

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	26-06-2025 19:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	26-06-2025 19:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	60 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Education
विभाग का नाम/Department Name	Department Of Higher Education
संगठन का नाम/Organisation Name	Indian Institute Of Technology (iit)
कार्यालय का नाम/Office Name	liit Allahabad
क्रेता ईमेल/Buyer Email	buyer22.iiti.up@gembuyer.in
कुल मात्रा/Total Quantity	32
वस्तु श्रेणी /Item Category	Mac OS Laptop
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Mac OS Laptop
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Mac Conkey Agar, Laminar air flow cabinets or stations, LAPTOP CADDY, Rugged Notebook - Laptop, Semi Rugged Notebook - Laptop, High End Laptop - Notebook, Mobile Computer Workstation, Entry and Mid Level Laptop - Notebook, Laboratory Incubators, Docking Station
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>Laptop - Notebook</li> <li>Tablet Computers</li> </ul>
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	18 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	50 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes

<b>बिड विवरण/Bid Details</b>	
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / <b>Startup Exemption for Years Of Experience and Turnover</b>	Yes
विक्रेता से मांगे गए दस्तावेज़/ <b>Document required from seller</b>	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/ <b>Do you want to show documents uploaded by bidders to all bidders participated in bid?</b>	No
विगत प्रदर्शन / <b>Past Performance</b>	80 %
बिड से रिवर्स नीलामी सक्रिय किया/ <b>Bid to RA enabled</b>	Yes
रिवर्स नीलामी योग्यता नियम/ <b>RA Qualification Rule</b>	50% Lowest Priced Technically Qualified Bidders
बिड का प्रकार/ <b>Type of Bid</b>	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / <b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
मूल्यांकन पद्धति/ <b>Evaluation Method</b>	Total value wise evaluation
मध्यस्थता खंड/ <b>Arbitration Clause</b>	No
सुलह खंड/ <b>Mediation Clause</b>	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	PUNJAB NATIONAL BANK
ईएमडी राशि/EMD Amount	76000

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	PUNJAB NATIONAL BANK
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी 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।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

**लाभार्थी /Beneficiary :**

Jr. Superintendent

Iit Allahabad, Department of Higher Education, Indian Institute of Technology (IIT), Ministry of Education (Sanjay Kumar)

**विभाजन/Splitting**

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

**एमआईआई खरीद वरीयता/MII Purchase Preference**

एमआईआई खरीद वरीयता/MII Purchase Preference

No

**एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII**

सक्षम प्राधिकारी का नाम/Name of Competent Authority	Prof. Mukul Sharad Sutaone
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	Director
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	Admin
सीए अनुमोदन संख्या/CA Approval Number	725
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	03-06-2025
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	The Competent Authority has granted exemption for MII Purchase Preference.

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

**एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference

Yes

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
5. 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.
6. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {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 and delivery acceptance certificates like CRAC 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.
7. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
8. 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.
9. 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. 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.
10. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the

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

## Mac OS Laptop ( 32 pieces )

### तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Seema Shah	211015,Devghat, Jhalwa	32	45

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

#### 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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

#### 2. 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.

#### 3. Turnover

**Bidder Turn Over Criteria:** 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 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. **Forms of EMD and PBG**

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

IIIT A EMD and Security Deposit Account  
payable at  
Pipalgaon, Allahabad, Prayagraj

.  
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.

#### 5. **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

IIIT A EMD and Security Deposit Account

. 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

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

Bidders can also submit the EMD with Banker's Cheque in favour of

IIIT A EMD and Security Deposit Account  
payable at  
Pipalgaon, Allahabad, Prayagraj

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

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

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

IIIT A EMD and Security Deposit Account  
Account No.  
8636000100031943  
IFSC Code  
PUNB0863600  
Bank Name  
Punjab National Bank  
Branch address  
Pipalgaon Branch, Allahabad, Prayagraj

.  
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 8. **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.

9. **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.

10. **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.

11. **Buyer Added Bid Specific ATC**

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

12. **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.

13. **Service & Support**

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

14. **Service & Support**

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

15. **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 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.

16. **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

17. **Turnover**

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

18. **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.

**19. Scope of Supply**

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

**20. 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

IIIT A EMD and Security Deposit Account  
payable at  
Pipalgaon, Allahabad, Prayagraj

. 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.

**21. 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

IIIT A EMD and Security Deposit Account  
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.

**22. Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

IIIT A EMD and Security Deposit Account  
Account No.  
8636000100031943  
IFSC Code  
PUNB0863600  
Bank Name  
Punjab National Bank  
Branch address  
Pipalgaon Branch, Allahabad, Prayagraj

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

**23. Past Project Experience**

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

#### 24. **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.

#### **अस्वीकरण/Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. 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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional

terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

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।/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.

---धन्यवाद/Thank You---

## **Additional Specification Parameters- Mac OS Laptop (MacBook) (Quantity - 32)**

**Mandatory point:** Bidder should submit the detailed compliance of the all-technical specification as mentioned in the Bid document and additional specific parameters along with the quoted make, model and catalogue/brochure of only the quoted model should be uploaded.

**These instructions are over and above the instructions contained in the enclosed set of tender documents and override instructions in case of conflict.**

**Note-** Bidders are required to ensure that each document is page numbered and signed (with date) and seal. First page of uploaded document must be INDEX. Please avoid uploading any document more than once.

### **Additional Terms and Conditions:**

#### **1 PREQUALIFICATION CRITERIA FOR BIDDER:**

1. **The Bidder should be Original Equipment Manufacturer (OEM) or Authorized Dealer/Reseller/Distributor/System Integrator/ Company/Firm of the OEM of the offered product. Bidder has to submit a self-declaration on letterhead.**
2. **Any IIT/IIIT/NIT/ Government Department/PSU/PSU Banks/Autonomous Bodies /Statutory Bodies in India should not have blacklisted the Bidder at any stage. Self-declaration to that effect should be submitted along with the technical bid.**
3. **The firm must possess valid GST Registration Certificate.**
4. **The bidder should have minimum Rs. 18 lakh average annual turnover for the Last financial years (2021-22, 2022-23&2023-24). Audited and certified copies of balance sheet, letter mentioning turnover and profit and loss statement of these during the above-mentioned financial year with duly certified by chartered accountant should be submitted.**

**Note:** Bidder must provide necessary supporting documents as proof in respect of the eligibility criteria mentioned above.

#### **2 SPECIAL CONDITIONS OF CONTRACT**

- a. Detailed specifications, catalogue/literature of all the items quoted clause wise compliance along with its offer should be attached with the technical bid, otherwise offer will be considered incomplete & liable to be passed over.
- b. **ONE BID PER BIDDER:** - Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a sub -contractor) shall cause all Bids with the Bidder's participation to be disqualified. In a tender, either the Indian agent on behalf of the Principal / OEM or Principal / OEM itself can bid but both cannot bid simultaneously for the same item / product in the same tender. If an agent submits bid on behalf of Principal / OEM, the same agent shall not submit a bid on behalf of another Principal / OEM in the same item / product. In case a bidder not doing business within India, he shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post warranty period.
- c. **Extension in delivery:** Delivery of completion of systems/ components/ Items is delayed for reasons of force majeure such as acts of God, Acts of Public enemy, acts of Government, fires, floods, epidemics, quarantine restrictions, illegal strikes and freight embargoes, the GeM Seller

shall within 3 days from the date of such occurrence, give notice to IIIT Allahabad in writing of his claim for extension of delivery period. IIIT Allahabad on receipt of such notice may agree to extend the supply/contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract. Unless the extended delivery period is agreed by IIIT Allahabad in writing, Tenderer cannot claim the extension of delivery time as a matter of right. IIIT Allahabad shall have the right to cancel/ extend the order validity/ levy Liquidated Damage (LD) as appropriate.

- d. **Liquidated Damages:** -If the supplier shall fail to deliver the systems/ components within the time specified in the Contract, IIIT Allahabad shall recover from the GeM Seller as liquidated damages a sum of **0.5%** of the contract price of the undelivered systems /components for each week of delay (or) part thereof. The total liquidated damages shall not exceed **10%** of the contract price of the unit or units so delayed. Systems/ components will be deemed to have been delivered only when all essential components parts are also delivered. If any essential components are not delivered in time, the entire system/components will be considered as delayed until such time the missing parts are delivered.
- e. The time of delivery including testing and handing over in satisfactory condition is the essence of the contract and the shipment should be affected as per the schedule. In the event of part supply, IIIT Allahabad shall withhold the entire payment until the whole of the supply as per the order is delivered.
- f. **Insurance of goods:** - The requisite goods supplied under the contract shall be fully insured against loss or damage to manufacture or acquisition, transportation, storage and delivery.
- g. **Warranty:** All the required quantity of MacBooks will be covered with warranty mentioned in the technical specification from the date of satisfactory installation report.
- h. Bidders who have previously failed to execute any work order after issuance of the contract, by IIIT-A during the last 02 years from the publication date of this bid are not eligible to participate.
- i. If the supplier/Contractor/Agency fails to execute the contract and informs IIITA about its inability to execute the order and non-compliance of the contract, the supplier/Contractor/Agency shall be liable for debarred for a period of 2 years and bid security will be forfeited.
- j. **No Advance Payment:** IIIT Allahabad does not make any advance payment. Payments for services made should be released only after the services have been rendered or supplies made.
- k. **Integrity Pact:** The vendor (bidder) will have to enter in to an Integrity Pact with IIITA. The format (text) for the Integrity Pact is provided as attached in bid ATC Annexure-III. The vendor (bidder) will have to submit a signed and stamped copy of the Integrity Pact by the authorized signatory of the successful vendor (bidder).
- l. **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 define time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week or part thereof 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.

- m. **Performance Security (PS)** : The Performance Security @ 5.0% of the total value of the contract will be submitted by the agency in the form of FD/ BG/ RTGS within 15 days from the date of issue of contract and the same will be returned after completion of contract period. Any payment to the vendor will be released only after submission of PS by the bidder. Extension of time for submission of PS beyond 15 days and up to the date of submission of PS from the date of issue of contract may be given by the Competent Authority. However, a penal interest of 12% per annum of the amount of PS, or part thereof, shall be charged for the delay beyond 15 days, i.e., 15+1st day after the date of issue of contract. The interest on the delayed period shall be calculated on a pro rata basis for the number of delayed days. In case, the bidder fails to submit the requisite PS after 30/45 days (30 days for contract duration less than 12 months & 45 days for more than 12 months contract duration) from the date of issue of Contract, a reminder email shall be sent to the bidder by the Stores Section to deposit the PS. In addition, Contract may also be cancelled. The amount shall be recovered from any payment due or become due against bills / any other amount lying with IIIT-A. Payment will be released to the bidder only after the submission of PS by the bidder.

The delayed submission of PS by the bidder shall be recorded in substantial completion and final completion certificates. Further, no claim for extension of time for completion period or any other type of claim on account of delayed submission of PS shall be entertained. If GeM Seller/contractor fails to submit the PS within 45 days (for the contracts having time for completion-up to 12 months) or 60-days (for the contracts having time for completion - more than 12 months) from the date of issue of contract, then following actions shall be taken against such GeM Seller/Contractor:

- i) The bidder shall be debarred/ banned from participating in the business dealings with IIIT-A for a period of two years.
- ii) The name of the GeM seller shall be hosted on the IIIT-A website etc. as per existing norms of IIIT-A/ Govt. of India.
- iii) Such defaulted GeM seller shall not be eligible to participate in the bidding process of re-tender of this work.
- iv) Award shall be summarily terminated.
- v) EMD/Bid security shall be forfeited.

Should there arise any occasion under the Contract due to which the periods of validities of Bank Guarantees as may have been furnished by the GeM Seller from time to time are required to be extended/renewed, and furnish these to the concerned person one month before the expiry date of the aforesaid Guarantees originally furnished; failing which the existing Bank Guarantees shall be invoked by the concerned person. Also, in case of any deficit in Bank Guarantees on any account as might occur or is noticed, the GeM Seller/Contractor shall forthwith recoup/ replace the same at his cost with acceptable PS.

- n. **Delivery Schedule:** The supply period shall commence from the date of issue of purchase order and completion period for delivery shall be strictly **45 days**, which includes the period mentioned in the sample clause.
- o. **Payment:**
- i. Payment will be made after delivery, installation and commissioning of the all Mac and on the basis of satisfactory installation report from end users.
  - ii. Applicable TDS will be recovered (deducted) from the payment(s).
- p. **Forfeiture of bid security:** Bid security of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or depreciates from the tender in any respect within the

- period of validity of its tender. Further, if the successful tenderer fails to furnish the required performance security within the specified period, its bid security will be forfeited.
- q. If it is found that items are fake or of sub-standard quality and not conforming to the required specifications, the firm will have to replace the fake/ sub-standard items with genuine ones immediately but they will also be liable to be blacklisted.
  - r. If the supplied material by the bidder is not found acceptable, IIIT Allahabad has the complete right to reject the same without giving any compensation.
  - s. **Dispute Resolution:** In the event of any dispute arising out of or in connection with this Order, the parties shall use their best endeavor to resolve the same amicably AND if the dispute could not be settled amicably, the matter shall be settled in the court under Prayagraj (Allahabad) jurisdiction only. The final payment will be released only after the vendor (bidder) complies with above-mentioned clause.
  - t. **Right to alter Tender:**
    - i. IIITA reserves the right to alter the Tender terms and conditions at any time before submission of the bids.
    - ii. IIITA reserves the right to modify, amend, alter and/or cancel the entire Bid Document at any stage without assigning any reason whatsoever. IIITA's decision in this regard will be final and binding on all vendors (bidders).
  - u. Conditional quotations are liable to be rejected. In the event of acceptance, Director's decision will be final. The rates should be quoted as per our required specifications.
  - v. The rates should be quoted in Indian rupees.
  - w. The right to accept or reject any tender/ quotation, partially or wholly, including lowest quotation without assigning any reason whatsoever thereof or incurring any liability thereby is reserved with the Director, IIIT, Allahabad. The Director, also reserves the right to split the tender and place the orders for supply of item(s), mentioned in the enquiry letter on one or more tenderer. The decision of the Director, with regard to enforcement of these terms and conditions herein contained, as a result of breach of these conditions by successful Tenderer/s, shall be final and the Director, shall not be liable for any damage/liability put forth by the Tenderers at any stage of the transaction arising out of the enforcement of any or all herein contained terms and conditions.
  - x. All the documents submitted must be legible and self-attested and stamped. Otherwise, it is likely to be rejected.
  - y. The Bid Security shall be returned to the bidder(s) whose offer is not accepted by the Institute within 15 days after finalization and award of the contract without any interest. Unsuccessful bidders may collect the Bid Security (within next 10 days after finalization & award of the contract) from Purchase Section, IIIT-A between 3PM and 5PM on any working day after providing a copy of authorization letter and any Photo Identity Card. After these 10 days Bid Security will be sent by registered post to the postal address provided by the firm/bidder as mentioned in the tender document. Representative may also collect the EMD on behalf of the bidder, after providing an authorization letter from the bidder along with a copy of his photo identity card. If the return of Bid Security is delayed for any reason, no interest/penalty shall be payable to the bidder.
  - z. Tenderers responding to this enquiry shall be deemed to be agreeable to the terms and conditions herein contained. These terms and conditions shall be binding on the part of the successful tenderer. Tender must be quoted in prescribe format on the company/firm letter head.

- aa. If any defect is found in transit it will be the sole responsibility of the supplier to get it corrected and installed as desired by the user.
- bb. For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgement due to IIIT-Allahabad. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.
- cc. All disputes are subject to Jurisdiction of Prayagraj (Allahabad) Courts.

**Others terms and conditions:**

1. All bidders submit the Make and Model Number of the quoted item along with its official, printed brochure. In the event that the brochure is unavailable, the bidder shall submit, on the letter head of their company, the detailed specifications (including the Make and Model Number) as requested in the BID, duly signed and stamped (Do Not just copy paste IIIT A required/Asked Specifications with Answer YES).
2. Items should be supplied in factory sealed box, with system OEM seal, to ensure that contents are not changed en-route.
3. Bidders are advised to study all technical and commercial aspects, instructions, forms, terms and specifications carefully in the bid document. Failure to furnish all information required in the Bid Document or submission of a bid not substantially responsive to the Bid document in every respect will be at the bidder's risk and may result in the rejection of the bid.
4. The bidders are required to quote properly the total price inclusive of all other duties/charges. Prices are to be quoted in Indian Currency only.
5. **Any representation or query must be submitted within five days from the date of bid publication only through GeM, No representation through email will be entertained. No further representation will be entertained thereafter.**
6. The responsibility of the Bidder is to supply brand new and standard products without any damage with its / their installation and commissioning. The Bidder shall be responsible for any delay in supply, installation & commissioning.
7. The Bidder shall submit the support plan which will include details of contact (email, mobile number) and escalation matrix to which the Institute will contact for support. The service support during the contract period shall be discharged only through the Authorised Service Engineer(s)/ personnel.

**Compliance of Technical Specification**  
**Specification Parameters - Mac OS MacBook (MacBook) (Quantity –32)**

Quoted Make:  Quoted Model:

S. No.	Specification Parameter name	Min. Requirement	Clearly mention in detail specifications of the quoted model (do not write (Yes/No) in this column)	Clearly mention deviations (If any)
1.	Screen Size	Minimum 13 inches		
2.	Screen Resolution	Minimum 2560 x 1600		
3.	CPU	M3 Chip with min 8 cores		
4.	Memory	Minimum 8 GB		
5.	Storage	Minimum 256 GB SSD		
6.	Operating System	macOS		
7.	Comprehensive Warranty	3 Years		
8.	Weight	1.24 kg		
9.	Keyboard	Backlit Keyboard		
10.	Wireless	WiFi6E		
11.	Mic, Camera, Speaker	Inbuilt		
12.	Accessories	1. RJ45 adapter if necessary for LAN 2. Quality CarryCase		

- a) Only unconditional bids will be accepted.

**Additional Points**

- 1) Data Sheet of the products offered in the bid are to be uploaded along with the bid documents. Buyers can match and verify the data sheet with product specifications offered. In case of any unexplained mismatch of technical parameters. The bid is liable for rejection.
- 2) The date of manufacturing of MacBook and its processor should not be more than 1 year from the GeM Bid published date.
- 3) Unconditional comprehensive warranty 03 years including spare and other accessories as per specification.

**(To be given on the letter head of the bidder)**

No. \_\_\_\_\_

Dated: \_\_\_\_\_

***CERTIFICATE***

*(Bidders from India)*

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that Our Company/I am not from such a country.

***OR( which ever is applicable)***

*(Bidders from a Country which shares a land border with India)*

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that I from \_\_\_\_\_ (Name of Country) and the Company has been registered with the Competent Authority. I also certify that I fulfil all the requirements in this regard and is eligible to be considered. *(Copy/ evidence of valid registration by the Competent Authority is to be attached)*

Place: Signature of the Tenderer

Date:

Name & Address of the Tenderer with Office Stamp

**(INTEGRITY PACT)**

<b>INTEGRITY PACT</b>	<b>IIITA</b>
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To,

.....

.....

.....

**Sub: Ref. No.- \_\_\_\_\_ for purchase of \_\_\_\_\_**

Dear Sir/Madam,

It is hereby declared that IIITA is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject **Notice Inviting Tender** is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/ bid documents, failing which the tenderer/ bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the IIITA.

Yours faithfully,

Deputy Registrar (S&P)

IIIT-A

(to be printed on Supplier's letterhead)

To,  
Deputy Registrar (S&P)  
IIIT, Allahabad

**Sub:** Submission of Tender for the work/supply of \_\_\_\_\_.

Dear Sir/Madam,

I / We acknowledge that IIITA is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender / bid document.

I / We agree that the Notice Inviting Tender (IIT) is an invitation to offer made on the condition that I / We will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which I / We will stand disqualified from the tendering process. I / We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the IIITA.

I / We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender / bid is finally accepted. I / We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with the **Commitments of the BUYER** of the enclosed Integrity Agreement.

I / We acknowledge that in the event of my / our failure to sign and accept the Integrity Agreement, while submitting the tender / bid, IIITA shall have unqualified, absolute and unfettered right to disqualify the tenderer / bidder and reject the tender / bid in accordance with terms and conditions of the tender / bid.

Yours faithfully,

**(Duly authorized signatory of the Tenderer / Bidder)**

(to be printed on Supplier's letterhead)

## INTEGRITY PACT

### **General**

This pre-bid pre-contract Agreement hereinafter called the Integrity Pact is made on ..... day of the month of ..... , between, on one hand, the **Indian Institute of Information Technology, Allahabad** acting through Faculty In-Charge Purchase, of Indian Institute of Information Technology, Allahabad hereinafter called the “BUYER” of the First Part and M/s..... represented by Shri ....., Director /Chief Executive Officer/ General Manager / Proprietor hereinafter called the “BIDDER/Seller” of the Second Part.

WHEREAS the BUYER proposes to procure

.....

(Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Autonomous Body/Department of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

### **Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER, with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS :**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other Contract with the Government.
  - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

- 3.4 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER, or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India, that could justify BIDDER's exclusion from the tender process.

- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **5. Earnest Money Deposit**

- 5.1 While submitting bid, the BIDDER shall deposit an amount mentioned in tender document as Earnest Money, with the IIT Allahabad through the following instruments:
- (i) A confirmed Bank Guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the IIT Allahabad shall be treated as conclusive proof of payment.
- 5.2 The Earnest Money shall be valid up to a period of 180 days or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.
- 5.5 In case of successful BIDDER, EMD will be returned within 15 days from the date of submission of Performance Guarantee Bond.

## **6. SECURITY DEPOSIT /PERFORMANCE GUARANTEE :**

- 6.1 Performance Guarantee Bond is mandatory.
- 6.2 Successful tenderer/ bidder should submit performance guarantee as prescribed above to be received in the office of Deputy Registrar(S&P), IITA on or before 15 days from the date of issue of order acknowledgement. The performance guarantee bond to be furnished in the form of Bank Guarantee as per proforma or annexure of the tender documents, for an amount as mentioned in the tender document.
- 6.3 The Performance Guarantee should be established in favour of "IIT Allahabad" payable at Allahabad.
- 6.4 Performance Guarantee Bond shall be for the due and faithfully performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the purchaser under the terms and conditions of acceptance to tender.
- 6.5 The successful tenderer is entirely responsible for due performance of the contract in all respects according to the speed, intent and meaning of the terms and conditions and specification and all other documents referred to in the acceptance of tender.

6.6 The performance guarantee bond shall be kept valid during the period of contract and shall continue to be enforceable initially for a period of fifteen months from the date of commence of contract.

## **7. SANCTIONS FOR VIOLATIONS**

7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of two years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

7.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 7.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf

(whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.

- 7.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

## **8. FALL CLAUSE**

- 8.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other department of State Government/ Central Government or PSU and if it is found at any stage that similar product/system or sub-system was supplied by the BIDDER to any other Department of State Government/ State Government or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **9. INDEPENDENT MONITORS**

- 9.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Chief Vigilance Officer, Indian Institute of Information Technology, Allahabad).
- 9.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3 The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 9.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of the meetings.
- 9.5 As soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 9.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 9.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

9.8 The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**10. FACILITATION OF INVESTIGATION**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information & documents in English and shall extend all possible help for the purpose of such examination.

**11.LAW AND PLACE OF JURISDICTION**

This Pact is subject to Indian Law. The place of performance and Jurisdiction is the Seat of the BUYER.

**12. OTHER LEGAL ACTIONS**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**13. VALIDITY**

13.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

14. The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

**BUYER**

Deputy Registrar, (S&P), IIIT Allahabad

**BIDDER**

Signature with seal

Witness

1. \_\_\_\_\_

(Indenter)

2. \_\_\_\_\_

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

**Note:** Bidders are required to ensure that each documents is page numbered and signed and seal. First page of uploaded documents must be INDEX. Please avoid uploading any document more than once)

Sl. No.	Qualifying Criteria	Documents to be submitted	Page No. of uploaded documents	Additional Remarks (if any)
A.	<p><b>EMD: 76,000/- (Rs. Seventy Six Thousand Only)</b></p> <p><b>EMD EXEMPTION:</b> Following categories of Sellers shall however, be exempted from furnishing Bid Security:</p> <p><b>i.</b> Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer.</p> <p><b>ii.</b> Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.</p> <p><b>iii.</b> Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation (Seller to upload VA report / VAE confirmation to be validated by the Buyer).</p>	<p>Demand Drafts/Bankers Cheque* in favour of Director, IIIT-Allahabad Or Letter for claiming exemption of EMD with valid supporting document</p> <p>*Bidders submitting EMD must upload the soft copy on GeM portal and <b><u>hard copy must be delivered within 5 days of the bid submission</u></b> end date to “Deputy Registrar (Stores &amp; Purchase), Indian Institute of Information Technology Allahabad, Deoghat, Jhalwa, Prayagraj Pincode-211015,” through India Post in a sealed envelope superscribed with the GeM bid number.</p>		

Sl. No.	Qualifying Criteria	Documents to be submitted	Page No. of uploaded documents	Additional Remarks (if any)									
B.	<b>Compliance of the Terms &amp; Conditions of the Bid.</b>	A self-declaration on the letterhead of the bidder stating that they will comply with all the terms & conditions of the GeM bid Including Corrigendum/ Addendum (if any).											
C.	<b>The minimum average annual financial turnover of the bidder</b>	<p>During the last three years (FY2021-22, 2022-23 &amp; 2023-24), should be <b>Rs.18,00,000/-</b>. Documentary evidence in the form of a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="3">Fill in the amount in the below table</th> </tr> <tr> <th>Annual Turnover FY 2021-22</th> <th>Annual Turnover FY 2022-23</th> <th>Annual Turnover FY 2023-24</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> </tbody> </table>	Fill in the amount in the below table			Annual Turnover FY 2021-22	Annual Turnover FY 2022-23	Annual Turnover FY 2023-24					
Fill in the amount in the below table													
Annual Turnover FY 2021-22	Annual Turnover FY 2022-23	Annual Turnover FY 2023-24											
D.	<b>Past Performance/Past Project Experience:</b>	<p>The Bidder, should have executed the contract for supply and installation / commissioning of Mac OS Laptop during preceding 3 financial years (i.e. FY 2021-22, 2022-23 &amp; 2023-24) as on opening of bid, as per following criteria:</p> <p>(i). Single order of at least 35% of estimated bid value; or</p> <p>(ii). Two orders of at least 20% each of estimated bid value; or</p> <p>(iii). Three orders of at least 15% each of estimated bid value.</p> <p>Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid.</p> <p><b>Documentation:</b> The Satisfactory Performance Certificate must be submitted along with the corresponding Purchase Order (P.O.) and Satisfactory Supply &amp; Installation Report for the same contract by the bidders.</p>											
E.	<b>Bidder financial standing (BFS)</b>	The bidder should not be under liquidation, court receivership or similar proceedings and should not be											

Sl. No.	Qualifying Criteria	Documents to be submitted	Page No. of uploaded documents	Additional Remarks (if any)
		bankrupt.  <b>Documentation:</b> Bidder to upload undertaking to this effect with bid.		
F.	<b>Buyer Organization specific Integrity Pact</b>	Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. <b>(Annexure-III)</b>		
G.	<b>Declaration of Non-Blacklisting</b>	Any IIT/IIIT/NIT/ Government Department /PSU /PSU Banks/Autonomous Bodies/Statutory Bodies in India should not have blacklisted the Bidder at any stage.  <b>Documentation:</b> Self-declaration to this effect have to be uploaded at the time of bidding by the bidder.		
H.	<b>Compliance of GFR Rule 144 (xi)</b>	The bidder/OEM shall not be from a country sharing land border with India and if the bidder is from a country sharing land border with India the bidder should have been registered with the competent authority as per orders of DIPP OM No. F. No. 6/18/2019-PPD dated 23rd July 2020, and MoCI Order No. P-45021/112/2020-PP (BE II) (E-43780) dated 24th August 2020.  <b>Documentation:</b> A declaration shall be submitted with the bid as per format given in <b>Annexure-II</b> .		
I.	<b>OEM/Manufacturer Authorization Form (MAF)</b>	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		
J.	<b>Compliance of the Technical Specifications by bidder's (Reseller/Authorized Dealer)</b>	A self-declaration on the letterhead of the bidder stating that they comply with all the technical specifications as per the GeM bid Including Corrigendum/ Addendum (If any). Must be submitted along with <b>“TECHNICAL SPECIFICATIONS</b>		

Sl. No.	Qualifying Criteria	Documents to be submitted	Page No. of uploaded documents	Additional Remarks (if any)
		<b>COMPLIANCE SHEET (Annexure-I)</b> ”as given below.		
<b>K.</b>	<b>Data Sheet of the offered product</b>	<b>Detailed Data Sheet of the Offered Product</b> Bidders must submit the Make and Model Number and Detailed Data-Sheet of the quoted item/offered product and detailed compliance of the all-technical specification as mentioned in the Bid document and additional specific parameters, along with its official printed brochure/catalogue (As per the Make and Model of quoted item/offered product in the Technical Specification compliance sheet		
<b>L.</b>	<b>Onsite Comprehensive Warranty</b>	The bidder should ensure 03 Years On-site warranty as mentioned in the Bid document.		
<b>M.</b>	<b>Support Plan and Escalation Matrix Support</b>	The Bidder shall submit the support plan which will include details of contact (email, mobile number) and escalation matrix to which the Institute will contact for support. The service support during the contract period shall be discharged only through the Authorised Service Engineer(s)/ personnel.		

**TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

Date: \_\_\_\_\_

To,  
The Registrar  
Indian Institute of Information Technology,  
Allahabad.

**Sub: Acceptance of Terms & Conditions of Tender.**

Bid/Tender Reference No: \_\_\_\_\_

**NAME OF TENDER:** \_\_\_\_\_

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

\_\_\_\_\_

\_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I / we have read the entire terms and conditions of the Bid documents from Page No. \_\_\_ to \_\_\_\_ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I /we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization to have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I/We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I/We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said bid security absolutely and debarred as per term of the Bid document.

Yours Faithfully,

Date:

Place:

(Signature of the Bidder,  
with Official Seal)

**Purchase of Mac OS Laptop (Qty.32)**  
**GeM Bid No. : GEM/2025/B/6168689**

(NOTE: Bidders are required to ensure that these documents are to be mandatorily submitted duly signed and seal of the firm. Kindly ensure submission of documents in the following order as per below table)

<b>S.No.</b>	<b>Documents required to be submitted</b>
A.	EMD Or Letter for claiming exemption of EMD with valid supporting document (To be submitted by Bidder)
B.	Self-declaration for Compliance of the Terms & Conditions of the Bid (To be submitted by Bidder)
C.	The minimum average annual financial turnover of the bidder (To be submitted by Bidder)
D.	Past Performance/Past Project Experience (To be submitted by Bidder)
E.	Bidder financial standing (BFS) (To be submitted by Bidder)
F.	Buyer Organization specific Integrity Pact (To be submitted by Bidder)
G.	Declaration of Non-Blacklisting (To be submitted by Bidder)
H.	Compliance of GFR Rule 144 (xi) (To be submitted by Bidder)
I.	OEM/Manufacturer Authorization Form (MAF) (To be submitted by Bidder)
J.	Compliance of the Technical Specifications by bidder's (Reseller/Authorized Dealer)
K.	Data Sheet of the offered product
L.	Onsite Comprehensive Warranty
M.	Service Support plan and escalation matrix