

Bid Corrigendum

GEM/2023/B/2940231-C5

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along
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 text based ATC clauses

Additional / Special clauses to be incorporated in the bid for m

"Request for Proposal (RFP) for Procuring Mini Laptops and Accessories for CAPI in National Family He

1. The bidder should provide the contact details of at least 2 resource persons who would be responsible for repairs and maintenance related activities with the Original Equipment Manufacturer (OEM). Out of the two persons, one should be designated to be physically present on-site (at IIPS) whenever required to attend to the repairs and maintenance 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 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 the laptops. They should be good in E-mail communication and Microsoft Office tools. The prime responsibility of the persons is to coordinate 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 penalized with a fine of Rs. 10,000 per day per laptop by the IIPS.

The bidder should specify the minimum period required for arranging shipment/supply from the date of the order. Further extension of time will not be provided for supply, than the minimum time indicated in the tender 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 the accessories compulsorily supplied with the main equipment. No part is to be made optional, all parts should be quoted in the tender with all parts required should be mentioned failing which, the tender is liable to be rejected. The bidder is not ordering / altering any of the quoted parts. The rates quoted should be inclusive of transportation to the Institute premises, installation and commissioning.
6. The loss to IIPS, Mumbai, if any incurred on account of the purchase rendered necessary elsewhere, shall be recovered from the bidder to supply according to the terms of agreement will be recovered from them. If any of the equipment has been partially or wholly used and they are subsequently found to be bad in order, unsound, inferior in quality or not matching with the samples or otherwise faulty or unfit for use, the whole or part of the contract price or price of the equipment shall be recovered from the tenderer. The bidder will not be entitled for any payment whatsoever, for such arrears of the conditions or for justifiable reasons, the contract may be terminated by the Director and the tenderer shall be liable by the IIPS on the consequences of the termination which may be recovered from the EMD/Bank guarantee. If the amount 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 are not to the satisfaction of IIPS giving the reasons for such dissatisfaction and, in the case of suspension, the time within which 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 forthwith.

IIPS may, without prejudice to its other rights, including but not limited to the right to claim for compensation for the Contract forthwith where:

- a) The bidder or any member of the bidder's personnel, either directly or through their servants or agents, is in breach of the terms of this Contract; or
- b) The bidder or any member of the bidder's personnel has committed an offence under any of the provisions of the Contract; 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 undertaking of the bidder;
- e) The bidder is a partnership or a company and there is a Change in Control. "Change in Control" means the power of a person to secure that the affairs of the bidders are conducted in accordance with the instructions of that person.

Where this Contract is terminated in accordance with this Clause. The bidder shall without delay take the steps necessary to terminate the provision of the Services in a timely and orderly manner but shall be liable for payment in relation to this Contract.

Where this Contract is terminated due to any non compliance the bidder shall pay IIPS within 30 days the amount IIPS shall have determined as the amount of any loss to IIPS resulting from such termination taking into account the 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 parties shall refer the dispute to an arbitrator who shall be appointed by the Ministry of Health & Family Welfare, Government of India, New Delhi. The decision referred to him/her shall be binding on both the parties to this contract, subject to the provisions of the Arbitration and Conciliation Act, 1996. Nothing in this clause shall entitle Vendor /IIPS to refuse to perform its obligation under this contract until an arbitrator has been requested or made or a sole arbitrator has been appointed. No interest shall be payable on 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 New Delhi.

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 a Purchase department of IIPS and the Bidder.
- Valid Copy of the PAN no, as allotted by the Income Tax Department (Individual PAN for Prc 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
- An affidavit stating that the applicant is not facing any blacklisting from an establishment c PSU for breach of the agreement.
- The Agency should be working on at least 05 reputed government organizations. Attached
- The agency/firm must have an establishment having good infrastructure Attached copy of t 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 week. The organization reserves the right to accept any Bid or to reject any or all Bids in full c assigning any reasons thereof.
- Non-disclosure of relevant information or furnishing of incorrect information, Non EMD will :
- Seqrite EPS Business 3 years will be preload with laptop.
- Top 5 Brand as per IDC will be considered.

All are the bidders participating in the bid have to submit a sample of the mini **laptop on or before with the following details.**

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Bid no : [Bid Number: GEM/2023/B/2940231](#)

Sample for Mini Laptop

Name of the bidder : _____

Full address with contact details : _____

Address to which the sample needs to be sent

To,

The Director & Sr. Prof.

International Institute for Population Sciences (IIPS)

Govandi Station Road, Deonar, Mumbai - 400 088.

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5. 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 organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequent restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered.

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to extant GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category restriction.
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.
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, the seller must raise the same by using the Representation window provided in the bid details field in Seller dashboard after login and before the bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if any objection is raised.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)