

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	03-06-2025 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	03-06-2025 17:30:00
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	procellnes@crpf.gov.in
Total Quantity/कुल मात्रा	3545
Item Category/मद केटेगरी	Rucksack (30 Ltrs Capacity) (V2) (Q2)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	210 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/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	Experience Criteria,Past Performance,Certificate (Requested in ATC),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
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	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	7000000
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).	14

(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 :

Commandant  
NES HQr, Central Armed Police Forces, Central Reserve Police Force (CRPF), Ministry of Home Affairs  
(Manoj Kumar Sharma)

#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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#### Reserved for MSE

1. 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.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.  
[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
5. 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.
6. 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.
7. 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.
8. 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

### **Rucksack (30 Ltrs Capacity) (V2) ( 3545 pieces )**

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

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

\* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

<b>Specification</b>	<b>Specification Name/विशिष्टि का नाम</b>	<b>Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य</b>
Specification	<b>Technical Specification of the Product</b>	Conforming to QR/specification as approved by MHA vide their letter No.U.II.1/ 2012-13- Prov-Clo Dt 28-1-2013
Advance Sample	Agree to provide Advance Sample(s) for buyer's approval before commencement of supply	Yes
Test Report	Availability of Test Reports from Designated AHSP/ NABL/ ILAC accredited or Central Government Labs to prove the conformity of products to the specification	Yes
	Test reports to be furnished to the buyer on demand, if claimed to be available	Yes

#### **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	Rajendra Kumar	791111,Commandant 138 Bn, CRPF, Sinkiview, Itanagar, Papum Pare, Arunachal Pradesh, Pin- 791111	239	90
2	Rajiv Kumar Jha	781017,Commandant 175 Bn, CRPF, Rani Industrial area, Rani, Kamrup, Assam, pin- 781017	429	90
3	Yatindra Nath Rai	781020,I.O.C. Complex, SEC-III, Noonmati, Guwahati(Assam)	343	90
4	Bruno A	788009,Commandant 147 Bn, CRPF, Kashipur, P.O- Rongpur, Silchar, Distt- Cachar, Assam, Pin- 788009	650	90
5	Devnath Somkunwar	797001,Commandant 78 Bn, CRPF, Zubza, Kohima, Nagaland, Pin- 797001	544	90
6	Pfusazo Epao	781316,Commandant 10 Bn, CRPF, BTC, Howly, Barpeta, Assam- 781316	191	90
7	Harpal Singh	788030,Group Centre, CRPF, Udarband, Dayapur, Silchar, Assam, Pin- 788030	535	90
8	Thonglental Haokip	781023,Group Centre CRPF 9th mile PO- American District. Kamrup Assam-781023	269	90
9	Sunil Kumar Savita	793001,67 BN CRPF, Polo Ground East Khasi Hills Shillong Meghalaya-793001	345	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. **Scope of Supply**

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

### 4. **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.

### 5. **Certificates**

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

### 6. **Generic**

**Shelf Life:** The Product/Spare parts to be supplied as part of the services must have minimum

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Shelf Life. On the date of supply, minimum

1

usable shelf life should be available / balance.

### 7. **Certificates**

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

Complete test report meeting all the required parameters within tolerance limit is available as per approved QRs/Specifications from any Government lab or NABL accredited lab, not older than 03 years from the bid opening date.

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### 8. **Warranty**

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

### 9. **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 15 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.

## 10. 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.

## 11. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

The Commandant NES HQr  
payable at

State Bank of India, Polo Bazar, Shillong, Meghalaya

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

## 12. Past Project Experience

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

## 13. 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:  
OWN BOARD OF OFFICER

## 14. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

## 15. Financial Criteria

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

## 16. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### **Buyer Added text based ATC clauses**

- i) This Bid is reserved only for OEMs. Non OEM firms, Resellers, Distributor firms etc. are not eligible for participation in this bid.

- ii) NSIC Registration Certificate/Vendor Assessment Report & MSME Udyam Certificate of the same product i.e. **Rucksack** must upload alongwith bid.
- iii) Bid security declaration should be attached (proforma given below) alongwith bid documents else liable for rejection.

#### **BID SECURITY DECLARATION CERTIFICATE**

To,

The Inspector General,  
NES HQR, CRPF, Shillong,  
Stony Heaven, Bishop Cotton Road,  
  
Meghalaya- 793001 Sir,

Tender/Bid No.....Dated..... Name of the Items/Stores :  
**Rucksack (30 Ltr. Capacity)** 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 period of 02 years from being eligible to participate and submit bids for the T/E or any Contract with Procurement Entity (CRPF).

**Yours Faithfully**

**(Signature of the Authorised Signatory of Bidder, with Official Seal)**

- iv) 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** at Seller premises for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency (**NITRA/Textile Committee**) 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 (**NITRA/Textile Committee**). The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per Terms & Conditions 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 (**NITRA/Textile Committee**) 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 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 **"Rucksack (30 Ltr. Capacity) as approved QRs/Specification by MHA vide their letter No.U.II.1/ 2012-13-Proc-Cl o Dt 28-1-2013.**

#### **DECLARATION FOR 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** (Mechanical/Chemical testing).

Signature \_\_\_\_\_

Name of the firm \_\_\_\_\_

Designation \_\_\_\_\_

(with seal & stamp)

v) A self undertaking certificate must be uploaded alongwith bid documents in Bidders Official letter head regarding acceptance of GeM LD Clause & Arbitration Clause.

vi) **LD Charges:-** If the seller fails to deliver any or all of the goods/services within the original/re-fixed delivery period (s) 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- 9.3.9 of manual of procurement of goods-second edition 2024. A self undertaking certificate must be uploaded alongwith bid documents in the bidders official letter head regarding acceptance of GeM L.D. Clause.

vii) Same or Similar Category Product :-To fulfill Experience Criteria and Past Performance Criteria, Rucksack (30 Ltr. Capacity) should be supplied some quantity at least one of the last three financial years i.e. 2022-23, 2023-24 & 2024-25 also Haversack/Pack 08/Kit Bag and all type of Rucksack Bag only be accepted as same or similar category product.

viii) Bidder should submit a certificate abiding Code of Integrity for Public Procurement (CIPP) (Rule-175 of GFR 2017 & Rule-3.2 of Manual for Procurement of Goods-second edition 2024) in firm's letter head alongwith bid documents, else liable for rejection/disqualification for further proceedings.

**ix) Price Fall Clause Certificate.**

a) Bidder must upload a undertaking certificate (as part of Fall Clause) that they have not sell and will not sell the same item at prices lower than the bid price.

"I/We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government 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 Office of Central Reserve Police Force or any Central Reserve Police Force Undertaking as the case may be, up to the date of bill, at a price lower than the price charged to the Government under the contract."

Signature \_\_\_\_\_

Name of the firm \_\_\_\_\_

Designation \_\_\_\_\_

(with seal & stamp)

- x) Annual GST Returns of the last 03 financial years (i.e. 2021-22, 2022-23 & 2023-24) must be uploaded with the bid else liable for rejection.
- xi) No unwarranted documents be uploaded in the bid documents. Please upload only required documents in single copy to avoid wastage of time, energy and stationery.
- xii) After award of contract- Successful Bidder shall have to get advance sample approved from buyer before bulk manufacturing / starting bulk supplies. The successful bidder (L-1 firm) must submit the valid Lab Test Report from **NITRA/Textile Committee** along with advance sample for the approval of sample.
- xiii) OEM should submit an undertaking that business dealings with its firm have not been banned by any Min/Deptt. Of Supply/Min. of Home Affairs during the currency of Bid.
- xiv) OEM 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) OEM must supply of Rucksack (30 Ltr. Capacity) as approved QRs/Specification by MHA vide their letter No.U.II.1/ 2012-13-Prov-Clo Dt 28-1-2013. Also a undertaking certificate must be upload alongwith bid document for acceptance of the condition.**
- xvi) PURCHASER DISCRETION :-**
  - (a) Purchaser reserves the right to change the consignee and change the quantity of store allowed to them as per requirement at any stage.
  - (b) Purchaser reserves the right to cancel/reject or Scrap the tender without assigning any reason.
  - (c) Purchaser reserves the right to increase/decrease the quantity of store at any stage in accordance with Rule 7.6.4 of Manual for Procurement of goods-second edition 2024.
  - (d) Purchaser reserves the right to get the manufacturing capacity of all firms reverified irrespective of the registration.
- xvii) OEM must upload Factory License to prove that the bidder is OEM, be submitted alongwith bid documents.
- xviii) OEM should submit a MII certificate showing clear percentage of local contents with details of locations where this value addition is made alongwith bid documents.
- xix) OEM are required to furnish an undertaking alongwith bid documents that their offered product is meeting all the required parameters & drawing of QRs/Specification specified in the bid.

**xx) TERMINATION OF CONTRACT :**

**Time shall be the essence of the contract. The purchaser shall have the right to terminate this Contract without any notice in part or in full in any of the following cases :**

- a) The delivery of the material is delayed for causes not attributable to Force Majeure after the scheduled date of delivery.
- b) The Seller is declared bankrupt or becomes insolvent.
- c) The delivery material is delayed due to causes of Force Majeure by more than 90 days.
- d) In case Performance Bank Guarantee (PBG) is not furnished within 15 days from the date of issue of contract order.

**xxi) Performance Bank Guarantee:** Successful bidder/supplier firm has required to deposit Performance Bank Guarantee (PBG) and that will remain valid 02 months after Guarantee / Warrantee from the date of delivery of the last consignment of said goods to the purchaser.

**xxii) OEM** are required to submit, Contract copy, CRAC, Inspection note etc. in support of Past Performance and experience clause mentioned in the bid documents.

**xxiii) Back-loading of store:-** 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 may treat the material as scrap and dispose it off as deemed fit, under intimation to the supplier, to recover its dues.

**xxiv) Exemption to Start-ups in past performance criteria:-** Since Start-ups have been given relaxation in "Experience Criteria", they are also exempted from meeting the "Past performance" criteria in the instant bid process.

**xxv) Cartel Formation/Bid Rigging:-** The bidder(s) should submit an undertaking on their letter head that they will not indulge in cartel formation/anti-competitive practices as per provisions mentioned at Para-7.6.8 of Manual for Procurement of Goods, Second Edition-2024. Further, Purchaser reserves the rights to take appropriate action against the bidders/tenderers found to be involved/indulged in Cartel Formation/Anti-Competitive practices as per provisions specified in Manual for Procurement of Goods, Second Edition-2024.

**Performance statement**

**(On letter head of bidder)**

**Name of bidder .....**

SL No	Organization which placed purchase order to bidder mention order No. & date	Items/Service name in details	Quantity	HSN Code	Value in INR	CRAC/Inspection Note/Installation certificate No. & date
01						
02						

## 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---**