

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	27-02-2023 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	27-02-2023 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Health And Family Welfare
Department Name/विभाग का नाम	Department Of Health And Family Welfare
Organisation Name/संगठन का नाम	International Institute For Population Sciences (iips)
Office Name/कार्यालय का नाम	Mumbai
Total Quantity/कुल मात्रा	2
Item Category/मद केटेगरी	Laptop
BOQ Title/बीओक्यू शीर्षक	High End Laptop
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	20 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	27 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/	Yes
Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	No

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance/विगत प्रदर्शन	30 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	675000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required	No
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ePBG Detail/ईपीबीजी विवरण

Required	No
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Splitting/विभाजन

Bid splitting not applied.

Reserved for Make In India products

Reserved for Make In India products	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the

"OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. 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. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

3. Experience Criteria: In respect of the filter applied for experience criteria, 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 number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

4. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. 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. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

5. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Laptop

(Minimum 20% Local Content required for qualifying as Class 1 Local Supplier)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Manjiri Mangesh Rane	400088, International Institute For Population Sciences Govandi station Road , Govandi east, Deonar, Mumbai -400088	2	10

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. Make in india specific authorisation certificate needs to be enclosed.
4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Additional / Special clauses to be incorporated in the bid for mini-laptops

1. The bidder should specify the minimum period required for arranging shipment/supply from the date of receipt of firm supply order contract. Further extension of time will not be provided for supply, than the minimum time indicated in the tender by the supplier after firm supply orders are placed by IIPS, Mumbai.
2. Each tender must contain not only quote for the rates for the main item of the bid but also the rates for spare parts / accessories that are compulsorily supplied with the main equipment. No part is to be made optional, all parts should be quoted. The aggregate value of the entire tender with all parts required should be mentioned failing which, the tender is liable to be rejected. The Director reserves the right of ordering /not ordering / altering any of the quoted parts. The rates quoted should be inclusive of transportation, delivery of the equipment at the Institute premises, installation and commissioning.
3. The loss to IIPS, Mumbai, if any incurred on account of the purchase rendered necessary elsewhere by failure, neglect or refusal on the part of the bidder to supply according to the terms of agreement will be

recovered from them. If any of the equipment's supplied by the bidder have been partially or wholly used and they are subsequently found to be bad in order, unsound, inferior in quality or description not in accordance with the samples or otherwise faulty or unfit for use, the wholesome of the contract price or price of such articles, equipment's or things will be recovered from the tenderer. The bidder will not be entitled for any payment whatsoever, for such articles for infringements of the stipulation of the conditions or for justifiable reasons, the contract may be terminated by the Director and the tenderer shall be liable for losses sustained by the IIPS on the consequences of the termination which may be recovered from the EMD/Bank guarantee or from their invoices which become due to them. In the event of such amount being insufficient, the balance will be recovered from the bidder.

7 Termination with Default of the bidders

IIPS may notify the bidder of the suspension or termination of this Contract where the services or any part of them are not provided to the satisfaction of IIPS giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the bidder to remedy that dissatisfaction and the time within which it must be completed.

Where this Contract is suspended and the bidder subsequently fails to remedy the dissatisfaction, IIPS may terminate the Contract forthwith.

IIPS may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred, terminate this Contract forthwith where:

- a) The bidder or any member of the bidder's personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
 - b) The bidder or any member of the bidder's personnel has committed an offence under any of the prevailing laws applicable to the project; or
 - c) The bidder is an individual or a partnership and at any time:
 - i. Becomes bankrupt; or
 - ii. Is the subject of a receiving order or administration order; or
 - iii. Makes any composition or arrangement with or for the benefit of the bidder's creditors; or
 - iv. Makes any conveyance or assignment for the benefit of the bidder's creditors; or
 - d) The bidder is a company and:
 - i. An order is made or a resolution is passed for the winding up of the bidder;
 - or
 - ii. A receiver or administrator is applied in respect of the whole or any part of the understanding of the bidder.
 - e) The bidder is a partnership or a company and there is a Change in Control. "Change in Control" means that the person(s) (including corporate bodies) directly or indirectly in Control of the bidder at the time this Contract is entered into cease to be in Control. "Control" means the power of a person to secure that the affairs of the bidders are conducted in accordance with the wishes of that person.
- Where this Contract is terminated in accordance with this Clause. The bidder shall without prejudice to IIPS other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.
- Where this Contract is terminated due to any non compliance the bidder shall pay IIPS within 10 days of notification such amount as IIPS shall have determined as the amount of any loss to IIPS resulting from such termination together with the amount or value of any gift, consideration or commission concerned.

8 Disputes and Arbitration:

In event of any dispute arising with regard to interpretation of the articles/terms of this contract, the matter shall be referred to sole Arbitrator, who shall be appointed by the Ministry of Health& Family Welfare, Government of India, New Delhi. The decision of the Arbitrator on the points referred to him/her shall be binding on both the parties to this contract, subject to the provisions of the Arbitration and Conciliation Act of 1996. Nothing in this clause shall entitle Vendor /IIPS to refuse to perform its obligation under this contract merely because reference to the arbitrator has been requested or made or a sole arbitrator has been appointed. No interest shall be awarded by the Arbitrator in respect of any money due under this contract till the date of award and for a period of 120 days thereafter. The place of Arbitration

shall be Mumbai.

9. **Must require document**

- Ø **All OEM'S Authorization Certificate Bid Specific** is mandatory. Upload Manufacturer authorization: Wherever Authorized distributors/bidder are submitting the bid, Manufacturers Authorization Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
- Ø Bidder Turnover of the past three years should be attached. Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. 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. In case the date of constitution / incorporation of the 2 / 5 bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- Ø OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. 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. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- Ø **MSME/MSE Certificate needs to be attached.**
- Ø Any dispute arising from this contract, the decision of Director & Sr. Prof, IPS, will be final and abiding by both the parties i.e. Purchase department of IIPS and the Bidder.
- Ø Valid Copy of the PAN no, as allotted by the Income Tax Department (Individual PAN for Proprietorship and for Firms/Agency, etc. Firm/Company PAN should be submitted).
- Ø Copies of last three years I.T. RETURNS & Revenue A/C having a turnover of at least 3 core every year.
- Ø An affidavit stating that the applicant is not facing any blacklisting from an establishment of Central Govt. or the State Govt. or the PSU for breach of the agreement.
- Ø The Agency should be working on at least 03 reputed government organizations. Attached work order copy of similar nature of work.
- Ø The agency/firm must have an establishment having good infrastructure Attached copy of the valid Shop act registration and Udyog certificate and GST certificate all addresses should be the same.
- Ø The bidder ISO 9001 & ISO 1400:1 certification.
- Ø **Non-disclosure of relevant information or furnishing of incorrect information, Non EMD will attract disqualification**
- Ø The bidders has to submit OEM – MAF and related documents in the ATC.
- Ø Top 3 Brand as per IDC will be considered.

10. Malicious Code Certificate: The seller should upload following certificate in the bid:- (a) 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 :- (i) Inhibit the desires and designed function of the equipment. (ii) Cause physical damage to the user or equipment during the exploitation. (iii) Tap information resident or transient in the equipment/network. (b) 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 activation of any such malicious code in embedded software.

11. Installation, Commissioning, Testing, Configuration, Training (if any - whichever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

12. Laptop should have FCC, CE and Energy Star Certification. The bidder is expected to attach this document in ATC.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---
