033
19	District Office	Nandurbar	Dr. Babasaheb Ambedkar Samajik nay bhavan, Tokar talav road, Near New Jila parishad, Dist. Nandurbar Pin No. 425412,
Chhatrapati Sambhajinagar			
20	Regional Office	Chhatrapati Sambhajinagar	Plot No. ०४, NS-०४, Cidco N-४, Third Floor, Near Water Tank, Sewalal Maharaj Chouk, Near SBI Bank, Chhatrapati Sambhajinagar Pin-४३१००१
21	District Office	Chhatrapati Sambhajinagar	Dr. Babasaheb Ambedkar Samajik Nyay Bhawan, Khokadpura, Near Shivaji Highschool, Chhatrapati Sambhajinagar Pin-४३१००१
22	District Office	Prabhani	Dr. Babasaheb Ambedkar Samajik Nyay Bhawan, Jaykwadi Vasahat, Karegaon Road, Parbhani Pin-४३१२०३
23	District Office	Dharashiv	Dr. Babasaheb Ambedkar Samajik Nyay Bhawan, Ground Floor, Near Central Administration Building, Dharashiv Pin-४१३५०१
24	District Office	Nanded	Dr. Babasaheb Ambedkar Samajik Nyay Bhawan, Namaskar Chouk, Opp. To Gnyanmata School, Nanded Pin-४३१६०५
25	District office	Jalna	Dr. Babasaheb Ambedkar Samajik Nyay Bhawan, Opp. To Collector Offcie, Jalna Pin-४३१२०३

Sr. No.	Division	Location	Address
26	District Office	Latur	Dr. Babasaheb Ambedkar Samajik Nyay Bhawan, Shivneri Gate, Old Dalda Factory, Latur Pin-४१३५१२, Talmatla, North Side, Dist. Latur-413 521
27	District Office	Hingoli	Dr. Babasaheb Ambedkar Samajik Nyay Bhawan, Risala Market, Near Civil Hospital, Hingoli Pin- ४३१५१३
28	District Office	Beed	Dr. Babasaheb Ambedkar Samajik Nyay Bhawan, Ground Floor, Near Tahsil Office, Nagar Road, Beed Pin-४३११२२
AMRAVATI			
29	Regional Office	Amravati	Dr. Babasaheb Ambedkar Samajik Nyaya Bhavan , Behind CP Office , Chandur Railway Road , Dist. Amravati- ४४४ ६०१
30	District Office	Amravati	Dr. Babasaheb Ambedkar Samajik Nyaya Bhavan Behind CP Office , Chandur Railway Road , Chandur Railway Road , Dist. Amravati- ४४४ ६०१
31	District Office	Buldhana	Dr. Babasaheb Ambedkar Social Justice Building , Trisharan Chowk , Chikhli Road , Buldhana , Dist. Buldhana-443001.
32	District Office	Yavatmal	. Dr. Babasaheb Ambedkar Social Justice Bhavan , Near Police Colony , Behind Dakshata Bhavan , Dist. Yavatmal-४४५००१
33	District Office	Akola	Babasaheb Ambedkar Social Justice Bhavan , Nimwadi , Akola-Khamgaon Road , Dist. Akola-४४४००१
34	District Office	Washim	Dr. Babasaheb Ambedkar Social Justice Building , Nalanda Nagar , Chikhli Road , Dist. Washim-४४४५०५
NAGPUR			
35	Regional Office	Nagpur	301-A Wing, Dr. Babasaheb Ambedkar Social Justice Bhavan, In front of Government ITI, Dikshabhumi Road, Rana Pratap Nagar, Nagpur – 440022
36	District Office	Nagpur	301-B Wing, Dr. Babasaheb Ambedkar Social Justice Bhavan, In front of Government ITI, Dikshabhumi Road, Rana Pratap Nagar, Nagpur – 440022
37	District Office	Wardha	Dr. Babasaheb Ambedkar Social Justice Bhavan, Sevagram Road, Laxminagar, District Wardha – 442001
38	District Office	Bhandara	Dr. Babasaheb Ambedkar Social Justice Bhavan, Zilla Parishad Square, Civil Lines, Bhandara – 441904
39	District Office	Chandrapur	Dr. Babasaheb Ambedkar Social Justice Bhavan, Jalanagar, Rayatwadi Road, In front of Government Milk Dairy Office, District Chandrapur – 442401

Sr. No.	Division	Location	Address
40	District Office	Gadchiroli	Dr. Babasaheb Ambedkar Social Justice Bhavan, LIC Road, Behind ITI, District Gadchiroli – 442605
41	District Office	Gondia	Dr. Babasaheb Ambedkar Social Justice Bhavan, Behind District Collector Office, Amgaon Road, District Gondia – 441601

4.3 Minimum Technical Specifications:

Device	Specification	Configuration
Laptop	Processor (CPU)	Intel Core i5 (13th Gen)
	Memory	32 GB RAM
	Storage	512 GB SSD
	Operating System	Windows 11 Pro
	Display	14" Full HD Display
All in one PC	Processor (CPU)	Intel Core i5
	Memory	32 GB RAM
	Storage	512 GB SSD
	Operating System	Windows 11 Pro
	Display	22"
Scanner	Type	ADF (Automatic Document Feeder)
	Speed	40–60 ppm
	Resolution	600 dpi/1200dpi
	Interface	USB 3.0
	Compatibility	TWAIN / ISIS Support
	Model Reference	HP Scanjet Pro 3000 S4

***Note: The Laptops / Desktops must have pre-installed licensed software such as MS-Office (Microsoft office Home 2024 permanent license), Quick Heal Pro 1 User 3 Years and other relevant features necessary for the user functionalities.**

1. Terms & Conditions: -

- OEM must have an online system hardware diagnostics facility.
- Built-in Pre-boot system hardware Diagnostics Utility must be available from OEM.
- OEM must support recovery media creation through its website to re-install the operating system when required and bring the computer back to its original factory condition as configured by the OEM.
- The OEM logo should be embossed on the motherboard.

MPBCDC LTD. Limited, if required, may place orders for additional numbers of Laptops, Desktop, Printer, Scanner, as per any future requirement, up to 90 days (THREE months) of issuance of initial purchase order (PO), at the same quoted price.

2. Performance Guarantee

The successful bidder will be required to provide Performance Bank Guarantee (PBG) of value amounting to 2% of the Total Contract Value, in the form of bank guarantee from a scheduled commercial bank. The PBG should be valid till at least three months beyond the expiry of warranty period or such other extended period as MPBCDC LTD. may decide. The PBG is required to protect the interest of MPBCDC LTD. against the risk of non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions including labor laws and any other laws/rules/regulations, by the successful bidder. Default in successful implementation of the conditions of the contract may warrant the invoking of PBG, and also if any act of the vendor/bidder results into imposition of Liquidated Damages/penalty, then MPBCDC LTD. reserves the right to invoke the Performance Bank Guarantee submitted by such bidder. The decision of MPBCDC LTD. Limited as to non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions etc., shall be final and binding on the successful bidder.

3. Liquidated Damages (LD)

The items must be delivered to the locations indicated in the Maha-Tender bid document within 30 days from the date of accepting the purchase order. If the bidder fails to deliver the equipment within 30 days from the date of PO, MPBCDC LTD. reserves the right to recover damages at 0.5% of the order value as and by way of liquidated damages, but not as penalty, for every week's delay or part thereof, subject to a maximum of 3% of the order value. It is clarified that the liquidated damages shall be over and above the penalty, if any. In case the delay exceeds 30 days, MPBCDC LTD. reserves the right to cancel the order. In such an event bidder will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise.

4. Other Terms & Conditions

- Bidder must provide Manufacturer Authorization Form (MAF) (Respective Maha-Tender Bid number printed along with the seal and sign of the OEM), failing which the bid may be rejected and may not be considered for further evaluation. No further communication will be entertained in this matter.
- The purchase order shall be issued against the quotation provided by the successful bidder, compliance statement and subsequent information furnished.
- MPBCDC LTD., if desired, may check the genuineness of the equipment with the OEM. In case of any discrepancies, MPBCDC LTD. reserves the right to cancel or to take necessary action if the items delivered are found to be non-compliant with the details furnished by the bidder or specifications asked for in our enquiry.
- The bidder shall undertake responsibility for free of cost replacement of the equipment against manufacturing defects.
- MPBCDC LTD. reserves the right to reject the bid without assigning any reason if any deviation is observed in the product offered by the bidder and the specifications stated in the Bid.
- MPBCDC LTD. may ask for supporting documents like declaration from the bidder, product brochures etc. during evaluation of the bids, failure in submission of the same may lead to cancellation of the bid.
- MPBCDC LTD. reserves the right to cancel the PO or to take necessary action if the items delivered are found to be non-compliant with the details furnished by the bidder.
- The bidder must provide 3 year of comprehensive OEM warranty support.

5. Payment Terms

The terms and payment will be as under:

- 100% after delivery, installation, activation of 3 years comprehensive OEM warranty support and submission of 3% of the bid value as Performance Bank Guarantee (PBG) satisfactory to MPBCDC LTD. for entire warranty period+3months. Format of PBG is as annexed as **Annexure – XIII**.
- The payment will be released only after submission of PBG & post-signing of SLA & NDA as per the following payment terms.
- 100% of Payment will be released after supply, delivery, installation & successful windows activation and with three years onsite comprehensive OEM warranty. The payment will be released only after confirmation of the warranty at OEM's.
- Once the above-mentioned criteria is full-filled & all the tax invoices is received then the payment will be released within 30 days.

6. Warranty And Support

The successful bidder must provide 3 year or the product species warranty comprehensive OEM warranty support. It is the responsibility of the bidder to ensure compatibility. The bidder will be responsible for malfunctioning of these items within the specified warranty period.

The equipment supplied under the contract shall be fully insured by the bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. MPBCDC LTD. will not be responsible for any loss to the bidder on account of non-insurance to any equipment or services.

Bidder/OEM should have a 24x7- 365 days support center to log the calls. The support center details should be provided along with the escalation matrix mentioning the contact person's name, number and designation in the company.

7. Service Level Agreement and Non-Disclosure Agreement

Successful bidder (s) shall enter into Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) with MPBCDC LTD. and would be required to keep all information provided to them as "Confidential" and not disclose to any party without obtaining prior approval from MPBCDC LTD. even after expiry of the contract. Successful bidder (s) shall execute the SLA &

NDA in favor of MPBCDC LTD. within 30 days of receipt of the work/purchase order. Non execution of SLA and NDA shall amount to default in RFP terms and MPBCDC LTD. reserves its right to act including rejection of offer.

SECTION – V
BID ELIGIBILITY CRITERIA

Section V: Eligibility Criteria

5.1 Technical Qualification and Eligibility

Sr. No.	Criteria	Documents to be submitted
1	<p>The Bidder should be – A company incorporated under the Indian Companies Act, 2013 or any other previous company law as per section 2 (20) of the Indian Companies Act 2013/ Partnerships Firm registered under the Limited Liability Partnerships or Partnership Act, A proprietor having shop act license Registered with the GST Authorities Company/Firm/ proprietor should have a valid PAN number.</p>	<p>1. Certificate of Incorporation 2. GST Registration 3. PAN Card</p>
2	<p>The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured, and supplied same or similar category products to any Central/State Govt Organization/PSU/Public Listed Company for 3 years before the bid starting date. (In case of mergers/acquisition/ restructuring or name change, the date of establishment of the earlier/original partnership firm / limited company will be considered).</p>	<p>Copy of the earliest Purchase order along with Completion/Sign-off certificate/CRAC</p>
3	<p>The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year i.e., 31.03.2025, should be ₹5.00 Cr. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. (Exemption shall be provided in case of SC/ST bidders as per the procurement policy GoM 2016)</p>	<p>The Bidder must produce a certificate from Statutory Auditor confirming positive net worth and average annual turnover during the last three years. Audited balance sheet of financial years 2022-23, 2023-24 and 2024-25.</p>

4	The Bidder should have executed project for supply and installation/commissioning of same or similar Category Products during preceding 3 financial years (i.e., 2022-23, 2023-24 and 2024-25) as on opening of bid, as per the following criteria: (i) Single order of at least 20 lakhs; or (ii) Two orders of at least 30lakhs; or (iii) Three orders of at least 40 lakhs	Purchase Order/CRAC/Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest Bid value should meet this criterion. Note: The proof should be applicable to bidder and not for its group companies/subsidiary.
5	The bidder must submit valid Electrical Contractor License issued by Government of Maharashtra	Valid Electrical Contractor License
6	The Bidder must submit authorization letter MAF (Manufacturer Authorization Form) from the Original Equipment Manufacturer (OEM).	Authorization letter from OEM printed along with the seal and sign of the OEM.
7	Device must have the following accreditations/certifications which is valid: • ISO 9001:2000 and ISO 14001:2004 or higher for OEM manufacturing • Microsoft Windows Hardware Certification Report • UL, CE, FCC & RoHS	Copy of the valid certifications.
8	The bidder should submit 'No Litigation Certificate' as per format provided in 'Annexure III'.	Certificate is to be provided by the Statutory Auditor.
9	The bidder should submit 'Non-Blacklisting Certificate' as per format provided in 'Annexure IV'.	Self-Declaration on Bidder's letter head signed by Authorized Signatory as per 'Annexure IV'.
10	The bidder should submit an undertaking on office letter head for 'Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017' as per format provided in 'Annexure V'	Undertaking on office letter head duly signed by authorized signatory as per format given in 'Annexure V' needs to be enclosed.
11.	The bidder should submit 'Malicious Code Certificate' as per format provided in 'Annexure VI'	Malicious Code Certificate duly signed by authorized signatory as per format given in 'Annexure VI' needs to be enclosed.
12	The bidder should submit 'Pre-Contract Integrity Pact' as per format provided in 'Annexure VII'	Pre-Contract Integrity Pact duly signed by authorized signatory on non-judicial stamp paper of requisite value (cost to be borne by the bidder) as per format given in 'Annexure VII' needs to be enclosed.

Note: Documentary evidence must be furnished against each of the above criteria. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents Submitted in pursuance of eligibility criteria, should be highlighted.

The Bidder must comply with all the above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. The criteria mentioned above are mandatory.

Only those bidders that are providing all three product categories (Laptop, Desktop, Scanner) shall be termed as technically qualified.

Only those who fulfill all the eligibility criteria will qualify for Commercial evaluation.

IMPORTANT NOTE: MPBCDC LTD. reserves the right to examine the details furnished by the Bidder(s). The Financial Bids of only those Bidder(s), who qualify minimum eligibility criteria and fulfilling terms and conditions specified in technical bid will be opened. MPBCDC LTD. reserves the right to reject the Tender without assigning any reason thereof.

5.2 Bids (Technical & Commercial) And Bid Evaluation Methodology

For the purpose of the present job, a single-packet bidding process will be followed.

Bidders should submit the Technical and commercial bids on Maha-Tenders as per the Maha-Tenders guidelines.

5.2.1 Bid Evaluation Methodology

The objective of evaluation methodology is to facilitate the selection of the technically superior solution at optimal cost.

To meet MPBCDC LIMITED's requirements, as spelt out in the RFP, the selected Bidder must have the requisite experience in providing services sought by MPBCDC LIMITED, for the entire period of the contract. The evaluation process of the bids proposed to be adopted by MPBCDC LIMITED is indicated below. The purpose of it is only to provide the Bidder an idea of the evaluation process that MPBCDC LIMITED may adopt. MPBCDC LIMITED reserves the right to modify the evaluation process at any time during the tender process (before submission of technical and commercial responses by the prospective bidders), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation MPBCDC LIMITED may seek specific clarifications from any or all the Bidder.

The bidder must provide a detailed distribution plan along with the required documents as that shall be part of the selection and evaluation methodology.

The lowest responsive priced bid that meets the eligibility criteria, technical and commercial requirements laid down in the bid documents shall be declared as successful and awarded the contract.

5.3 Commercial Terms and Conditions

Bidders are requested to note the following commercial terms and conditions for this project.

5.3.1 Price

a) The Price quoted by the Bidder should include all type of costs.

- b) The price should be valid and firm for full contract period.
- c) The price should be inclusive of all taxes, duties, levies charges, transportation, insurance, as per Commercial Bid.
- d) The extension of contract shall be done with mutual consent of the parties on mutually discussed terms & conditions.
- e) Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
- f) Based on the contracted rates, MPBCDC LIMITED at its discretion may place repeat order/s at contracted price.

Section – VI

Bid Submission and Evaluation Guidelines

Section VI: Bid Submission and Evaluation Guidelines

RFP document submission is required to be done as below:

Tender documents (Technical & Financial Bid) should be submitted online on Maha-Tender Portal <https://mahatenders.gov.in>

Bid Submission

Bidder(s) who wish to participate in this tender must be registered as seller at <https://mahatenders.gov.in>

Bidder(s) shall submit their offer online in an electronic format both for “Technical” and “Financial bid”.

- a. Before submitting the bid, the bidder(s) shall ensure that all the documents and annexures being uploaded are self-certified/ signed by the Bidder(s).
- b. On-line submission of bids: Online bids will have to be submitted within the time specified on website <https://mahatenders.gov.in>

Bid Security / Earnest Money Deposit (EMD)

Bids received without EMD are liable to be rejected. Bidder(s) should pay specified amount towards Earnest Money deposit as follows:

- Rs. 4,50,000/- (Rupees Four lakh fifty thousand in the Indian numbering system Only) on mahatenders.gov.in

EMD will be refunded to the unsuccessful bidder(s) after finalization of the bid and EMD of Successful bidder(s) shall be returned after acceptance of entire terms and conditions mentioned in the tender document and submission of security deposit/Bank Guarantee.

The Earnest Money Deposit submitted by the bidder(s) may be forfeited if,

- Successful bidder fails to accept the terms and conditions mentioned in the Agreement within specified time as per intimation/request of MPBCDC LTD.
- Successful Bidder withdraws their tender or backs out after acceptance.
- Bidder(s) withdraws their tender before the expiry of validity period stipulated in the bidding document.
- Bidder(s) violates any of the terms and conditions of the tender.
- Bidder(s) revises any of the items quoted during the validity period.
- Bidder(s) is found to have indulged in fraudulent practices in the bid submission process.

Performance Security / Bank Guarantee

The successful bidder will be required to provide Performance Bank Guarantee (PBG) of value

amounting to 2% of the Total Contract Value, in the form of bank guarantee from a scheduled commercial bank. The PBG should be valid till at least three months beyond the expiry of warranty period or such other extended period as MPBCDC LTD. may decide. The PBG is required to protect the interest of MPBCDC LTD. against the risk of non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions including labor laws and any other laws/rules/regulations, by the successful bidder. Default in successful implementation of the conditions of the contract may warrant the invoking of PBG, and if any act of the vendor/bidder results into imposition of Liquidated Damages/penalty, then MPBCDC LTD. reserves the right to invoke the Performance Bank Guarantee submitted by such bidder. The decision of MPBCDC LTD. as to non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions etc., shall be final and binding on the successful bidder.

No Bank Charges/interest shall be payable by MPBCDC LTD. for issuance of Performance Security/Bank Guarantee.

Return of Performance Security

The Performance Bank Guarantee/ DD amount may be discharged/ returned by MPBCDC LTD. after the completion of the contract and upon being satisfied with the performance of the obligations of selected bidder under the contract.

In the event the bidder is unable to provide the services, during the engagement period as per the contract for whatever reason, the Performance Bank Guarantee would be invoked by MPBCDC LTD.

Technical Bid (Eligibility Criteria)

Technical bid response must comply with the annexures provided and all the compliances stated in **Section 3 (Eligibility Criteria)**.

MPBCDC LTD. reserves the right to waive any of the Technical Specification during technical evaluation, if in MPBCDC LTD.'s opinion it is found to be minor or an acceptable deviation.

Financial Bid

The rates as given in the financial bid shall be quoted in figures and the rates must be inclusive of all taxes. The bidder(s) are required to check the price/amount carefully before uploading the financial bid.

- a. Only one bid would be considered from one firm/company.
- b. The Bidder(s) are also advised to visit MPBCDC LTD.'s website on regular basis to check the necessary updates. MPBCDC LTD. also reserves the right to amend the dates mentioned in Key Events & Dates of this Bid document.

Prospective bidder(s) will be notified of the amendment which will be final and binding on all the bidder(s) via notification of the Maha-Tender and MPBCDC LTD Website only.

In order to allow prospective bidder(s) reasonable time to take the amendment into account, in preparing their Bid, MPBCDC LTD. at its discretion, may extend the deadline for the submission of Bid.

Further, MPBCDC LTD. reserves the right to scrap the RFP or drop the tendering process at any stage without assigning any reason.

Note:

- If the online submission does not include all the information required or is incomplete, the proposal would be liable to be rejected.
- Bid(s) submitted by Fax or E-mail or any form other than mentioned above will not be acceptable and would be liable to be rejected by MPBCDC LTD.
- The evaluation of the bids will only be based on the documents uploaded online on Maha-Tender <https://mahatenders.gov.in>
- The bid(s) shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable to be rejected.
- In the first stage, only TECHNICAL BID will be opened and evaluated for the Bidder(s) qualifying the eligibility criteria. Bidder(s) who satisfy the technical requirements as determined by MPBCDC LTD., shall qualify for the Financial Bid evaluation.
- The Tender evaluation committee constituted for the said purpose shall conduct bid evaluation. The objective of evaluation methodology is to facilitate the selection of desired solutions at optimal cost. The purpose of it is only to provide the Bidder(s) an idea of the evaluation process that MPBCDC LTD. may adopt.
- MPBCDC LTD. reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and financial responses by the prospective bidder(s), without assigning any reason, whatsoever, and without any requirement of intimating the Bidder(s) of any such change.
- MPBCDC LTD.'s decision in respect of evaluation methodology and short listing of bidder(s) will be final and no claims, whatsoever in this respect, shall be entertained.
- The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted.

Transfer of Bid Document/ Award

Transfer of Bid(s) submitted by successful bidder to other party is not permissible. MPBCDC LTD. may request any bidder in writing to provide clarification on any tender clause based on the technical evaluation. Subsequent queries of MPBCDC LTD., if any, on the technical details, clarifications or any other information should be replied positively within the time specified, failing which bid shall be finalized based on the information available. It shall, therefore, be in the Bidder(s) interest to give complete and comprehensive technical particulars/description and details.

Evaluation of Technical Bids

The Tender Evaluation Committee constituted by MPBCDC LTD. Limited will conduct the evaluation of technical bids. MPBCDC LTD. will evaluate and compare the bids which have been determined to be substantially responsive.

MPBCDC LTD. reserves the right to open the bid(s) at the specified/notified time and date, irrespective of the attendance or absence of the bidder(s).

Price Evaluation Criteria

Bidder(s) should quote their rates/prices in Indian Rupees only which shall be inclusive of all applicable taxes for entire scope of work as per Price bid format included of this tender document.

Section – VII

Standard Terms & Conditions

Section VII: Standard Terms & Conditions

Clarification of Tender Document

The prospective Bidder(s) requiring any clarification may notify MPBCDC LTD. in writing or by e-mail as specified in Key Events and Dates section.

Amendment of Tender Document

MPBCDC LTD. reserves its right to modify the Tender Document at any stage of tender process by amendment. In order to accord prospective Bidder(s) reasonable time to prepare their bid, MPBCDC LTD. may, at its sole discretion, extend the last date and time for submission of Bid.

Completeness of Response

Bidder(s) are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of this RFP document with full understanding of its implications.

Response to this RFP should be full and complete in all respects. Failure to furnish all the information required or submission of a proposal not substantially responsive in every respect will be at the Bidder's own risk and may result in rejection of their bid.

Proposal Cost

MPBCDC LTD. shall not be liable for any cost incurred by bidder(s) in preparing responses to this RFP or for any work performed prior to official appointment by MPBCDC LTD.

Any other Information

In addition to the information desired in terms and conditions as well as in the technical bid, the Bidder(s) may provide any other information/description like performance figures specified/ indicated along with supporting documents/calculations.

Validity of the Bid

The Bid shall remain valid for acceptance for a minimum period of One Eighty (180) days from the last date of submission of Bid (Technical and Financial), including extensions, if any.

In exceptional circumstances, MPBCDC LTD. may solicit the Bidder(s) consent for extension of the period of validity. The request and response thereto shall be made in writing.

Exclusivity

MPBCDC LTD. will choose one (1) successful bidder to provide the required services. Further, no Consortium **bids as well as sub-contracting in any form**, shall be accepted.

Language

The Bidder(s) shall quote the rates in English language. The rate shall be in whole numbers. These rates shall be entered in figures as well as in words. In the event of variation in number written in figure and words, the number written in words will be taken as final.

Rectification of Errors

Arithmetical errors in the Financial Bid will be rectified on the following basis.

1. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.
2. If there is a discrepancy between words and figures, the amount in words shall prevail.

Note: If the Bidder does not accept the correction of errors, their bid will be rejected.

Rejection of Bid

Bids may be rejected on the occurrence of any one of the following events/ conditions:

(i) General Rejection Criteria

- Any effort by a Bidder to influence MPBCDC LTD. in its decisions on bid evaluation, bid comparison or contract award may result in rejection of Bidder(s) bid.
- Bids which do not conform to unconditional validity of the bid as prescribed in the Tender.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage/time during the Tendering Process.
- Any evidence of cartelization.
- Bids received by MPBCDC LTD. after the last date prescribed for receipt of bids.
- Bids without signature of person (s) duly authorized on required pages of the bid.
- Bids without power of authorization and any other document consisting of adequate proof of the ability & eligibility of the signatory to bind the Bidder.

(ii) Technical Rejection Criteria

- Technical Bid containing financial details.
- Revelation of Prices in any form or for any reason before opening the Financial Bid.
- Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- Bidder(s) not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
- Bidder's not complying with the Technical and General Terms and conditions as stated in the RFP documents.
- Bidder's not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this

- tender.
- If the bid does not confirm to the timelines indicated in the bid.

(iii) Financial Rejection Criteria

- Incomplete Price Bid.
- Price Bids that do not conform to the Tender's price bid format.

Confidentiality of the Document

The Bidder will treat all data & information about MPBCDC LTD., obtained in the execution of its responsibilities as confidential & will not reveal such information to any other party without prior written approval of MPBCDC LTD. If the Bidder leaks any such information to any third party by any means, MPBCDC LTD. holds the right to take such action as may be necessary.

Conflict of Interest

Bidder(s) must disclose to MPBCDC LTD. in their proposal any potential conflict of interest, including any conflict which may involve MPBCDC LTD. employees who may have a financial interest in the Bidder.

If such conflict of interest exists, MPBCDC LTD. may, at its discretion, refuse to consider the Proposal.

Non-Collusion

Bidder shall not discuss or communicate, directly or indirectly, with any other Bidder or their agent or representative about the preparation of their Proposal. Bidder shall attest that its Participation in the RFP process is conducted without collusion or fraud.

If MPBCDC LTD. discovers there has been a breach of this Requirement at any time, MPBCDC LTD. reserves the right to disqualify the bid or to terminate any ensuing Agreement.

Right to Accept or Reject the Tenders

The right to accept the bid in full or in part/parts will rest with MPBCDC LTD. MPBCDC LTD. reserves the right to reject (during any stage of the Tendering Process) any, or all the bids received without assigning any reason whatsoever. Tenders, in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected at the discretion of MPBCDC LTD.

MPBCDC LTD. may waive any minor informality or non-conformity or irregularity curable in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Clarification of bids

During evaluation of Bids, MPBCDC LTD., at its discretion, may ask the Bidder(s) for clarification on their Bid submitted. The request for clarification and the response shall be in writing (e-Mail/on Maha-Tender), and no change in the substance of the Bid shall be sought, offered or permitted.

Debarment

In case of any misconduct or fraudulent practice, bidder may be debarred in accordance with Guidelines on “Debarment of firms from bidding” issued by Department of Expenditure, Ministry of Finance (O.M. No. F.1\20\2018-PPD) dt: 02/11/2021.

Assignment

The Bidder shall not assign, in whole or in part, its obligation to perform under this contract, except with MPBCDC LTD. Prior written consent. The Bidder shall notify MPBCDC LTD. in writing of all sub-contracts awarded under the contract, if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Bidder from any liability or obligation under the contract.

Annulment of Award

Failure of the successful bidder to comply with the requirement as mentioned in scope of work shall constitute sufficient ground for the annulment of the award in which event MPBCDC LTD. may award the contract to any other bidder or call for new bids.

Good Faith Statement

All information provided by MPBCDC LTD. in this RFP is offered in good faith. Individual items are subject to change at any time. MPBCDC LTD. makes no certification that any item is without error. MPBCDC LTD. is not responsible for or liable for any resulting claims arising out of use of this information.

Award of Contract

Before the expiry of the period of validity (extended period of validity if extended) of the proposal, MPBCDC LTD. shall notify the L1 Bidder through Maha-Tender portal or by email.

Commencement of Work

The successful bidder shall commence services within three (3) days off award of contract or as per the schedule provided by MPBCDC LTD. in LOI/PO/Work Order and shall proceed with the same with due expedition without delay.

If the bidder fails to provide the services within stipulated time as per LOI/PO/Work Order or as stated, MPBCDC LTD. at its sole discretion will have the right to cancel the contract.

Services shall be provided under the direction and to the satisfaction of MPBCDC LTD.

Supplementary Information to the RFP

If MPBCDC LTD. deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

Termination Clause

MPBCDC LTD. at its absolute discretion reserves its right to terminate the contract/ agreement for any reason including but not limited to the following:

- ❖ MPBCDC LTD. without prejudice to any other remedy for breach of contract, may terminate (without compensation) the contract/agreement by giving seven days' notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of the various services specified/agreed upon by the selected bidder, or if the engagement is not in the interest of MPBCDC LTD. or MPBCDC LTD. no more requires any such service.
- ❖ Other Grounds for Termination: MPBCDC LTD. is entitled to terminate (without compensation) this contract/agreement for any reason at its absolute discretion forthwith without notice, without assigning any reason and without payment of any compensation, in the following cases: -
 - The Bidder is adjudicated insolvent by a Competent Court or files for insolvency.
 - It is clearly understood by the Bidder that if a charge sheet is filed by any competent authority of the Government against the Bidder, the Bidder is obliged to notify MPBCDC LTD. within fifteen days of filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due for service rendered after the date of the filing of the charge sheet.
 - for any reason whatsoever, the selected bidder becomes disentitled in law to perform his obligations under this contract/agreement.
 - The bidder is involved in wrongful billing. In addition, hereto wrongful billing shall also result in the bidder being debarred in accordance with guidelines on "Debarment of firms from bidding" issued by Department of Expenditure, Ministry of Finance (O.M. No. F.1\20\2018-PPD) dt: 2/11/2021.

Indemnity

The bidder (s) / Successful bidder shall indemnify and keep indemnified to protect and save MPBCDC LTD., its employees, personnel, officers, directors and representatives against all claims, losses, costs, damages, expenses, action suits and other proceedings arising out of violation of any Patents or Copyrights, for all Systems Software supplied or any default on their part.

Jurisdiction

The jurisdiction for the purpose of settlement of any dispute of differences whatsoever in respect of or relating to or arising out of or in any way touching this contract or the terms and conditions thereof or the construction and/or interpretation thereof shall be that of the appropriate court in Mumbai. The jurisdiction of any other court in any place other than Mumbai is specifically excluded.

Violation of Terms

MPBCDC LTD. clarifies that MPBCDC LTD. shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder(s) and its Partner(s) from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies. MPBCDC LTD. may have at law or in equity, including without limitation, a right for recovery of any amounts and related costs and a right for damage.

Penalty for deficiency in Services

Any delay/failure in completion of the job as per the scope of work or part thereof will invite imposition of penalty @ 2% of the contract value per week and/or invocation of performance bank guarantee.

Waiver of Minor Irregularities

MPBCDC LTD. reserves the right to waive minor irregularities in proposals provided such action is in the best interest of MPBCDC LTD. Where MPBCDC LTD. may waive minor irregularities, such waiver shall in no way modify the "Request for Proposal" (RFP) requirements or excuse the Bidder from full compliance with the RFP specifications and other contract requirements if the Bidder is selected.

Force Majeure

MPBCDC LTD. may cancel the award without any penalty or may extend time limit set for the completion of the work as deemed fit in case the timely completion of the work is delayed by force majeure beyond the selected bidder's control, subject to what is stated in the following sub paragraphs and to the procedures detailed there in being followed.

Force majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national emergencies, civil commotions.

The successful Bidder's right to an extension of the time limit for completion of the work in the above-mentioned cases is subject to the following procedures:

- a) That within 2 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the successful bidder informs MPBCDC LTD. in writing that the Bidder considers himself entitled to an extension of the time limit.
- b) That the successful Bidder produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
- c) That the successful Bidder proves that the said conditions have actually been interfered with the carrying out of the contract; and
- d) That the successful Bidder proves that the delay occurred is not due to his own action or lack of action.

However, Force Majeure does not entitle the successful Bidder to any relaxation or to any compensation of damage or loss suffered.

Merger/ Acquisition of Bidder

In the event of the Bidder's Firm or the concerned division of the firm being taken over/bought over by another firm, all the obligations under the agreement with MPBCDC LTD. should be passed on for compliance to the new firm in the Negotiations for their transfer.

Delays in the Bidder's Performance

If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely performance of services, the Bidder shall promptly notify

MPBCDC LTD. in writing of the fact of the delay, its likely duration and its cause(s).

MPBCDC LTD. reserves the right to reject a bidder in case it is observed that they may not be in position to execute this job as per the required schedule. The decision of MPBCDC LTD. will be final in the regard.

As soon as practicable after receipt of the Bidder's notice, MPBCDC LTD. shall evaluate the situation and may at its discretion extend the Bidder's time for performance.

Preliminary Examinations

- MPBCDC LTD. will examine the Technical Bids to determine whether they are complete, the documents have been properly signed, supporting papers/documents attached and the bids are generally in order.
- MPBCDC LTD., at its sole discretion, may waive any minor nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- Prior to the detailed evaluation, MPBCDC LTD. will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations.
- If a Bid is not substantially responsive, it will be rejected by MPBCDC LTD. and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- Bidder(s) are expected to examine all instructions, forms, terms and specification in this RFP. Failure to furnish all information required by this RFP or to submit a Bid not substantially responsive in every respect will be at the Bidder's risk and may result in the rejection of Bid.

Reservation Right

Bidder(s) will not have the right to change the conditions, terms or prices of the proposal once the proposal has been submitted in writing to MPBCDC LTD., nor shall bidder(s) have the right to withdraw a proposal once it has been submitted.

Withdrawal of Bids

No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in this RFP document.

Transition Process

Upon termination or expiration of this Contract, MPBCDC LTD. and the Bidder shall reasonably cooperate with each other to affect a smooth transition so as not to impose undue hardship.

Liquidated Damages and Penalties

If the Selected Bidder fails to provide the Services within the time period(s) specified in the Contract, MPBCDC LTD. shall, without prejudice to its other remedies under the Contract, have the right to forfeit the performance security/Bank Guarantee.

The Bidder covenants to be bound by the decision of MPBCDC LTD. without any demure in such an eventuality.

Confidentiality of Information

Disclosure of any part of information to parties not directly involved in providing the services requested could result in the disqualification of the Bidder, pre-mature termination of the contract and/or legal action against the Bidder for breach of trust.

No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent from MPBCDC LTD.. Reproduction of this RFP, without prior written consent of MPBCDC LTD., by photographic, electronic, or other means is prohibited.

ARBITRATION & RECONCILIATION:

- I. In case an amicable settlement is not reached in the event of any dispute, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to sole arbitrator. The arbitrator shall be appointed by mutual consent.
- II. The award of the Arbitrator shall be binding upon the parties to the dispute.
- III. The provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.
- IV. The cost of arbitration shall be borne equally by both the parties.
- V. Work under the contract shall be continued during the arbitration proceedings.

Miscellaneous Terms & Conditions:

- a) This tender document contains information that is believed to be relevant at the date but does not purport to provide all the information that may be necessary or desirable to enable an intending contracting party to determine whether to enter into a contract or arrangement with MPBCDC LTD. Neither MPBCDC LTD. nor any of its employees, agents, contractors, or advisors gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document.
- b) Each respondent should notify MPBCDC LTD. Ltd of any error, omission, or discrepancy found in this tender document.
- c) A Respondent will, by responding to MPBCDC LTD. Ltd for tender, be deemed to have accepted the terms of this RFP.
- d) Selected bidder shall during the tenure of the Contract and at any time thereafter keep all information relating to the work in full confidence and shall not, unless so authorized in writing by MPBCDC LTD., divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through Tax consultant or its personnel or agents.

- e) The Bidder(s) are requested to submit their bids (technical and financial) prior to last date of submission to avoid any technical or other difficulty resulting in non- submission of their bids due to non-availability of portal at last moment and or any other reason whatsoever.
- f) At any time prior to the deadline for submission of Bids, MPBCDC LTD. may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum/corrigendum.
- g) Bidder should provide all the information ensuring its completeness and accuracy, in the desired format in a clear and unambiguous manner.
- h) Each bidder shall submit only one bid for a single assignment.
- i) If any false information/ documents are provided/ submitted in the bid document, MPBCDC LTD. reserves the right to reject such bid at any stage or to terminate the contract, if awarded, with immediate effect and take legal action against the bidder/ appointed firm, as may be appropriate.
- j) The successful Bidder shall nominate a Nodal Officer, within 2 days of the award of the work/contract. Details of the Nodal Officer should be given to MPBCDC LTD. immediately after his/her nomination for timely and smooth interaction.

ANNEXURES

Annexure-I

Offer Forwarding Letter /Tender Submission Letter
(To be submitted on Bidder's letter head)

To
General Manager
MPBCDC LTD., 14A/14B,
First Floor, Mittal Chambers,
228, Nariman Point,
Mumbai 400021

Dear Sir,

Subject: Request for Proposal (RFP) for Procurement of Laptops, Desktop, Scanner

This is in reference to your above-mentioned tender. Having examined the tender document, I/we the undersigned, hereby submit my/our proposal along with necessary supporting documents as desired by MPBCDC LTD.

Further, I/we agree, that MPBCDC LTD. reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder(s) of any such change.

Further, I/we agree to abide by all the terms and conditions as mentioned in the tender document. I/We have also noted that MPBCDC LTD. reserves the right to consider/ reject any or all applications without assigning any reason thereof.

Date:
Place:

[Signature]
(Name of Authorised Signatory)
Designation
[Company/Firm Seal]

Tender Acceptance Letter

(To be submitted on Bidder's letter head along with Technical Bid)

To
General Manager
MPBCDC LTD, 14A/14B,
First Floor, Mittal Chambers,
228, Nariman Point,
Mumbai 400021

Dear Sir,

Subject: Acceptance of Terms & Conditions of Tender

Tender Reference No: _____

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, I/We hereby enclose my/our offer, as detailed in your above referred RFP.

I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality/ entirety.

I/We hereby declare that my/our Firm/Company has not been blacklisted/ debarred /banned or disqualified by any Government or any Government agency including PSUs, Public Sector Banks / Public Sector Insurance Companies, during a period of last three year.

Further, I/We hereby declare that none of my/our partners /directors of my/our Firm/Company is blacklisted /debarred /banned by any Government or any Government agencies including PSUs, Public Sector Banks / Public Sector Insurance Companies, any Government regulatory body nor has any criminal case against him /her is filed/pending during a period of last three years.

I/We certify that all information furnished by my/our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then MPBCDC LTD. shall without giving any notice or reason can summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit /Security deposit or both absolutely.

I/We hereby certify that all the information and data furnished by me/us with regard to the above Tender Specification are true and complete to the best of my/our knowledge. I/We have gone through the specifications, condition, stipulations and other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I/We further certify that I/We am/are authorized to represent on behalf of my/our firm/company for the above-mentioned tender and a valid Power of Attorney/Authorization letter to this effect is also enclosed.

I/We hereby confirm that I/we have not changed/modified/materially altered any of the tender

documents as downloaded from the website/issued by MPBCDC LTD. and in case of such observance at any stage, it shall be treated as null, and void and our tender shall be deemed to be withdrawn.

I/We also hereby confirm that I/we have neither set any Terms and Conditions nor have I/We taken any deviation from the Tender conditions together with other references applicable for the above referred Tender Specification.

I/We further confirm my/our unqualified acceptance to all Terms and conditions, unqualified compliance to Tender Conditions, Integrity Pact, and acceptance to bidding process.

I/We confirm that my/our firm/company has not been referred to NCLT by any creditor. I/We further confirm that my/our firm/company and/or Promoters/Directors have not been convicted under Criminal law by Competent Court or Higher Court.

I/We confirm to have submitted the offer in accordance with tender instructions and as per aforesaid reference.

Date:
Place:

[Signature]
(Name of Authorised
Signatory)
Designation
[Company/Firm Seal]

**Undertaking regarding Litigation/Arbitration
(To be given on Company Letter Head)**

To
General Manager
MPBCDC LTD, 14A/14B,
First Floor, Mittal Chambers,
228, Nariman Point,
Mumbai 400021

I/We hereby confirm and declare that I/we, M/s _____,

- do not have any litigation/Arbitration History with any Government department/Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 3 years.
- are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date.

For _____

Authorized Signatories

(Name & Designation, seal of the company/Firm)

Date:

NON-BLACKLISTING/NON-DEBARMENT DECLARATION
(To be given on Company Letter Head)

To
General Manager
MPBCDC LTD, 14A/14B,
First Floor, Mittal Chambers,
228, Nariman Point,
Mumbai 400021

Sub: Declaration for non-blacklisting

I/We hereby confirm and declare that I/we, M/s _____, are not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 3 years.

For _____

Authorized Signatories

(Name & Designation, seal of the company/Firm)

Date:

Undertaking

Format for declaration

Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017

I/We certify as under: We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- I. I/we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed); and
- II. I/we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

(Stamp and Signature of Authorized Person)

Name & Designation Name of company/Firm/Proprietor

Date

Place

Malicious Code Certificate

(To be submitted on the letter head of OEM / Bidder. If, bidder is an Authorized Reseller of the OEM, then the certificate from both needs to be submitted)

Date:

To
General Manager
MPBCDC LTD, 14A/14B,
First Floor, Mittal Chambers,
228, Nariman Point,
Mumbai 400021

Dear Sir,

This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to: -

- Inhibit the desires and designed function of the equipment.
- Cause physical damage to the user or equipment during the exploitation.
- Tap information resident or transient in the equipment/network.
- The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to the activation of any such malicious code in embedded software.

For _____

Authorized Signatories

(Name & Designation, seal of the company/Firm/Proprietor)

Date:

Integrity Pact

(To be executed on plain paper and submitted along with Technical Bid for Tenders having a value of Rs. 10 Lakh or more. To be signed by the same signatory competent / authorized to sign the relevant contract on behalf of MPBCDC LTD. Ltd.)

_____ (Name of the Department / Officer)
Tender No. _____ for _____
(Each Tender must have Distinct Number and Subject Matter)

This pre-bid pre-contract Integrity Pact (Agreement) (hereinafter called the Integrity Pact) (IP) is made on _____ day of the _____, between, on one hand, MPBCDC LTD. Ltd., a company Incorporated under Companies Act, 1956, with its Registered Office at MPBCDC LTD. 14A/14B, First Floor, Mittal Chambers, 228, Nariman Point, Mumbai 400021, acting through its authorised officer, (hereinafter called Principal), which expression shall mean and include unless the context otherwise requires, its successors in office and assigns) of the First Part

And

M/s.....
.....
(with complete address and contact details) represented by Shri..... (i.e. Vendor / Bidders hereinafter called the 'Counter Party') which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

AND WHEREAS the PRINCIPAL values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with Counter Party(ies).

AND WHEREAS, in order to achieve these goals, the principal has appointed Independent External Monitors (IEMs) to monitor the Tender process and execution of the Contract for compliance with the principles as laid down in this Agreement.

WHEREAS THE Principal proposes to procure the Goods/services and Counter Party is willing to supply/has promised to supply the goods OR to offer/has offered the services and

WHEREAS the Counter Party is a private Company/ Public Company/ Government Undertaking/ Partnership Firm, etc. constituted in accordance with the relevant law in the matter and the principal is a Government Company and a Systematically Important, Non-Deposit taking, Non- Banking Financial Company, (NBFC-ND-SI).

NOW THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent, and free from

any influence, prejudiced dealing prior to, during and subsequent to the tenor of the contract to be entered into with a view to “-

Enabling the PRINCIPAL to obtain the desired goods/services at competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling the Counter Party to abstain from bribing or indulging in any type of corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any from, by its officials by following transparent procedures.

The parties hereto hereby agree to enter this Integrity Pact and agree as follows: -

A. Commitment of the Principal

1. The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a) No employee of the principal, personally or through any of his/her family members will in connection with the Tender or the execution of the contract, procurement or services/goods, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The principal will, during the Tender Process treat all the Counter Party (ies) with equity and reason. The principal will, in particular, before and during the Tender Process, provide to all Counter Party (ies) the same information and will not provide to any Counter Party (ies) confidential / additional information through which the Counter Party (ies) could obtain an advantage in relation to the Tender Process or the Contract execution.
 - c) The principal shall endeavour to exclude from the Tender process any person, whose conduct in the past had been of biased nature.
2. If the Principal obtains information on the conduct of any of its employee which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there is a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

B. Commitments of Counter Parties

The Counter Party commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following. Counter Party (ies) commit himself / themselves to observe these principles during participation in the Tender Process and during the Contract execution: -

1. The Counter Party will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement etc. to any official of the PRINCIPAL which is not available legally, connected directly or indirectly with the bidding process, or to any person company or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2. The Counter party further undertakes that it has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement etc. to any official of the Principal or otherwise in procurement contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Principal for forbearing to show favour of disfavour to any person in relation to the contract or any other contract with the Principal.
3. Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract Foreign Counter Parties shall disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals and associates.
4. Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary of any, in connection with the bid / contract.
5. The Counter Party has to further confirm and declare to the Principal that the Counter Party is the original integrator and has not engaged any other individual or firm or company, whether in Indian or foreign intercede, facilitate or in any way to recommend to Principal or any of its functionaries whether officially or unofficially to the award of the contract to the Counter Party nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any intercession, facilitation or recommendation.
6. The Counter Party, either while presenting the bid or during pre-contract negotiation or before signing the contract shall disclose any payment made, is committed to or intends to make to officials of Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details or services agreed upon for such payments.
7. The Counter Party will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the Contract. Also, the Counter Party has not entered into any undisclosed agreement or understanding with other Bidders with respect to prices, specifications, certifications, subsidiary contracts etc.
8. The Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
9. The Counter Party shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Counter Party also undertakes to exercise due and adequate care lest any such information is divulged.
10. The Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
11. The Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.
12. If the Counter Party or any employee of the Counter Party or any person acting on behalf of the Counter Party, either directly or indirectly, is a relative of any of the official / employee of Principal, or alternatively, if any relative of an official / employee of Principal has financial interest / stake in the Counter Party firm, the same shall be

disclosed by the Counter Party at the time of filling of tender.

13. The term 'relative' for this purpose would be as defined in Section 2 Sub Section 77 of the Companies Act, 2013.
14. The Counter Party shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employees / officials of the principal.
15. The Counter Party shall disclose any transgression with any other Company that may impinge on the anti-corruption Principle.
16. The Counter Party agrees that if it makes an incorrect statement on this subject, Bidder / Counter Party can be disqualified from the tender process or the contract, if already awarded, can be terminated for such a reason.

C. Disqualification from Tender Process and exclusion from Future Contracts

1. If the Bidders, either before award or during execution of Contract has committed a transgression through a violation of Article II above or in any other from, such as to put his reliability or credibility in question, the principal is entitled to disqualify the Counter Party from the Tender Process or terminate the Contract, if already executed or exclude the Counter Party from future contract award processes.
2. The Counter Party accepts and undertakes to respect and uphold the principal's absolute. right to resort to and impose such execution.
3. Apart from the above, the principal may act for banning of business dealings / Counter Party as deemed fit by the principal.
4. If the Counter Party can prove that it has resorted / recouped the damage caused and has installed a suitable corruption prevention system as per the satisfaction of the Principal, the Principal may at its own discretion, as per laid down company procedure, revoke the exclusion.

D. Consequences of Breach

Without prejudice to any rights that may be available to the Principal under Law or the Contract or its established policies and laid down procedure, the principal shall have the following rights in case of breach of this Integrity Pact by the Counter Party: -

1. Forfeiture of EMD / Security Deposit: If the Principal has disqualified the Counter Party(ies) from the Tender Process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to the Article III, the Principal apart from exercising any legal rights that may have accrued to the principal, may in its considered opinion forfeit the Earnest Money Deposit / Bid Security amount of the Counter Party.
2. Criminal Liability: IF the Principal obtains knowledge of conduct of a Counter Party which constitute corruption within the meaning of PC Act, or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer.

E. Equal Treatment of all Bidders / Manpower Agencies / Sub-Manpower agencies / Counter Parties

1. The Counter Party (ies) undertake (s) to demand from all sub-Manpower agencies a commitment in conformity with this Integrity Pact. The Counterparty shall be

responsible for any violation(s) of the principles laid down in this Agreement / Pact by any of its sub- Manpower agencies / sub-vendors.

2. The principal will enter into Pacts in identical terms as this one with all Counter Parties.
3. The principal will disqualify Counter Parties who do not submit to the duly signed Pact, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

F. Duration of the Integrity Pact (IP)

1. This IP shall be operative from the date IP is signed by both the Parties till the final completion of the contract. Any violation of the same would entail disqualification of the Counter Party and exclusion from future business dealings.
2. If any claim is made / lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by the MD&CEO, MPBCDC LTD. Ltd.

G. Other Provisions

1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office / Regional Offices of the Principal who has floated the Tender. The concerned Office / Department which has floated the Tender would be the focal point for implementation of IP.
2. Changes and supplements in any Procurement / Service Contract / Tender need to be made in writing. Changes and supplement in IP need to be made in writing.
3. If the Counter Party is a partnership or a consortium, this IP must be signed by all the partners and consortium members. In case of a Company, the IP must be signed by a representative of the Counter Party duly authorized by Board resolution.
4. Should one or several provisions of this IP turn out to be invalid; the remainder of this Pact remains valid. In that case, the parties will strive to come to an agreement to their original intentions.
5. A person signing the IP shall not approach the Court while representing the matter to the IEMs and he / she will await their decision in the matter.
6. This IP is deemed as part of the procurement / service contract and both the Principal and the Counter Party are bound by its provisions.

H. Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and / or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender / Contract documents regarding any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact (IP) at the place and date first above mentioned in the presence of the following witnesses: -

**For MPBCDC LTD.
(Authorised Signatory)**

**Place: Date:
Witness**

1. _____

(Name & Address)

2. _____

(Name & Address)

**For Bidder
(Authorised Signatory)**

**Place: Date:
Witness**

1. _____

(Name & Address)

2. _____

(Name & Address)

Annexure-VIII

Financial Bid Format for Procurement of Laptops, Desktop, Scanner

To
 General Manager
 MPBCDC LTD., 14A/14B,
 First Floor, Mittal Chambers,
 228, Nariman Point,
 Mumbai 400021

Dear Sir,

In response to your query, we hereby submit our financial bid, for procurement of Laptops, Desktop, Printer, Scanner as per specifications:

(Amount in Rupees - Inclusive of Taxes)

Device And (Quantity)	Specification	Configuration	Total Price (inclusive of GST) +licenced software +transportation cost
Laptop (Quantity-41)	Processor (CPU)	Intel Core i5 (13th Gen)	
	Memory	16 GB RAM	
	Storage	512 GB SSD	
	RAM Expandability	Up to 32 GB	
	Operating System	Windows 11 Pro	
	Display	14" Full HD Display	
All in one PC (Quantity-105)	Processor (CPU)	Intel Core i5	
	Memory	16 GB RAM	
	Storage	512 GB SSD + 1 TB HDD	
	Display Monitor	22"	
	Operating System	Windows 11 Pro	
Scanner (Quantity-43)	Type	ADF (Automatic Document Feeder)	
	Speed	40-60 ppm	
	Resolution	600 dpi/1200dpi	
	Interface	USB 3.0	
	Compatibility	TWAIN / ISIS Support	
	Model Reference	HP Scanjet Pro 3000 S4	

Note: Price Bid mentioned here is for illustration purpose only. Bidder(s) must upload the Financial Bid in PDF Format on Maha-Tender PORTAL separately. Financial Bid should not be uploaded in any case along with Technical Bid Documents. If any bidder uploads the Financial Bid along with Technical Bid, the said bidder is liable to be disqualified/ rejected, and their bid will not be considered for further evaluation.

- Bidders shall mention all such taxes, transportation cost in quoted cost in the financial bid separately as per the format provided. If there is any reduction or increase in duties and taxes due to any reason whatsoever after submission of Bid by the Bidder, the same shall be passed on to the MPBCDC LTD. or service provider respectively.

- **The Laptops / Desktops must have pre-installed licensed software such as MS-Office (Microsoft office Home 2024 permanent license), Quick Heal Pro 1 User 3 Years and other relevant features necessary for the user functionalities.**
- **For quantity and delivery locations please refer section 4 point 4.2Scope of work**
- All the terms and conditions contained in the RFP document are acceptable.

Date:
Place:

[Signature]
(Name of Authorised
Signatory)
Designation
[Company Seal/Firm]

**Declaration by Authorised Signatory of Bidder
(To be submitted on Bidder's letter head)**

To
General Manager
MPBCDC LTD, 14A/14B,
First Floor, Mittal Chambers,
228, Nariman Point,
Mumbai 400021

Dear Sir,

Subject: Declaration by Authorized Signatory

Ref: Name of Tender and RFP No. ,

I/We hereby certify that all the information and data furnished by me/us regarding the above Tender Specification are true and complete to the best of my/our knowledge. I/We have gone through the specifications, condition, stipulations, and other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I/We further certify that I/We am/are authorized to represent on behalf of my/our firm/company for the above-mentioned tender and a valid Power of Attorney/Authorization letter to this effect is also enclosed.

Date:
Place:

[Signature]
(Name of Authorised Signatory)
Designation
[Company Seal/Firm]

Escalation Matrix
[To be submitted along with Technical Bid]

Tender No: -----

Dated:

(Starting from the person authorized to make commitments to MPBCDC LTD. till the person in rank of CEO/VP)

Name	Company	Designation	Mobile	Phone	Email address

Date:
Place:

[Signature]
(Name of Authorised
Signatory)
Designation
[Company Seal/Firm]

Format of sending Pre-bid queries

Subject: Request for Proposal (RFP) for Procurement of Laptops, Desktop, Scanner

Tender No: ----- Dated:.....

Name of the Bidder:

Contact Address of the Bidder:

Sl. No.	Section Number	Page Number	Query

Date:
Place:

[Signature]
(Name of Authorised
Signatory)
Designation
[Company Seal/Firm]

Declaration for Relation in MPBCDC LTD.
(To be submitted on Bidder's letter head)

To,
General Manager
MPBCDC LTD., 14A/14B,
First Floor, Mittal Chambers,
228, Nariman Point,
Mumbai 400021

Dear Sir,

Subject: Declaration for relation in MPBCDC LTD.

I/We hereby submit the following information pertaining to relation/relatives of Directors/
Employee(s) employed in MPBCDC LTD.

Tick (√) any one as applicable:

- The Director(s), Executives, of my/our Firm/Company DO NOT have any relation or relatives employed in MPBCDC LTD.

OR

- The Director(s), Executives, of my/our Firm have relation/relatives employed in MPBCDC LTD. and their particulars are as below:

Date:
Place:

[Signature]
(Name of Authorised
Signatory)
Designation
[Company Seal/Firm]

Performa for Performance Bank Guarantee

General Manager

To
General Manager
MPBCDC LTD, 14A/14B,
First Floor, Mittal Chambers,
228, Nariman Point,
Mumbai 400021

Guarantee No.:
Amount of Guarantee: Rs.....
Guarantee Cover From.....to.....
Last date of Lodgement of Claim:

This Deed of Guarantee executed at Mumbai on this day.....of.....by
..... Bank, a body corporate constituted under the Banking Companies (Acquisition
and Transfer of Undertaking) Act, 1970 having its Head Office
at.....,inter-alia, a Branch Office
at.....(Hereinafter referred to as 'Guarantor', which expression shall, unless it be
repugnant to the subject or context thereof, include their successors and assigns) in favor of
MPBCDC LTD. having its registered office at MPBCDC LTD. 14A/14B, First Floor, Mittal
Chambers, 228, Nariman Point, Mumbai 400021 (hereinafter referred to as 'MPBCDC LTD.'
which expression shall unless it be repugnant to the subject or context thereof include their
successors and assigns).

WHEREAS

i) MPBCDC LTD. has placed orders on M/s having its
office at (hereinafter referred to as 'Service Provider') vide its letter
No..... dated for services of
as per specifications and terms and conditions given in the above said orders, at a total
cost of Rs. (Rupees.....only) including all GST etc. The service
provider has now submitted invoices to MPBCDC LTD., for the commencement of services
of said amounting to Rs.(inclusive of all taxes and duties.)

The said orders, inter-alia, provides that a sum of Rs.being 97% of the price
of the said will be paid to the Service Provider by MPBCDC LTD. on providing services and
balance 3% upon furnishing a bank guarantee to MPBCDC LTD., equivalent to 3% of the cost
of the said.....amounting to Rs.
(Rupees.....only), valid for a period of Year..... from the date
of commencement of services plus three months and due performance of the said

At the request of the Services Provider, (Bank) the guarantor has agreed to give such a
guarantee to MPBCDC LTD. as hereinafter mentioned for the sum of Rs.
.....(Rupeesonly) being the 3% cost of the said applicable as
herein before mentioned.

NOW, THEREFORE, these presents witnessed as follows:

1. In consideration of the premises the Guarantor hereby unconditionally absolutely and
irrevocably guarantees and agrees with MPBCDC LTD. that in case the said
.....are found to be defective in

services and also in case the saiddo not perform satisfactorily during the guarantee period and the service provider fails to rectify the defects to the satisfaction of MPBCDC LTD., the guarantor shall pay to MPBCDC LTD. upon demand immediately and without demur a sum of Rs..... (Rupeesonly) equivalent to 3% of the said as herein before mentioned.

2. The Guarantor shall also indemnify and keep MPBCDC LTD. indemnified against all losses, damages, costs, claims and expenses whatsoever, which MPBCDC LTD. may suffer as a result of non- performance of the said and also the said not confirming to the purchase order specifications or any services defect noticed and not rectified by the service provider during the period. The guarantor hereby agrees to pay the aforesaid amount in one lump sum on demand irrespective of the fact whether the service provider admits or denies such claim or question its correctness in any Court, Tribunal or arbitration/proceedings or before any authority.

3. The guarantee given hereunder shall remain in full force and effect irrespective of any change in the terms and conditions of the contract/orders and notwithstanding the fact whether notice of such change or variation is given to the guarantor or not AND the guarantor hereby specifically waives its right to receive any notice of any change and/or variation of the terms and/or conditions of the said contract/orders.

4. The guarantee is issued subject to the condition that the liability of the guarantor under this guarantee is limited to a maximum of Rs..... (Rupeesonly) and the guarantee shall remain in full force for One Year from the date of commencement of services plus claim period of three months and thereafter for such extended period as may be mutually agreed upon by the Guarantor, the Service Provider and MPBCDC LTD.

5. Notwithstanding anything contained herein:

- i) The bank's liability under this guarantee shall not exceed Rs. (Rupees)
- ii) The guarantee shall remain in force up-to
- iii) The Bank shall be liable to pay the guaranteed amount or any part thereof under this guarantee only if a written claim or demand is served upon the Bank on or before..... (3 Months after expiry of the Guarantee) after which the bank shall be discharged from all liabilities under this guarantee.

In witness whereof, the guarantor has put its hand to this deed at Mumbai on the ----- first mentioned above.

For and on behalf of the
guarantor
(Name and Designation of
the signatory)
Authorized signatory

No Deviation Certificate
(To be submitted on Bidder's letter head)

To,
General Manager (Admin)
MPBCDC LTD., 14A/14B,
First Floor, Mittal Chambers,
228, Nariman Point,
Mumbai 400021

Dear Sir,

Subject: No Deviation Certificate

Ref: RFP/Tender No... .. ,

I/We hereby confirm that I/We have not changed/modified/materially altered any of the tender documents as downloaded from the website/issued by MPBCDC LTD. and in case of such observance at any stage, it shall be treated as null and void and my/our tender shall be deemed to be withdrawn.

I/We also hereby confirm that I/We have neither set any Terms and Conditions and nor have I/We taken any deviation from the Tender conditions together with other references applicable for the above referred RFP/Tender Specification.

I/We further confirm my/our unqualified acceptance to all Terms and conditions, unqualified compliance to Tender Conditions, Integrity Pact, and acceptance to bidding process.

I/We confirm to have submitted offer in accordance with RFP instructions and as per aforesaid reference.

Date:
Place:

[Signature]
(Name of Authorised Signatory)
Designation
[Company Seal/Firm]