



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5680176  
Dated/दिनांक : 09-12-2024

### Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण   |   |
|---|---|
| Bid End Date/Time/बिड बंद होने की तारीख/समय   | 30-12-2024 17:00:00   |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय  | 30-12-2024 17:30:00   |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)   | 30 (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   | 6   |
| Item Category/मद केटेगरी  | Maskless Lithography Exposure System , Accessories Compatible Rsesist for 3D Lithography Exposure System , Accessories UV Based Sensing Devices , Direct Laser Writer , Accessories Direct Laser Cutter , Accessories PVD System  |
| GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS   | Maskless lithography exposure System and Laser writer system with compatible accessories  |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS  | Emergency lighting and accessories (PORTABLE EMERGENCY LIGHTING SYSTEM Tower type With AC Genset), Emergency lighting and accessories (Portable Emergency Lighting System Tower type with Battery Bank), 3D Laser Scanning and imaging system (Forensic Use), Sprinkler Irrigation Unit as per IS 12232, Riot Control Helmet with accessories (MHA) |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification                               | <ul style="list-style-type: none"><li>Industrial composite color 3D Printer</li><li>Quartz Plate,Disc,Crucible,Wafer</li></ul>  |
| BOQ Title/बीओक्यू शीर्षक  | Maskless Lithography Exposure System and Direct Laser Writer with Accessories   |
| Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष        | 2 Year (s)  |
| MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है | Yes   |

| <b>Bid Details/बिड विवरण</b>  |   |
|---|---|
| <b>Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है</b> | Yes   |
| <b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>   | Experience Criteria,Past Performance,Certificate (Requested in ATC),OEM Authorization Certificate,Compliance of BoQ specification and supporting document<br>*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 |
| <b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>   | No  |
| <b>Past Performance/विगत प्रदर्शन</b>   | 50 %  |
| <b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>   | No  |
| <b>Type of Bid/बिड का प्रकार</b>  | Two Packet Bid  |
| <b>Primary product category</b>   | Maskless Lithography Exposure System  |
| <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>   | Item wise evaluation/   |
| <b>Arbitration Clause</b>   | No  |
| <b>Mediation Clause</b>   | No  |

#### **EMD Detail/ईएमडी विवरण**

|   |                     |
|---|---------------------|
| Advisory Bank/एडवाइजरी बैंक               | State Bank of India |
| Schedule 1 EMD Amount/ईएमडी राशि (In INR) | 160000              |
| Schedule 2 EMD Amount/ईएमडी राशि (In INR) | 10000               |
| Schedule 3 EMD Amount/ईएमडी राशि (In INR) | 10000               |
| Schedule 4 EMD Amount/ईएमडी राशि (In INR) | 65000               |
| Schedule 5 EMD Amount/ईएमडी राशि (In INR) | 19000               |
| Schedule 6 EMD Amount/ईएमडी राशि (In INR) | 46000               |

#### **ePBG Detail/ईपीबीजी विवरण**

|  |                     |
|--|---------------------|
| Advisory Bank/एडवाइजरी बैंक  | State Bank of India |
| ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)                               | 5.00                |
| 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). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). 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 :**

Registrar, IIT Mandi Payable at Kamand, Mandi  
Mandi At Kamand, Department of Higher Education, Indian Institute of Technology (IIT), Ministry of Education  
(The Registrar)

**MII Purchase Preference/एमआईआई खरीद वरीयता**

|  |     |
|--|-----|
| MII Purchase Preference/एमआईआई खरीद वरीयता | Yes |
|--|-----|

**MSE Purchase Preference/एमएसई खरीद वरीयता**

|   |     |
|---|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |
|---|-----|

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 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 will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE 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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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. 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.

#### **Evaluation Method ( Item Wise Evaluation Method )**

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

| <b>Evaluation Schedules</b> | <b>Item/Category</b>  | <b>Quantity</b> |
|-----------------------------|---|-----------------|
| Schedule 1                  | Maskless Lithography Exposure System                              | 1               |
| Schedule 2                  | Accessories Compatible Rsesist For 3d Lithography Exposure System | 1               |
| Schedule 3                  | Accessories Uv Based Sensing Devices                              | 1               |
| Schedule 4                  | Direct Laser Writer   | 1               |
| Schedule 5                  | Accessories Direct Laser Cutter                                   | 1               |

### Maskless Lithography Exposure System

(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

|                               |                           |
|-------------------------------|---------------------------|
| <b>Specification Document</b> | <a href="#">View File</a> |
| <b>BOQ Detail Document</b>    | <a href="#">View File</a> |

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              | Dushyant Sharma   | 175005,INDIAN INSTITUTE OF TECHNOLOGY MANDI, KAMAND, MANDI - 175075, H.P. | 1               | 60                           |

### Accessories Compatible Rsesist For 3D Lithography Exposure System

(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)

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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता   | Quantity/मात्र | Delivery Days/डिलीवरी के दिन |
|----------------|---|---|----------------|------------------------------|
| 1              | Dushyant Sharma   | 175005,INDIAN INSTITUTE OF TECHNOLOGY MANDI, KAMAND, MANDI - 175075, H.P. | 1              | 60                           |

**Accessories UV Based Sensing Devices**

(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**

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| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता   | Quantity/मात्र | Delivery Days/डिलीवरी के दिन |
|----------------|---|---|----------------|------------------------------|
| 1              | Dushyant Sharma   | 175005,INDIAN INSTITUTE OF TECHNOLOGY MANDI, KAMAND, MANDI - 175075, H.P. | 1              | 60                           |

**Direct Laser Writer**

(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**

|                        |                           |
|------------------------|---------------------------|
| Specification Document | <a href="#">View File</a> |
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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता   | Quantity/मात्र | Delivery Days/डिलीवरी के दिन |
|----------------|---|---|----------------|------------------------------|
| 1              | Dushyant Sharma   | 175005,INDIAN INSTITUTE OF TECHNOLOGY MANDI, KAMAND, MANDI - 175075, H.P. | 1              | 60                           |

**Accessories Direct Laser Cutter**

**(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**

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| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता   | Quantity/मात्र | Delivery Days/डिलीवरी के दिन |
|----------------|---|---|----------------|------------------------------|
| 1              | Dushyant Sharma   | 175005,INDIAN INSTITUTE OF TECHNOLOGY MANDI, KAMAND, MANDI - 175075, H.P. | 1              | 60                           |

**Accessories PVD System**

**(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

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| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता   | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|---|-----------------|------------------------------|
| 1              | Dushyant Sharma   | 175005,INDIAN INSTITUTE OF TECHNOLOGY MANDI, KAMAND, MANDI - 175075, H.P. | 1               | 60                           |

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

#### 1. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Prof. Satinder K Sharma, SCEE  
A4 Building,  
South Kamand Campus,  
IIT Mandi, Kamand,  
Mandi, Himachal Pradesh, India 175075

#### 2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

#### 3. 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.

#### 4. 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.

**5. 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.

**6. Certificates**

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

**7. 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.

**8. Service & Support**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

**9. Service & Support**

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

**10. Service & Support**

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

**11. 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.

**12. 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 Payable At Kamand, 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 pledgee. 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.

**13. Warranty**

Warranty period of the supplied products shall be 3 years 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.

#### 14. **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 15 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.

#### 15. **Generic**

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

#### 16. **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.

#### 17. **Generic**

**End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

#### 18. **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 for 2 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.

#### 19. **Generic**

IT equipment shall be IPv6 ready from day one.

#### 20. **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.

#### 21. **Generic**

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

22. **Generic**

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

23. **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

24. **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.

25. **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.

26. **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.

27. **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.

28. **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:

| <b>S.No.</b> | <b>Description of Goods / Services</b> | <b>Country of Origin</b> | <b>Local Content %</b> | <b>Details of the location (s) at which the local value addition is made</b> |
|--------------|--|--------------------------|------------------------|--|
|              |  |                          |                        |  |
|              |  |                          |                        |  |
|              |  |                          |                        |  |

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 201

7' (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:**

**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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of

bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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---**