

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	07-03-2025 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	07-03-2025 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Textiles
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	National Institute Of Fashion Technology (nift) Head Office New Delhi
Office Name/कार्यालय का नाम	Nift Campus Near Gulmohar Park Hauz khas, New Delhi 110016
क्रेता ईमेल/Buyer Email	buycon1.nift.ka@gembuyer.in
Total Quantity/कुल मात्रा	45
Item Category/मद केटेगरी	Tender Inviting for Purchasing High End Desktop Computer with Monitors under buyback of old system
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Desktop computers i9 32 GB ram, 1 TB SSD along with graphic cards
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Contamination monitor, Drip - Leg Drain, Solar IV Curve Tracer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Workstation • Desktop Computers • High End Desktop Computer
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	52 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	414 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/	Yes

Bid Details/बिड विवरण	
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Past Performance/विगत प्रदर्शन	50 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वित्तीय दस्तावेज़ की आवश्यकता है।	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	AXIS BANK LTD
EMD Amount/ईएमडी राशि	350000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	AXIS BANK LTD
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ ईपीबीजी की अपेक्षित अवधि (महीने).	65

(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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

Beneficiary/लाभार्थी :

Director

NIFT, CA Site, No.21, 16th Cross, 27th Main Road, Sector - 1, HSR Layout, Bengaluru -560 102.

(Yathindra L)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. 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.
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. 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.
5. 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.

6. 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.

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.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
20-02-2025 11:00:00	NIFT, CA Site, No.21, 16th Cross, 27th Main Road, Sector - 1, HSR Layout, Bengaluru -560 102.

Tender Inviting For Purchasing High End Desktop Computer With Monitors Under Buyback Of Old System (45 set)

(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

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	Nagaraj .T.R.	560102,NATIONAL INSTITUTE OF FASHION TECHNOLOGY, C.A. Site 21, 16th Cross, 27th Main, HSR Layout, Sector-1, BENGALURU	45	45

Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं .	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	Desk top specification View	Desk top specification and Scope of Work	Tender Inviting For Purchasing High End Desktop Computer With Monitors Under Buyback Of Old System(45)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 % 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. Generic

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

National Institute of Fashion Technology
NIFT, CA Site, No.21,
16th Cross, 27th Main Road,
Sector - 1, HSR Layout,
Bengaluru -560 102.

3. 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.

4. **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.

5. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

6. **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.

7. **Generic**

IT equipment shall be IPv6 ready from day one.

8. **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.

9. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

10. **Generic**

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

11. **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.

12. **Generic**

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

13. **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

14. **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.

15. **Generic**

OPTIONAL SITE VISIT:

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder.

The bidder should visit the Campus (NIFT Bengaluru, HSR Lay out) on his own interest

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

16. **Generic**

Shelf Life: The Product/Spare parts to be supplied as part of the services must have minimum

5 years

Shelf Life. On the date of supply, minimum

5 years

usable shelf life should be available / balance.

17. **Generic**

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

18. **Generic**

The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.

Applicable Concessional rate of GST :

5

%

Notification No.and date :

TUNIRG-CDE (593)/2020

dated

26/10/2020

19. **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.

20. **Generic**

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

21. **Scope of Supply**

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

22. **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.

23. **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.

24. **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.

25. **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.

26. **Service & Support**

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

27. **Service & Support**

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

for Service Support.

28. **Inspection**

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

29. **Inspection**

Testing of Sample: The testing of advance sample and bulk sample during PDI will be carried at the designated AHSP labs. When testing facilities are not available, the facilities of Govt labs/NABL/Accredited labs will be utilized. The testing charges outside the designated AHSP labs to be borne by seller's.

30. **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.

31. **Certificates**

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

32. **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.

33. **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.

34. **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.

35. **Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for

ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

36. 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 7 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.

37. Sample Clause

After award of contract – Successful Bidder shall have to get advance sample approved from buyer before bulk manufacturing / starting bulk supplies. Successful Bidder shall submit

1

samples for Buyer's approval, within 7 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 5 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample – the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller.

Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

38. Buyback for Non PFMS / Non GPA

Buyback for Non PFMS/Non GPA:

1. GST will apply on the value of buyback and separate invoice is to be prepared by Government buyer/Consignee for buyback items offline outside the GeM system. Vendor should work out input credit for that GST applicable on the buy back while quoting the product/services.

2. Input GST Credit consideration by seller- seller shall offer the prices in the bid by the total amount of new goods including GST- total amount of old goods quoted by the firm excluding GST. This is because GST charged by buyer on buy-back value will be available for full ITC (input tax credit) on the hands of bidder. Therefore, for the purpose of quoting in the bid and evaluation, value as quoted by the bidder (excluding any GST on buy back) as indicated in column G below will be considered.

Illustrative examples for bidders are as under for understanding of the seller.

Excel sheet for explanation to Buyback ATC							
S	Cost of Fresh Good (A)	%age of GST on Fresh Good as considered by seller at the time of quote (B).	GST Amount on Fresh Good (C)	Cost of Buyback item (D)	%age of GST on Buyback items (E) as fixed by buyer in the bid	GST Amount on Buyback item (F) as applicable at the time of invoice by buyer	Quote of the Bidder (G= {A+C-D})
1	100	28	28	20	8	1.6	108
2	100	9	9	20	8	1.6	89
3	110	10	11	24	8	1.92	97
Seller after the award of the GeM contract, will indicate all column A to G which will not alter their quoted price indicated in Colum-G							

3. Successful lowest bidder has to provide detailed cost break up of tendered items as well as buy back items separately after award of contract through email to the government buyer/consignee.

4. The seller of new item /service provider shall deposit the cost of invoiced buy back item with GST to the buyer for allowing seller to lift up the material from the buyer/consignee premise.
5. Transportation of buy back items from buyer premises shall be arranged by the seller itself without any extra cost.
6. Government Buyer organisation /consignee will issue invoice of buy back items to the seller at the cost of buyback to be indicated to the buyer by the seller offline after receipt of order. This in no case will modify the bid in any manner.
7. The seller will be entirely responsible for the safe disposal of old items without affecting the environment in any manner as per prevailing statutory rules and Act/ law of the land.
8. The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.
9. Receipt of payment by the buyer for Old items and invoicing by buyer will be out of GeM portal.
10. Government Buyer will upload the details of old goods along with the bid in the corrigendum with minimum price.
11. If the minimum price (Optional) is indicated and sellers of new item who are not agreeing to take back the old item at equal to or above that minimum price should not participate in the bid.
12. In case they participate into the bid and afterwards indicates the price of old goods, less than the minimum price shown by Government Buyer in corrigendum, EMD of the bidder will be forfeited.
13. Item Details Consignee wise will be indicated in the corrigendum like -
 1. Consignee wise
 2. Item Description
 3. Serial Number
 4. Model
 5. Brand
 6. Year of manufacturing
 7. Purchased on
 8. Age
 9. Size, Rating, Designation
 10. Quantity
 11. Min price (Optional)
 12. Unit
 13. Working Guidelines (/Functional/Non-Functional)
 14. Remarks
14. The successful bidder shall remove the old goods from the premise of the Government buyer/consignee at the time of the supply, installation and commissioning of fresh goods. Seller will be entitled for payment only after removal of old goods from Government buyer/consignee/user's premise and after supplying the fresh goods in terms of contract.
15. Note: This clause of ATC shall be operated by non PFMS; non GPA buyer i.e. all PSU working through their ERP and not integrated with GPA.

39. **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.

40. **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

41. **Forms of EMD and PBG**

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

National Institute of Fashion Technology
payable at
Bengaluru

.
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.

42. **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

The Director, NIFT, Bengaluru

. 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

43. **Forms of EMD and PBG**

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

National Institute of Fashion Technology
Account No.
546202050000013
IFSC Code
UBIN0568864
Bank Name
Union Bank of India
Branch address
NIFT Campus, HSR Layout, Bengaluru - 560102

.
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.

44. **Purchase Preference (Centre)**

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement

would be met in the subsequent stages.

- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

45. Financial Criteria

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

46. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

The successful bidder shall execute an agreement in Kerala non-judicial stamp paper of value of Rs.500/- (Rupees Five Hundred only) agreeing to abide by all the terms and conditions mentioned therein and for the due fulfillment of the contract, within seven days from the date of issue of purchase order. The expenses incidental to the execution of agreement shall be borne by the successful bidder. The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the right of NIFT Bengaluru to recover any consequential loss from the successful tenderer.

Jurisdiction: In case of any dispute the Jurisdiction of Court will be Bengaluru, Karnataka. In case of disputes raised by the supplier, a representation will be made only by the supplier or the authorized representative of the supplier and the decision of the Director NIFT Bengaluru will be binding on the supplier.

The policy of the Govt. of India to encourage Make in India and promote manufacturing and production of goods and services in India as per the revised Public Procurement (Preference to Make in India), order 2017, circulated by the department of promotion of industry and internal trade, Ministry of Commerce & Industry, Govt. of India vide order No. P-450212/2017-PP (BEII) dated 04.06.2020 will be applicable for this tender.

Interpretation of Clauses: In case of ambiguity in the interpretation of any of the clauses in the tender/contract document, the Tendering authority's interpretation of the clause shall be final and binding on the Agency.

All the documents attached in the buyer-uploaded ATC document shall be part of the tender.

Bidder can also submit the EMD and PBG in the form of Insurance Surety Bonds

.

47. Buyer Added Bid Specific ATC

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

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.

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.

[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---



राष्ट्रीय फैशन प्रौद्योगिकी संस्थान, बेंगलूरु

NATIONAL INSTITUTE OF FASHION TECHNOLOGY, BENGALURU
अतिरिक्त नियम और शर्तें, GeM पोर्टल में वर्कस्टेशन, डेस्कटॉप कंप्यूटर खरीदने के लिए निविदा आमंत्रण।

Additional Terms and Conditions, Tender Inviting for Purchasing High End Desktop Computer with Monitors under buyback of old system in GeM Portal.

File 5556/IT-BNG/IT-Procurement-2024

Dt:12.02.2025

एनआईटी संख्या / NIT No:15/2024-25/5556/IT/-Procurement-2024

1. INTRODUCTION:

- 1.1 National Institute of Fashion Technology (NIFT) was set up by the Ministry of Textiles, Government of India in 1986 which has been accorded statutory status under the Act of Parliament in 2006 (NIFT Act 2006) for the promotion and development of education and research in field of Fashion Technology. NIFT provides fashion business education across the country through its network of 19 centres. It provides four years under graduate (UG) program in design and technology, two years post graduate (PG) program in design, fashion management & fashion technology and short duration education program to address the specialized needs of professional and students in the field of fashion. NIFT has its head office at New Delhi with its campuses located at Bengaluru, Bhopal, Bhubaneswar, Chennai, Daman, Delhi, Gandhinagar, Hyderabad, Jodhpur, Kangra, Kannur, Kolkata, Mumbai, New Delhi, Panchkula, Patna, Raebareli, Shillong, Srinagar and Varanasi.
- 1.2 NIFT, Bengaluru Centre was established in the year 1997 with undergraduate and post graduate programmes. NIFT, Bengaluru invites open online (GeM) tender from reputed Authorised OEM Suppliers/ firm/ venders/ distributors etc., for supply, installation and commissioning of Desktops Computer along with monitors under buyback "AS IS WHERE IS BASIS" for NIFT Bengaluru.
- 1.3 The following details in the NIT document with instruction and documents are to be furnished by the bidder with authorized signature.

Sl. No	Particulars	Page No.
1	Introduction	1
2	General Terms & Conditions	2-7
3	Bid Security Declaration (Enclosure-I)	8
4	Undertaking (Enclosure-II)	9
5	Affidavit on Non-Blacklisted /Debarred Certificate (Enclosure-III)	10
6	Scope of Work and Declaration (Enclosure-IV)	11 - 12
7	Integrity Pact (Enclosure-IV)	13 - 17
8	Technical General Information (Annexure -I)	18
9	Financial Bid Break up for Desktop Computers and Monitor (Annexure -II)	19
10	Buy-back offer for disposal of Old Desktop Computers (Annexure -III)	20

- 1.4 Tender documents details are also available for viewing on the NIFT website <https://www.nift.ac.in/bengaluru/tenders>
- 1.5 In case of any clarification required relating to this tender, the same can be sought from the following officers of NIFT: Sr. Asst. Director or Computer Engineer 080-22552551- (4 lines) or mail to: computerengg.bengaluru@nift.ac.in or purchase.bengaluru@nift.ac.in
- 1.6 NIFT is registered with DSIR for custom / Central Excise duty Exemption



2. GENERAL TERMS & CONDITIONS:

- 2.1 All the instruction and terms and condition should be accepted and company seal and signed copy of the tender document should be enclosed in GeM portal
- 2.2 The Director, NIFT Bengaluru reserves the right to accept or any part thereof or rejects all quotation, In the interest of the NIFT so require, without assigning any reasons whatsoever and to waive any Minor discrepancy in the quotation received. If any contractor stipulates any condition, such Conditional quotation is liable to be rejected.
- 2.3 NIFT Bengaluru has decided to procure Desktop Computers (45 Nos), Under Buyback "AS IS WHERE IS BASIS" condition for IT department of NIFT Bengaluru Campus through GeM Portal, as indicated in the specifications and is going to be used by various Academic Departments. The primary purpose of these items are required for smooth teaching purposes. These IT equipment's are becoming increasingly popular in educational system.
- 2.4 The service provider should ensure that it complies all the requirements as per scope of work before participating /applying for tender.
- 2.5 Bidder should fully be accountable for the performance of all components of the items tendered. Additional accessories that could be required in future for upgrade in features and better utilization of the IT equipment's should be of the same OEM.
- 2.6 The price quoted are including GST, logistic, transportation etc., and no additional payment will be made. The materials should reach the consignee address at **NIFT, Bengaluru campus C.A. Site No. 21, 16th Cross, 27th Main Road, Sector-1, HSR Layout Bengaluru-560 102.**
- 2.7 Supply should be completed within the specified period prescribed in GeM portal - from the date of receipt of the supply order for the abovesaid address.
- 2.8 NIFT Bengaluru reserves the right to cancel the order if unacceptable delay in supply.
- 2.9 L1 is arrived as per GeM Provision. If L1 is more than one found in financial bid, the decision of NIFT authority is final as per GeM provision (to give preference local service provider or any other criteria fixed by the authority or as per GeM provision).
- 2.10 Statutory deduction will be made as per Government of India and State Government norms.
- 2.11 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.
- 2.12 All the items indented specification must be taken to consider before quoting the financial bid and the same needs to certified along with general information in **Enclosure - ____** .
- 2.13 All the recoded document requested in **Annexure - I** should be submitted along with the proof of document with self-attestation
- 2.14 **Warranty /Guarantee:** The service provider should give a minimum three-year On-site warranty/ guarantee and free onsite service from the date certification on the supply and installation the work.



2.15 Earnest Money Deposit (EMD) and Performance Bank Guarantee (Security Deposit) PBG:

- a) Bids without paying the EMD shall be DISQUALIFIED
- b) EMD of the successful bidder shall be returned on receipt of the prescribed Performance Security Deposit.
- c) EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid process.
- d) EMD shall be forfeited, if
 - i. The bidder withdraws his bid during the period of validity of the tender.
 - ii. The successful bidder refuses or neglects to execute the contract or fails to furnish the required Performance Security within the time frame specified by the Institute.
- e) No tenderer will be allowed to withdraw the tender after the opening of the tender. If any tenderer withdraws, the EMD amount deposited by the service provider will be forfeited and will be disqualified from participating in any future tender of the Institute.
- f) Successful bidders should submit the Performance Bank Guarantee / Security Deposit as per GeM provision on the total bid amount, either in the form of Bank Guarantee / DD / FDR / Bankers Cheque / RTGS / Insurance Surety Bonds (fractional number on percentage should be rounded to nearest hundreds). The EMD will be forfeited, if the bidder fails to execute the Contract on the specified timeline
- g) The Performance Security in any form should remain valid for sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

2.16 If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises

- 2.17 Make and Model must be clearly mentioned in the technical bid / compliance sheet. If they are not found in the technical bid, the bid shall be rejected.
- 2.18 Supply, Delivery and installation is required to be completed within 45 days from the date of issue of GeM order.
- 2.19 For any imported item(s) the bidder should have an authorization certificate from the Manufacturing company along with the respective **NIT number** and should enclose a copy with the Technical bid.
- 2.20 Successful bidder should furnish an all-inclusive comprehensive on-site warranty of **Three Years should be given for all equipment /appliances and all components supplied at our premises from the date of installation /commissioning whichever is later** for any manufacturing defects during that period.
- 2.21 The bidder has to respond to breakdown call within 24 hours of placement of the call in all days including holidays (24x7). The call will be placed through phone /email /portal.
- 2.22 Centralized Toll-Free number and customer support to be available for prompt service matters. The vendor representative should visit site in case of any breakdown issues. The onsite maintenance support has to be rendered by the successful bidder at the installation site only.



- 2.23 Bidder must be OEM or dealer for the quoted brand of IT equipment's. The Tender specific authorization dealer certificate from the OEM for the quoted brand of equipment must be attached for each individual item **specifying NIT number** in the certificate i.e., **Desktop Computers**. The name, designation and mail ID of the issuing authority must be indicated in the certificate clearly. **Without the OEM certificate, the bid will be rejected.**
- 2.24 Declaration letter from OEM that certifies Installation of Factory Pre-loaded Genuine OS should be upload at the time of participation and same should be confirmed by the OEM
- 2.25 Bidder should provide soft copies of the Windows Digital Licenses /Keys which can be used to activate windows in case of motherboard failures after the warranty period.
- 2.26 The OEM should submit technical compliance confirmation and the same should be available on the website for verification. In case the details are not available in website, the same will summarily be rejected.
- 2.27 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.
- 2.28 The OEM should have a registered office in India, Proof of Establishment to be submitted.
- 2.29 Bidder should quote the rates inclusive of Taxes, Duties, Transportation, Loading, Unloading, Supply, Installation & Commissioning charges, etc.,
- 2.30 The OEM should have its own service network with service Centre in Karnataka (especially in Bengaluru) from last 5 years to ensure prompt service to any complaints. Documentary evidence i.e. GST and Trade License copy, for the service centre registered in the state or district to be submitted. Third party /sub-dealers will not be considered. Details to be furnished compulsorily at the time of Bid uploading in the portal.
- 2.31 Bid specific MAF (Manufacturers Authorization Form) should be submitted at the time of participation and same will be sent to the OEM for verification of genuineness.
- 2.32 The bidder must have minimum Annual Turnover of Rs.52/- lakhs (Fifty-two Lakh each year) during the last three Financial years i.e., 2021-22, 2022-23. 2023-24. However, Exemptions will be given as per Public Procurement Policy for Micro and Small Enterprises.
- 2.33 Average Annual Turn Over of OEM (In Lakhs) must have Rs.414/- Lakhs. (Four hundred and fourteen Lakhs only).



- 2.34 Bidder has to upload ISO-9001: 2015 certificate at the time of bidding and the same should be verified in National Accreditation Board for Certification Bodies (NABCB) portal. The NABCB is the sole agency in India recognized by the IAF (International Accreditation Forum). It is also a constituent board of the Quality Council of India.
- 2.35 Data sheets along with the relevant certifications of all hardware components have to be uploaded at the time of bidding.
- 2.36 Preference will be given to products that are manufactured in India. However, imported products meeting the specified technical requirements will also be considered. To evaluate such imported products, the supplier must provide authorization on their company's letterhead confirming that the product meets the technical specifications outlined in the bid document.
- 2.37 **The evaluation method will be on the basis of total outgo.**
- 2.38 In case the product offered is having made in India declaration, documentary evidence of the factory with registration certificate to be submitted. Third party /outsourced manufacturing facility is not acceptable.
- 2.39 The bidder should have star rating above 4.2 in GeM portal.
- 2.40 The Buyer has the authority to increase /decrease the quantity upto 25% while placing the order.
- 2.41 The Buyer reserves the right to disqualify Bidders during technical evaluation if any of the above documents in the ATC or other required documents are not uploaded along with the bid, without seeking further clarifications from the bidders.
- 2.42 Bidder should have to submit UDYAM Adhar, Bank Mandate Certificate, ZED Certificate, cancel cheque, GST and PAN.
- 2.43 Bidder should have to submit Bank solvency Certificate $\geq$ 10 Lakh (equal to or more than Rupees Ten Lakhs).
- 2.44 Bidder should have to submit Non-Backlisting certificate as per given format in 100 Non-Judicial Stamp Paper.
- 2.45 Bidder should have to submit Net worth certificate (Should be positive in figure).
- 2.46 **Integrity Pact:** In order to ensure transparency and probity in public procurement activities, the National Institute of Fashion Technology has adopted and implemented the Integrity Pact (IP) as per the guidelines issued by the Central Vigilance Commission in respect of the procurement of goods costing Rs. 1 Crore and above.
- The Pact shall be an agreement between the prospective vendor /bidder and the buyer committing both the parties not to exercise any corrupt influence on any aspect of the contract.
 - Only those vendors/bidders who have entered into such an Integrity Pact with the NIFT would be competent to participate in the bidding with the NIFT whenever the value of such contract is equal to or exceeds Rs. 1 crore.



- c) The IP envisages the appointment of two Independent External Monitors (IEMs) who are eminent and experienced persons of high integrity and reputation to oversee the implementation of IP and the details are
 - (i) Shri Sunil Sreekirshna Dadhe, Former IA&AS, Email: sunildadhe@gmail.com and
 - (ii) Dr. Rabindra Kumar, Former IFoS, Email: Rabindra_us@yahoo.com.
 - d) The vendors/bidders signing IP shall not approach the Courts while representing the matters to IEMs and he /she will await their decision in the matter.
 - e) Any violation of the Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR 2017, PC Act, 1988 and other Financial Rules /Guidelines etc., as may be applicable to the organization concerned.
 - f) Pre-contract Integrity Pact is to be executed on plain paper with NIFT at the time of submission of Bids. The successful Vendor /Bidder shall submit duly executed Integrity Pact on Non-Judicial Stamp paper of an appropriate value for issue of Purchase Order.
 - g) Only those Vendors /Bidders who have entered into Integrity Pact with the NIFT shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Performa (Enclosure - V) provided in the tender is a basic qualifying requirement.
- 2.47 The successful bidder shall execute an agreement in Karnataka non-judicial stamp paper of value of Rs.500/- (Rupees Five Hundred only) agreeing to abide by all the terms and conditions mentioned therein and for the due fulfillment of the contract, within seven days from the date of issue of purchase order. The expenses incidental to the execution of agreement shall be borne by the successful bidder. The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the right of NIFT Kannur to recover any consequential loss from the successful tenderer.
- 2.48 **Interpretation of Clauses:** In case of ambiguity in the interpretation of any of the clauses in the tender/ contract document, the Tendering authority's interpretation of the clause shall be final and binding in the Agency.
- 2.49 **Additional instructions to bidders for procurement of Desk top Computer (45 Nos.) under buyback basis through GeM portal.**
- (a) This bid is floated for procurement of 45 Nos of New Desktop Computer as per technical specification mentioned in GeM Bid along with buyback of 179 No's Old Computer System including monitor with 45% of systems are Functioning based on re-configure
 - (b) The evaluation shall be based on the Net price of the procurement along with buyback.
 - (c) All bidders quoting for the complete scope of procurement combined with buyback shall only be eligible for evaluation.
 - (d) A sample should be provided before proceed for bulk supply and on approval of the sample with modification or suggestion (If any) to be incorporated in the bulk supply.
 - (e) **The bidder may visit the site and inspect the condition of buy back item in advance before quoting the bid.**
 - (f) GST will apply on the value of buyback and separate invoice is to be prepared by Government buyer/ Consignee for buyback items offline outside the GeM system. Vendor should work out input credit for that GST applicable on the buy back while quoting the product/ services.



- (g) Input GST Credit consideration by seller- seller shall offer the prices in the bid by the total amount of new goods including GST- total amount of old goods quoted by the firm excluding GST. This is because GST charged by buyer on buy-back value will be available for full ITC (input tax credit) on the hands of bidder. Therefore, for the purpose of quoting in the bid and evaluation, value as quoted by the bidder (excluding any GST on buy back) as indicated in column G below will be considered.

Illustrative examples for bidders are as under for understanding of the seller.

Excel sheet for explanation to Buyback ATC							
S. No	Cost of Fresh Good (A)	%age of GST on Fresh Good as considered by seller at the time of quote (B).	GST Amount on Fresh Good (C)	Cost of Buyback item (D)	%age of GST on Buyback items (E) as fixed by buyer in the bid	GST Amount on Buyback item (F) as applicable at the time of invoice by buyer	Quote of the Bidder (G= {A+C-D})
1	100	28	28	20	8	1.6	108
2	100	9	9	20	8	1.6	89
3	100	10	11	24	8	1.92	97
Seller after the award of the GeM Contract, will indicate all column A to G which will not alter their quoted price indicated in Column-G.							

- (h) The successful lowest bidder has to provide detailed cost break up of tendered items as well as buy back items separately after award of contract through email to the buyer/ consignee.
- (i) Selected L1 bidder will have to pick up all old 179 No's Computer System from National Institute of Fashion Technology, HSR Layout, Bengaluru, 560102.
- (j) The successful tenderer should pick up the old Computer System within 45 days at his own cost from the date of award of the GeM Contract order.
- (k) Bidder Firm has to quote the New Desktop Computer's rate duly deducting the buyback rate of the old computer system for respective locations and including all taxes and Overall L1 shall be based on net L1 price (i.e. selling price for new systems minus buying price for old systems) for that particular schedule.
- (l) Successful bidder has to submit the price bid breakup (in Financial bid only) duly mentioning the detail of prices along with buyback prices of Old computer systems.

2.50 Payment Terms:

- (i) Payment will be released on successful supply, installation and commission and against receipt of original invoice along with satisfaction report from the user department /section in charge /official responsible to acceptance the indent items at NIFT Bengaluru.
- (ii) No advance payment will be made before delivery.
- (iii) All statutory recoveries (TDS, GST etc.) will be deducted from the invoice if applicable.
- (iv) The service provider should generate GST invoice along with credit advice in GeM portal along with GST invoice upload in GeM portal as per Gem provision

Place:

Seal & signature of the Vendor/ Service provider

Date:

Name of the Firm/ company:

Name & contact telephone/ mobile number



Enclosure – I

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS

IN LIEU OF EMD

(On Bidders Letter head)

I / We, the authorized signatory of M/s,
participating in the subject tender No. for the item / job of
....., do hereby declare:

1. That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
2. That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of National Institute of Fashion Technology (All Centers) for a period of one to three year from the date of committing such breach.

Signature and Seal of Authorized Signatory of bidder

Name of Authorized Signatory

Company Name (with seal)



Enclosure – II

UNDERTAKING BY THE SERVICE PROVIDER

(on original Letter Head of the Firm)

Declaration

1. I/ We Son/Daughter/Wife of Sri. Signatory of the service provider, mentioned above, am/are competent to sign this declaration and execute this tender document.
2. I/ We have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. I/ We hereby sign this undertaking is token of our acceptance of various conditions of the NIT along with GeM provision.
4. I/ We hereby undertake that a Brand-new Material are going to supply, sourced from OEM.
5. I/ We hereby declare that all the statement made and submitted are true and complete to the best of my/ our knowledge. In case the submitted information found false. I/ We are fully aware that the tender/ contract will be rejected.
6. The information/ documents furnished along with the technical and financial bid are true and authentic to the best of my knowledge and belief.
7. I/ We have never been blacklisted/ debarred from participating in contracts by any state Government/ Central Government or any State/ Central PSU and not having any vigilance/ CBI/ Court cases are pending against the firm has been registered/ is pending against us.
8. I/ We have quoted for all the indented items as indicated in scope of work in the financial bid.
9. I/ We affirm that all the rates quoted in price bid for **new procurement along with three years Warranty and old systems buyback** are provided to the best of my knowledge and I am aware that my bid cancelled in case of any variation in total value.
10. I/ We accepted the arrival of L1 is based on the total item outgo cost as per GeM Provision in Financial Bid.

Place: _____

Date: _____

Mobile No: _____

Signature of the contractor with seal

Address:



Enclosure – III

**AFFIDAVIT CERTIFYING THAT THE BIDDER IS NOT BLACKLISTED / DEBARRED OR NOT
INDULGED IN CORRUPT OR FRAUDULENT PRACTICES**

(Rs. 100/- Non-Judicial Stamp Paper)

Certificate of tendered that,

“I/ We hereby unconditionally accept all terms and condition mentioned in NIT enquiry for “Supply, Installation & Commissioning of Desktop Computers at NIFT Bengaluru, Campus”.

“I/ We hereby undertake that the information provided above and elsewhere in the tender is true and if any information is found to be false or have been suppressed by me the tender is liable to be rejected and the EMD forfeited”.

“The warranty/ guarantee on the items supplied and installed will be **three years**. The supplier undertakes to repair/replace the entire equipment or the defective/damaged part at no cost to NIFT during the warranty period.

“I / We certify that the Firm/ Company is free from encumbrance and there was no vigilance/ CBI enquiry or Court Case against us in the past and any such enquiry / case are pending against us and have not been debarred or black listed or suspended from the business from any department of Central Government of India/ State Government/ PSU/ any other Government/ Semi Government Department, etc., during the **last three years** from the bid due date”.

“I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any Agreement entered into with Authority or any other public sector enterprise or any government, central or State”.

Date:

(Authorized Signatory)

Place:

Name & Designation:

Name of the Agency & Address:



ENCLOSURE – IV

Scope of Work and Declaration:

National Institute of Fashion Technology wishes to invite quotations from OEM/ authorized dealers/ for the specified Items along with buyback of the Desktops under “AS IS WHERE IS BASIS” for NIFT Bengaluru.

SL No	Items	No of Qty
1	Desktop Computers (with Monitor wired KBD Moues and peripherals)	45
2	Desktops and monitors under buyback “AS IS WHERE IS BASIS” from NIFT Bengaluru	179

The primary purpose of these items are required for smooth teaching purposes. These IT equipment’s are becoming increasingly popular in educational system.

Supply, Installation & Commissioning of the Tendered Items: The tender awarded vendor will be responsible for supplying, installing & Commissioning of the tendered items with in the stipulated time and indented specification.

The vendor should provide the model no and URL address of all the products.

Training: Comprehensive training should be conducted on-site at the institute’s premises without any additional charges.

Warranty Period: The vendor is expected to provide a **Three Years warranty/ guarantee** for all supplied and installed components. During this period, any necessary repairs or replacements for the equipment or its parts will be undertaken by the vendor at no cost to NIFT in warranty period.

Important Instructions:

- The vendor must ensure that maintenance support equipment required for the IT equipment’s are readily available in India and is provided as part of the service.
- The vendor bears full accountability for the performance of all components of the Tendered items.
- The Departments will require ongoing communication with the vendor’s sales and technical support teams during installation planning, the installation phase, and immediate post-installation follow-up.
- The vendor should provide complete company details i.e., Name of the Person & Designation, Address, Phone No, Email address, etc.,
- Service technicians must be certified by the manufacturer and equipped with the necessary parts to minimize equipment downtime.
- The vendor is expected to provide free email-based technical support to the Departments.
- All hardware components of the IT equipment’s must originate from a single OEM for each single item.
- Vender must not quote items which are going to be declared end of support by OEM in next five year.
- Vender must not quote items which are going to be declared end of sales by OEM in next one year from the date of tender.



2. Desktop Computers for I.T Lab

The bidder should supply the required technical specification detailed below and installation in the Bengaluru NIFT campus IT Labs.

SI No	Parameter	Description	Specification
1	Form Factor		Tower
2	Processor	Make	Intel/AMD Or Equivalent
		Description	Intel i9 14900 / Ryzen 9 or Equivalent
		no of Core	24 or more
		Processor based Frequency	2.0 GHz or Higher
3	Chipset	Chipset	W680 or Equivalent commercial chipset
		Cache Memory (MB)	36 or more
4	Memory	Ram Size (GB)	32
		Type of RAM	DDR5
		RAM expandable Up to	128
		RAM Speed	5600 or Higher
		Max. Number of memory channels	4
		ECC Memory Support	Yes
5	Storage	Primary SSD	1 TB NVMe, M.2 or Above
		Additional SSD	1 TB NVMe, M.2 or Above
6	Connectivity	Ports	2-USB 3.1 Gen 1 Type A, 2-USB 2.0 Gen 1 Type A, HDMI out, VGA, display port and 1 audio line out
		LAN, BT and Wi-Fi	RJ 45 Ethernet 10/100/1000 Mbps, Bluetooth® 5.3 and Wi-Fi 6E AX211 802.11a/b/g/ax 5.3 wireless card with internal antenna
7	Graphics Card	Dedicated	Yes
		Make	Nvidia/AMD or Equivalent
		V RAM	8 GB GDDR6
8	Operating System	Factory Preloaded	Win 11 pro or Latest available (with proper license)
9	Monitor / Display	Display Diagonal Size (Inch)	27"
		Display Resolution & Description	UHD 3840 x 2160
		Refresh rate	60Hz
		Display technology / Panel	IPS
		Display	Non-Touch
		Hight and Tilt adjustment	Yes
10	Warranty	On-site OEM	3 Year

This is to certified that above item is quoted in financial bid with best price.

Place:

Date:

Seal & signature of the Vendor/ Service provider



ENCLOSURE – V

(Format of Integrity Pact)

(To be executed on plain paper at the time of submission of bid and on Non-Judicial Stamp Paper of appropriate value by successful Bidder (Contractor) prior to signing of Contract Agreement)

PRE-CONTRACT INTEGRITY PACT

Between

1. General:

This pre-contract Agreement (hereinafter called the Integrity Pact) is made at NIFT Campus Bengaluru ____ day of the month of ____ between **The National Institute of Fashion Technology (NIFT), at No. 21, 16th Cross, 27th Main Road, Sector – 1, HSR Layout, Bengaluru – 560102** (hereinafter called the “NIFT”, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the **First Part**

and

____ (Name of Company) represented by _____, (Name of authorized person) _____ (Designation) (hereinafter called the “BIDDER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the **Second Part.**

WHEREAS the NIFT proposes to procure under laid down organizational procedures, contract/s for Supply, **installation & Commissioning of 45 No's of Desktop computers** the Bidder/Contractor is willing to offer against GeM Bid No. _____.

WHEREAS the BIDDER is a private company/ public company /LLP/ partnership, constituted in accordance with the relevant law in the matter and the NIFT is the pioneering Institute of Fashion Education in the country under the Ministry of Textiles. Govt of India. It was made a statutory institute in 2006 by an Act of Indian parliament and has 20 full-fledged campuses all across the country.

NOW, THEREFORE,

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

Enabling the NIFT to obtain the desired said services 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 BIDDER 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 NIFT 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:

2 Commitments of NIFT

2.1 The NIFT undertakes that no official of the NIFT, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor 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.

2.2 The NIFT 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.

2.3 All the officials of the NIFT will report to the appropriate Government office any attempted or contemplated breaches of the above commitments as well as any substantial suspicion of such a breach.

2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the NIFT with full and verifiable facts and the same is prima facie found to be correct by the NIFT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NIFT and during such period such officer shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NIFT the proceedings under the contract would not be stalled.

3 Commitments of BIDDERS

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, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the NIFT, connected directly or indirectly with 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, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the NIFT 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 favor 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 BROKERS 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 BIDDERS, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments they have made, committed to or intends to make to officials of the NIFT or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.

3.6 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.

3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the NIFT 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.

3.9 BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11 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 to any of the officers of the NIFT or alternatively, if any relative of the officer of the NIFT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of application. The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

3.12 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 NIFT.

4 Previous Transgressions

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 empanelment process.

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

5 Sanctions for Violations

5.1 Any breach of the aforesaid provision 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 NIFT 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 other BIDDER (s) would continue.



- II. Performance bond shall stand forfeited either fully or partially, as decided by the NIFT and the NIFT shall not be required to assign any reason thereof
- III. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
- IV. To debar the BIDDER from participating in future bidding processes of the NIFT or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the NIFT.
- V. Forfeiture of performance bond in case of decision by the NIFT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.2 The NIFT will be entitled to take all or any of the actions mentioned at para 5.1(I) to (V) 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 BROKER), of an offence as defined under Chapter XIV of the Bharatiya Nyaya Samhita, 2023 or Prevention of Corruption Act, 1988 or any law enacted for prevention of corruption.

5.3 The decision of the NIFT to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

6 Independent External Monitors

6.1 NIFT has appointed 2 IEMs (Independent External Monitors hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

6.2 The Integrity Pact envisages a panel of Independent External Monitors (IEMs) to review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The IEM has the right to access to all the project document.

6.3 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.4 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.

6.5 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

6.6 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the NIFT.

6.7 The NIFT shall 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.

6.8 The BIDDER (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the NIFT 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 transaction documents. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER with confidentiality.



6.9 The Monitor will submit a written report to the designed Authority of the NIFT within 8 to 10 weeks from the date of reference or intimation to him by the NIFT / BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

7 Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact, the NIFT 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 and documents in English and shall extend all possible help for the purpose of such examination.

8 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is at Bengaluru, Karnataka.

9 Other Legal Actions

The action 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.

10 Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and extend up to **3 years** or the complete execution of the contract to the satisfaction of both the NIFT and BIDDER, including warranty period, whichever is later in case BIDDER is unsuccessful, the integrity pact shall expire after six months from the date of signing of the contract.

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

11 The parties hereby sign this Integrity Pact, at Bengaluru on _____.

For & On behalf of the NIFT (Official Seal) Place: Date:	For & On behalf of the Bidder (Official Seal) Place: Date:
Witness 1. _____ 2. _____	Witness 1. _____ 2. _____



Annexure I

NATIONAL INSTITUTE OF FASHION TECHNOLOGY, BENGALURU.

TECHNICAL GENERAL INFORMATION

(To be filled by the Service provider)

Qualification Criteria and Compliance for Bidders (OEM Authorized Dealer) / OEM The Bidders / OEM should meet the following Eligibility Criteria to participate in the Tender and should enclose supporting documents for fulfilling the Eligibility in the Technical Bid. It is the responsibility of the company to satisfy the norms regarding genuineness and validity of the document furnished. Bids which are not accompanied by the required documents will be rejected.

SI No.	Details	Yes	No	If Yes Page No(s).
1	EMD (as indicate in GeM Bid) OR EMD exception details submitted along with (ENCLOSURE – I)			
2	Undertaking & Declaration letter by the service provider (on original stationery) (ENCLOSURE –II)			
3	Affidavit on Non-Blacklisted /Debarred Certificate (Enclosure-III)			
4	Scope of Work and Declaration (Enclosure-IV)			
5	Integrity Pact on plain paper (ENCLOSURE –V)			
6	Signed all the pages of tender documents and enclosed			
7	Copy of Shop and Establishment/ Registration certificate			
8	Copy of PAN Card and GSTIN Registration No.			
9	List of three successfully supplied customer from any institution in India in any last 3 years (2020-21, 2021-2022 & 2022-23). be attached in bid as proof			
10	Copy of Audited Balance Sheets and Profit & Loss Statements for last three years, 2021-2022, 2022-2023, 2023-2024			
11	Catalog /Brochure/Data sheet of intend item along with brand going to supply			
12	Authorization letter from OEM against to the Bid No, with contact person name, contact No, E-mail ID			
13	Bank solvency Certificate >= 10 Lakh (equal to or more than Rupees Ten Lakhs)			
14	(Any other detail Specify)			

Place:

Seal & signature of the Vendor/ Service provider

Date:

Name of the Firm/ company:

Name & contact telephone/ mobile number:



राष्ट्रीय फैशन प्रौद्योगिकी संस्थान, बेंगलूर

(निफ्ट अधिनियम 2006 द्वारा शासित और स्थापित एक वैधानिक निकाय, वस्त्र मंत्रालय, भारत सरकार)

NATIONAL INSTITUTE OF FASHION TECHNOLOGY, BENGALURU

(A statutory body governed by the NIFT Act 2006 and set up by the Ministry of Textiles, Govt. of India)

(Annexure-II)

राष्ट्रीय फैशन प्रौद्योगिकी संस्थान, बेंगलूर

NATIONAL INSTITUTE OF FASHION TECHNOLOGY, BENGALURU

Financial Bid Break up for Desktop Computers and Monitor

Sl No	Item Description	Qty	UoM	Unit Price (Rs.)	Total Price (Rs)	GST % and Amount (Rs.)	Total Unit price (Rs.)
1	Desktop Computers	45	No's				
2	Monitor 27"	45	No's				
			G Total in Rs.				

Note: Bidder Firm has to fill in Gem portal on the New Desktop Computer's rate duly deducting the buyback rate of the old computer system for respective locations and including all taxes and Overall L1 shall be based on net L1 price (i.e. selling price for new systems minus buying price for old systems) for that particular schedule.

Total amounts in words _____

Date: -

Place: -

Seal & signature of the Vendor/ Service provider

निफ्ट, सीए साइट, नंबर 21, 16वां क्रॉस, 27वां मेन रोड, सेक्टर - 1, एचएसआर लेआउट, बेंगलूर -560 102

NIFT, CA Site, No.21, 16th Cross, 27th Main Road, Sector – 1, HSR Layout, Bengaluru –560 102.



(Annexure-III)

राष्ट्रीय फैशन प्रौद्योगिकी संस्थान, बेंगलूर
NATIONAL INSTITUTE OF FASHION TECHNOLOGY, BENGALURU
Buy-back offer for disposal of Old Desktop Computers

1. Model No. ACER DESKTOP E6400
2. Processor- Intel PROCESSOR-Core2DUO)
3. Ram- 2GB
4. Hard Disk External Storage- 160GB
5. Monitor 16 “ TFT

S. No	Device Type	Qty	Purchased On	Working Guidelines (Functional /Non- Functional)
1	Desktop with Monitor	179	29-03-2007	45% of the Desktop are Functioning based on re-configure

Financial Bid Break up for Old Desktop Computers

Sl No	Item Description	Qty	UoM	Unit Price (Rs.)	Total Price (Rs)	GST % and Amount (Rs.)	Total Unit price (Rs.)
1	Desktop with Monitor	179	No's				
			G Total in Rs.				

Note: Bidder Firm has to fill in Gem portal on the New Desktop Computer's rate duly deducting the buyback rate of the old computer system for respective locations and including all taxes and Overall L1 shall be based on net L1 price (i.e. selling price for new systems minus buying price for old systems) for that particular schedule.

Date: -

Place: -

Seal & signature of the Vendor/ Service provider

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