



## **Bid Document**

Bid Details			
Bid End Date/Time	04-10-2021 16:00:00		
Bid Opening Date/Time	04-10-2021 16:30:00		
Bid Life Cycle (From Publish Date)	90 (Days)		
Bid Offer Validity (From End Date)	60 (Days)		
Ministry/State Name	Ministry Of Electronics And Information Technology		
Department Name	Na		
Organisation Name	National Institute Of Electronics And Information Technolog - Nielit (formerly Doeacc Society)		
Office Name	Nielit Ropar		
Total Quantity	1		
Item Category	BOQ		
Minimum Average Annual Turnover of the Bidder	1 Lakh (s) 3 Year (s)		
Years of Past Experience required			
MSE Exemption for Years Of Experience and Turnover	Yes		
Startup Exemption for Years Of Experience and Turnover	Yes		
Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate *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	80 %		
Bid to RA enabled	No		
Time allowed for Technical Clarifications during technical evaluation	3 Days		
Estimated Bid Value	240000		
Evaluation Method	Total value wise evaluation		

#### **EMD Detail**

Required No

Required

No

### Splitting

Bid splitting not applied.

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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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.
3. 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.

4. 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.

5. 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.

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% 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.

## BOQ (1 pieces)

Brand Type Unbranded

**Technical Specifications** 

Specification Document	View File
BOQ Document	View File

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

#### **Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
1	Shiv Kumar	140001,NATIONAL INSTITUTE OF ELECTRONICS AND INFORMATION TECHNOLOGY, BIRLA FARMS, BADA PHULL, RUPNAGAR	1	30

# **Buyer Added Bid Specific Additional Terms and Conditions**

- 1. Buyer Added text based ATC clauses
  - 1.1 The NIELIT Campus is situated at NIELIT Chandigarh's permanent campus atVill. Bada Phull, Rupnagar – 140001. The vendor will be required to supply the items listed in the Specifications along with onsite warranty of minimum 3 years for Laptops.
  - **1.2 Bid reserved for Make In India products**: Procurement under this bid is reserved for purchase from Class 1 local suppliers 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 50%.
  - **1.3 Warranty**: The vendor shall provide minimum three-year on-site warranty for Laptops during which period any issue / problem in the functioning of supplied equipment (hardware/software) will required to be got rectified by the vendor.
  - 1.4 NIELIT shall withhold 3% of contract value from the invoice amount as Performance Security, which shall be refunded after 60 days beyond expiry of all contractual obligations including warranty obligations.

### 1.5 Time Schedule

- i) The vendor shall supply the items before within 4 weeks of the award of contract.
- ii) The Faults/issues can be reported any time on any days (including holidays / Saturdays / Sundays.). The vendor will provide the name of contact person and contact mobile number including email.
- iii) The vendor should have satisfactory arrangement to receive complaints. The faults / complaints reported to the vendor must be attended within 24 hours and rectified within 72 hours of reporting failing which penalty as per penalty clause will be imposed.

## 1.6 Penalty Clause / Liquidated Damage

In case the vendor fails to meet the requirements of AMC / maintenance/ warranty conditions laid down in this document, penalty will be imposed at the rate of 1% per week. If the vendor fails to rectify the issue even after 10 days, NIELIT Chandigarh reserves the right to get the fault repaired at vendor's risk and cost.

- 2. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
- 3. 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.

- 4. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
- 5. **Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation 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.

# Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. 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.

