



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3635758  
Dated/दिनांक : 13-07-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-08-2023 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	12-08-2023 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Department Of Economic Affairs
Organisation Name/संगठन का नाम	Security Printing And Minting Corporation Of India Limited (spmci)
Office Name/कार्यालय का नाम	Janpath
Total Quantity/कुल मात्रा	40
Item Category/मद केटेगरी	Windows 11 Professional
BOQ Title/बीओक्यू शीर्षक	Procurement of Windows 11 Professional
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	1 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/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (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
Past Performance/विगत प्रदर्शन	40 %

<b>Bid Details/बिड विवरण</b>	
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Single Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	7 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।</b>	Yes

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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**Splitting/विभाजन**

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

**MII Purchase Preference/एमआईआई खरीद वरीयता**

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

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

offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

5. 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 .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 40% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

## Windows 11 Professional

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

### Technical Specifications/तकनीकी विशिष्टियाँ

[Specification Document](#)

[View File](#)

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Jenar Kumar Sinha	700053,India Govt Mint, Alipore Kolkata , West Bengal	40	28

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

**1. Generic**

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

**2. 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.

**3. 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 %.

**4. 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:

- The Seller fails to comply with any material term of the Contract.
- 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.
- 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.
- The Seller becomes bankrupt or goes into liquidation.
- The Seller makes a general assignment for the benefit of creditors.
- A receiver is appointed for any substantial property owned by the Seller.
- The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the

Purchase Order on the Seller.

## 5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

### **1. Eligible Goods and Services (Origin of Goods & Services):**

(i) All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations. (ii) The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

**2. Special Condition:** Supplier should file the returns pertaining to TCS (Section 206C (1H) for TCS collected, in the time and provide the TCS certificate to India Government Mint, Kolkata. In case of any Credit loss to IGMK by way of their failure to file Returns and provide TCS certificate in time, India Government Mint, Kolkata reserves the right to recover the amount equivalent to TCS paid along with applicable interest from the payment of further supplies.

### **3. GST Return:**

Supplier should file the GST return for outward supplies in time. In case of any loss to India Government Mint, Kolkata by way of their failure to file GST Returns in time India Government Mint, Kolkata reserves the right to withhold the payment of further supplies till production of evidence. Any liability which will occur on account of non-compliance of e-way bill, GST provision or any other applicable law will be borne by supplier.

### **4. Delivery Period:**

Items to be delivered within 4 (Four) weeks from the date of issue of India Government Mint, Kolkata contract.

**5. Warranty:** This warranty shall remain valid for **Five years** after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by India Govt. Mint, Kolkata in terms of the contract. The supplier warrants that the goods supplied under the contract is new, unused, and incorporate all recent improvements in design and materials unless prescribed otherwise by India Govt. Mint, Kolkata in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India. The details of warranty clause is as per GCC clause no.16.

### **6. Terms and Mode of payments:**

- (i) 100% payment on receipt and acceptance of goods & services by the user section and on production of all required documents by the supplier.
- (ii) The supplier has to provide GeM invoice during submission of bill for payment.

### **7. Quantum of LD:**

If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, India Govt. Mint, Kolkata shall, without prejudice to other rights and remedies available to India Govt. Mint, Kolkata under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% of the delivered price of the delayed goods and/ or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% of the delayed goods' or services' contract price(s).

### **8. Resolution of Disputes:**

If dispute or difference of any kind shall arise between India Government Mint, Kolkata and the supplier in connection with or relating the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve the same amicably the mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within 21 days of its occurrence, then, unless otherwise provided in the SCC, either India Government Mint, Kolkata or the supplier may seek recourse to settlement of disputes through arbitration act 33.2. Disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within Kolkata only.

#### **9. Packing:**

Items should be suitably packed. The packing should be weather proof and should be made water proof to prevent damage during transit. The supplier will also be responsible for unloading and stacking at Mint Store as per instruction of competent authority.

#### **10. Transportation of Domestic Goods:**

To be borne by the supplier.

#### **11. Insurance:**

The supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and deliver as per bear by firm.

#### **12. MSME & Make in India Status:**

In case any bidder is submitting their bid as MSME and/or MII, the firm must be registered as a MSME & MII in GeM portal and Self-declaration along with documentary evidence in this regard must be submitted declaring that their MSME & MII status is updated in GeM portal also. In further evaluation stage if it is found that the firm is not registered as MSME and/or MII in GeM, but MSME certificate and/or MII declaration is submitted along with the bid, no exemption will be given and their offer may be rejected.

**13.** Participating Bidder must submit sealed and signed copy of entire GeM bid document including the technical specification. Also the participating bidder must submit sealed & signed **Annexure I, Annexure II** under Technical Specification in their letter head.

#### **14. Disclaimer :**

The issue of this Bid Document does not imply that the Purchaser is bound to select Bidder(s) and the Purchaser reserves the right to reject all or any of the Bidders or Bids or to decide to drop the procurement process at any stage without assigning any reason.

#### **15. Price Preference for MSE:**

MSE quoting price within price band L1 + 15% may be awarded 25% of the total tendered value provided they agree to match the L1 price. In case of more than one such eligible MSE, 25% quantity is to be distributed proportionately among these bidders. Within this, a purchase preference of 4% is reserved for MSEs owned by SC/ ST entrepreneurs' and 3% is reserved for procurement from MSEs owned by women (if they participate in the tender process and match the L1 price, considering spirit of policy for enhancing the Govt. procurement from MSE).

#### **16. Terms and Conditions:**

Guidelines of SPMCIL Procurement Manual Version 2.0 will be applicable to this bid at any stage to avoid any conflict at later stage. Kindly refer GIT and GCC of SPMCIL Procurement Manual Version 2.0 for addition

al terms and conditions as per the links given below:

General Instruction to Tenderer (GIT): <https://spmCIL.com/uploaddocument/GIT/new.pdf>

General Conditions of Contract (GCC): <https://spmCIL.com/uploaddocument/GCC/new.pdf>

**17. Risk Purchase Clause:**

(a) If the supplier after submission of tender and due acceptance of the same, i.e. after notification of award of contract fails to abide by the terms and conditions of these tender documents, or fails to supply the deliverables as per delivery schedule given or at any time repudiates the contract, the purchaser shall have the right to: (i) Invoke the Security-cum-Performance Guarantee if deposited by the supplier and procure stores from other agencies at the risk and consequence of the supplier. The cost difference between the alternative arrangement and supplier tendered value will be recovered from the supplier. (b) Supplier has to abide by all the terms and conditions of tender. (c) In case of procurement through alternative sources and if procurement price is lower, no benefit on this account will be passed on to the supplier.

**18.** The total cost inclusive of all elements as cited above on FOR India Govt. Mint, Kolkata (W.B) basis should be indicated clearly both in words and figures in the price bid.

**19. Quality Control Requirements:**

Quality of all service: Free from all technical defects, in compliance with our Technical Specification i) Goods/service supplied not in conformity with tender specification will be treated as goods/service not supplied at all and supplier shall take supplied material not conforming to order specification back within 15 days. Goods/service shall be delivered by the supplier in accordance with the terms and conditions specified in the contract failing which expenses of keeping goods at purchaser's premises may be levied on supplier. ii) Delivery date will be calculated from the date goods/services are received in acceptable quality in accordance with technical specification.

**20.** Purchaser reserves the right to reject all or any of the Bidders or Bids or to decide to drop the procurement process at any stage without assigning any reason.

**Note:**

All the copies of the tender shall be duly signed at the appropriate places as indicated in the bid documents and all other pages of the bid including printed literature, if any shall be initialled by the same person(s) signing the bid document. The bid document shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

**\*FOR ANY OTHER QUERIES, FIRMS MAY CONTACT IN THE BELOW DETAILS:**

Ph. No. 033 - 2401 4132,33,34,35, (Extension 336/ 319/ 326);

Email: [purchase.igmk@spmCIL.com](mailto:purchase.igmk@spmCIL.com)

**Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses

on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**



## **Technical Specification:**

Windows 11 Professional

1. Software Domain/ Type: Proprietary item
2. Deployment/Installation of Operating System on: Work-Station Operating System
3. Types of Licence: Perpetual
4. Licencing option: Per Machine
5. The product have support from OEM for: Unlimited updation for Patches and Bug fixes within support period
6. Number of Years upto which support is available from OEM for Updation (Patches and Bug fixes): minimum 5 years
7. Number of Bits supported by OS: 32, 64
8. Operating System Software Features: Real-time Operating System
9. Name of Software: Windows 11 professional
10. Name of the OEM: Microsoft

**GeM Bid Document No. : .....dated. ....  
(To be submitted on the letter head of the bidder)**

**DECLARATION**

We do hereby declare that,

1. We have not been blacklisted/ debarred by BNPMIPL/BRBNMPL/SPMCIL or any Govt. Departments for participation in tenders. The information provided above is correct and true to the best of my knowledge and belief.
2. We do hereby declare that we have read and understood all terms and conditions of tender document including Technical Specification, Quality Control Criteria and confirm to abide to those conditions without any counter conditions.
3. "We are accepting all the terms and conditions of the tender document without any deviation and withdraw all deviations if any"

Signature .....

Name .....

Designation .....

Date .....

Stamp of the Organization .....

**CHECK LIST**

**Before Submission of Tender following points to be confirmed/complied by the participating bidder to avoid rejection of bid. Hence check every point & tick ( ✓ ) before final submission**

<b>Sl. No.</b>	<b>Tender Submission Check Points</b> (To be complied by bidder before submission of Bid)	<b>Check before submission Tick (✓)</b>
1	Tender Document Duly Seal & Signed on every page	
2	Term of Delivery : FOR, India Govt. Mint, Kolkata	
3	Tender Validity 90 days as per the tender	
4	Technical Specification - as per tender	
5	Submitted the documents as per Qualification / Eligibility criteria (i) Proof of Experience (ii) Proof of Capability (iii) Financial Data	
6	Delivery Period : Acceptance of delivery period as per SCC of tender document	
7	Documentary evidence towards PAN & GST Registration Certificate	
8	Sealed & Signed Declaration (Annexure – I attached with tender document)	
9	Proof of EMD(scanned copy) as applicable or any exemption certificate	
10	The firms participating as MSE/NSIC/DIC/Start-up India Campaign, needs to enclosed certificates containing validity	
11	Copy of valid Drug and Trade License	
12	Category of MSME Firms	
	SC	
	ST	
	GEN	
13	Owner of Company	
	Male	
	Female	
14	Documentary/undertaking against Make in India Status i.e. being a Class I/ Class II supplier with details of percentage	
15	All supporting documents submitted along with bid to be sealed and signed by Authorized signatory of the firm	
16	Price Bid (Price including all taxes & other charges), upload copy of the Price Schedule as per Section XI of tender document in Price Cover	