बिड संख्या/Bid Number: GEM/2026/B/8148944
दिनांक /Dated: 12-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	16-11-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	17-11-2026 16:00:00
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	Public Works Department West Bengal
संगठन का नाम/Organisation Name	Pwd Electrical
कार्यालय का नाम/Office Name	Office Of The Chief Engineer Electrical Pwd
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :aceelectpwd@wb.gov.in Buyer Email id: eeelec1.pwd-wb@bangla.gov.in
कुल मात्रा/Total Quantity	333
वस्तु श्रेणी /Item Category	Entry and Mid Level Desktop Computer (Q2) , High End Laptop - Notebook (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	176 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	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

बिड विवरण/Bid Details	
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),Additional Doc 4 (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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू 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	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	3
विगत प्रदर्शन /Past Performance	80 %
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
प्राथमिक उत्पाद श्रेणी/Primary product category	Entry and Mid Level Desktop Computer
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 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
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.

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

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. 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.
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 80% 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

Entry And Mid Level Desktop Computer (273 pieces)

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)
PROCESSOR	**Description of Stores**	Desktop Computer with Table Mount Monitor System with Compatible Chipset as per Processor Make with Minimum 6 USB Port
	Computer Type	Mid Level
	Processor Number	AMD Ryzen 5 5600G, Intel Core i5 12400 Or higher
MOTHERBOARD	Expansion Slots (PCIe x 1)	1, 2 Or higher
	Expansion Slots (PCIe x 4)	0, 1, 2 Or higher
	Expansion Slots (PCIe x 16)	1, 2 Or higher
	Expansion Slots (M Dot 2) for SSD	1, 2 Or higher
	Expansion Slots (M Dot 2) for WiFi	1 Or higher
	Trusted Platform Module	Discrete TPM 2.0
GRAPHICS	Graphics Type	Integrated
	Size of Memory in Case of Dedicated Graphic Card (GB)	0.0 Or higher
OPERATING SYSTEM	**Factory Pre-loaded Operating System by Desktop OEM**	DOS or Equivalent
MEMORY (RAM)	**RAM Size (Memory Card/Module) (in GB) (Capacity to be installed in the System)**	16, 32 Or higher
	Memory Expandable Up To (in GB)	64, 128 Or higher
	Total Numbers of DIMM Slots Available	2, 4 Or higher
	Number of DIMM Slots Populated with Memory Card/Module	1
STORAGE	**Type of Storage Installed with the System**	NVMe-SSD
	SSD - Storage Capacity (in GB)	512, 1024, 2048 Or higher

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	HDD - Storage Capacity (in GB)	0 as SSD only Installed Or higher
BAYS AVAILABILITY	Number of Internal Bays Available, Size 2 Point 5 Inch	0, 1, 2 Or higher
	Number of Internal Bay Populated, Size 2 Point 5 Inch	0
	Number of Internal Bays Available, Size 3 Point 5 inch	2 Or higher
	Number of Internal Bay Populated, Size 3 Point 5 inch	0
CABINET	Cabinet Form Factor	Tower (More than 13 to 26 Liters)
	Bays for Optical Drive	1 Or higher
	Optical Drive	No Optical Drive
	Audio Interface Type	Universal 3.5 mm Audio Jack (Support for Audio-in and Audio out), Audio-in, Audio-out
PORTS	Number of USB Type A Port (Version 2 Point 0)	2, 3, 4 Or higher
	Number of USB Type A Port (Version 3 point 2 Gen 1)	4, 5, 6 Or higher
	Number of USB Ports Type C	2 Or higher
	Number of VGA Ports	0, 1 Or higher
	Number of HDMI Ports	1 Or higher
	Number of DP Ports	1 Or higher
Monitor	**Availibility of Monitor**	Yes as per IS 13252 (Part 1)
	Panel Type	Twisted Nematic (TN)
	Display Technology	LED Backlit LCD (Liquid Crystal Display)
	Screen Size (in CMs)	53.1 - 58 (20.91" - 22.83")
	Maximum Resolution (Pixels)	1920 x 1080 (Full HD)
	Monitor Port	HDMI, VGA
	Integrated Webcam with Mic	No
	Speaker	No
INPUT DEVICES	Mouse Connectivity	USB Wired, Wireless Or higher
	Keyboard Connectivity	USB Wired, Wireless Or higher
	Type of Keyboard	Standard
WARRANTY	**On Site OEM Warranty (in Year)**	3, 4, 5 Or higher

Additional Specification Parameters - Entry And Mid Level Desktop Computer (273 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Authorization	A tender-specific authorization letter (MAF) is to be submitted along with the bid.
Specification Compliance	Specification Compliance by OEM on their letterhead, duly signed, to be submitted along with the bid.
Warranty and Licence Subscription	a) 3 (Three) years onsite (actual Installation location) comprehensive OEM warranty/Licence Subscription with Updates, parts, service, and support, except in the event of force majeure. b) Confirmation from OEM should be provided regarding the actual Installation location, including a comprehensive OEM warranty.
Minimum technical Specification: Part-A	Processor: Intel Core i5-14400 / AMD Ryzen 5 with 6 Performance Cores; Chipset: Intel H770/Q770 / AMD PRO 565, with 2 DIMM slots, and 2 x M.2 slots; RAM: 16GB (1x16GB) DDR5 4800MHz UDIMM Dual Channel Memory; Hard Disk: 1 x 512GB Gen4 M.2 NVMe TLC SSD; Graphics: UHD AMD / Intel Graphics 730; Operating System: DOS only; Networking: Integrated Gigabit 10/100/1000M GbE LAN, Dual Band Wi-Fi 6 (2x2) and Bluetooth 5.3 non-vPro Wireless Card; Display: 21.5 inch, FullHD, Non-Touch, Monitor;
Minimum technical Specification: Part-B	Details Minimum technical Specification have been given in ATC 1.6. Bidder and OEM has to Comply with given Specification, any deviation from the mentioned will not be accepted.

* 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.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Dipanjan Samajpati	700001,NEW SECRETARIAT BUILDINGS, BLOCK- 'C',2ND FLOOR,1,K S ROY ROAD	273	60

High End Laptop - Notebook (60 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)
Processor	**Base Processor Number**	For Higher Processor Or higher

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Higher Processor Number	Intel Core Ultra 7 165U, Intel Core i7-1280P, Intel Core Ultra 5 125H, Intel Core i7-12650H, Intel Core Ultra 5 135H, Intel Core i7-13620H, Intel Core Ultra 7 155H, Intel Core Ultra 7 165H, Intel Core i7-13700H, Intel Core i9-12900H, Intel Core Ultra 9 185H, Intel Core i7-13650HX, Intel Core i7-13700HX, Intel Core i7-14650HX, Intel Core Ultra 5 225U, Intel Core Ultra 5 235U, Intel Core Ultra 7 255U, Intel Core Ultra 5 236V, Intel Core Ultra 5 226V, Intel Core Ultra 5 238V, Intel Core Ultra 7 265U, Intel Core Ultra 7 266V, Intel Core Ultra 7 268V, Intel core ultra 7 255H, Intel Core Ultra X7 368H, Intel Core Ultra 7 366H, Intel Core Ultra X7 358H, Intel Core Ultra 7 356H, Intel Core7 350, Intel Core7 360, Intel Core Ultra 7 355, Intel Core Ultra 7 365 Or higher
Motherboard	Security	Discrete TPM 2.0 Or higher
Operating System	**Operating System (Factory Pre-Loaded)**	Window 11 Professional, Window 11 Home, DOS or equivalent, Linux, Window 11 STF (Shape the Future)
Memory	Type of RAM	DDR5 Or higher
	RAM Size (GB)	16, 32 Or higher
	Total Numbers of DIMM Slots Available	2 Or higher
	Number of DIMM Slots Populated	1
	RAM Expandability up to	64, 32 Or higher
Display	**Display Size (in cm) - Diagonal**	35.56 to 38.07 (14 In to 14.99 In)
	Minimum Display Resolution (Pixels)	FHD- 1920x1080
	Minimum Resolution of Webcam	HD-720p
Storage	**Capacity of Storage Drive (in GB)**	1024, 2048, 4096 Or higher

Additional Specification Parameters - High End Laptop - Notebook (60 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Authorization	A tender-specific authorization letter (MAF) is to be submitted along with the bid.
Specification Compliance	Specification Compliance by OEM on their letterhead, duly signed, to be submitted along with the bid.

Specification Parameter Name	Bid Requirement (Allowed Values)
Warranty and Licence Subscription	a) 3 (Three) years onsite (actual Installation location) comprehensive OEM warranty/Licence Subscription with Updates, parts, service, and support, except in the event of force majeure. b) Confirmation from OEM should be provided regarding the actual Installation location, including a comprehensive OEM warranty.
Minimum technical Specification: Part-A	Processor: AMD Ryzen 5 / Intel Core Ultra 5 225U with 12 NPU TOPS and 12 Performance Cores; Chipset: SOC, with 2 DIMM slots, and 2 x M.2 slots; RAM: 16GB (1x16GB) DDR5 5600MHz SODIMM Dual Channel Memory; Hard Disk: 1 x 512GB Gen4 M.2 NVMe TLC SSD; Graphics: AMD Radeon, Intel UMA/Arc; Operating System: DOS only; Networking: Integrated Gigabit 10/100/1000M GbE LAN, Dual Band Wi-Fi 6 (2x2) and Bluetooth 5.3 non-vPro Wireless Card; Display: 35.6 cm (14") diagonal, WUXGA, Non-Touch, Monitor;
Minimum technical Specification: Part-B	Details Minimum technical Specification have been given in ATC 1.6. Bidder and OEM has to Comply with given Specification, any deviation from the mentioned will not be accepted.

* 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.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Dipanjan Samajpati	700001,NEW SECRETARIAT BUILDINGS, BLOCK- 'C',2ND FLOOR,1,K S ROY ROAD	60	60

Special terms and conditions-Version:9 effective from 30-09-2026 for category Entry and Mid Level Desktop Computer

1. **1. Category Specification / MeitY Model Technical Specification / ATC Restrictions**
   The category has been created in accordance with the Model Technical Specification issued by the Ministry of Electronics and Information Technology (MeitY) vide letter No. W-43/4/2020-IPHW dated 19.08.2024 and is based on the parameters defined therein. Buyers shall not prescribe, through Buyer Added ATCs, any technical parameter, allowed value, particular processor, processor brand, processor manufacturer or other requirement which restricts or overrides the Category Specifications. Clause 2(e) of the GeM General Terms and Conditions (GTC) shall apply accordingly.

   2. Product Verification
   Each supplied Device shall bear a unique device serial number or other unique device identifier traceable to the OEM. The Buyer/Consignee shall be able to verify the authenticity of the supplied product including the configuration through the OEM website.

   3. Requirement of OEM Logo
   Buyers shall not prescribe a requirement for embossing, engraving, printing or affixing the OEM name/logo on the motherboard or any internal component.

   4. Operating System - OEM/Publisher Status
   There shall be no mandatory requirement that the OEM of the offered device should be a Microsoft Device Partner or hold any specific Microsoft authorisation. Where an Operating System other than Microsoft Windows is offered, no specific partner status or authorisation from the concerned Operating System publisher/provider shall be mandated.

   5. Operating System - Licensing
   Where Microsoft Windows is supplied, it shall be a genuine, legally licensed and duly activated copy of the Windows edition/version declared in the catalogue, and the licence shall be obtained through a licensing

or distribution mechanism authorised by Microsoft. Where any other Operating System is supplied, it shall comply with the applicable licensing terms and conditions of the concerned Operating System publisher/provider, wherever licensing is applicable.

6. Operating System - Verification
Where Microsoft Windows is supplied pre-installed, the Buyer/Consignee shall be able to verify that the supplied Windows Operating System is genuine and duly activated through the OEM, i.e. Microsoft. A valid digital licence or any other licensing mechanism permitted by Microsoft for the supplied device shall be acceptable. Where any other Operating System is supplied, similar verification of licence authenticity and/or activation status shall be required only where the concerned Operating System publisher/provider provides a device-level or equivalent verification mechanism. Where no such verification mechanism is provided, this requirement shall not apply.

7. Operating System - Applicability
The requirements relating specifically to Microsoft Windows licensing, activation and verification shall apply where Microsoft Windows forms part of the contracted configuration. Where an Operating System other than Microsoft Windows is supplied, the applicable licensing requirements of the concerned Operating System publisher/provider shall be complied with, and verification of licence authenticity and/or activation shall be required only where such verification is supported by the concerned Operating System publisher/provider.

8. Operating System-specific Certification / Compatibility
Hardware compatibility certificate prescribed by a particular Operating System publisher/provider may be requested by buyers.

9. USB Port Declaration / Higher Interface Standard
Each physical USB port shall be declared only once under the highest interface capability supported by that port. The same physical port shall not be counted under multiple USB generations/types merely because of backward compatibility. A technically backward-compatible higher-generation version of a prescribed USB/interface standard may be offered where it meets or exceeds the functionality and performance of the prescribed standard and complies with all other Category requirements.

10. Warranty
The warranty applicable to the supplied Device shall be as specified/selected in the product and reflected in the resultant contract. The applicable warranty shall be verifiable through the OEM website, OEM customer support facility or warranty certificate/tag provided by the OEM.

11. Scope of Installation
Installation requirements, wherever applicable, shall be specified by the Buyer in the bid under the Installation, Commissioning and Testing (ICT) clause. Where installation is stipulated in the bid, the Seller shall be responsible for installation of the complete system and for demonstrating its satisfactory functioning to the Consignee or the Buyer’s authorised representative. In the case of Direct Purchase and L1 Purchase, installation of the computer system by the Seller/OEM is mandatory. Installation shall be limited to the supplied computer system and shall not include supply or installation of separately procurable software such as antivirus software, office productivity software, etc., unless such software forms part of the contracted scope through an appropriate GeM category.

12. Buyer/Consignee Obligations for Installation
Where installation is included in the resultant contract, the Buyer/Consignee shall provide reasonable access to the installation location and make available the necessary site infrastructure, including power supply, networking and other site-preparation requirements not forming part of the Seller's contractual scope. Necessary entry/gate passes, where required, shall be facilitated by the Buyer/Consignee.

13. Acceptance of Supplies
Before acceptance and generation of CRAC, the Buyer/Consignee may verify, as appropriate, that the supplied device conforms to the contracted specifications, configuration, quantity and warranty requirements and is free from apparent physical damage or defects. The supplied product shall be new, unused and non-refurbished. The Buyer/Consignee may verify the packaging, supplied accessories/documentation, installed operating system where applicable, unique device serial number/identifier, contracted configuration and applicable warranty.

14. HDD/SSD Storage Retention
Where required on account of information-security or data-retention considerations, the Buyer may prescribe an appropriate contractual condition under ATCs, in case of procurement via bids, regarding retention of storage media such as HDDs/SSDs used in the supplied device.

15. Availability of Monitor
Supply of the monitor shall be governed by the applicable Category parameter relating to "Availability of monitor". Any specifications or requirements relating to the monitor shall apply only where a monitor forms part of the contracted configuration.

16. Configuration Alteration - Seller
The configuration supplied shall conform to the configuration offered in the catalogue and resultant contract and shall be supported/authorised by the OEM. The Seller shall not make any alteration or substitution of components which results in deviation from the contracted configuration or affects OEM warranty/support. The machine should be delivered to the Consignee in its original, factory-approved configuration.

17. Service Escalation Matrix
The Seller shall provide appropriate contact details and an escalation matrix for warranty/service support to the Buyer/Consignee at the time of delivery.

Special terms and conditions-Version:8 effective from 30-09-2026 for category High End Laptop - Notebook

1. **1. Category Specification / MeitY Model Technical Specification / ATC Restrictions**
   The category has been created in accordance with the Model Technical Specification issued by the Ministry of Electronics and Information Technology (MeitY) vide letter No. W-43/4/2020-IPHW dated 19.08.2024 and is based on the parameters defined therein. Buyers shall not prescribe, through Buyer Added ATCs, any technical parameter, allowed value, particular processor, processor brand, processor manufacturer or other requirement which restricts or overrides the Category Specifications. Clause 2(e) of the GeM General Terms and Conditions (GTC) shall apply accordingly.

   2. Product Verification
   Each supplied Device shall bear a unique device serial number or other unique device identifier traceable to the OEM. The Buyer/Consignee shall be able to verify the authenticity of the supplied product including the configuration through the OEM website.

   3. Requirement of OEM Logo
   Buyers shall not prescribe a requirement for embossing, engraving, printing or affixing the OEM name/logo on the motherboard or any internal component.

   4. Operating System - OEM/Publisher Status
   There shall be no mandatory requirement that the OEM of the offered device should be a Microsoft Device Partner or hold any specific Microsoft authorisation. Where an Operating System other than Microsoft Windows is offered, no specific partner status or authorisation from the concerned Operating System publisher/provider shall be mandated.

   5. Operating System - Licensing
   Where Microsoft Windows is supplied, it shall be a genuine, legally licensed and duly activated copy of the Windows edition/version declared in the catalogue, and the licence shall be obtained through a licensing or distribution mechanism authorised by Microsoft. Where any other Operating System is supplied, it shall comply with the applicable licensing terms and conditions of the concerned Operating System publisher/provider, wherever licensing is applicable.

   6. Operating System - Verification
   Where Microsoft Windows is supplied pre-installed, the Buyer/Consignee shall be able to verify that the supplied Windows Operating System is genuine and duly activated through the OEM, i.e. Microsoft. A valid digital licence or any other licensing mechanism permitted by Microsoft for the supplied device shall be acceptable. Where any other Operating System is supplied, similar verification of licence authenticity and/or activation status shall be required only where the concerned Operating System publisher/provider provides a device-level or equivalent verification mechanism. Where no such verification mechanism is provided, this requirement shall not apply.

   7. Operating System - Applicability
   The requirements relating specifically to Microsoft Windows licensing, activation and verification shall apply where Microsoft Windows forms part of the contracted configuration. Where an Operating System other than Microsoft Windows is supplied, the applicable licensing requirements of the concerned Operating System publisher/provider shall be complied with, and verification of licence authenticity and/or activation shall be required only where such verification is supported by the concerned Operating System publisher/provider.

8. Operating System-specific Certification / Compatibility
Hardware compatibility certificate prescribed by a particular Operating System publisher/provider may be requested by buyers.

9. USB Port Declaration
Each physical USB port shall be declared only once under the highest interface capability supported by that port. The same physical port shall not be counted under multiple USB generations/types merely because of backward compatibility. A technically backward-compatible higher-generation version of a prescribed USB/interface standard may be offered where it meets or exceeds the functionality and performance of the prescribed standard and complies with all other Category requirements.

10. Warranty
The warranty applicable to the supplied device shall be as specified/selected in the product and reflected in the resultant contract. The applicable warranty shall be verifiable through the OEM website, OEM customer support facility or warranty certificate/tag provided by the OEM.

11. Acceptance of Supplies
Before acceptance and generation of CRAC, the Buyer/Consignee may verify, as appropriate, that the supplied device conforms to the contracted specifications, configuration, quantity and warranty requirements and is free from apparent physical damage or defects. The supplied product shall be new, unused and non-refurbished. The Buyer/Consignee may verify the packaging, supplied accessories/documentation, installed operating system where applicable, unique device serial number/identifier, contracted configuration and applicable warranty.

12. Service Escalation Matrix
The Seller shall provide appropriate contact details and an escalation matrix for warranty/service support to the Buyer/Consignee at the time of delivery.

13. HDD/SSD Storage Retention
Where required on account of information-security or data-retention considerations, the Buyer may prescribe an appropriate contractual condition under ATCs, in case of procurement via bids, regarding retention of storage media such as HDDs/SSDs used in the supplied device.

14. Configuration Alteration
The configuration supplied shall conform to the configuration offered in the catalogue and resultant contract and shall be supported/authorised by the OEM. The Seller shall not make any alteration or substitution of components which results in deviation from the contracted configuration or affects OEM warranty/support. The machine should be delivered to the Consignee in its original, factory-approved configuration.

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

1. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   Buyer Added Bid Specific Additional Terms and Conditions

   1.1. Name of Work: **Procurement of Computer and Peripherals under RUSA Fund for Jadavpur University, 188, Raja S.C. Mallik Road, Kolkata - 700 032 : Phase-I.**

   1.2. ***Contract Details for Pre-Bid:***

   Office of The Executive Engineer, Kolkata IT Division, PWD at Writers Building, 1st Floor, Block-I, Kolkata, West Bengal – 700 001 chaired by Superintending Engineer, IT Circle, PWD.

   Telephone: +91 98740 61827, +91 91531 55741 (between 12:00:00hr to 13:00:00hr of Pre-Bid Date: 14.10.2026 at 12:00:00hr).

   Online Representation and any others day communication through Telephonic/email shall not be accepted.

   1.3. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following addresses:

a) Jadavpur University, 188, Raja S.C. Mallik Road, Kolkata - 700 032.

b) Office of the Executive Engineer, Kolkata IT Division, PWD, at Writers Building, 1st Floor, Block-I, Kolkata - 700 001.

1.4. Clarification regarding this tender (i.e. “Specification, Make, ATC or any others”), has to be done before the bid end date by email or physical letter. In case of physical letter which has to reach this office (Office of The Executive Engineer, Kolkata IT Division, PWD at Writers Building, 1st Floor, Block-I, Kolkata, West Bengal – 700 001) before any working day “End of the Bid Submission” date upto 17:00:00hr. Also, the bidder can make Online Representation through GeM Portal in that case bidder has to attend the Prebid Meeting.

1.5. Tender procurement process and awarding of the work-order governed by the West Bengal Government Finance Department Norms and PWD West Bengal Tender Norms.

All the relevant documents are available in the West Bengal Government Finance Department and PWD websites.

1.6. Details Technical Specification of items:

Item Sl.No.	Item

1	Supply of Desktop Computer having minimum technical specification: Processor: Intel Core i5-14400 / AMD Ryzen 5 with 6 Performance Cores or Higher; Chipset: Intel H770/Q770 / AMD PRO 565 or higher, alongwith minimum 2 DIMM slots, and 2 x M.2 slots (1 x M.2 2230 for Wi-Fi + BT and 1 x M.2 2280 for Dual SSD Storage) or higher, minimum 4 PCIe series expansion slots; RAM: 16GB (1x16GB) DDR5 4800MHz UDIMM Dual Channel Memory with support for expansion upto 64 GB; Hard Disk: 1 x 512GB Gen4 M.2 NVMe TLC SSD or higher, expandable up to 2 TB NVMe SSD or higher; Integrated Graphics: UHD AMD / Intel Graphics 730 or higher; Dedicate Graphic Card: NIll; Management: No; Operating System: DOS only; Networking Interface: Integrated Gigabit 10/100/1000M GbE LAN; Connectivity: Integrated Dual Band Wi-Fi 6 (2x2) and Bluetooth 5.3 non-vPro Combo Wireless Card or higher; Optical Drive: No; Display: 21.5 inch Display or higher, Full HD Or Better, Antiglare, Non-Touch, LED-backlit Monitor; 178° vertical / 178° horizontal Display Viewing Angle, Monitor should have at least one HDMI port and one VGA or one Display port; Audio: Integrated Audio controller with Internal speaker; Keyboard & Mouse: Wired Standard Keyboard and Optical Scroll Mouse; USB/HDMI/VGA Ports: Integrated, Front: 2 x USB Type-A 10Gbps signaling rate, 3 x USB Type-A 5Gbps signaling rate, 1 x USB Type-C, 1 x headphone/microphone combo, Rear: 2 x USB 2.0 Type-A, 1 x HDMI, 1 x DisplayPort, 1 x VGA, 1 x RJ-45, 1 x Power Connector, 1 x Serial, 1 x Line In, 1 x Line Out; Security: Hardware based TPM 2.0, chassis Intrusion switch / Intrusion Sensor with chassis physical security cable lock slot; SMPS: Maximum 180 Watt Power Supply with 92% or higher efficiency; Cabinet Form Factor: SFF/Tower; Certification and Compliance: The desktop should be Microsoft certified and Ubuntu/SUSE/Redhat certified; either certificate should be available in the public domain. FCC, CE, RoHS, UL, EPEAT India, Minimum Energy Star 5.0 & TCO Certification for both Monitors and Desktop model, ISO 9001, 14001, 20001, 27001, 45001, 50001 for OEM - Top 3 OEM India Unit as per latest IDC Report. To be Installed at Site. Warranty: 03 (Three) years onsite comprehensive OEM warranty with parts and service except force majeure.

	2	Supply of Laptop having minimum technical specification: Form Factor: Clampshell; Chassis: Crafted machined aluminium chassis; Chipset: Integrated in Processor alongwith minimum 2 SODIMM slots and 2 x M.2 slots (1 x M.2 2230 for Wi-Fi + BT and 1 x M.2 2280 for Dual SSD Storage) or higher expansion slots; Processor: AMD Ryzen 5 or Intel Core Ultra 5 225U with 12 NPU TOPS and 12 Performance Cores or higher; Memory: 16GB (1x16GB) DDR5 5600Mhz SODIMM Dual Channel Memory with support for expansion upto 32 GB, should support Dual Channel; Storage: 1 x 512GB PCIe Gen4 M.2 NVMe TLC SSD or higher; Graphics: Integrated AMD Radeon, Intel UMA/Arc graphics; Operating System: DOS only; Networking Interface: Integrated Gigabit 10/100/1000M GbE LAN; Connectivity: Integrated Dual Band Wi-Fi 6 (2x2) and Bluetooth 5.3 non-vPro Combo Wireless Card or higher; Optical Drive: No; Display: 35.6 cm (14") diagonal, WUXGA (1920 x 1200), IPS, anti-glare, 300 nits, low power, 62.5% sRGB; Audio: Integrated stereo speakers, Integrated dual array microphone; Speaker: 2 Watt/4 ohm (per speaker); Camera: 5MP and IR camera, FHD camera; Keyboard: Standard Spill-resistant, Durakey Backlight Keyboard; Pointing device: Clickpad, Multitouch gesture support; No of Ports: 1 x HDMI 2.1; 1 x Stereo headphone / Microphone combo jack; 1 x RJ-45; 2 x USB Type-A 5Gbps signaling rate (powered); 2 x USB Type-C 20Gbps signaling rate; Power adapter: minimum 65 W Standard USB Type-C External AC power adapter with 88% or higher efficiency; Battery: Long Life 3-cell, 56 Wh Li-ion polymer should support fast charging; Weight: Starting at 1.40 kg(3.09 lb) (with 56 Wh battery); Security: Hardware-based endpoint security controller TPM 2.0; comprehensive endpoint security below the OS; standard security lock slot; drive-lock option for SSD to secure data; Certification and Compliance: The Laptop should be Microsoft certified and Ubuntu/SUSE/Redhat certified; either certificate should be available in the public domain. FCC, CE, RoHS, UL, EPEAT India, Minimum Energy Star 5.0 & TCO Certification for both Monitors and Laptop model, ISO 9001, 14001, 20001, 27001, 45001, 50001 for OEM - Top 3 OEM India Unit as per latest IDC Report. Inclusive of Backpack. To be Installed at Site. Warranty: 03 (Three) years onsite comprehensive OEM warranty with parts and service except force majeure.

1.7. Awarding the work-order will be done as per contract clauses in GEM & WBF 2911/WBF 2908. For WBF 2911/WBF 2908 agreement Fees will be applicable as per WB Govt. norms separately.

1.8. Bidder's offer is liable to be rejected without any explanation if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

Clarification Mode for Bid Rejection by any Bidder/OEM has to be through GEM portal only. Telephonic/email communication shall not be accepted for Bid Rejection Clarification.

Online Representation through GeM Portal of any Bidder's will be rejected without any explanation if the concern bidder doesn’t participated in the stipulated PreBid Meeting.

1.9. The buyer organization is an institution eligible as per Notification No. 03/2022-Union Territory Tax (Rate), Dtd: July 13, 2022, of Government of India, Ministry of Finance, Department of Revenue as notified by the Government of India and Notification No.: 4691 - FY), Dated: 22 November, 2022 of Additional Chief Secretary to the Government of West Bengal. The goods for which bids have been invited fall under same GST Amendments/Gazette. The Gazette notification to thi

s effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the GST rate mentioned i n the GST Amendments/Gazette (which is given below).

Applicable rate of GST (for all BOQ Items): 18%

Notification No. and date: “Notification No.: 03/2022-Union Territory Tax (Rate), Dtd: July 13, 2022” and “Notification No.: 4691 - FY), Dtd: November 22, 2022”

1.10. Bidders are advised to check applicable GST on their own before quoting. Bu yer will not take any responsibility in this regard if any GST miss match. Accept ance of bill and GST reimbursement will be applicable as per Notification No. 03/ 2022-Union Territory Tax (Rate), Dtd: July 13, 2022, and “Notification No.: 4691 - FY), Dtd: November 22, 2022” rates.

1.11. OEM must submit following documents along with bid documents:

a) BIS, CE, FCC, FCC Part 15 Class A, RCM, VCCI, UL/cUI, CB & ROHS, if appl icable.

b) OEM Data Sheet.

c) Tender specific authorization letter (MAF) to be submitted along with bi d for all items.

d) Manufacturers Authorization Form (MAF)/Certificate with OEM Authorize d Signatory details such as name, designation, address, e-mail Id (official) and Phone No. (official) required to be furnished along with the bid.

e) OEM End of Life (EOL) and End of Support Declaration.

f) OEM Availability Certificate of Hardware Spare Parts including consuma ble for quoted product.

g) OEM Malicious Code Certificate.

h) OEM should have ISO 9001:2015, ISO 14001:2015, ISO 27000:2018, ISO 45001:2018 and other relevant certificate.

i) As per GEM GTC, OEM Declaration of 3 (Three) years onsite (actual Inst allation location) comprehensive OEM warranty with parts and service, ex cept in the event of force majeure for all supplied items and accessories fr om OEM. Including Additional Accessories if any added in the additional s pecification.

j) Compliance of BoQ specification with Make, Model and supporting docu ment from OEM.

k) OEM should have Manufacturing experience of Bided Item with Indian re gistration and operational since last 10 (ten) years. Supporting Certificat e of Incorporation should be submitted along with online tender submissi on.

l) Escalation Matrix for Service Support for OEM.

m) OEM should have an advance hardware replacement policy in India for t he quoted product.

n) Compliance of BoQ specification with Make, Model which needs to signe d and stamped by OEM only.

o) Declaration of Material Stock Availability and Conformation of Delivery within the stipulated time given in BID from OEM only.

p) Audited balance Sheet & Profit & Loss Account for consecutive 03 years within last 04 financial year (with auditor signature in each page and me mbership no.).

q) For any replacement items in the period of AMC, Material Authenticatio n Letter must be produced to the authority from OEM only, with bid submi ssion and before installation.

r) Deceleration of ATC 1.41 (a & b).

s) All certificate has to be in English language.

1.12. Bidder must submit following documents along with bid documents:

a) Availability of Registered Office and Service Centres: Bidder must have a Functional Registered Office and Service Centre in the State of each Consignee's Locations in case of service, support, carry-in warranty, etc. throughout warranty period. Bidders need to submit the proper supporting Documents. As an Engineer Visit Service and Support required for Hardware and software breakdown/fault finding within 05(five) working hours on the same day.

b) Declaration by bidders for "Service and Support for Hardware and software breakdown/fault finding within 05(five) working hours on the same day" on any working days and including special ca.

c) Bidder needs to furnish valid latest Trade License, Income Tax Return for last 03(three) years, Professional Tax Clearance Certificate, PAN Card, GST Registration Certificate.

d) The Bidder must have at least ISO 9001:2015 Certification. Copy of the Certificate needs to be submitted.

e) Compliance of BoQ specification with Make, Model which need to signed and stamped by OEM only.

f) Confirmation of Bid Specific ATC with supporting Documents, & ATC.

g) Declaration of Material Stock Availability and Conformation of Delivery within the stipulated time given in BID from bidder.

h) Escalation Matrix for Service Support for Bidder.

i) Audited balance Sheet & Profit & Loss Account for consecutive 03 (three) years within last 04 (four) financial years (with auditor signature in each page and membership no.).

j) Installation Deceleration, etc.

k) Deceleration of ATC 1.41 (b & c).

l) All certificate has to be in English language.

m) Tender specific authorization letter (MAF) from each OEM to be submitted along with bid for all items. Else bidder participation will be rejected directly without any explanation.

1.13. Earnest Money Deposit Rupees @2% of the Quoted amount is to be deposited in the form of Bank Draft from any scheduled bank, (drawn in favor of "Executive Engineer, PWD, Kolkata IT Division") payable at Kolkata and a photocopy Bank Draft need to be upload at the submission of BID as documents attachment as per PWD Norms and WBF 2911/ WBF 2908.

a. The original Bank Draft of bidder (with forwarding letter) need to submit before any working day "End of the Bid Submission" date upto 17:00:00hr to the Office of The Executive Engineer, Kolkata IT Division, PWD at Writers Building, 1st Floor, Block-III, Kolkata, West Bengal – 700 001.

b. Bidder participation will be rejected if the original Bank Draft has not reach within the given stipulated time mentioned.

c. After declaration of L1 bidder and generating GeM contract/order agreement, All, others bidder DD will be released as per Govt. Norms (PWD).

d. After completion of the work, L1 bidder can claim the same as per Govt. Norms (PWD).

e. Without EMD submission documents bid will be rejected without any explanation.

f. EMD exemption is not applicable for any category bidder.

1.14. Warranty / Guarantee: Warranty period of the supplied products shall be 03 (Three) years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods at consignee location.

a) All equipment and materials shall be new and in accordance with the C

ontract Documents, shall be free from any defect due to faulty design, ma terials and / or workmanship.

b) All works shall be in accordance with the contract documents and free f rom any defect and omission.

c) The Project on entirety have 03 (Three) years onsite (actual Installation location) comprehensive OEM warranty with parts and service, except in t he event of force majeure from the Go-Live date.

d) For any Supply or Service item, if not otherwise mentioned, warranty wi ll be thirty-six (36) months from the date of commissioning or forty-two (4 2) months from the date of supply whichever is earlier.

1.15. Scope of Support to be covered by the Bidder in Active Warranty/Subscriptio n Period:

a. Installation or Re-Installation of Hardware/Software at client machin es in case machine format or any other technical discrepancy.

b. Technical support must be provided either by engineer visit at site o r electronic methods via remote desktop sharing by whichever metho d is suited the concern PWD authority.

c. The responsibility of documents file, data, misplaced or stolen at re mote desktop sharing mode bidder will be solely responsible.

d. Levels of Support Escalation: 1st Level (Engineer Visit) for Hardware within 05(Five) working hours on the same day.

e. Bidders must provide the latest patch or version upgrade release by OEM under Active Subscription by OEMs and new release patches & u pdates must be notified through mail directly from OEMs and Bidder.

f. Bidder must give support on third party software's (including OS & other Windows Applications) if any malfunction happened due to OEM s Hardware/Software's under the contract.

g. If technical issues are resolved over online support, then Engineer Vi sit is not required. If not resolved, then Application Engineer will visit at the earliest from time of call reported (On working days and Holida ys (special case)).

h. For any malfunctioning related to fatal error / command support of t he Hardware/Software, bidders must log a support call with OEMs Cus tomer Support Team.

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1.16. Scope of Support to be covered by OEMs under Active Warranty/Subscription Contract:

a. Current & Future Software Upgrades.

b. Levels of Support Escalation: 1st Level (Phone Support); 2nd Level (vi a Remote Desktop); 3rd Level (Engineer Visit) for Hardware/Software.

c. Flexible Licensing Privileges including.

Previous Version usage rights.

Extra Territorial Rights / Global Travel Rights (Using Licenses outside c ountry of Purchase by License Borrowing).

Home Use Rights (after office hours)

d. Web based Support.

Installation / Configuration.

Application related.

Data readability.

e. Subscription Center access & tools if any

Download / Order Upgrade that is a part of subscription.

Accessing Cloud Applications including Rendering, Structural Analysis, etc.

Cloud storage if any per user OEMs License Software User Managemen t.

f. OMEs Beta Program Pre-qualification.

g. Subscriber-only tools, events, and promotions.

1.17. The PWD, Govt. of West Bengal reserves the right to assess the capacity and capability of the bidder, should the circumstances warrant such assessments in an overall interest of the owner.

1.18. Delivery is required on 'As and when required basis's within 7 (seven) days o f issue of delivery advice, a Declaration from bidder required.

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2. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

3. **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 (Increased quantity ÷ Original quantity) × 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.

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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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---