

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	23-06-2025 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	23-06-2025 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Home Affairs
Department Name/विभाग का नाम	Central Armed Police Forces
Organisation Name/संगठन का नाम	Central Reserve Police Force (crpf)
Office Name/कार्यालय का नाम	Dte. Genl.
क्रैता ईमेल/Buyer Email	proccell@crpf.gov.in
Total Quantity/कुल मात्रा	10000
Item Category/मद केटेगरी	Bullet Proof Helmet (Patka) (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	80 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	150 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Past Performance/विगत प्रदर्शन	10 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Quality Assurance Plan document	1745574087.pdf
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	600000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00

Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).

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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

DIG Prov. Dte

Dte. Genl., Central Armed Police Forces, Central Reserve Police Force (CRPF), Ministry of Home Affairs SBI, IFSC Code:- SBIN0007837, Branch Name:- CGO, Complex, Lodhi, Raod, New Delhi (Shahnawaz Khan)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता

Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. 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.
4. 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.
5. 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.

6. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

7. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

8. 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.

9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% 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.

10. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer .If so requested and accepted by the seller , initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

11. 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

Bullet Proof Helmet (Patka) (10000 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

* जेम कटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Technical Specifications	Size	Small 48 to 52 cms, Medium 52 to 57 cms, Large 57 to 62 cms
	Colors	Disruptive IA pattern, Khakhi or Sand, Olive Green, White, heavy duty Indian Army pattern
Generic	Warranty, (Select 0 if NA)	10.0 - 10.0 Or higher (year)

Additional Specification Parameters - Bullet Proof Helmet (Patka) (10000 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
BR Patka as specified in the QR/TDs approved by MHA vide BPR&D letter No.52/09/1996-DD(W), Vol-I.III dated 02/06/2021 with following additional requirements	1. Top Plating of para-aramid or other suitable BR material is required for skull protection with each patka. 2.Color of the Harness cloth or BR Patka - The outer carrier cloth shall be CRPF digital disruptive pattern.

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Ashok Samyal	201306,Group Centre CRPF, Opposite Dewoo Motores, Sutiyaana, Near Surajpur, Greater Noida, G.B. Nagar, U.P. Pin- 201306	10000	180

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity 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 uploaded ATC document [Click here to view the file.](#)

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1.	<p><u>Pre-Bid Meeting-</u></p> <p>Pre-Bid meeting is scheduled to be held on 16/05/2025 at 1200 hrs at Conference Hall, Fourth Floor, Dte. Genl., Central Reserve Police Force, CGO Complex, Lodhi Road, New Delhi-11 0003.</p>													
2.	<p>Details of item with quantity are as under:-</p> <table><tr><td>Name of item</td><td>Size</td><td>Quantity</td></tr><tr><td rowspan="3">B RPatka</td><td>Large</td><td>2,500 No</td></tr><tr><td>Medium</td><td>5,000 No</td></tr><tr><td>Small</td><td>2,500 No</td></tr><tr><td colspan="2">Total</td><td>10,000 No</td></tr></table>	Name of item	Size	Quantity	B RPatka	Large	2,500 No	Medium	5,000 No	Small	2,500 No	Total		10,000 No
Name of item	Size	Quantity												
B RPatka	Large	2,500 No												
	Medium	5,000 No												
	Small	2,500 No												
Total		10,000 No												
3.	<p><u>QRs/Specifications of BRPatka:-</u></p> <p>BR Patka as specified in the QR/TDs approved by MHA vide BPR&D letter No.52/09/1996-DD(W), Vol-I .III dated 02/06/2021.</p> <p>Additional Requirements-</p> <p>1) Top Plating of para-aramid or other suitable BR material is required for skull protection with each p atka.</p> <p>(2) Color of the Harness cloth of BR Patka - The outer carrier cloth shall be of CRPF digital disruptive pattern.</p>													
4.	<p><u>Delivery instructions</u></p> <p>Free delivery at consignee’s locations at supplier risk, freight and cost.</p>													
5.	<p><u>GUARANTEE/WARRANTY :</u></p> <p>Store supplied against specification shall bear the warranty of supplier against defective design mat erial, workmanship and performance for the period upto10 (ten) years for Steel Panel and 01 y ear for Harness and Trauma Pad against manufacturing defects from the date of acceptance of s tores and if during the specified period, the store supplied is found to be defective, the same shall b e replaced immediately with serviceable store by the supplier at site free of any charges to be decid ed by the purchasing officer on recommendations of consignee/Quality Assurance Authority.</p>													

6.	<p><u>Earnest Money Deposit (EMD)</u></p> <p>(i) Earnest Money Deposit (EMD) in the form of Bank Guarantee/Fix Deposit of Rs. 6,00,000/- (Rupees Six Lakh) only is required from non-exempted firms valid for 225 days from the date of opening of bid.(As applicable).</p> <p>(ii) EMD (Offline) in the form of Bank Guarantee should be issued in favour of DIG (Prov), DTE General, CRPF, New Delhi. (Bank Name- SBI, IFSC Code:- SBIN0007837, Branch Name:- CGO, Complex, Lodhi, Raod, New Delhi.)</p> <p>(iii) <u>Original EMD</u>(Earnest Money Deposit) should be deposited in Tender box (Provisioning) before stipulated date/time of opening of bid kept at Reception-2 of Directorate General, CRPF, Block No. 1, CGO Complex, Lodhi Road, New Delhi- 110003.</p> <p>(iv) Failure to submit EMD will be treated as incomplete Bid and shall lead to rejection of the bid.(As applicable)</p> <p>(v) If exemption from submission of EMD is claimed and required valid supporting documents along with “<u>Bid Security Declaration</u>” as per Appendix-‘B’ are not submitted with the bid documents, the offer will be treated as un-responsive and will not be processed further.</p> <p>(vi) No interest shall be payable on the Earnest Money deposited by the Firm. EMD of the unsuccessful firms shall be returned after finalization of Tender.</p>
7.	<p><u>Experience Criteria (Years of Past Experience Required for same/similar service) :</u></p> <p>i) Firms should have regularly manufactured / supplied some <u>quantity of same or similar category i.e. any type of BR Helmet, BR Patka, BR Jacket, BR Vest and BR Shield etc</u> to any Central/State Govt. Organization / PSU/Public Listed Company <u>in at least one of the last Three years before the bid opening date.</u></p> <p>ii) Copies of relevant <u>Contracts / Supply Orders/A/T</u> etc. are to be submitted along with the bid in support of the experience criteria for <u>at least one of the last three years.</u></p> <p>iii) Copies of proof of execution of supply/ Contract i.e. <u>CRAC/Tax Invoice</u> (price may be hidden) etc. are to be submitted along with the bid in support of supply of certain quantity for <u>at least one of the last three years.</u></p> <p>iv) Exemption will be given to Manufacturers of offered store under MSE / Startup category in Experience Criteria & Past performance on submission of valid supporting documents along with Bid.</p>

8.	<p><u>Tender Sample:-</u></p> <p>1) 06 No (02 samples of each size i.e. small, Medium and Large) tender samples are required for S TEC-Cum Field Trials.</p> <p>2) Further, skull protection is also required with each tender sample of patka.</p> <p>3) Minimum 03 meter Cloth harness with hook and loop fastener in any colour will be required for testing as per the QRs. However, final supply will invariably be in CRPF digital pattern (Cloth harness colour).</p> <p>4) Those firms, who qualify during the TEC stage, will be required to submit above mentioned tender samples at GC CRPF Greater Noida(U.P)</p> <p>5) All TEC qualified firms will be given 01 month time to deposit the Tender Samples.</p>
9.	<p>FIELD TRIAL/TECHNICAL EVALUATION :-</p> <p>a) STEC trials will be conducted as per the approved QR/TDs.</p> <p>b) Ballistic testing will be done on one BR Patka of each size as per the procedure prescribed in the QR/TDs</p> <p>c) 03 meter Cloth Harness will be checked as prescribed in QR/TDs.</p> <p>d) Hook and loop fastener will be checked as per table - 3 of BIS 17051.</p> <p>e) The technically qualified bidders will be required to demonstrate the product offered by them before a B.O.Os. (to be detailed by Buyer) for assessing the technical suitability and performance of the product as per QRs/TDs. If their equipment/product is not found as per QRs/ Specifications, their offers shall be ignored.</p> <p>f) 06 [Six] No [02 sample each size i.e. Small, Medium and Large] deposited by the Firms shall be evaluated at the time of field trial/ physical technical evaluation at DIG, GC, CRPF, Noida (UP) at given date and time which will be intimated in due course. Fabric and Ballistic test will be conducted</p> <p>g) Bidders who do not submit the sample and the testing fees, if any, required for the testing of the sample by the time specified in the schedule, their Bid will be treated as unresponsive.</p> <p>h) If any inspection charges claimed by the TBRL/ CFSL, NFSU or any other laboratory, the charges will be borne by the bidder/suppliers.</p> <p>i) If any Firm fail to send representative during STEC cum Field Trials, That Bid will be treated as unresponsive.</p>

10.	<p>INSPECTION CRITERIA</p> <p>Pre-Dispatch Inspection:</p> <p>Pre dispatch inspection [PDI] will be conducted at Factory premises of the Firm by a CRPF BOOs detailed by Buyer as per MHA approved QRs/TDs after giving 15 days advance notice through mail/Fax/letter by firm. 02 samples from each size to be selected randomly by the BOOs from the lot offered by the firm for evaluation as per the QRs/TDs.</p> <p>During the PDI following procedure will be followed:-</p> <ul style="list-style-type: none"> (i) PDI will be conducted as per the procedure mentioned in the QR/TDs of BR Patka and conditions mentioned in the bid and A/T. (ii) The whole offered lot will be kept under the lock and key of CRPF till finalization of the PDI. In case offered lot fails in PDI, then the failed lot will remain under the lock and key of CRPF till completion of the PDI of the fresh lot or scrapping of the tender. (iii) The firm will submit lab certificates from any national or international accredited lab for cloth harness and hook and loop fastener for the fabric, which has been used in the manufacturing of the BR Patka cloth harness as per the bid conditions. (iv) Final supply will be in CRPF digital pattern (Cloth harness) color. Before production of the offered lot, seller will take approval from Buyer about color of the harness cloth must be approved by the seller from the buyer. (v) Ballistic testing will be done on 02 BR Patkas of each size (total - 06) and 01 from each size will be sent as reserve (total -03) to the designated ballistic lab during the PDI. (vi) The used samples during PDI will remain the property of CRPF whereas un-used reserve samples will be returned to seller after completion of ballistic testing in PDI. (vii) The samples used in ballistic testing will be treated as additional and seller shall deliver complete delivery of 10,000 BR Patka after successful completion of PDI. <p>If the store is found inferior and not conforms to the specifications during Pre Dispatch Inspection [PDI], the entire consignment will be rejected at the risk, cost and freight of the supplier.</p>
11.	<p><u>Performance Security:</u></p> <ul style="list-style-type: none"> a) The successful Firm /Seller shall have to deposit a Performance Security Deposit of 3% of net contracted Value (total value of the contract) within 28 days. In the event of failure on the part of the firm to deposit the security deposit within stipulated time, the purchaser reserves the right to cancel the contract. b) PSD in the form of Bank Guarantee should be issued in favour of DIG (Prov), DTE General, CRPF, New Delhi. (Bank Name- SBI, IFSC Code:- SBIN0007837, Branch Name:- CGO, Complex, Lodhi Road, New Delhi.) c) The Performance Security Deposit (PSD submitted by the supplier will remain valid for <u>128 Months</u>. d) If the Firm /Seller fails to deliver the stores in a promised period and places a request for extension of time, Firm will submit an undertaking on non-judicial stamp paper of Rs.10/- duly attested by Notary Public stating that the Performance Security Deposit has already been extended for 60 days beyond the guarantee/warranty period.

12.	<p><u>CERTIFICATES</u></p> <p>Bidders will also submit the following certificates:-</p> <ol style="list-style-type: none"> Bidders must ensure to furnish the required lab certificates for the quoted model as per QRs/ TDs whenever called for by the BOOs during the field trial/ functional demonstration. Certificate / Lab test reports should not be older than 1 year before the date of opening of bid. Shelf life of B.R. Patka is minimum 10 years from the date of acceptance of store. <u>In this regard bidders has to submit a certificate alongwith the bid documents.</u> <u>Bidders are required to furnish an undertaking that offered product meets all the required parameters</u> as specified in the QR/TDs approved by MHA vide BPR&D letter No .52/09/1996-DD(W), Vol-I.III dated 02/06/2021.
13.	<p><u>LICENSE:</u></p> <ol style="list-style-type: none"> OEM/Manufacturer should submit a valid Industrial License issued by the DPIIT for manufacturing Bullet Resistant Patka along with the bid documents. Bidder should submit a valid Industrial license issued by the GoI for manufacturing Bullet Resistant patka by its OEM/manufacturer along with the bid documents.
14.	<p><u>Make In India Certificate:</u></p> <p>The Firm/ Seller must submit <u>Self certified "Make in India Certificate"</u> along with Bid duly mentioning "Percentage of local content" with "Details of the location (Factory / Manufacturing Plant Address) at which the local value addition is made" (Appendix-'C') as per Ministry of Commerce and industry, DPIIT (Public Procurement Section) OM No. P-45021/2/2017-PP (BE-II) dated 16/09/2020 and 19/07/2024</p>
15.	<p><u>Liquidated Damages:-</u></p> <p>In case firm does not complete the supply within fixed Delivery Period, Liquidated Damages will be imposed/recovered a sum equivalent to 0.5 (half)% of the delivered price (including GST, freight and other charges) of the delayed Goods/Stores for each week of delay of part thereof until actual delivery of performance, subject to maximum deduction of 5% of total contract value, In case of inordinate delay (i.e. inexcusable delay of more than one-fourth (25%) of the total completion period shall be treated as inordinate delay) and maximum deduction shall be 10% of the total contract value. After which purchaser reserves the right to either extend further or cancel the contract as per Para 9.3.9 of Manual of Procurement of Goods Second Edition-2024</p>

16.	<p><u>Force Majeure Clause</u></p> <p>If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 14 Days from date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract. The contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.</p>
17.	<p><u>Defect Liability Clause:</u></p> <p>-</p> <p>In case of any defects in supply or manufacturing or not conforming to technical specifications, observed during survey at consignee location or later during the warranty period, the firm will be liable to replace the defective store at their cost within 30 days of giving written intimation.</p>
18.	<p><u>TERMINATION OF CONTRACT</u></p> <p>Time shall be the essence of the contract. The Purchaser shall have the right to terminate this Contract without any notice in part or in full in any of the following cases:-</p> <ol style="list-style-type: none"> The delivery of the material is delayed for causes not attributable to Force Majeure after the scheduled date of delivery. The Seller is declared bankrupt or becomes insolvent. The delivery material is delayed due to causes of Force Majeure by more than 90 days. In case Performance Security is not furnished within 30 days from the date of issuing of Contract.

19.	<p><u>Purchaser's Rights While Granting Any Extension In Delivery Period:</u></p> <p>- In cases where only a portion of the stores ordered is tendered for inspection at the fag-end of the delivery period and also in cases where inspection is not completed in respect of the portion of the stores tendered for inspection during the delivery period, the purchaser reserves the right to cancel the balance quantity not tendered for inspection within the delivery period fixed in the acceptance of tender at the risk and expense of the contractor without any further reference to him. If the stores tendered for inspection during or at the fag-end of the delivery period are not found acceptable after carrying out the inspection the purchaser is entitled to cancel the contract in respect of the same at the risk and expense of the contractor. If however, the stores tendered for inspection are found acceptable, the purchaser may grant an extension of the delivery period subject to the following conditions:-</p> <ul style="list-style-type: none"> (a) The purchaser has the right to recover from the firm (as specified under the Buyer Added Bid Specific ATC para (xiv) of the General conditions of Bid liquidated damages) on the stores which the contractor has failed to deliver within the delivery period fixed for delivery. (b) That no increase in price on account of any statutory increase in or fresh imposition of Custom Duty, Excise Duty, Sales Tax or on account of any other tax or duty leviable in respect of the stores specified in the acceptance of tender which takes place after the date of the delivery period stipulated in the acceptance of tender shall be admissible on such of the said stores as are delivered after the date of the delivery stipulated in the acceptance of Tender. (c) That notwithstanding any stipulation in the contract for increase in price of any other ground, no such increase which takes place after the date of the delivery stipulated in the acceptance of Tender shall be admissible on such of the said stores as are delivered after the expiry of the D/P stipulated in the acceptance of Tender. (d) But, nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Custom Duty. Excise Duty, Sales Tax or on account of any other tax or duty or on any other grounds as stipulated in the price variation clause which takes place after the expiry of the date of delivery stipulated in the acceptance of Tender.
20.	<p><u>Cartel Formation/Pool Rates/Bid Rigging/Collusive Bidding etc.:-</u></p> <p>As per Para 7.6.8 of Manual for Procurement of Goods-2024, quoting of pool rates/cartel formation, bid rigging/collusive bidding is against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices will be severely discouraged with strong measures. Suitable administrative action like rejection the offers, reporting the matter to Competition Commission of India, registering authority e.g. MSME/NSIC/GeM etc. will be initiated against such firms, on case to case basis, as decided by the competent authority. This Department will also bring such unhealthy practice to the notice of the concerned trade association like FICCI, ASSOCHAM, NSICetc requesting them, inter alia, to take suitable strong action against such firms. This Department may also encourage new firms to get themselves registered to break the monopolistic attitude of the firms giving pool rate/forming cartel and may also debar the tenderers indulging in cartel formation / collusive bidding / bid rigging for a period of two years from participation in the tenders in future.</p>
21.	<p><u>Patent and other industrial/intellectual property right</u></p> <p>The prices quoted in the present tender shall be deemed to include all amounts payable for the use of patents, copyright, registration charges, trademarks and payment for any other industrial property rights.</p> <p>The tenderer shall indemnify the Purchaser against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or the use. The tenderer shall be responsible for the completion of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.</p>

22.	<p><u>Consignees' Right Of Rejection</u></p> <p>Notwithstanding any approval which the Inspector may have given in respect of the stores or any part or portion thereof or any materials or other particulars of the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the contractor or the Inspector or under the direction of the Inspector) not withstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser to reject the stores or any part, portion or consignment thereof (i) within sixty days after actual delivery thereof to him at the place or destination specified in the schedule.</p>
23.	<p><u>Franking Clause:</u></p> <p>The following Franking clause will form part of the contract placed on successful bidder :</p> <p>a) Franking Clause in the case of Acceptance of Goods, "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms & conditions of the contract".</p> <p>b) Franking Clause in the case of Rejection of Goods, "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms & conditions of the contract".</p>
24.	<p><u>Subletting And subletting</u></p> <p>Subletting and subletting in any form will not be allowed.</p>
25.	<p><u>Denial Clause:-</u></p> <p>Any increase in statutory duties and/or upward rise in prices due to the PVC clause and /or any adverse fluctuation in foreign exchange are to be borne by the seller during the extended delivery period, while the purchaser reserves his right to get any benefit of a downward revisions in statutory duties.</p>
26.	<p><u>Provisions for Debarment of Suppliers:-</u></p> <p>As per Manual for procurement of goods second edition, 2024 para No. 3.7.1 registration of suppliers and their eligibility to participate in Procuring Entity's procurements is subject to compliance with the Code of Integrity for Public Procurement and satisfactory performance in contracts. Rule 151 of General Financial Rules (GFR), 2017 states the following regarding the 'Debarment from Bidding': -</p> <p>a) A bidder shall be debarred if he has been convicted of an offence-</p> <p style="padding-left: 40px;">(i) under the Prevention of Corruption Act, 1988, or</p> <p style="padding-left: 40px;">(ii) the Indian Penal Code 52 (IPC), 1860 or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.</p> <p>b) A bidder debarred under sub-section (a), or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.</p> <p>c) A procuring entity may debar a bidder or any of its successors from participating in any procurement process undertaken by it for a period not exceeding two years if it Determines that the bidder has breached the code of integrity.</p> <p>d) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment</p>

27.	QRs/TDs are sacrosanct. No query / representation on QRs/TDs shall be entertained.
28.	If any firm quotes zero/abnormally low rates, that Bid will be considered as non-responsive.
29.	Firm /Seller with conflict of interest will be disqualified.
30.	If OEM also participates in the Bid, then Bid from bidders will be ignored.
31.	Resultant contract will be interpreted as per Indian contract Law.
32.	Late bids shall not be considered.
33.	No conditional offer will be considered.
34.	Grievances and its Redressal will be addressed as per para 3.4 of Manual for procurement of goods second Edition, 2024.
35.	Frustration of Contract will be addressed as per para No. 9.8.4 of Manual for procurement of goods second edition, 2024.
36.	Limitation of Liabilities will be addressed as per Manual for procurement of goods second edition, 2024 para No. 9.8.5
37.	Authorized Dealers are required to submit Guaranty/Warranty of the stores being procured through the instant Bid from the OEM apart from submitting authorized dealership certificates from the OEM.

38.	All queries will be entertained through GeM portal window only, after publishing of GeM Bid, which will be examined by the Competent Authority & suitable reply will be sent to respective Firm. Amendment required, if any will also be issued. Thereafter, additional 07 days time will be given to the Firms to raise their queries through email after pre-Bid meeting. Other offline or online inquiries through phone & mail/e-mail or any other media will not be entertained.
39.	Additional terms & conditions will supersede corresponding General terms & conditions.
40.	Firm/Seller, which is an Original Equipment Manufacturer (OEM) of the offered store(s) / quoted product , has to submit details of its manufacturing unit as per Appendix- "A" along with the bid.
41.	<u>MSE Firm has to upload 'Udyam Certificate' against "MSE Category "under Buyer Required Documents Column, otherwise GeM portal may not give "Purchase Preference Option"</u>
42.	Firm /Seller has to submit Appendix - "A to E" and other necessary Documents / Certificates / Acceptance / Undertaking along with the bid.
43.	Firm /Seller'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.
44.	Firm will also submit details of non-local Items along with percentage along with proof from DGFT and RBI website during pre-Dispatch Inspection before the detailed Board of Officers.
45.	Any other relevant documents which firm wishes to submit.

APPENDIX- "A"

:- DETAILS OF MANUFACTURER:-

(to be submitted by the firm on the company letter head)

1. GeM Bid No. & Date _____ for the supply of _____

2. Name of the firm that owns the factories (Documentary):-

3.

A)	Office address :-
	Complete Address -
	City (State) - PIN Code -
	Telephone/Mobile No. -

	Email address -	
B)	Location of Manufacturing/Factory :-	
	Complete Address -	
	City (State) -	
	PIN code -	
	Email address -	

4. In case firm don't own the factory but utilize the factory of some other firm for the fabrication / manufacture of the stores for which you apply for registration on lease or other base you should furnish a valid legal agreement of the factory of _____ (Here indicate the name of the firm whose factory is being utilized) has been put at your disposal for the manufacture/fabrication of the stores for which registration has been applied for:-
5. Brief description of the factory (e.g. area covered accommodation, departments into which it is divided, laboratory etc.):-
6. Details of plant and machinery erected and functioning in each department (Monograms and descriptive pamphlets should be supplied if available):-
7. Details of investment in machinery/equipment of the plant and relevant certificates (If any to be submitted):-
8. Details and stocks or raw material held (state whether imported or indigenous) against each item:-
9. Production capacity of each item with the existing plant and machinery:
 - a) Normal (monthly manufacturing capacity)_____
 - b) Maximum (monthly manufacturing capacity)_____
10. Details of arrangements for quality control of products such as laboratory etc.
 - A) Details of Technical/supervisory staff in charge of production and quality control:-
 - B) Skilled labour employed:-
 - C) Unskilled labour employed:-
 - D) Maximum no. of workers (skilled and unskilled) employed on any day during the 18 months preceding the date of application:-

Remarks -I do hereby declare that all statement made mentioned above are true, complete and correct to the best of my knowledge and belief. In the event of information being found false or incorrect or ineligible being deducted before or after opening of tender or any stage of the procurement, my candidature will stand cancelled and my all claims for the purpose forfeited.

(Signature of the Authorized Bidder, with Official Seal)

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APPENDIX- "B"

Bid Security Declaration

(To be submitted by the firm on the Company Letter Head)

GeMBid No. _____ **Date:** _____

To,

The DG,
CRPF, Dte, General
CGO, Complex, Lodhi Road
New Delhi

Ref: Bid of _____

Sir,

I/We _____, the undersigned, solemnly declare that, we understand that according to the conditions of this tender documents, the TE /Bid must be supported by a Bid Securing Declaration in lieu of Bid Security (EMD). I/We unconditionally accept the conditions of this bid securing declaration.

I/We understand that we shall stand automatically suspended/ disqualified from being eligible for bidding in any tender in procuring organization for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we,

- (a) withdraw/ modify/ amend/ impair or derogate, in any respect, from this bid, within the bid validity;
- (b) or being notified within the bid validity of the acceptance of our bid by the procuring entity: -
 - (i) Fail or refuse to sign / execute the contract
 - (ii) Or refuse to or fail to produce the original documents for scrutiny or the required performance security within the stipulated time under the conditions of the tender document.

I/We understand that this Bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) the receipt by us of your notification of cancellation of the entire tender process or rejection of all bids or of the name of the successful bidder or
- 2) forty-five days after the expiration of the bid validity or any extension to it.

Yours Faithfully,

(Signature of the Authorized Bidder, with Official Seal)

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APPENDIX- "C"

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SELF DECLARATION CERTIFICATE REGARDING “MAKE IN INDIA” (MII)

In line with revised public procurement (preference to make in India)

[DPIIT (Public Procurement Section) OM No. P-45021/2/2017-PP (BE-II) Part-(4) Vol-II dated 19/07/2024]
(To be submitted by the firm on the Company Letter Head)

Tender/Bid No. _____ Dated _____

Name of Item / Store:: _____

Sub: Declaration of Minimum Local Content.

I/ We hereby certify that the Store(s) / Product(s) /item(s) offered by M/s.....
..... (Specify the name of the firm) has a **local content(Indigenous)** of..... % (s
pecify percentage) and this meets the local content requirement for..... (Specify ‘Class-I l
ocal supplier’ / ‘Class II local supplier’) as defined in Public Procurement (Preference to Make in India), Order
2017-Revision dated 16.09.2020 issued by DPIIT and subsequent order(s) as applicable on the date of submission
of tender

The details of the location(s) (Factory / Manufacturing Plant Address) **at which the**
local value addition is made, is (are) as follows:-

1. _____

2. _____

(Signature of the Authorized Bidder, with Official Seal)

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APPENDIX- "D"

Land Border Sharing Declaration

(To be submitted by the firm on the Company Letter Head)

In compliance of Ministry of Finance, Department of Expenditure, Public Procurement Division Order No.F.7/10/2021-PPD(1) Dated 23.02.2023.

Tender No. _____ Dated _____

Name of Item / Store:: _____

" I/we have read the clause pertaining to Ministry of Finance, Department of Expenditure's (DoE) Public Procurement Division Order No.F.7/10/2021-PPD(1) Dated 23.02.2023 regarding restrictions on procurement from a bidder of a country which shares a land border with India and

- a) I/we certify that this firm/bidder is not from such a country and eligible to be considered for this tender."**

OR

- b) I/we certify that this firm/bidder is from such country, has been registered with the competent authority and fulfils all requirements in this regard and is eligible to be considered."**
(Valid registration by the competent authority shall be attached)

(Strike off the portion not applicable)

Remarks:-

If the above certificate given by a bidder whose bid is accepted is found to be false, this would lead to immediate termination and further legal action in accordance with Law.

(Signature of the Authorized Bidder, with Official Seal)

APPENDIX- "E"

::CHECK LIST AND ACCEPTANCE::

(To be submitted by the firm on the Company Letter Head)

(Please **write Yes or No** in appropriate box and fill the answer correctly)

Sl. No	DETAILS	Write Yes/No
1)	Whether Firm is MSE .	
	i) If Yes, Udyam Certificate is uploaded against " MSE category " under buyer required documents column or not? (Note- If not uploaded against "MSE Category", GeM may not give "Purchase Preference Option).	
	(ii) Is firm a manufacturer of offered product under the MSE Category ?	
2)	Whether Firm is an Original Equipment Manufacturer of the Offered store (s) .	
	(i) If yes, Details of Manufacturer as Appendix-"A" is submitted or not.	
3)	Whether Firm is Authorized Re-seller .	
	(i) If yes, Authorization Certificate with Guarantee /warranty cover issued by OEM is submitted or not.	
4)	Whether Firm is Start-up .	
	(i) If yes, Start-up certificate issued by DIPP / DPIIT is submitted or not.	
5)	Earnest Money Deposit (EMD) is submitted (original) in tender box or not.	

	(i) Or submitted supporting documents for EMD waiver.	
	(ii) If documents have been submitted for EMD waiver, then <u>mention the name and details of such documents.</u>	
	(iii) If EMD exemption is claimed, whether firm has submitted Bid Declaration Certificate as per Appendix-"B" or not.	
6)	Have you read the entire terms and conditions of the tender documents including buyer added specific terms and conditions, annexure(s), schedule(s) etc. and unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety ?	
7)	Do you accept option clause of ATC?	
8)	Do you accept Guarantee/Warranty clause of BAS ATC?	
9)	Do you accept the Tender Sample clause of BAS ATC?	
10)	Do you accept the Field Trial/Technical evaluation clause of BAS ATC?	
11)	Do you accept Inspection clause of BAS ATC?	
12)	Do you accept Performance Security clause of BAS ATC?	
13)	Do you accept Liquidated Damages clause of BAS ATC?	
14)	Do you accept Force Majeure Clause of BAS ATC?	
15)	Do you accept Defect Liability Clause of BAS ATC?	
16)	Do you accept Termination of Contract clause of BAS ATC?	
17)	Do you accept Purchaser's Right clause of BAS ATC?	
18)	Do you accept the restriction of cartel formation clause of BAS ATC?	
19)	Do you accept Patent and other property rights clause of BAS ATC?	
20)	Do you accept consignee right of rejection clause of BAS ATC?	
21)	Do you accept franking clause of BAS ATC?	
22)	Do you accept Subletting and Assignment clause of BAS ATC?	
23)	Do you accept Denial clause of BAS ATC?	
24)	Do you accept Provisions for Debarment of supplier's clause of BAS ATC?	
25)	Do you accept Experience Criteria clause of BAS ATC?	
26)	Do you accept all terms & conditions of ATC of GeM bid?	
27)	"Average Annual Turnover Certificate" issued by CA duly <u>mentioning UDIN</u> for minimum Average Annual Turnover of the Bidder/OEM for last 3 year is submitted or not?	
28)	Copies of relevant Contracts / Supply Orders/ A/T of same or similar category i.e. as per bid terms mentioned in Buyer Added Specific ATC at SI No. 7 (ii) are submitted or not?	
29)	Copies of Proof of execution of supply / Contract i.e. CRAC / Tax Invoice (price may be hidden) etc of same or similar category i.e. as per bid terms mentioned in Buyer Added Specific ATC at SI No. 7(iii) are submitted or not?	

30)	"Make in India (MII) Certificate" duly mentioning "Percentage of local content" with "Details of the location (Factory / Manufacturing Plant Address) at which the local value addition is made" as per bid terms mentioned in Buyer Added Specific ATC at SI No. 15 / Appendix-"C" is submitted or not.	
31)	Copy of required certificates as per QRs/TDs as per bid terms mentioned in Buyer Added Specific ATC at SI No. 12 are submitted or not?	
32)	Undertaking for Shelf life as per bid terms mentioned in Buyer Added Specific ATC at SI No. 12 is submitted or not?	
33)	Undertaking that offered product meets all the required parameters as per bid terms mentioned in Buyer Added Specific ATC at SI No. 12 is submitted or not?	
34)	"Land border Sharing Declaration" as per Appendix-"D" is submitted or not?	
35)	"Check List And Acceptance" as per Appendix-'E' is checked & submitted or not?	
36)	Copy of License as per bid Term mentioned in Buyer Added Specific ATC at SI.No. 14 is submitted or not?	
37)	Firm's Declaration / undertaking that..... i) I / We / Firm have/has not submitted any false/forged/manipulated/misleading document in the instant TE or in any TE in the last three years. ii) Central/State Government Organization/PSU/ Public Listed Company has not found firm's documents to be fake / misleading in the last three years. iii) I / We / Firm am/are/is not insolvent/bankrupt, or subject to liquidation, court receivership or similar proceedings. iv) Contract of firm has not been terminated before completion of the contract due to their fault within the last three years. v) Firm (including partner firm) has not refused to accept the contract during bidding in the last three years. vi) Firm (including associate firms, partners, proprietors, directors) is not under debarment (blacklisted/banned/suspended etc.) by CRPF, GeM, MHA or other Ministry (in case debarment order is applicable across Ministries) on the date of TE opening.	
(Signature of the Authorized Bidder, with Official Seal)		

Disclaimer/अस्वीकरण

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.

4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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

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

---Thank You/धन्यवाद---