

Bid Document

Bid Details	
Bid End Date/Time	24-01-2023 18:00:00
Bid Opening Date/Time	24-01-2023 18:30:00
Bid Offer Validity (From End Date)	180 (Days)
Ministry/State Name	Ministry Of Health And Family Welfare
Department Name	Department Of Health And Family Welfare
Organisation Name	International Institute For Population Sciences (iips)
Office Name	Mumbai
Total Quantity	1500
Item Category	Laptop
BOQ Title	Mini Laptop
Minimum Average Annual Turnover of the bidder (For 3 Years)	300 Lakh (s)
OEM Average Turnover (Last 3 Years)	2336 Lakh (s)
Years of Past Experience Required for same/similar service	3 Year (s)
MSE Exemption for Turnover	Yes
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	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),Additional Doc 4 (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	50 %
Bid to RA enabled	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Type of Bid	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
EMD Amount	500000

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	2.00
Duration of ePBG required (Months).	24

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Director & Sr. Professor
International Institute for Population Sciences Govandi Station Road, Opposite Sanjona Chamber, Deonar,
Mumbai-400088, Maharashtra
(Prof. K.s.james)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	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. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to 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. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder 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 no purchase preference shall be granted. 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. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. 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 50% 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.

9. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Laptop

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

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 and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Manjiri Mangesh Rane	400088,International Institute For Population Sciences Govandi station Road , Govandi east, Deonar, Mumbai -400088	1500	30

Buyer Added Bid Specific Terms and Conditions

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

“Request for Proposal (RFP) for Procuring Mini Laptops and Accessories for CAPI in National Family Health Survey (NFHS)-6, 2023-24”

1. The bidder should provide the contact details of at least 2 resource persons who would be responsible for coordinating and following up the repairs and maintenance related activities with the Original Equipment Manufacturer (OEM). Out of these two persons, one should be designated to be physically present on-site (at IIPS) whenever required to attend to the repairs and maintenance and allied activities in respect of the laptops during the warranty/AMC period. The Salary of these two resource persons will be paid by the bidder.

2. In case these two persons are changed by the bidder, a minimum one-month advance intimation is required to be given to NFHS-6 project in writing, failing which it will be deemed that the individual is absent.

3. These persons should have fair technical knowledge about the Hardware and software aspects of

Personal computers and Laptops. They should be good in E-mail communication and Microsoft Office tools. The prime responsibility of the persons would be to manage the inventory of the laptops, initiate and follow-up the repairs of laptops in coordination with OEM.

4. Failing to get the laptops repaired in the stipulated time (within 15 days of reporting) the supplier will be charged a penalty of INR 200 per day per laptop by the IIPS.

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.

5. 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.

6. 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 equipments 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, equipments 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

- OEM'S Authorization Certificate Bid Specific is mandatory
- Bidder Turnover of the past three years should be attached
- MSME/MSE Certificate needs to be attached
- 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.
- 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).
- Copies of last three years I.T. RETURNS & Revenue A/C having a turnover of at least 3 core every year.
- 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.
- The Agency should be working on at least 05 reputed government organizations. Attached work order copy of similar nature of work.
- 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.
- Dedicated No. for 24 x7 Service Support: BIDDER Telephone No. for Service Support
- The bidder ISO 9001 & ISO 1400:1 certification.
- If the seller does not deliver Goods/Services within Specific Given Time Periods then he will be charged to pay an extra 0.5% per week. The organization reserves the right to accept any Bid or to reject any or all Bids in full or part at its sole discretion without assigning any reasons thereof.
- Non-disclosure of relevant information or furnishing of incorrect information, Non EMD will attract disqualification
- Seqrite EPS Business 3 years will be preload with laptop.
- Top 5 Brand as per IDC will be considered.

5. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

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.](#)

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.

---Thank You---