

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|---|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 15-05-2025 10:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 15-05-2025 10:30:00 |
| 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. |
| क्रेता ईमेल/Buyer Email | digactprvsaf@crpf.gov.in |
| Total Quantity/कुल मात्रा | 18914 |
| Item Category/मद केटेगरी | T - Shirt Round Neck Disruptive Pattern (MHA) (Q2) |
| 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 |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़ | Past Performance, 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 | 30 % |
| 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 |

| Bid Details/बिड विवरण | |
|---|-----------------------------|
| 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 |
|-------------------|----|

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 COBRA SEC.

Dte. Genl., Central Armed Police Forces, Central Reserve Police Force (CRPF), Ministry of Home Affairs
(Vinay Kumar Rai)

Reserved for Make In India products

| | |
|-------------------------------------|-----|
| Reserved for Make In India products | Yes |
|-------------------------------------|-----|

Reserved for MSE

| | |
|------------------|-----|
| Reserved for MSE | 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. 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. 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.
6. 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.
7. 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

T - Shirt Round Neck Disruptive Pattern (MHA) (18914 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 | Specification Name/विशिष्टि का नाम | Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य |
|----------------|---|---|
| SPECIFICATION | Technical Specification of the Product | T - Shirt Full Sleeve Round Neck Disruptive Pattern as per QRs/ specification approved by CRPF vide letter No. U.II-98(SPEC)/2020-21-PROV(T-SHIRT)-14 DATED : 30TH SEPTEMBER 2020 |
| SIZE | Sizes | Small (S), Medium (M), Large (L), Extra Large (XL), Double Extra Large (XXL) |
| COMPOSITION | Composition | 100% Cotton |
| PRINT/ COLOUR | Print/ Colour | CRPF (CoBRA) Disruptive Print |
| TEST REPORT | Availability of Test Report from NABL/ ILAC accredited or Central Government Lab to prove conformity of products to the specification | Yes |
| | Test reports to be furnished to buyer on demand, if claimed to be available | Yes |
| 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 - T - Shirt Round Neck Disruptive Pattern (MHA) (18914 pieces)

| Specification Parameter Name | Bid Requirement (Allowed Values) |
|------------------------------|--|
| Material | 100% Cotton |
| Colour | CoBRA print as per leatest QRs/Specification |

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

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

| | |
|-----------------------------------|----------------------|
| Applicable Specification Document | View |
|-----------------------------------|----------------------|

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 | Naresh Panwar | 824210,Commandant, 205 CoBRA BN, CRPF, Barwadi, PO- Barachatti, Dist- Gaya, Bihar, Pin- 824201 | 1850 | 90 |
| 2 | Vinay Kumar Rai | 110054,Office of the IGP, CoBRA Sector, Block No. 11, Old Secretariat Building, Civil Lines, Delhi-54 | 154 | 90 |
| 3 | Pushpendra Kumar | 441804,Commandant 206 Cobra Bn, Chitapur Bhandara, Maharashtra, Pin- 441804 | 2000 | 90 |
| 4 | Shashi Bhushan Singh Bist | 481115,Commandant 208 CoBRA Bn, Badgaon, Kirnapur, Balaghat M.P, Pin- 481115. | 2050 | 90 |
| 5 | Pawan Kumar Singh | 825405,Commandant 203 CoBRA Bn, CRPF, Jharkhand, Hazaribagh, Pin- 825405 | 1580 | 90 |
| 6 | D S Kathayat | 721147,Commandant, 207 CoBRA, CRPF, Salboni, Medinipur, West Bengal, Pin- 721147 | 2000 | 90 |
| 7 | Deepak Bhati | 835210,Commandant, 209 CoBRA Bn, Khnachi Vihar, Khunti, Jharkhand - 835210 | 1600 | 90 |
| 8 | Santosh Kumar Mall | 494001,Commandant 204 CoBRA Bn, CRPF, Karanpur, Jagdalpur, Chhattishgarh- 494001 | 1700 | 90 |
| 9 | Ashok Kumar | 784116,Commandant 210 CoBRA BN, CRPF, Dalgaon, Distt- Darrang, Assam- 784116 | 2000 | 90 |
| 10 | Amit Choudhary | 494001,Commandant 201 CoBRA Bn, CRPF, Karanpur, Jagdalpur, Bastar, Chhattishgarh -494001 | 2000 | 90 |
| 11 | AMIT KUMAR | 764036,Commandant 202 COBRA Bn, Sunabeda, Post- Rajput, Distt- Koraput, Odisha, Pin- 764036 | 1980 | 90 |

Special terms and conditions-Version:1 effective from 04-05-2020 for category T - Shirt Round Neck Disruptive Pattern (MHA)

1. After award of contract, when specified in the Bid, Seller shall have to get Advance Sample(s) approved by the Buyer before starting Bulk Supplies. The Seller shall submit the Advance Sample(s) within 7 days from the date of placement of the order. The buyer shall approve or otherwise the Advance Sample(s) within 7 days from the date of receipt of the Advance Sample(s).

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

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.

4. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

5. 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 15 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 7 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.

6. 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.

7. **Scope of Supply**

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

8. **Certificates**

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

9. **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.

10. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1- Pre-Dispatch Inspection: - Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the Seller): Before dispatch, the goods will be inspected by Buyer/ Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) 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 such testing, Seller will provide necessary facilities free of cost. Seller shall notify the buyer or Authorized Representative/Nominated External Inspection Agency through email about readiness of goods for pre-dispatch inspection . The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at this location shall in no way be limited or waived by reason of the goods having Previously been inspected , tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the good's shipment. While bidding, the sellers should take into account 7 days FOR INSPECTION from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularized without Liquidated Damages. Inspection and external laboratory testing charges shall be borne by the supplier and it shall not be reimbursed by Buyer to them at any point in time. 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: As per detailed parameters of QRs/ Specification confirming to Full Sleeves T-Shirt Round Neck CoBRA Pattern as per MHA approved QRs/Specification No. DG CRPF Letter no. U-II 98(Spec)/2020-21-Prov-(T-Shirt)-14 dated 30/09/2020 addendum to resived QRs/Specification of " T-Shirt Half Sleeves Round Neck Disruptive Pattern" approved vide DG CRPF letter no:- U-II-98 (Spec)/2017-18-Prov (T-Shirt) dated 07/12/2018 INSPECTION AGENCY: The inspection agency will conduct the inspection and submit the certificate to the supplier as well as the buyers and all consignees. The bidder will be solely responsible for quality assurance of stores including pre-dispatch inspection/ testing at manufacturer's site or at designated place by NITRA or TEXTILE COMMITTEE only .

2. As per Rule 175 of GFR 2017 any omission, suppression and non disclosure of the information by the bidder may lead to rejection of the bid. And as per the clause 5.1.4(IX) of the Manual for Procurement of Goods, 2022 & 2024, a bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring entity's interests. The bidder found to have a conflict of interest shall be disqualified.

3. The test report for Full Sleeves T-Shirt Round Neck CoBRA Pattern submitted by the bidder shall be tested as per as per MHA approved QRs/Specification No. DG CRPF Letter no. U-II 98(Spec)/2020-21-Prov-(T-Shirt)-14 dated 30/09/2020 addendum to resived QRs/Specification of " T-Shirt Half Sleeves Round Neck Disruptive Pattern" approved vide DG CRPF letter no:- U-II-98 (Spec)/2017-18-Prov (T-Shirt) dated 07/12/2018. Test report of half sleeves along with the bid will not be accepted and the bid of the bidder will be rejected.

4. Testing of Advance Sample: After award of contract, the successful Bidder shall tested the advance sample

ple within 15 days from any NABL accredited lab at their end and submit it for approval of CFA . On getting the clearance for bulk manufacturing the seller shall start the bulk manufacturing . Any delay in this the seller shall be responsible. However, Pre-Dispatch Inspection will be carried by NITRA or TEXTILE COMMITTEE only. The testing charges are to be borne by sellers.

5. Warranty period of minimum 01 year should be applicable as per GTC of GeM. OEM Warranty certificate must be submitted by successful bidder at the time of delivery of Goods.

6. Bidders are required to submit a notarized affidavit on Rs 100/- stamp paper that the firm/vendor has never submitted fake/forged document in Govt. department in the last three years. This Certificate should be provided after publication of bid.

7. As per para-7 of the General Terms and Conditions on GeM 4.0 (Version 1.10) dated 2nd May 2023, Performance Security must be submitted by the vendor to the Buyer within 15 days of the award of contract on the GeM. Delay in submission of performance security, may be treated as breach of contract and the procuring entity will be free to take ex-parte decision on the matter. No interest shall be payable on performance security or ePBG on any amount payable by the seller to the buyer.

8. No advance payment of any type shall be made by the procuring entity to the contractor.

9. Pre-dispatch inspection shall be carried by the seller in a one lot. Partial pre-dispatched inspection will not be accepted.

10. Brand of Product : Vendors must participate for Registered Brand on GeM. Documents in connection with Trademark of same brand required to be submitted with bid documents failing which bid shall be rejected at initial stage. Bid for unbranded/unregistered brand shall be liable to be ignored/ rejected.

11. Participating vendors should also submit certificate along with bid documents that the vendor has accepted all the terms and condition mentioned in the instant bid including the terms & condition mentioned in ATC.

12. **UNDERTAKING CERTIFICATE FOR CARTEL FORMATION:** - The bidder is required to submit an undertaking certificate during submission of bid that he is not a part of or not involved in cartel formation with other vendors and bidders for the supply of the goods bid for. He should also submit an undertaking certificate that he was not barred or blacklisted in the last two years. If any bidder/vendor does not submit the above undertaking certificate or conceals the above information, his bid will be rejected and steps will be taken for his blacklisting or debarment.

13. Liquidated Damages will be applicable as per Rule of Manual for Procurement of Goods-2024.

14. The buyer reserves the right to reject the entire supplied stores, even if only a part of the stores are found to be substandard, inferior and not meeting the QRs or any term or condition of the contract being breached.

15. 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.

16. **Fall Clause:** The following fall clause will form part of the contract placed on successful bidder:

a) 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 offers 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.

b) If, at any time, during the said period the seller reduces the sale price, sells or offers to sell such stores to any person/organization, including the buyer or any department of central Government or any Department of State Government or any Statutory undertaking of the central or state Government, as the case may be, at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or order of sale to the CoBRA HQ and the price payable under the contract for the stores of such reduction of sale offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to :

i- Exports by the seller.

ii- Sale of goods as original equipment at price lower than the price charged for normal replacement.

iii- Sale of goods such as drugs which have expiry date.

iv- Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned.

c) The seller shall furnish the following certificate to the paying Authority along with each bill for payment for supplies made against the Contract- " We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the CoBRA HQ under the contract herein and such stores have not been offered/sold by me/us to any person/organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the contract at price lower than the price charged to the CoBRA HQ.

17. Prospective bidder (MSE/OEM) may submit the Bid Security Declaration in prescribed form at instead of EMD.

18. Vendor shall supply the bided stores made of new materials. They will not use old or used or old recycled material in the manufacture of bided item.

19. In the goods supplied are rejected by the consignees or are received by the consignees in a damaged or defective conditions, it shall be the responsibility of the vendor to back-load them immediately. In case of defective or damage or rejected goods/stores are not back-loaded by the vendor within the time stipulated by the buyer, the buyer can treat them as scrap and dispose them of and in that case, vendor shall have no claims over the stores or any compensation etc over them.

20. The bidder is required to upload all relevant certificates as prescribed in the Product Specification given in the bid document along with the bid.

21. **RISK PURCHASE CLAUSE:** If the successful tenderer fails to supply material within the stipulated delivery date or material supplied other than specification specified in our bid, Buyer reserves the right to terminate contract for that items, forfeiture of security deposit and at the cost liable to the seller. Any extra cost incurred in the procurement of the material from alternative source will be recovered from the security deposit/ bank guarantee and pending bills of existing firm and if the value of the materials under risk purchase exceeds the amount of security deposit / or bank guarantee and pending bills the same may be recovered, if necessary, by due legal process.

22- Startups & MSE vendors will be exempted from the prior turnover criteria & prior experience only.

24- **Past Performance:- (mandatory for all bidders)** The bidder should have supplied same or similar category product minimum 30% of bid quantity in at least one of the last three financial years before the bid opening date to Central/State Govt Organization/PSU/Public Listed Company. Copies of relevant documents such as Contract Order and CRAC/Receipt Note etc. 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.

25:- Any amendment on the tender documents after opening the bid will not be considered at any cost.

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11. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

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 कार्यवाही का आधार होगा।

---Thank You/धन्यवाद---