



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/4468237  
Dated/दिनांक : 15-01-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-01-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-01-2024 11:30:00
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 Education
Department Name/विभाग का नाम	Department Of Higher Education
Organisation Name/संगठन का नाम	Indian Institute Of Technology (iit)
Office Name/कार्यालय का नाम	Mandi At Kamand
Total Quantity/कुल मात्रा	35
Item Category/मद केटेगरी	Desktop Computers (Q2)
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/	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Certificate (Requested in ATC),OEM Authorization Certificate,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/विगत प्रदर्शन	50 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

**Bid Details/बिड विवरण**

<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	49000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	38

(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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

IIT Mandi  
Indian Institute of Technology Mandi, Kamand, Mandi - 175075, H.P.  
(The Registrar)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	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. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their 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.
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. 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 .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.  
[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
5. 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.The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023  
[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
6. 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.
7. 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.

## Desktop Computers ( 35 pieces )

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

### Technical Specifications/तकनीकी विशिष्टियाँ

\* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Processor	<b>Processor Make</b>	Intel
	<b>Processor Generation</b>	12.0 Or higher
	<b>Number of Cores per Processor</b>	8, 10, 12, 16, 14, 24, 22 Or higher
	<b>Processor Description</b>	Intel Core i7, Intel Core i9 Or higher
	<b>Processor Number</b>	Intel Core i7 12700T, Intel Core i9 12900T, Intel Core i7 12700, Intel Core i7 12700F, Intel Core i7 12700KF, Intel Core i7 12700K, Intel Core i9 12900F, Intel Core i9 12900, Intel Core i9 12900KF, Intel Core i9 12900K Or higher
Motherboard	<b>Chipset Series</b>	Intel H Series, Intel B Series, Intel Q Series, Intel Z Series Or higher
	<b>Chipset Number</b>	Intel H110, Intel H270, Intel H310, Intel H370, Intel B250, Intel B360, Intel Q 250, Intel Q 270, Intel Q 370, Intel B 365, Intel H 470, Intel B 460, Intel H 410, Intel Z 490, Intel Q 470, Intel Q570, Intel B560, Intel H510, Intel H570, Intel H610, Intel H670, Intel Q670, Intel H660, Intel B660 Or higher
Operating System	<b>Operating System (Factory Pre-Loaded)</b>	Windows 11 Professional
Memory	<b>RAM Size (GB)</b>	16, 32, 64, 128 Or higher
	<b>RAM Expandability up to( using spare DIMM Slots in GB)</b>	64, 128 Or higher
Storage	<b>Type of Drives used to populate the Internal Bays</b>	SSD
	<b>Total HDD Capacity (GB)</b>	500, 1000, 1500, 2000, 2500, 3000, 0, 4000 Or higher
	<b>Total SSD Capacity (GB)</b>	1024, 2048, 4096 Or higher
	<b>Total SSHD Capacity in addition to 8 GB Flash (GB)</b>	500, 1000, 2000, 0 Or higher
Cabinet	<b>Cabinet Form Factor</b>	SFF ( 7 to 13 Litres), Tower (13.1 to 26 Litres)
Monitor	<b>Monitor Technology</b>	IPS Or higher
	<b>LED Backlit Monitor Size (INCHES)</b>	24, 27, 23.8, 32 Or higher

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>Monitor Resolution (PIXELS)</b>	1920x1080, 1920 x 1200, 3200x1800, 3840 x 2160, 2560 x 1440 Or higher
Warranty	<b>On Site OEM Warranty (Year)</b>	3, 5, 4 Or higher

#### Additional Specification Parameters - Desktop Computers ( 35 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
Other Specifications	1. Integrated Graphics must be provided with the System. 2. Same OEM make wired USB Keyboard and Mouse Must be provided. 3. Epeat India certification 4. Local content certificate 5. The latest ROHS compliance certificate for the quoted model. 6. Latest BEE / Energy Star for the quoted Model. 7. Installation, Testing, Training and Implementation should be done by OEM/the authorized service provider only.
Other Specifications 2	8. OEM/authorized service provider must have a services center near consignee site. 9. Bid with assembled computer systems will not be accepted/considered only offer with branded computers will be accepted/considered.

\* Bidders offering must also comply with the additional specification parameters mentioned above.

#### 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	Rajeev Kumar Sharma	175005, INDIAN INSTITUTE OF TECHNOLOGY AT KAMAND MANDI	35	45

#### Special terms and conditions-Version:3 effective from 28-10-2023 for category Desktop Computers

1. 'Local content means the amount of value added in India which shall, unless otherwise Prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value and percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this Order

*'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.*

## **SPECIAL TERMS AND CONDITIONS FOR DESKTOP COMPUTERS**

**Sl.No.**

### **1 OPERATING SYSTEM**

**(i)** There is no requirement that the OEM of the Desktop computer systems should be a device partner of Microsoft and hold a Microsoft Authorization form

**(ii)** Microsoft OS may be sourced directly from Microsoft by the OEMs holding device partner status and those not holding device partner status may source from authorized distributors i.e., M/s. Ingram or M/s. Redington and their authorized channel partners.

**(iii)** Buyers may ensure that MAF shall not be made a mandatory requirement in bids.

**(iv)** If the supplies are made as per brands of OEMs who are global device partners, then the serial no of the machine supplied can be used to check the details of the product from the website of the OEM.

**(v)** In the case of local device partners of Microsoft OS details such as digital key no., should be produced with supplies and the buyer may verify from Microsoft.

**(vi)** In case of other OEMs who are sourcing from authorized National distributors of Microsoft Reddington or Ingram copy of the Invoice which contains the relevant serial no of Windows OS shall be submitted along with supplies and the buyer/consignee can verify the same from the OS server website or by telephone, or both

**(vii)** In case the product offered is with DOS or Linux Operating system such verification of OS shall not be applicable

## **2 REQUIREMENT OF OEM LOGO**

**(i)** Buyers are advised to note that the incorporation of the condition stipulating the OEM logo on the motherboard is restrictive and may not be incorporated in the bids

## **3 CHANGING OR ALTERING THE CONFIGURATION**

**(i)** The seller must refrain from changing or altering the configuration of the factory pre-loaded machine. The machine should be delivered to the purchaser in its original, factory-approved configuration.

## **4 WARRANTY**

**(i)** The seller shall furnish a valid warranty Certificate/Tag from the OEM to the purchaser, guaranteeing the product's coverage under the specified warranty terms

The warranty certificate should be verifiable through the OEM website/Customer care center. Buyer/consignee may ensure that as soon as supplies are received, they log to the OEM website/call center and verify the warranty certificate.

**(ii)**

## **5 CHECKPOINTS DURING ACCEPTANCE OF SUPPLIES**

Before generating the Consignee Receipt and Acceptance Certificate (CRAC), the consignee may inspect the system condition and verify that it complies with the agreed specifications and configurations and to ensure that there is no scope for the supply of refurbished products.

**(i)**

In the case of a large number of units procured or complex installations buyer may opt for bidding and accordingly stipulate conditions regarding installation, inspection by consignees/inspection agency specifying verification of configuration, warranty applicability, checking for refurbished /altered configurations, and checking other relevant details through OEMs website.

**(ii)**

At the time of receiving supplies, the consignee may ensure the following to ensure that any discrepancies are there in supplies can be flagged and reflected and taken into account while generating CRAC. (i) Packing should be checked properly

**(iv)**

(ii) Warranty certificate from OEM should be insisted and checked.

(iii) Instruction manuals, and OS installed should be checked

(iv) The machine serial no should also be checked.



- (v) The above points are for guidance and the buyer/consignee may take steps considered suitable by them for checking at the consignee end before acceptance of the systems

## 6 COMPLIANCE OF EXTENDED PRODUCER'S RESPONSIBILITY

- (i) With effect from 01.04.23 as per E-waste rules 2022 EPR registration is mandatory for manufacturing entities shall ensure compliance.

## 7 MANDATORY / STATUTORY REQUIREMENTS AS APPLICABLE

- (ii) OEMs shall have to ensure the mandatory/statutory requirements such as BIS-CRS, ISI Mark, Eco Mark, etc., as per the Government of India Notification issued from time to time for hardware components including monitor, keyboard, mouse, etc., as applicable.

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

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### 2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

### 3. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

The Registrar, IIT Mandi  
payable at  
Kamand, Mandi

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

### 4. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

5. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

6. **Certificates**

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.

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

- a. Local content declaration (on bidder company's letterhead as per **Annexure - I**) is mandatory to be provided by the prospective bidders failing which the bid will be treated as non-responsive and will be rejected.
- b. EMD / Bid Security:
  - i. Bidders registered with MSME / NSIC and registered under the exempted category as per GeM GTC are exempted from submission of EMD / Bid Security however they are required to provide bid security declaration as per **Annexure-II** failing which their bid will be treated as non-responsive and will be rejected. MSE Purchase preference shall be considered for eligible bidders having registration as Manufacturers only.
  - ii. Bidders other than the manufacturer category with valid MSME / NSIC and exempted category as per GeM GTC are required to furnish EMD / Bid Security as per bid document failing which their bid will be rejected. No communication shall be entertained in this regard.
- c. Bidders are required to quote F.O.R prices up to IIT Mandi.
- d. Installation is in the scope of the bidder. The successful bidder has to install the ordered goods at IIT Mandi site of installation without any extra cost and will provide a satisfactory installation report for claiming the payment.

Annexure - I

**Declaration of Local Content**

(To be given on Company Letter Head)

To

**The Registrar,**

**I.I.T. Mandi, Kamand, - 175 075,**

**District - Mandi, Himachal Pradesh, India**

Subject: Declaration of Local Content.

Dear Sir,

I / We, \_\_\_\_\_ (Name of Authorized Official) on behalf of my organization/firm, M/s \_\_\_\_\_ (Name of the Organization/Firm), hereby declare that we have read the provisions of "Preference to Make in India and Eligibility for granting of Purchase Preference to Class-I local suppliers". In terms of the requirement of the aforesaid provisions, we hereby declare that we have submitted our bids for only those item(s) for which we are eligible for participation as per provisions of the Bidding documents and we are Class-I / Class-II local supplier for the offered goods/services. The details of the location(s) at which the local value addition is made for the respective item is/are as under:

S.No	Description of Goods / Services	Country of Origin	Local Content %	Details of the location(s) at which the local value addition is made
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Further, we confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP) from time to time.

**Note:**

"Local Content" means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

"\*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law."

Yours faithfully,

(Signature)

Name:

Date:

Office Seal:

Annexure - II

**BID SECURITY DECLARATION**

(To be submitted by bidder on their firm's letterhead)

We, (Name of bidding firm with its address \_\_\_\_\_) do hereby certify and declare that we are interested and genuinely participating in the GeM bid no. \_\_\_\_\_ for (bid description \_\_\_\_\_) invited by the IIT Mandi.

We further undertake that if we withdraw or modify the submitted bid during the period of bid validity, or if we will be awarded the order / contract and if we fail to acknowledge the order / sign the contract, or to submit a performance security before the deadline defined in the Bid document, the order awarded / work contract issued shall be terminated at the discretion of Competent Authority, IIT Mandi and our firm will be suspended / blacklisted for the period of 03 years for participation in the bids / tenders of the IIT Mandi in future.

Name and Signature of Authorized Signatory of bidding firm along with company seal

Date:

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8. **Warranty**

Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

9. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

10. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

11. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

12. **Generic**

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 3 years 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 year. In case of bunch bids, the primary product having highest value should meet this criterion.

13. **OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

14. **Generic**

IT equipment shall be IPv6 ready from day one.

15. **Certificates**

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

16. **Generic**

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.

#### 17. **Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

#### 18. **Generic**

**Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

#### 19. **Generic**

**Non return of Hard Disk:** As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.

#### 20. **Generic**

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

#### 21. **Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

#### 22. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

The Registrar, IIT Mandi  
payable at  
Kamand, Mandi

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### 23. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

The Registrar, IIT Mandi  
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledger. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of

PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

**24. Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

**25. Warranty**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

**26. Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

**27. Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

**28. Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

**29. Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

## **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 कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**