

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	07-05-2025 10:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	07-05-2025 10:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	180 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Home Affairs
<b>Department Name/विभाग का नाम</b>	Central Armed Police Forces
<b>Organisation Name/संगठन का नाम</b>	Central Reserve Police Force (crpf)
<b>Office Name/कार्यालय का नाम</b>	Dte. Genl.
<b>क्रेता ईमेल/Buyer Email</b>	gcmkg@crpf.gov.in
<b>Total Quantity/कुल मात्रा</b>	46398
<b>Item Category/मद केटेगरी</b>	Cotton Terry Towel (MHA) (V2) (Q3)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	73 Lakh (s)
<b>OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)</b>	580 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	3 Year (s)
<b>MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है</b>	Yes
<b>Startup Exemption for Turnover/टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है</b>	Yes
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover *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

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Past Performance/विगत प्रदर्शन	50 %
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 (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	12

(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 GC CRPF MOKAMAGHAT  
Central Reserve Police Force (CRPF), Ministry of Home Affairs, Patna Bihar -803303  
(Ravindra Bhagat)

#### Reserved for Make In India products

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

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 {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 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. 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.
7. 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.
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 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

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

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

## Cotton Terry Towel (MHA) (V2) ( 46398 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
Specifications	<b>Governing technical specifications of the product</b>	Cotton Terry Towel as per QR/ specification prepared by Northern India Textile Research Association, Sector - 23, Raj Nagar, Gaziabad (UP) and approved by MHA vide letter No.U-II-25/2011- 12 Prov- (CoBRA) Dated: 11/02/2013

### 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	Thonglental Haokip	781023,Group Centre CRPF 9th mile PO- American District. Kamrup Assam-781023	2660	90
2	Vinay Kumar Singh	110072,Group Centre CRPF,Jharoda Kalan New Delhi- 110072	2002	90

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
3	Surinder Kumar	458441, GROUP CENTER CRPF NEEMUCH, MADHAYA PRADESH	61	90
4	Rajesh Kumar	190021, Group Centre CRPF, HUMHAMA Srinagar, J&K Pin- 190021	3761	90
5	AJAY KUMAR SINGH	493441, Group Centre CRPF Raipur Vill-Bhilai, Tehsil-Arang, Distt- Raipur, Chhattisgarh - 493441	1853	90
6	Ravindra Bhagat	803303, Group Centre, CRPF, Mokamaghat, PO- Mokamaghat, Distt- Patna, Bihar, Pin- 803303	1473	90
7	Raj Kumar Nigam	474001, Group Center CRPF, Gwalior, A.B. Road, Nayagaon, Panihaar, Gwalior, M.P, Pin- 474001	1647	90
8	Dharmendra Narain Lal	834004, GC CRPF RANCHI, CRPF, Ranchi, At-Sembo, P.O- Dhurwa, Ranchi, Jharkhand- 834004	3129	90
9	Raj Kumar	495112, GC, CRPF, Bharni, Bilaspur Chhattisgarh, Pin- 495112	11423	90
10	Mahendra Kumar Mishra	782480, Group Centre, CRPF, P.O.- Gautam Basti, Khatkhathi, Assam, Pin- 782480	2525	90
11	Avinash Sharan	462045, Group Centre, CRPF, Bangarasia, Bhopal, Madhya Pradesh, Pin- 462045	8853	90
12	Arvind Rai	134104, DIG, GC CRPF, PINJOR, PANCHKULA, HARYANA	3624	90
13	Rakesh Kumar	842004, Group Centre, CRPF, Jhaphan, Muzaffarpur, P.O- Uma Nagar, Bihar, Pin- 842004	3387	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. Certificates

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

## 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### **BUYER ADDED BID SPECIFIC ADDITIONAL TERMS AND CONDITIONS**

#### 1) **PRE-DISPATCH INSPECTION (PDI)**

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the SELLER): Before dispatch, the goods will be inspected by **(NITRA/TEXTILE COMMITTEE/MSME)** at Seller premises for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the "SELLER". For in house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through email about readiness of goods for pre dispatch inspection and Buyer will notify the Seller about the conveying of approval for External Inspection Agency. The goods would be dispatched to consignee only after clearance in pre dispatch inspection. **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).** Consignee's right of rejection as per GT C in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 15 days FOR INSPECTION from the date of email offering the goods for inspection. Any delay in conducting inspection beyond 15 days from the date of receipt of an email offering the goods for inspection shall be on the part of the buyer and shall be regularized without Liquidated Damages. Cost of inspection testing shall be factored in by the supplier in the cost of the product itself while submitting bid. Following are the tests that are required to be conducted during pre-dispatch inspection of "**Cotton Terry Towel**" as per MHA QRs/Specification".

2)

#### **DECLARATION OF INSPECTION AGENCY (PDI)**

(On Firm's letter head)

I, ..... (Name & 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 & Buyer uploaded ATC documents) and agree to get the stores inspected before dispatch (PDI) from **NITRA/TEXTILE COMMITTEE/MSME** (name of inspection agency) (Mechanical / chemical testing).

Signature.....

Name of firm M/s.....

Designation..... (with seal & stamp)

3) Bidders are required to submit, Contract Copy, CRAC, Inspection note etc. in support of Past performance, past experience clause mentioned in bid document.

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### **PERFORMANCE STATEMENT**

*(On letter head of bidder)*

Name of Bidder: \_\_\_\_\_

S. 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						

**NOTE: PLEASE READ PAST PERFORMANCE, EXPERIENCE TERMS AND CONDITION OF IBID GEM BID DOCUMENT.**

4) Bidder must submit following Certificated/Test Reports on the date of bid opening (to be uploaded with bid): Complete test report meeting all the required parameters are within tolerance limit is available as per approved QRs/Specification from any Government lab or NABL accredited Lab, not older than 03 years from bid opening date.

5) BIDDER should enclose complete UDYAM Registration Certificate with all connected annexure.

6) **Advance sample clause:** - In case of conflict or overlap with sample clause mentioned in bid document, following conditions will prevail over sample clause mentioned earlier.

- i) Successful bidder is required to submit advance sample (No. of consignee + 02) within 15 Days of award of contract for approval by the purchaser/ buyer free of cost.
- ii) Supplier firm must submit Advance Samples along with full Lab test report for Buyer's approval **(date of lab test report of advance sample should be after the date of award of contract).**
- iii) Lab testing report of Advance sample of Cotton terry towel colour sky blue shall be done mandatorily from **NITRA/TEXTILE COMMITTEE/MSME.**

- iv) Supplier firm should ensure that the Advance Sample to be submitted by them, fully conform to all the parameters of the QRs/specification. Lab test report in this regard should be endorsed with Advance Sample as mentioned above.
- v) Advance Sample should be sealed with lab test report as mentioned above and card affixed to it duly signed and stamped by the supplier firm indicating the following:-
  - (a) Name and address of the firm
  - (b) Contract No. with date
  - (c) Name of item, item no. i.e. Model no. & Size etc.
  - (d) Any other information, if required.
  - (e) Lab test charges, if any incurred towards testing of advance sample shall be borne by the supplier.

**vi.)** While bidding, the sellers should take into account 15 days for advance sample submission and approval from the date of contract. Any delay in conducting approval beyond 15 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)

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**CERTIFICATE**

(To be submitted on Rs. 100 non judicial E-Stamp Paper)

Above undertaking certificate is essential condition failing which offer of the firm is liable for rejection. Above undertaking certificate will be valid 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.

- 7) Bidder shall submit the following documents along with their bid for Vendor Code Creation:
  - a. Copy of PAN Card.
  - b. Copy of GSTIN.
  - c. Copy of Cancelled Cheque.
  - d. Copy of EFT Mandate duly certified by Bank.
  - e. Last 3 years Income Tax returns



8) Cartel Formation/Pool Rates/Bid Rigging/Collusive Bidding etc.

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 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.

9) The bidder should not be under liquidation, court receivership or similar proceedings should not be bankrupt. Bidders is required to upload undertaking to this effect with the bid.

10)

**C E R T I F I C A T E**

(To be submitted on Rs, 100/- (Rupees one hundred) only  
Non-Judicial Stamp Paper)

I, \_\_\_\_\_ (Name, designation & address) of  
the firm \_\_\_\_\_ Name & address of the register office) hereby declare that

- a) Our contracts have not been pre-maturely terminated before completion of contract due to our fault in last 3 financial years.
- b) Our firm (including allied firm) has not refused to accept contract during the bid validity in last 3 financial years
- c) Our firm not submitted any fake/forged/false/misleading documents previously to any Govt. department in last 03 years.
- d) Our firm (including allied 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 bid opening date. In case of default, EMD submitted by our / my firm will be forfeited.
- e) 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.

Signed by the within named

\_\_\_\_\_  
Insert the name of the executants (s) through the hand of

Mr, \_\_\_\_\_ duly authorized

signatory Dated this \_\_\_\_\_ day of \_\_\_\_\_

before me Notary accepted (Signature)\_\_\_\_\_

Name, title, and address of the Attorney)

11) Bidders are advised to check **applicable GST** on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actual or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

12) **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.

13) **FALL CLAUSE**- The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any person/Organization including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking of the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the contract is completed.

14) **Termination of contract**- Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

15) Terms and conditions of performance security, duties and taxes, integrity pact, Guarantee and warranty, consignee's right of rejection, payment terms, terms of delivery, liquidated damages, force majeure conditions, dispute resolution, Arbitration, termination for default, grounds for administrative action of seller, One bid per bidder etc clauses shall be as mentioned in GEM GTC.

**16) Buyer reserves the right to cancel/reject or scrap of subject tender at any stage without assigning any reason.**

17) All certificates/test reports required as per QRs/Specification of product and terms and condition of bid.

18) **Liquidated Damages** : If the seller fails to deliver any or all the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/rec over the Liquidated Damages for the delay, unless covered under Force Majeure conditions, **@0.5 % per week or part of the week** of delayed period as pre-estimated damages not exceeding 10 % of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

19) If bidder is participating as OEM for item under procurement, then he has to submit following documents in support of manufacturing credentials.

- a) Latest Udhyam certificate with NIC code for same or similar category.
- b) Vendor assessment report clearly mentioning bidders as OEM for bided item with minimum MPC commensurate with bid quantity and delivery period for being L-1.
- c) **Copy of valid factory license or valid pollution certificate** in claim of having own manufacturing facility for same address as mentioned in GEM vendor assessment report.

20) Bidder should participate with registered brand on GEM. **Trade Mark Certificate in support of brand name should be submitted under appropriate class of trade mark for the item under procurement.**

21) Experience and Past Performance for same or similar item such as Towel, Groundsheet and cotton fabric will be considered.

22) OEM should submit MII certificate showing clear percentage of local contents with details of locations where this value addition is made.

23) Bid is reserved for OEM only. Only OEM are allowed to participate.

24) 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. 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.

25) 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.

26) It is mandatory to mention bid number and date on all the documents / certificates otherwise bid will be rejected.

27) Participants are requested to submit only required documents in order to avoid unnecessary documents print/maintenance and smooth evaluation by the BOOs.

28) In case the supplier does not lift the rejected goods within the stipulated time, a ground rent (say at 0.2% to 05% per day of the value of goods as per contract). If the supplier does not respond within a 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.

29) Purchasers/ Buyers reserves the right to change the consignee and change the quantity of stores allowed to them as per requirement at any stage.

30.) Purchasers/ Buyers reserves the right to increase/ decrease the quantity of store at any stage in accordance with Rule -7.54 of Manual for Procurement of Goods-2017 (Updated upto June'2022).

31) Purchasers/ Buyers reserves the right to get the manufacturing capacity of all forms re-verified irrespective of the registration status.

32.) **BID SECURITY DECLARATION CERTIFICATE**

To

The CRPF, \_\_\_\_\_

Sir,

Tender No. \_\_\_\_\_ Date \_\_\_\_\_

Name of item/stores: \_\_\_\_\_

We, M/s \_\_\_\_\_

undertake that if we withdraw or modify our bid during the period of bid's validity or if we are awarded the contract and we fail to sign the contract or fail to submit a Performance Security Deposit as per terms and conditions of T/E as well as A/T before the deadline defined in bids documents, then we are liable to be suspended for the periods of 02 years from being eligible to participate and submit bids for the T/E or any contract with the procurement Entity (CRPF)

Yours faithfully

(Signature of the Authorised signatory of 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.

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 कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**