

Bid Corrigendum

GEM/2024/B/5463956-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. 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. Buyer Added text based ATC clauses

A) TECHNICAL SPECIFICATION :

01. MS Office LTSC suit

Supply, Installation and Commissioning of MS Office PRO PLUS SNGL LTSC Suit License.

B) TERMS AND CONDITIONS:

1. Bidder should be Install MS Office PRO PLUS SNGL LTSC Suit or higher in all the 250 desktop and product activated indicator should be visible for all the Microsoft office account i.e. Word, Excel, Outlook, Power Point etc. in all the 250 number of desktop.
2. The valid seal & signed Authorization Letter from Microsoft must be attached at the time of tender submission.
3. MS Office PRO PLUS SNGL LTSC Suit or higher software must contain Word, Excel, Outlook and Power Point. The declaration of the same should be submitted at the time of tender submission.
4. The Supplier should be authorized dealer/distributor from Microsoft.
5. Malicious Code certificates duly signed by OEM must be submitted by bidders.
6. Bidder has to provide Genuine MS Office PRO PLUS SNGL LTSC Suit or higher and its license keys of product from OEM with Word, Excel, Outlook and Power Point & Bidders should submit declaration regarding Genuine MS Office PRO PLUS SNGL LTSC Suit on OEM letter head.
7. Service center List must be submitted by bidder on OEM letter head.
8. Escalation Matrix Should provide with contact number and email address & Bidder should be submitted Escalation Matrix on OEM Letter head
9. Bidders should submit lifetime validity certificate of product on OEM letter head.
10. The Software should be MS Office PRO PLUS SNGL LTSC Suit or higher with life time Validity, Perpetual and individual and it should contain Word, Excel, Outlook and Power Point.
11. It should be supported 32 and 64-bit system Window 10/11 pro Operating system.

12. The provided License key's and product keys of MS Office PRO PLUS SNGL LTSC Suit should be validated online on Microsoft Official Website.

13. Supplier has to provide minimum 250 numbers of individual CD/DVD with license keys of MS Office PRO PLUS SNGL LTSC Suit higher or one Online link for downloading the software with license keys and product keys.

C) Delivery Period : The firm Supply, Installation and Commissioning of MS Office PRO PLUS SNGL LTSC Suit License within 30 days after placement of GeM Contract.

D) Payment Terms : 100% after successfully supply, installation & commissioning of MS Office PRO PLUS SNGL LTSC Suit Software with Word, Excel, Outlook and Power Point including supply of all the deliverables (Signed Copy) as per GeM Contract i.e. DVD's, Product Key's & Valid license keys and support escalation etc.

E) Warranty : The supplied of material warranty shall be 03 months from the date of acceptance.

F) Minimum Qualification & Eligibility Criteria:

The following shall be the minimum eligibility criteria for selection of bidders :

1. Experience and past performance:

The bidder (manufacturer or principal or authorized representative-hereinafter referred simply as "The bidder") should have supplied 100 Nos similar or higher specification of MS Office PRO PLUS SNGL LTSC Suit License in any one year of the last five years ending on 31.03.2024.

2. Capacity and Capability:

The bidder must have an annual capacity to supply 100 Nos similar or higher specification of MS Office PRO PLUS SNGL LTSC Suit License.

Note: All experience, past performance and capacity/ capability related data should be certified by the authorized signatory of the bidder firm.

3. Financial Standing:

- (a) Average Annual turnover of the bidder firm should be more than Rs.39,62,100/- during last three years i.e. 2021-2022, 2022-2023 and 2023-2024.
- (b) The net worth of the firm should not be negative in FY 2023-2024 and should not have eroded by more than 30% in the last three financial years i.e. 2021-2022, 2022-2023 and 2023-2024.

Note: Firms should submit CA certified balance sheets for the last three FY (2021-2022, 2022-2023 and 2023-2024) to fulfill Financial Standing points a & b.

4. The Bidder shall submit offered product catalogue with technical bid.

5. The bidder should give undertaking/declaration that they have read and understood all the terms (with technical specification compliance statement) & conditions of tender documents and submitting unconditional acceptance to all terms & conditions.

6. The bidder should submit valid seal & signed Authorization letter from Microsoft.

7. Please Click the link for further details and submit the acceptance of GIT and GCC as per the links:

<https://www.spmcil.com/spmcil/UploadDocument/GIT.pdf>

<https://www.spmcil.com/spmcil/UploadDocument/GCC.pdf>

BIDDER'S CHECK LIST BEFORE TENDER SUBMISSION

Sr. No.	Tender Submission Check Points	Check before submission Tick (✓)
1	Documentary Evidence (Earnest Money Deposit)	
2	Documentary Evidence - Experience & Past Performance	
3	Documentary Evidence - Capacity & Capability	
4	CA certified Financial Documents for FY 2021-2022, 2022-2023 and 2023-2024.	
5	Declaration of Unconditional Acceptance	
6	Acceptance of GIT & GCC	
7	Offered Product Catalogue	
8	Manufacture Authorization Certificate	

3. Bidders can also submit the EMD with Account Payee Demand Draft in favour of CURRENCY NOTE PRESS, A UNIT OF SPMCIL payable at NASHIK

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.

4. Bidders can also submit the EMD with Banker's Cheque in favour of CURRENCY NOTE PRESS, A UNIT OF SPMCIL payable at NASHIK

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

5. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name CURRENCY NOTE PRESS, A UNIT OF SPMCIL Account No.

201003551111
IFSC Code
INDB0001451
Bank Name
INDUSIND BANK
Branch address
ASHOKA MARG, NASHIK

. 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.

6. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of CURRENCY NOTE PRESS, A UNIT OF SPMCIL payable at NASHIK.
. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
7. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of CURRENCY NOTE PRESS, A UNIT OF SPMCIL, NASHIK A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.
8. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name CURRENCY NOTE PRESS, A UNIT OF SPMCIL
Account No.
201003551111
IFSC Code
INDB0001451
Bank Name
INDUSIND BANK
Branch address
ASHOKA MARG, NASHIK
. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.
9. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address
CURRENCY NOTE PRESS
JAIL ROAD
NASHIK ROAD
NASHIK
101
10. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
11. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
12. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
13. 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.
14. 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.

15. **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
16. 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.
17. 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.
18. Warranty period of the supplied products shall be as given in specifications 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.
19. Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)

9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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 document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)