

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-03-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-03-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	West Bengal
विभाग का नाम/Department Name	Women And Child Development And Social Welfare Department West Bengal
संगठन का नाम/Organisation Name	Wcdsw Secretariat
कार्यालय का नाम/Office Name	Bikash Bhawan Saltlake Kolkata 700091
कुल मात्रा/Total Quantity	3
वस्तु श्रेणी /Item Category	Multifunction Printer (Print, Scan, Copy) (Q2)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	4 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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) *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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	70 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य / Estimated Bid Value	98500.5
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
-------------------	----

#### ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
-------------------	----

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

**एमआईआई खरीद वरीयता/MII Purchase Preference**

एमआईआई खरीद वरीयता/MII Purchase Preference	No
--	----

**एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

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

2. 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.

3. Purchase preference to Micro and Small Enterprises (MSEs) from the State of Bid Inviting Authority : Purchase preference will be given to MSEs as Micro and Small Enterprises from the State of Bid inviting Authority. 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% 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 percentage of 100 % of total quantity as defined/ decided in relevant policy.

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.

5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 70% 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.

6. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1

will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

### Multifunction Printer (Print, Scan, Copy) ( 3 pieces )

Bis Required	Yes
--------------	-----

#### तकनीकी विशिष्टियाँ /Technical Specifications

\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Generic	<b>Description of Stores</b>	Multifunction Machine Printer with Minimum 1 Year On Site Warranty, including Cartridge and Power Cord/Adapter
	<b>Print Technology</b>	Laser
	<b>Type of Printing</b>	Monochrome (Black), Colour Or higher
	Operating System Compatibility	Windows 10 and Above, Linux, Mac OS, Windows Server
Printing	<b>Print Paper Size</b>	A4 and Legal
	<b>Minimum Print Speed per Minute as per ISO/IEC 24734 in A4 Size-Monochrome (Black) (in PPM)</b>	26 to 30, 31 to 35, 36 to 40, 41 to 45, 46 to 50, 51 to 55, 56 to 60, 61 to 65, 66 to 70, 71 to 80, 81 to 90, 91 to 100, 101 to 120, 121 to 140, 141 to 160, 161 to 180 Or higher
	<b>Minimum Print Speed per Minute as per ISO/IEC 24734 in A4 Size-Colour (in PPM)</b>	Not Applicable, 1 to 5, 6 to 10, 11 to 15, 16 to 20, 21 to 25, 26 to 30, 31 to 35, 36 to 40, 41 to 45, 46 to 50, 51 to 55, 56 to 60, 61 to 65, 66 to 70, 71 to 80, 81 to 90, 91 to 100, 101 to 120, 121 to 140, 141 to 160, 161 to 180 Or higher
	<b>Minimum Speed per Minute as per ISO/IEC 24734 in A3 Size-Mono (in PPM)</b>	Not Applicable Or higher
	<b>Minimum Speed per Minute as per ISO/IEC 24734 in A3 Size-Color (in PPM)</b>	Not Applicable Or higher
	<b>Auto Duplexing Printing/Coping (2-sided Feature)</b>	Yes Or higher
PAPER HANDLING	<b>Original Document Feeder Type (For Scanning and Copying)</b>	Automatic Document Feeders (ADF), Reverse/Duplex Automatic Document Feeders (RADF/DADF), Single-Pass Document Feeders (SPDF) Or higher
	Feeder Capacity (Number of Sheets) (For Scanning and Copying)	31 to 40, 41 to 50, 51 to 100, 101 to 150, 151 to 200, 201 to 250, 251 to 300, 301 to 350, 351 to 400 Or higher
	<b>Number of Main Paper Tray</b>	1

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Connectivity	Connectivity	USB Port, Ethernet Port, Wi-Fi

#### Additional Specification Parameters - Multifunction Printer (Print, Scan, Copy) ( 3 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
Printer	Equivalent to or higher specifications as per M233sdw MFP Printer, Warranty 3 Years. We have requested for equivalent or higher specifications of Printers using a model number as a base, only. It is categorically clarified that we have not requested for any specific brand or model of Printer. Accordingly, all prospective bidders are requested to participate in the bid process as per the time schedule.

\* Bidders offering must also comply with the additional specification parameters mentioned above.

#### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Kaushik Sarkar	700091,10th Floor, North Block, Bikash Bhawan, Saltlake City , Kolkata	3	15

#### Special terms and conditions-Version:4 effective from 31-01-2025 for category Multifunction Printer (Print, Scan, Copy)

1.

For Buyers		
1	Product Verification	The buyer/consignee shall verify the complete product details, including configuration, through the OEM website. The buyer/consignee should be able to perform these verifications without needing to create an account on the OEM website.
2	Warranty	<ol style="list-style-type: none"> <li>The buyer may ensure that as soon as supplies are received, a request for a warranty certificate is made, along with logging into the OEM website/call centre to verify the certificate.</li> <li>The product in GeM marketplace (Direct Purchase &amp; L1 purchase) comes with a minimum standard on site warranty of one year. In case the seller has standard warranty more than one year, the same may be mentioned in the catalogue (including in the model name) and in such case higher warranty offered shall prevail/supersede the minimum one year warranty.</li> <li>Buyer shall verify the actual number of prints completed by the Multifunction Machine Printer at the time of delivery (to ensure that the product has not been in use prior to delivery to the buyer) and may be verified using the Multifunction printer's built-in print counter or an equivalent tracking system as available with OEMs.</li> <li>Buyer may please note that warranty does not cover any consumables i.e. Cartridges/Toner/Ink/Developer and such consumables.</li> </ol>
For Sellers		

3	OEM Website Link/Part No for product verification	The OEM shall provide the OEM website link to the buyer at the time of delivery. The offered model details/configuration should be available on the OEM's website. A device serial number must also be provided at the time of supply, which must also be mentioned on the product supplied. The buyer/consignee must be able to verify the complete product details, including configuration, through the provided OEM website link.
4	Warranty	<ol style="list-style-type: none"> <li>1. The seller shall furnish a valid warranty Certificate/Tag in physical or digital format from the OEM to the purchaser, guaranteeing the product's coverage under the specified warranty terms. The warranty certificate should be verifiable through the OEM website/customer care centre.</li> <li>2. The warranty period will be valid for the specified number of years or until the printer reaches the OEM-defined Minimum Number of Prints within the Warranty Period, whichever is earlier, i.e. once the printer meets either the Minimum Number of Prints within the Warranty Period or the time duration specified, the warranty coverage will end.</li> <li>3. The actual number of prints completed by the printer during the warranty period may be verified using the printer's built-in print counter or an equivalent tracking system.</li> </ol>
5	Compliance of extended producer's responsibility	With effect from 1st April 2023, as per the E-waste rules 2022, EPR registration is mandatory for manufacturing entities. Therefore, all OEMs shall hold valid EPR registration, and the registration number should be reflected in the catalogue parameter. OEMs shall ensure compliance with all responsibilities as per EPR registration applicable from time to time.

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

### 1. **Generic**

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

### 2. **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 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.

### 4. **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 %.

### 5. **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.

6. **Generic**

IT equipment shall be IPv6 ready from day one.

7. **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.

8. **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.

9. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

10. **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.

11. **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.

12. **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

**13. 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.

**14. Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

**15. 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.

**16. Certificates**

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

**17. 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.

**18. 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.

**19. 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.

**20. Service & Support**

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

**21. Service & Support**

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

**22. 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.

## 23. Warranty

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with 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.

## 24. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### **Buyer Added Bid Specific Terms and Conditions:**

1. Please upload the following documents:
  - i. Bid specific authorization by OEM's signatory with name, signature, contact number and email address in the OEM's Letter Head.
  - ii. OEM's declaration for technical specification compliance with reference to the bid and that no refurbished and unsupported components will be used in the offered item.
  - iii. Document in support of OEM's minimum annual turnover for any one of the financial years: 2022-23 or 2023-24 or 2024-25. If the OEM is less than 3 years old, the average turnover of completed financial years after the date of its constitution shall be taken into account for this criteria.
  - iv. BIS licence or ISO certificate of seller or OEM.
  - v. Data Sheet of the offered item. Buyer 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.
- vi. Dedicated /toll Free Telephone Number for Service Support.
  - vii. Escalation Matrix of Telephone Numbers for Service Support.
  - viii. PAN Card of seller.
- ix. Income Tax Return of seller for any one Financial Year/ Previous Year: 2022-23 or 2023-24 or 2024-25.
- x. GST Registration Certificate of seller.
  - xi. Trade Licence or a declaration that it is not applicable to the seller.
  - xii. Copy of Work Order for supply of Printers for minimum cumulative quantity Rs.70,000 by the seller or OEM [themselves or through re-seller(s)] in atleast any one of the financial years: 2022-23 or 2023-24 or 2024-25 or 2025-26 to any Central/State Government Organization of India. Copy of work order from GeM portal, along with CRAC will be preferred. Supply to private sector organizations will not be considered.
  - xiii. Audited Profit & Loss account and Balance Sheet for all three financial years 2022-23, 2023-24 and 2024-25 or certificate from Chartered Accountant stating the seller's annual turnover for all three financial years 2022-23, 2023-24 and 2024-25. If the seller is less than 3 years old, the average turnover of completed financial years after the date of its constitution shall be taken into account for this criteria.
  - xiv. Seller's declaration as per format given below:

### **Seller's Declaration**

(Please print this declaration under your letter head and then upload in GeM portal with signature and seal of authorised personnel of the seller)

GeM Bid Number: ....., Dated: .....

We hereby declare that:

1. The offered item has specifications equivalent or higher than M233sdw MFP Printer, Warranty 3 Years.
2. We are not bankrupt or under liquidation, court receivership or similar proceedings.
3. We have not been black-listed/ debarred/ prohibited by the union government and/ or any of the state governments/ local bodies/ government parastatals in India.
4. We are compliant with the terms laid down in Government of West Bengal order no. 202-F(Y) dt.18.1.2021, which is as per Memorandum bearing F. No. 6/18/2019 - PPD dated 23.07.2020 of Ministry of Finance, Government of India.
5. Shelf life and residual market life certificate:  
The items to be supplied has minimum 5 years usable shelf life and residual market life on the date of supply.
6. Malicious Code Certificate:  
(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.

Signature of the authorized personnel of seller with seal.

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

1. OEM should have the minimum annual turnover stated in this Bid in atleast any one financial year out of the last three financial years ending on 31.3.2025.
2. Price preference to registered Micro and Small Enterprises will be allowed in terms of Government of West Bengal order no.6142-F(Y) dt.10.10.2017. SSI units shall be allowed exemption from payment of Earnest Money Deposit and Security Deposit in terms of Government of West Bengal order no.4245-F(Y) dt. 28.5.2013.
3. After Selection of the bidder, if any of the conditions are not found to be abided by the successful bidder, it may lead to cancellation of the contract before or after issue of the work order.
4. The bidder shall have to install and commission the items in this Bid. Installation and commissioning must be completed within 3 (three) working days from the date of delivery of the product at the consignee's location. Accordingly, necessary provisions for providing these services must be factored into the financial bid.

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

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

#### **अस्वीकरण/Disclaimer**

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

on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

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

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

---धन्यवाद/Thank You---