



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5450812  
Dated/दिनांक : 08-10-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-10-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	29-10-2024 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	25
Item Category/मद केटेगरी	Office Suite Software (V2) (Q2) ( PAC Only )
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	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Single Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days

**Bid Details/बिड विवरण**

<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>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

**EMD Detail/ईएमडी विवरण**

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

Required/आवश्यकता	No
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**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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**Details of the Competent Authority for MII**

Name of Competent Authority	As per PM dated 01.09.2021
Designation of Competent Authority	As per Office Memorandum
Office / Department / Division of Competent Authority	As per Office Memorandum
CA Approval Number	As per Office Memorandum
Competent Authority Approval Date	25-09-2024
Brief Description of the Approval Granted by Competent Authority	As per OM, procurement of components for existing equipments on nomination basis from OEMs

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

**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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**Details of the Competent Authority approval for PAC**

Competent Authority Approval document for PAC : [View Document](#)

Name of Competent Authority	General Manager (TO)
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Designation of Competent Authority	General Manager (TO) & HoD
Office / Department / Division of Competent Authority	India Government Mint, Kolkata
CA Approval Number	Note#124
Competent Authority Approval Date	2024-09-25 00:00:00
Brief Description of the Approval Granted by Competent Authority	Administrative approval for Procurement of MS Office on PAC basis

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. 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.
4. 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.

### Office Suite Software (V2) ( 25 pieces ) ( Under PAC )

Make	microsoft
Model	officeprofessionalplus2021slngltsc

### Technical Specifications/तकनीकी विशिष्टियाँ

[\\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
BASIC INFORMATION	<b>Product Type</b>	Proprietary Suites
	<b>Offered Product are</b>	2. Government Edition
SCOPE OF LICENCE	<b>"Types of Licence (Hint : Select 'NA' if not applicable)"</b>	1.Perpetual
	<b>Licencing option</b>	4.Device based
OFFICE SUITE	<b>Proprietary Suite</b>	1. Microsoft Office
	<b>"Open Source Suite (Hint:- Vendor can offer support service to open source suite on subscription basis)"</b>	6. Not Applicable
	<b>Components of Office Suite covered in the offered product</b>	1. Word Processor, 2. Spreadsheet, 3. Presentation, 4. FILE CONVERSION, 5.GRAPHICS, 6. COLLABORATION TOOL
	<b>Operating Systems Supported by the offered product</b>	1. Windows, 3. Mac
	<b>The offered product have support from OEM for</b>	2. Upgradation of version within support period .
	<b>Number of Years upto which support is available from OEM/Seller for Updation (Patches and Bug fixes) within support period</b>	5
	<b>Number of Years upto which support is available from OEM/Seller for Upgradation of version within support period</b>	NA
	<b>No of days Training Provided at Site</b>	0
Word Processor	<b>Word Processor FEATURES</b>	1. Word, 2.Themes, 3. File Annotation, 4.Built in Spell Checker/ Grammer & Style, 5. Dictionary/ Theasaurus, 6. Utilities for manupulating and editing text
Spreadsheet	<b>Spreadsheet FEATURES</b>	1. Excel, 2. Database, 3.Open XML File Format, 4. XML File Filter Tool, 5.Queries, 6.Advance data manipulation, 7.Formula Calculation Function, 8.Pivot Table/ Tables
Presentation	<b>PPT FEATURES</b>	1. Presentation Tool, 2.Slide Transitions, 3.Themes, 4.Power View
FILE CONVERSION	<b>PDF Editor &amp; Convertor Features</b>	1. Word to PDF,, 2. PDF to word,, 3. Excel to PDF,, 4. PDF to Excel,, 5.Scanned Images editing supported., 6.PDF Split & Extract facility, 7. Search words within PDF file
GRAPHICS	<b>GRAPHICS FEATURES</b>	1. GRAPHIC TOOL, 2. Drawings and Diagrams, 3.Path editing tool, 4. Raster Graphics Editor, 5. Vector Graphics Editor

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
COLLABORATION TOOL	<b>COLLABORATION TOOL FEATURES</b>	1. Schedule meetings & Events, 2. Relationships, 3.Cached Exchange Mode Sync, 4.Slider, 5.Exchange Server Support, 6.Outlook Social Connector, 7.People Pane, 8.PRF Files, 9.Video/ Audio Conferencing, 10.Real time Document Co- Authoring, 11.Collaboration over Same Platform Suite
GENERIC	<b>GENERIC FEATURES 1</b>	1. Accessibility, 2. Support for many native languages, 3. 3rd Party Add -ons, 4.ActiveX Control, 5.Writing Support, 6.Gradient and pattern tools, 7.Files and Printing, 8. Editing and Formatting, 9.Language Tools, 10. Flexi Licence policy, 11.Forms, 12. Reports, 13.Billing, 14.Inbuilt security for documents
	<b>GENERIC FEATURES 2</b>	15.Compatability with SQL/ MySQL Integration, 16. Templates, 17. Visual Basic Language, 18.Equation Editor, 19.Version Information, 20. Web Apps, 21. Azure Marketplace Connector, 22.Auto Discover, 23. Live Preview, 24.Research Button, 25. Bug report, 26. Notetaking software, 27. Email client, 28. HTML Editor, 29. Online Editing
	<b>Cloud storage support for</b>	4. NA
SUPPORTED HARDWARE REQUIREMENTS AT USEREND	<b>Processor Supported in Bits</b>	32, 64
GENERIC PARAMETERS	Valid Licence copy to be provided	YES
	Software supplied through	URL Link

**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	Rakesh Sharma	700053,India Govt Mint, Alipore Kolkata , West Bengal	25	30

**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. **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.

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

Buyer Added text based ATC clauses

### **1. Technical Specifications:**

- Software Description: MS Office Professional Plus 2021 SLNg LTSC
- Quantity: 25 Nos.
- Name of the OEM: Microsoft
- Product Type: Proprietary Suites – Government Edition
- Type of Licence: Perpetual
- Proprietary Suite: Microsoft Office
- Licencing Option: Device Based
- OEM Model / Part No: 79P-05855
- Product ID of OEM: 79P-05855
- Components of Office Suite covered in the product: i. Word Processor, ii. Spreadsheet, iii. Presentation, iv. FILE CONVERSION, v. GRAPHICS, vi. COLLABORATION TOOL.
- The offered product has support from OEM for: Upgradation of version within support period.
- Number of Years up to which support is available from OEM/Seller for Updation (Patches and Bug fixes) within support period: 5
- Word Processor FEATURES: i. Word, ii. Themes, iii. File Annotation, iv. Built in Spell Checker/ Grammar & Style, v. Dictionary/ Thesaurus, vi. Utilities for manipulating and editing.
- Spreadsheet FEATURES: i. Excel, ii. Open XML File Format, iii. Queries, iv. Formula Calculation Function, v. Pivot Table/ Tables.
- PPT FEATURES: i. Presentation Tool, ii. Slide Transitions, iii. Themes, iv. Power View.
- PDF Editor & Convertor Features: i. Word to PDF, ii. Excel to PDF.
- GRAPHICS FEATURES: i. GRAPHIC TOOL, ii. Drawings and Diagrams, iii. Path editing tool, iv. Raster Graphics Editor, v. Vector Graphics Editor.
- COLLABORATION TOOL FEATURE: i. Schedule meetings & Events, ii. Relationships, iii. Cached Exchange Mode Sync, iv. Slider, v. Exchange Server Support, vi. Outlook Social Connector, vii. People Pane, viii. PRF Files, ix. Video/ Audio Conferencing, x. Real time Document Co-authoring, xi. Collaboration over Same Plat

form Suite.

- Processor Supported in Bits: 32,64
- Vendor has to provide an Authentic and Valid Licence separately for each product (MS Office Professional Plus 2021 SLng LTSC).
- **Only OEM (M/s Microsoft Corporation) or authorized dealer/partner of OEM M/s Microsoft Corporation can participate in the bid. The bidder must submit the proof of OEM or authorized partner/dealer certificate.**
- **Bidder has to provide the MS Office Professional Plus 2021 SLng LTSC as per above specification only irrespective of GeM category specification mentioned in this bid.**

## **2. Terms and Conditions:**

Guidelines of SPMCIL Procurement Manual Version 3.0 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 3.0 for additional terms and conditions as per the links given below:

General Instruction to Tenderer (GIT): <https://igmkolkata.spmcil.com/wp-content/uploads/2024/05/GIT-NEW.pdf>

General Conditions of Contract (GCC): <https://igmkolkata.spmcil.com/wp-content/uploads/2024/05/GCC-NEW.pdf>

## **3. Delivery Period:**

- a) The bidder is required to deliver the item within 30 days from the date of issue of Contract.
- b) The bidder is responsible for delivering the material and duly unloading the same at the General Store of India Government Mint, Kolkata after taking necessary security clearance from CISF at the main gate of India Government Mint, Kolkata by showing the driving licence, vehicle registration etc. and necessary documents like invoice, delivery challan, copy of Purchase Order, e-way bill, bank details in company letter head duly sealed & signed etc. are to be handed over to Store- in- charge.

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

100% on receipt and acceptance of goods at destination by the user section of India Government Mint, Kolkata and on production of all required documents by the supplier each time. (Acceptance means goods supplied in proper condition at India Govt. Mint, Kolkata as well as meeting other terms and conditions of Purchase order.)

## **5. Replacement:**

If the items delivered are rejected for any reasons, the firm has to lift & replace the same at their cost and risk.

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

To be borne by the supplier duly unloaded at the General store of India Govt. Mint, Kolkata.

## **7. Packing:**

Materials 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 India Government Mint, Kolkata Store as per instruction of competent authority.

## **8. Insurance:**

The supplier shall make arrangements for insuring the goods and services against loss or damage, incidental to manufacture or acquisition, transportation, storage and delivery. The Supplier shall be responsible till the entire goods contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the supplier by getting the goods duly insured. The insurance cover shall be obtained by the supplier in its own name not in the name of India Government Mint, Kolkata or its consignee. For

details please refer to clause 12 of General Conditions of Contract (GCC).

#### **9. 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).

**10.** The total cost inclusive of all 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.

**11.** Documentary evidence to be submitted towards PAN & GST Registration Certificate.

**12.** 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 in their letter head & checklist attached under Technical Specification.

**13.** All the supporting documents submitted along with this bid should be signed and sealed by the authorized signatory of the firm mandatorily. 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.

**14.** The supplier has to provide GeM invoice during submission of bill for payment.

#### **15. Price Schedule:**

While quoting the price through GeM portal, the detailed price breakup along with GST percentage must be mentioned and attached as pdf in the document attachment option of price bid mandatorily. Do not upload financial documents related to financial standings like audited balance sheets in the document attachment field of price bid, attach only the detailed price breakup of the quotation as mentioned above. Detailed price breakup of the quotation must be in the format as attached in the end of this bid document.

#### **16. MSME Status:**

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

#### **17. 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).

#### **18. 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 service are arranged.

#### **19. 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 IGMK. 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.

#### **20. 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 occurred on account of non-compliance of e-way bill, GST provision or any other applicable law will be borne by supplier.

## **21. Consignee:**

General Manager & HOD, India Government Mint, Alipore, Kolkata, West Bengal, Pin - 700053.

## **On the consignment please mention the following details:**

**Order No :**                      **Packing No :**                      **Net Weight :**                      **Gross Weight :**

## **22. 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 their dispute or difference by such mutual consultation within 21 days of its occurrence, then, depending on the position of the case, either the purchaser or the supplier shall give notice to the other party of its intention to commence arbitration. When the contract is with domestic supplier, the applicable arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 and 2021. Mode of settlement of such contractual disputes/ differences shall be through Arbitration, to the India International Arbitration Centre.

## **23. 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.

## **24. Quality Control Requirements:**

Quality of Defender Prime Safe: Free from all technical defects, in compliance with our Technical Specification

i) Defender Prime Safe /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.

## **25. Anti-Bribery Management System (ABMS):**

By participating in this tender, the suppliers/Vendors/ Contractors are deemed to have undertaken that they shall not give or take, any financial or non-financial bribe, to or from anyone during the tender or during the execution of the contract thereafter and if they notice any such incident happening, they shall report it to Vigilance.

**26.** All safety and security of the workmen is the sole responsibility of the awarded firm itself and in case of any unwanted incidents India Government Mint, Kolkata authorities would not be liable under any circumstances.

## **27. 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.

**28. The bidder has to submit documents as per following Check list as given below along with the Technical bid documents without fail:**

1	Entire Tender Document Duly Sealed & Signed on every page including technical specifications as an acceptance of all terms & conditions of the tender
2	Documentary evidence of OEM or authorized partner/dealer certificate.
3	Documentary evidence towards PAN & GST Registration Certificate
4	Sealed & Signed Declaration (Annexure -I attached in technical specification)

**\*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)**

**4. 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.

[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---**

**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 Buyer added ATC and confirm to abide to those conditions without any counter conditions.
3. "We are accepting all the terms and conditions of this GeM Tender document unconditionally without any deviations"
4. We do accept all the terms and conditions of GIT & GCC link given in buyer added bid specific ATC without any deviation.

Signature .....

Name .....

Designation .....

Date .....

Stamp of the Organization .....

### **IMPORTANT**

Before submission of Tender, please fill up & submit the following points in your company letter head duly sealed & signed.

We have submitted following documents:

1. Entire GeM Bid document duly sealed & signed every page (including Annexure I & documents as per Annexure II duly filled sealed and signed).
2. Documentary evidence of OEM or authorized partner/dealer certificate.
3. Documentary evidence towards PAN & GST Registration Certificate duly sealed and signed.
4. The firms participating as MSE/NSIC/DIC/Start-up India Campaign, needs to enclose certificates containing validity.
5. If participating as MSME, then please mention Category of MSME Firm: SC/ST/GEN. Owner of the company Male/Female.

**Note:**

**The above document must be enclosed otherwise tender will be rejected.**