

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	31-07-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	31-07-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	West Bengal
विभाग का नाम / Department Name	West Bengal State Electricity Distribution Company Limited (wbsecl)
संगठन का नाम / Organisation Name	N/a
कार्यालय का नाम / Office Name	Kolkata
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id :js4.lr-wb@gov.in Buyer Email id: dewesh.kumar@wbsecl.in
कुल मात्रा / Total Quantity	1
वस्तु श्रेणी / Item Category	Interactive Panels with CPU (Q2) (PAC Only)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	0.7 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर पात्रता मानदंड / Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
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, Additional Doc 1 (Requested in ATC), Compliance of BoQ specification and supporting document *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 बढ़ने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
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	50 %
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	143000
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No
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एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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मध्यस्थता खंड के समावेश को मंजूरी देने वाले सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority approval for PAC

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

सक्षम प्राधिकारी का नाम/Name of Competent Authority	Sri Dewesh Kumar
सक्षम प्राधिकारी का पद/Designation of Competent Authority	The Chief Engineer & Project Manager
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	PPSP, WBSEDCL
सीए अनुमोदन संख्या/CA Approval Number	File No.: ESTB.-PROC0COMP/3/2026-Technical Department-PPSP HQ-WBSEDCL-PPSP HQ
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	2026-07-13 00:00:00
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	File No.: ESTB.-PROC0COMP/3/2026-Technical Department-PPSP HQ-WBSEDCL-PPSP HQ

1. 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.
2. 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.
3. 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.

4. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

5. 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:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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
- 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

Interactive Panels With CPU (1 pieces) (Under PAC)

Bis Required	Yes
Make	samsung
Model	samsungwa65f(lh65wafwlnccxl)

तकनीकी विशिष्टियाँ / Technical Specifications

* जेम कैटेगरी 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)
DISPLAY	Display Technology	In-Plane Switching (IPS)
	Display Type	Anti-Glare LCD with Direct-lit LED
	Minimum Contrast Ratio	1200 : 1, 1300 : 1, 1400 : 1, 1500 : 1, 1600 : 1, 1700 : 1, 1800 : 1, 1900 : 1, 2000 : 1 Or higher
	Minimum Display Panel Size, Diagonal (in Inches)	65, 75, 86, 98, 100, 105, 110 Or higher
	Minimum Display Resolution (Horizontal x Vertical) (in Pixels)	4K UHD - 3840 x 2160 Or higher
	Display Brightness (in Nits)	400, 450, 500, 550, 600, 800, 1000 Or higher
	Minimum Panel Life (in Hours)	50000 Or higher
TOUCH SCREEN	Touch Interface	Touch Sensitive as well as Pen Driven
	Touch Technology	Infrared (IR)
	Number of Touch Points (in Number)	40 Or higher
	Additional Softwares	Device Management Software, NA
	On Site Warranty Support (in Years)	3 Or higher

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
CPU	Type of CPU	Inbuilt CPU with Slot Provision for Open pluggable Specification (OPS)
	Number of Cores	8 Or higher
	Memory (in GB)	8, 16 Or higher
	SSD Storage Capacity (in GB)	64 Or higher
	Provision of Slot for Open pluggable Specification (OPS)	Yes
OPTIONAL ITEM	Open pluggable Specification (OPS) included in scope of supply	Yes
	Pre-Install Software (OS) for Open pluggable Specification (OPS)	Windows
	Memory (in GB) for Open pluggable Specification (OPS)	8
PORTS	Number of Input HDMI Ports	3, 4 Or higher
	Number of Output HDMI Ports	1 Or higher
	In-built Speakers	Yes
	Mounting	Wall Mount
CONNECTIVITY	Availability of Bluetooth Connectivity	Yes. Inbuilt
	Bluetooth Version	5.0, 5.1, 5.2, 5.3 Or higher
	Availability of Wi-Fi Connectivity	Yes. Inbuilt
	Wi-Fi Connectivity	802.11n (2.4 or 5 GHz) Or higher
ACCESSORIES	Number of Electronic Pen or Stylus Each Panel	2 Or higher
	Additional HDMI Cable	0, 1, 2

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

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Rajorshi Chakraborty	700091, VIDYUT BHABAN, 5TH FLOOR, BLOCK - A, SALT LAKE, SECTOR - II, DJ BLOCK, KOLKATA - 700091, North 24 parganas, 700091	1	15

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Bid specific Additional Terms & Condition (ATC):

1. Technical Specification to be complied:

Item: Interactive Touch Display Panel with CPU and OPS

Make: Samsung

Interactive Panel Technical Specifications

Specification	Value
Display Type	Anti-Glare, LCD with Direct-lit LED
Display Technology	In-Plane Switching (IPS)
Minimum Display Panel Size	65 Inches
Minimum Display Resolution	4K UHD (3840 x 2160 Pixels)
Display Brightness	400 Nits
Minimum Panel Life	50,000 Hours
Minimum Contrast Ratio	1200:1
Touch Interface	Touch Sensitive as well as Pen Driven
Touch Technology	Infrared (IR)

Number of Touch Points	40 Points
Annotation Software	Yes
Additional Software	Optional

CPU & Storage System

System Parameter	Details
Type of CPU	Inbuilt CPU with Slot Provision for Open Pluggable Specification (OPS)
Number of Cores	8 Cores
Processor Number	A73X4 + 53X4
Processor Base Frequency	1.9 GHz
Memory (RAM)	8 GB
SSD Storage Capacity	64 GB
Pre-installed OS	Android
Provision of Slot for OPS	Yes
OPS Included in Scope of Supply	Yes
OPS Pre-installed OS	Windows
OPS Processor Base Frequency	2.0 GHz
OPS Memory (RAM)	8 GB
OPS SSD Storage Capacity	256 GB

Ports & Connectivity

Port/Connectivity	Provision / Quantity
Input HDMI Ports	3
Output HDMI Ports	1
USB 2.0 Ports	2
USB 3.0 Ports	3
Audio Input Ports	1
Audio Output Ports	1
RJ 45 (LAN) Ports	1
In-built Speakers	Yes (30 Watts)
Bluetooth Connectivity	Yes, Inbuilt (Version 5.0)
Wi-Fi Connectivity	Yes, Inbuilt (802.11n 2.4 or 5 GHz)

Power, Accessories & Operating Conditions

Parameter	Value / Details
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Power Supply Requirements	100-240 V, AC, 50 Hz
Electronic Pen/Stylus	2 included per panel
Installation Kit	User Manual, HDMI cable, Installation Manual, Remote Control with battery, Power Cord, USB Cable, any other cables (If applicable)
Mounting Type	Wall Mount
On-Site Warranty Support	3 Years

2. Factory Pre-loaded Genuine Windows OS:

- OPS must be pre-loaded with genuine Microsoft Windows.

3. Bid-Specific OEM Authorization Certificate (MAF):

- Must be provided with the bid.
- Ink-signed and stamped by OEM with bid number and date clearly mentioned.
- OEM signatory's name, signature, stamp, contact number and email address is required on the OEM's letterhead.
- A general partnership certificate will not be considered.

4. Uniform OEM Branding:

- All items must be from the same OEM.
- All components should bear the same OEM logo.
- The OEM logo must be permanently embossed on the supplied items; stickers will not be accepted.

5. Comprehensive Warranty:

- All the supplied items must carry a three-year onsite warranty from the date of installation and commissioning.
- Bidder should submit declaration of onsite warranty on OEM/ Bidder letter head with sign, seal, bid number and date clearly mentioned.
- The OEM/ Bidder must provide a warranty/ guarantee certificate, confirming the **warranty end date** (end-of-life date) for the supplied items, at the time of delivery of the material.

6. Product Compliance Sheet:

- Must be submitted on OEM/ Bidder letterhead and it should include bid number, date, sign, and seal.

7. Product Data Sheets:

- Detailed data sheets of offered products must be uploaded with bid and should be available all details in their domain.
- Technical parameters, as mentioned in the tender, must match the configuration offered by the vendor. Any mismatch will result in bid rejection.

8. Contact Details for After Sales Support:

- Contact Details (i.e. Name, Designation, Address, Contact No., Email) of the OEM's concerned person for After-Sales Support must be submitted on bidder's letterhead with bid number, date, sign, and seal.

9. OEM Authorized Service Center in Kolkata:

- Address and details must be submitted; otherwise, bid may be rejected.

10. Bidder Non-Blacklisting Declaration:

- The bidder should not be under liquidation, court receivership, bankruptcy, or similar proceedings. An undertaking to this effect must be uploaded with the bid.

11. Bidder Turnover:

- Bidder must have CA certified turnover for last 3 financial years (FY 2022-23, FY 2023-24, FY 2024-25).
- Supporting documents to be provided.

12. Mandatory Document Submission:

- Bidder's offer is liable to be rejected if any required certificates/documents as mentioned in the bid, ATC, or corrigendum are missing.

13. Undertaking for not using refurbished components:

- The OEM/ bidder must undertake that **no refurbished components** are used in the quoted products. The OEM/ bidder must submit this undertaking otherwise their bid will be rejected. If, it has been detected that refurbished components have been used in any of the supplied items, then appropriate action will be taken against the vendor as per norms of GeM Portal and W.B.S.E.D.C.L.

14. Payment:

- 100% Payment will be made within 45 days after successful delivery, installation and commissioning of materials at P.P.S.P. Hq., Vidyut Bhavan, Kolkata and on submission of original bill/ Tax Invoice in triplicate, all necessary supporting documents, Road Challan, Guarantee/warranty Certificate, RTGS/ NEFT Details, Cancelled Cheque which are to be submitted at P.P.S.P. Hq., Vidyut Bhavan, Kolkata at the time of delivery of materials. Payment will be made by RTGS/NEFT whose charge shall be borne by the agency.

15. Compliance:

- The successful bidder has to supply all items as per tender specification including Terms and Conditions & Additional Terms and Conditions. No compatible items will be accepted. In case of failure, the bid will be rejected and no Purchaser's/ Consignee's Receipt-cum-Acceptance Certificate will be generated. If any submitted document is found forged/fabricated, the bid will be rejected and necessary action will be taken against the bidder.

16. Experience:

- The bidder must have experience of completing contract (single contract) pertaining to supplying of Interactive Touch Panels/ Desktop PC/ Similar items valued at a minimum of 50% of the estimated cost during the last 3 financial years. Supporting documents are to be submitted with the bid.

17. Packing & Forwarding:

- The vendor should take all reasonable precautions to protect the materials against damage and loss during transit. The vendor shall bear total responsibility against any losses & damages during transit. The transportation charges will be borne by the agency without any additional financial involvement on WBSEDCL.

18. Penalty:

- Penalty for delay in work completion beyond schedule delivery period will be @ 0.143% of the Contract Value of the Works for each calendar day of delay, subject to a maximum of 10% of the order value which will be deducted from the agency.

19. Risk Purchase Clause:

- Risk Purchase Clause will be applicable as per norms of WBSEDCL.

20. Cancellation of NIT:

- WBSEDCL reserves the right to cancel the NIT during any stage of Tendering process at its own discretion without assigning any reasons whatsoever.

21. Cancellation/ Termination of Order:

- The delivery time as mention in this NIT shall have to be treated as the essence of the contract. The WBSEDCL reserves the right to repudiate the Purchase Order placed on the successful bidder if the above period is not strictly adhered to. In the event of failure in effecting the desired work within above stipulated due date as incorporated in the completion time, the Purchase Order may be cancelled on submission of necessary notice in this regard and fresh order may be placed on the any other bidder, as a result of which the extra cost thus liable to be incurred shall be realized from the pending bills of the successful bidder which may be lying with the WBSEDCL.

22. Legal Jurisdiction:

- If any dispute or difference arises with respect to quality / quantity of the equipment / material pertaining to this order or any other terms and conditions of the order including its execution, such dispute / difference shall be subject to settlement under the jurisdiction of court at Kolkata. The law governing the substantive issues between the parties shall be the law of the land of India, the language of proceedings shall be in English.

23. Force Majeure:

- The successful bidder shall be under no liability if he is prevented from carrying out any of his obligations by reasons of war, invasion, act of foreign country, hostilities (whether declared or not), riots, civil commotion, mutiny, insurrection, rebellion, revolution, accident, earthquake, fires, floods, Govt. order and or restrictions (except power supply restriction) or other statutory restriction and other cause beyond reasonable control within the stipulated time. However, such force majeure circumstances are to be intimated immediately and to be established subsequently with proper document / proofs by the successful bidder to the entire satisfaction of the PPSP-WBSEDCL.

24. Installation:

- The OEM/ Bidder has to install the supplied items at the delivery location (i.e. Purulia Pumped Storage Project Hq., WBSEDCL, 5th Floor, 'A' Block, Vidyut Bhavan, Salt Lake - 700091) without any extra cost to WBSEDCL. The installation of such equipment shall be completed within 5 (Five) working days from the date of delivery. 100% Payment will be made after successful installation of the supplied items.

25. e-Way Bill:

- Successful Bidder will generate e-way bill from the portal, if required. System generated e-way bill is to be submitted with the GST Tax Invoice. E-way bill should comprise of all required information.

26. Rejection:

- WBSEDCL reserves the right to reject any or all offer at its own discretion without assigning any reasons whatsoever and do not bind itself to accept the lowest tender.

27. Freight:

- It will be borne by the agency.

28. Transit Insurance:

- In the scope of the supplier.

29. GST Registration Certificate:

- Bidders should have valid GST registration certificate.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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---


Chief Engineer & Project Manager
Parulia Pumped Storage Project-HQ
West Bengal State Electricity
Distribution Company Limited