

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	23-05-2025 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	23-05-2025 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	digadmopsosa@crpf.gov.in
Total Quantity/कुल मात्रा	8453
Item Category/मद केटेगरी	Light Weight Sleeping Bag (Improved) - CAPF (V2) (Q2)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	200 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Certificate (Requested in ATC),OEM Annual Turnover,Additional Doc 1 (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	30 %

Bid Details/बिड विवरण	
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	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	18

(a). 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 & ACCTS) ODISHA SECTOR  
OFFICE OF THE IGP, ODISHA SECTOR HQR, CRPF, BHUBANESWAR, NAYAPALLI, DISTT-KHURDA, ODISHA-751011  
(Pukhraj Jaipal)

#### Reserved for Make In India products

Reserved for Make In India products	Yes
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#### Reserved for MSE

Reserved for MSE	Yes
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1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
2. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
3. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
4. Procurement under this bid is reserved for purchase from Micro and Small Enterprises having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal. If the bidder wants to avail themselves of the reservation benefit, 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 to participate in this bid. 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 based on documentary evidence submitted, while evaluating the bid. 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.
5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% 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

### **Light Weight Sleeping Bag (Improved) - CAPF (V2) ( 8453 pieces )**

**(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)**

#### **Technical Specifications/तकनीकी विशिष्टियाँ**

[\\* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
SPECIFICATION	<b>Technical Specification of the product</b>	Light Weight Sleeping Bag (Improved) - CAPF as per Revised QRs/Specification No. U.II-98(Spec)/2022-23- Prov-(L/W Sleeping Bag)- 14 dated 08.08.2022 issued by Director General CRPF, Block No. 1, CGO Complex, New Delhi - 110003 ( Specification uploaded for reference )
COLOUR	<b>Colour</b>	Olive Green
TEST REPORT	Availability of Test Report from Designated AHSP/ NABL/ ILAC accredited or Central Government Lab to prove conformity of products to the specification	Yes, No Or higher
	Test reports to be furnished to buyer on demand, if claimed to be available	Yes, Not Applicable
ADVANCE SAMPLE	Agree to provide Advance Sample(s) for buyer's approval before commencement of supply ( Applicable in case of orders placed against bid and not applicable in case of Direct Buying )	Yes

**Additional Specification Parameters - Light Weight Sleeping Bag (Improved) - CAPF (V2) ( 8453 pieces )**

Specification Parameter Name	Bid Requirement (Allowed Values)
TEST REPORT	i) Availability of Test Report from Designated AHSP/ NABL/ ILAC accredited or Central Government Lab to prove conformity of products to the specification:::Yes ii) Test reports to be furnished to buyer on demand, if claimed to be available:::Yes

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

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

Applicable Specification Document	<a href="#">View</a>
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**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	Rakesh Kumar Singh	232103,DIG GC CRPF, Chakia ,Chandauli, U.P Pin- 232103, Chandauli, 232103	300	90
2	Rajesh Kumar	190021,Group Centre CRPF, HUMHAMA Srinagar, J&K Pin- 190021	300	90
3	AJAY KUMAR SINGH	493441,Group Centre CRPF Raipur Vill-Bhilai, Tehsil-Arang, Distt- Raipur, Chhattisgarh - 493441	240	90
4	Sanjay Kumar	832106,GC, CRPF, Jamshedpur, Post Rakha Copper Project, Jadugoda, Distt- East Singhbhum, Jharkhand, Pin- 832106	1700	90
5	Sanjay Kumar Singh	768025,DIG GC CRPF Sambalpur Basantpur Goshala po-Kalamati Odisha-768025	716	90
6	Rajendra Prasad	228159,GC, CRPF, Trishundi, Amethi, U.P. Pin- 228159	70	90
7	Ravindra Bhagat	803303,Group Centre, CRPF, Mokamaghat, PO- Mokamaghat, Distt- Patna, Bihar, Pin- 803303	32	90
8	Anil Kumar	795113,Group Centre CRPF Imphal Langjing Imphal West Manipur-795113	359	90
9	Dharmendra Narain Lal	834004,GC CRPF RANCHI, CRPF, Ranchi, At-Sembo, P.O- Dhurwa, Ranchi, Jharkhand- 834004	379	90
10	Raj Kumar	495112,GC, CRPF, Bharni, Bilaspur Chhattisgarh, Pin- 495112	1557	90
11	Avinash Sharan	462045,Group Centre, CRPF, Bangarasia, Bhopal, Madhya Pradesh, Pin- 462045	538	90
12	Anupam Sharma	181123,Group Centre, CRPF, JAMMU, Jammu, J&K, Pin- 181123	60	90
13	Arvind Rai	134104,DIG, GC CRPF, PINJOR, PANCHKULA, HARYANA	300	90
14	Rakesh Kumar	842004,Group Centre, CRPF, Jhaphan, Muzaffarpur, P.O- Uma Nagar, Bihar, Pin- 842004	415	90

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
15	Bharat Bhushan Sethi	751011,Group Centre, CRPF, Bhubaneswar, Distt- Khurda, Odisha, Pin- 751011	842	90
16	Surinder Kumar	458441,GROUP CENTER CRPF NEEMUCH, MADHAYA PRADESH	245	90
17	Nadeem Ahmad Samdani	713214,GC CRPF, AMRABATI, DURGAPUR	400	90

## 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. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

### 3. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

### 4. Scope of Supply

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

### 5. Inspection

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:  
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

NITRA/TEXTILE COMMITTEE

Post Receipt Inspection at consignee site before acceptance of stores:  
BY LCR BOARD AT CONSIGNEE LOCATION

### 6. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

**7. Certificates**

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

**8. Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

**9. Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

**10. Sample Clause**

After award of contract – Successful Bidder shall have to get advance sample approved from buyer before bulk manufacturing / starting bulk supplies. Successful Bidder shall submit

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samples for Buyer's approval, within 21 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 21 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample – the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller.

Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

**11. Sample Clause**

For clothing and allied items, if pre-dispatch Inspection clause has been selected in the Bid, the Inspection Agency shall forward sample from the accepted lot duly identified/ sealed by it, as Reference Sample to each consignee (one reference sample per consignee) for comparing the lot received at consignee end with such reference sample. Such reference samples will be treated as part of supplied quantity from the lot and cost shall be borne by the Buyer.

**12. Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

IGP (ADM/OPS) ODISHA SECTOR HQR, CRPF, BHUBANESWAR, ODISHA-751011 SBI MAIN BRANCH, BHUBANESWAR, IFSC: SBIN0000041

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

**13. Financial Criteria**

**NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.

#### 14. Buyer Added Bid Specific ATC

##### Buyer Added text based ATC clauses

i)	Pre-Dispatch Inspection (PDI)	Pre-Dispatch Inspection is to be carried out only by <b>NITRA/Textile Committee</b> and cost of inspection charges to be borne by the seller. PDI will be carried out at firm's premises as per approved specification after giving 15 days advance notice through mail/letter by the buyer. If the store is found inferior and not confirms to specification during PDI, the entire consignment will be rejected at the cost, risk and freight of the supplier. <b>Lab testing agency which will conduct lab test of advance sample will get conducted PDI from the same lab (i.e. advance sample and PDI must be conducted by the same testing agency)</b> and to be sent to buyer along with lab report of PDI for bulk supply clearance. After clearance of buyer only the bulk supplies to be dispatched to the consignees.
ii)	Declaration of PDI	<p>Bidders are required to submit a declaration :-</p> <p style="text-align: center;"><u>DECLARATION FOR INSPECTION AGENCY (PDI)</u></p> <p style="text-align: center;">(On Firm's letter head)</p> <p>I, .....(Name &amp; Designation) of M/s. ....(Name of firm) hereby declare that, I have understood that as per bid documents at column "Inspection Required", it is mentioned "No" which is due to non-availability of name of the Inspection Agency at GeM System. I, understand that, in fact inspection is required and I have read the conditions mentioned in Bid Specific Additional Terms and Conditions (including Buyer Added text based ATC clauses &amp; Buyer uploaded ATC documents) and agree to get the stores inspected before dispatch (PDI) from <b>NITRA/Textile Committee</b> (Mechanical / chemical testing).</p> <p>Signature.....Name of firm M/s..... Designation..... (with seal &amp; stamp)</p>
iii)	Experience & Past Performance	In respect of the filter applied for experience criteria. OEM (themselves) should have regularly, manufactured and <b>supplied same or similar Category Products i.e Sleeping Bags, Groundsheet and Bed Mattresses only</b> to any Central/ State Govt. Organization/ PSU/ Public Listed Company for number of 03 (Three) financial years i.e, 2022-23,2023-24 & 2024-25 ending on 31st March as indicated above in the bid document before the bid opening date. Copies of relevant contracts 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.



iv)	Performance Statement	<p>Bidders are required to submit, Contract Copy, CRAC, Inspection note etc. in support of their Past performance/experience clause mentioned in bid document.</p> <p style="text-align: center;"><b>PERFORMANCE STATEMENT</b></p> <p style="text-align: center;">(On letter head of bidder)</p> <p>Name of Bidder: _____</p> <table><tr><th>Sl. No.</th><th>Organization which placed Purchase order to bidder. Mention Order No. &amp; Date</th><th>Item/Service name in detail</th><th>Qty</th><th>HSN CODE</th><th>Value in INR</th><th>CRAC/ Inspection Note No. and date</th></tr><tr><td>1</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>2</td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Sl. No.	Organization which placed Purchase order to bidder. Mention Order No. & Date	Item/Service name in detail	Qty	HSN CODE	Value in INR	CRAC/ Inspection Note No. and date	1							2						
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1																							
2																							
v)	Reserve for MSE	Bid item is reserved for purchase from MSE. Hence, Only OEM is allowed to participate in the bid.																					
vi)	VAR	Complete Vendor Assessment Report should be submitted for tendered product to prove OEM with bid documents, failing which offers shall be rejected at initial stage.																					
vii)	MII Certificate	OEM should submit MII certificate showing clear percentage of local contents with details of locations where this value addition is made.																					
viii)	Lab Test Report	Firm must ensure to furnish the required Lab Test certificate of "Light Weight Sleeping Bag (Improved)" as per MHA approved Revised QRs/ Specification circulated vide Dte. Genl CRPF, GOI, MHA U.O. No. No. U.II-98(Spec)/2022-23-Prov(L/W Sleeping Bag)-14 dated 08/08/2022 from <b>any Govt. approved Lab/NABL accredited Lab</b> comes under the Ministry of Govt. of India not older than 03 years from bid opening date meeting with all parameters of specification of bid item along with bid documents.																					
ix)	UDYAM Registration certificate	Firm should mandatorily submit complete UDYAM Registration Certificate duly incorporated name of goods with all connected Annexures of UDYAM registration certificate failing which their offer shall be liable to be ignored /rejected.																					

x)	ADVANCE SAMPLE CLAUSE	<p>In case of conflict or overlap with sample clause mentioned in bid document, following conditions will prevail over sample clause mentioned earlier .</p> <p>a) Successful bidder is required to submit advance sample of <b>03 nos</b> of goods free of cost to Office of the IG, Odisha Sector HQr, CRP F, Bhubaneswar, Nayapalli, Distt-Khurda, Pin-751011, Odisha within 21 Days of award of contract for approval by the purchaser.</p> <p>b) Supplier firm must submit Advance Samples along with Lab test report fully conform to all the parameters of the QRs/specification for Buyer's approval (date of lab test report of advance sample should be after the date of award of contract).</p> <p>c) Lab testing report of Advance sample of "Light Weight Sleeping Bag (Improved)" shall be done mandatorily from NITRA/Textile Committee lab and charges if any incurred towards the testing of advance sample will be borne by the supplier firm.</p> <p>d) All Advance Sample should be sealed with lab report as mentioned above and card affixed to it duly signed and stamped by the supplier firm indicating the following:-</p> <ul style="list-style-type: none"> <li>(i) Name and address of the firm.</li> <li>(ii) Contract No. with date.</li> <li>(iii) Name of item, item no. i.e. Model No. &amp; Size etc.</li> <li>(iv) Any other information, if required.</li> <li>(v) "While bidding, the sellers should take into account 21 days (As per sample clause-10) for advance sample submission and approval from the date of contract. Any delay in conducting approval beyond 21 days from the date of receipt of the sample, on first occasion only, shall be on the part of the buyer and shall be regularized without Liquidated Damages. Any time taken by buyer nominated Lab during advance sample/PDI will be on part of buyer (Para 9.3.3.3 (a) (i) of MFPoG-2024)".</li> </ul>
xi)	BIDDER'S Documents	<p>Bidder shall submit the following documents along with bid documents:-</p> <ul style="list-style-type: none"> <li>a) Copy of PAN Card in respect of proprietor mentioned in GST registration.</li> <li>b) Complete GST registration certificate with amendment if any.</li> <li>c) Copy of cancelled Cheque.</li> <li>d) Copy of EFT Mandate duly certified by Bank.</li> <li>e) Last 3 years Income Tax returns.</li> </ul>

xii)	AFFIDAVIT	<p>Declaration Certificate:- Inclusion of condition for undertaking for genuinely of documents , firm shall submit notarized affidavit on Rs. 100/-e-stamp paper that:-</p> <p>a) Firm have not submitted any fake/ forged /false/ misleading &amp; mis-represented documents to any Govt. department (including instant bid) in last 03 years.</p> <p>b) Certificate regarding Non-blacklisting/ Banned by any Govt. department for last 03 years. If undertaking/ Certificate found false then the firm will be blacklisted for 02 years.</p> <p>c) Seller will confirm in writing that they have not defaulted/ delayed for supplying ordered goods to any Govt. Dept in last 03 years and same to be submitted along with technical Bid.</p> <p>Above undertaking certificates are essential condition and failing which of fer of the firm is liable for rejection. Above undertaking certificate will be valid only on e-stamp paper. If, e-stamp paper facility is not available in the state and undertaking certificate is submitted on normal stamp paper, then same should be mentioned on normal stamp paper that e-stamp paper facility is not available in the state. Stamp Paper should not be older than Bid publishing Date and not after Bid End date otherwise bid will be rejected.</p>
xiii)	Trademark certificate & Registered brand	The Firm must participate with Registered brand on GeM Portal and documents in connecting with Trademark of same brand required to be submitted failing which the offer shall be rejected at initial stage. Trademark certificate should be for appropriate class as per TM classification-24.
xiv)	Undertaking-I	Bidder will upload a self declared certificate on its letter head stating that its firm has not been blacklisted by any Govt./PSU agencies during last three years and also not under liquidation/Court receivership/similar proceedings.
xv)	Undertaking-II	Firm should mandatorily submit an undertaking that they have not submitted any false/forged/manipulated /misleading documents in that instant bid i.e. GeM Bid No. ....dated .....
xvi)	Warranty/Guarantee	Bidder shall furnish a valid warranty certificate of OEM along with bid documents. Store supplied against specification shall be deemed to bear the warranty of supplier against defective design material, workmanship and performance for period of 01 years from the date of receipt of store at consignee end. And if during the specified period, the store supplied is found to be defective, the same shall be replaced immediately with serviceable store by the supplier at site free of any charges as may be decided by the purchasing officer, on recommendation of consignee/quality assurance authority.

xvii)	Cartel Formation/Pool Rates/Bid Rigging /Collusive Bidding	<p><b><u>Cartel Formation/Pool Rates/Bid Rigging/Collusive Bidding etc.</u></b></p> <p>As per Para 8.1.13 of Manual for Procurement of Goods 2022, 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 of 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. Ministries/Departments will also bring such unhealthy practice to the notice of the concerned trade association like FICCI, ASSOCHAM, NSIC etc requesting them, inter alia, to take suitable strong actions against such firms. The Ministries/Departments may also encourage new firms to get themselves registered to break the monopolistic attitude of the firms giving pool rate/forming cartel. Purchase may also debar the tenders indulging in cartel formation/collusive bidding/bid rigging for a period of two years from participation in the tenders of the purchaser.</p>
xviii)	Termination of contract clause.	<p>Time shall be 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"> <li>The delivery of the material is delayed for causes not attributable to Force Majeure after the scheduled date of delivery.</li> <li>The seller is declared bankrupt or become insolvent.</li> <li>The delivery material is delayed due to causes of Force Majeure be more than 60 days.</li> </ol> <p>In case Performance Bank Guarantee (e-PBG) is not furnished within 15 days from the date of issuing of contract/supply order, appropriate action will also be taken against the firm.</p>
xix)	Liquidated damages :-	<p>If the seller fails to deliver any or all of the goods / service within the original /re-fixed delivery period specified in the contract, the buyer will be entitled to deduct/recover the liquidated damages for the delay, unless covered under Force Majeure conditions aforesaid, @0.5% (Half) per cent of the prices of any portion of stores delivered late, for each week or part thereof of delay. The total damages shall not exceed 10 (Ten) per cent of the value of delayed goods as per Para- 9.7.10 of Manual for Procurement of Goods -2017.</p>
xx)	Documents of OEM	<p>If bidder is participating as OEM for item under procurement, then he has to submit following documents in support of manufacturing credentials.</p> <ol style="list-style-type: none"> <li>Latest UDHYAM certificate with NIC Code for same or similar category.</li> <li>Vendor assessment report clearly mentioning bidders as OEM for bid item with minimum MPC commensurate with bid quantity and delivery period for being L-1.</li> <li>Copy of valid factory license &amp; valid pollution certificate in claim of having own manufacturing facility for same address as mentioned in GEM vendor assessment report.</li> </ol>
xxi)	--	<p>One reference sample is required to be sent to each consignee after carrying out PDI by external inspection agency and duly tested from their labs should be stamped, labeled, marked, or sealed separately by the seller before dispatch of bulk supplies to the consignees for guidance to conduct Pre-Receipt Inspection/LCR by consignee. However, said sample will be taken into account of consignee while dispatching the final lot.</p>
xxii)	--	<p>Bidders are requested to go through the terms and conditions carefully and accordingly submit all the documents/certificates as called for in the bid, failing which their offer shall liable to be ignored/rejected.</p>

xxiii)	--	Representation/complaint will be dealt as per para 7.6.3 (i) of Good and Procurement Manual -2022 and as per instruction issued by CVC circular No. 12/09/20 dated 24/09/2020.
xxiv)	--	It is mandatory to mention bid number and date on all the documents / certificates otherwise bid will be rejected.
xxv)	--	All queries will be entertained through GeM portal window only. Other offline or online inquiries through phone or any other media will not be entertained.
xxvi)	--	Buyer has right to check any GeM Incidents raised against participating firms. If found suspended before opening of Financial Bid and Technical evaluation, Seller is liable to be ignored/rejected.
xxvii)	--	Back-loading of stores: In case a bidder did not back load the store, which was cancelled due to non completion of prescribed procedure viz. conduct of PDI etc. and stores were lying at various consignee locations since long. In that situation if supplier/seller does not lift the rejected goods within the stipulated time, a ground rent (say at 0.2% to 0.5% per day of the value of goods as per contract) will be charged. Further, if the supplier does not respond within the reasonable time, the procuring entity will treat the material as scrap and dispose it off as deemed fit, under intimation to the supplier to recover its dues.

## 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---**