

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	23-05-2025 11:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	23-05-2025 11:30:00
<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>	mnpsqqs@crpf.gov.in
<b>Total Quantity/कुल मात्रा</b>	2376
<b>Item Category/मद केटेगरी</b>	coat combat disruptive detachable lining (Q2)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	15 Lakh (s)
<b>OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)</b>	62 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 Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and 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,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
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
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	4 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	NITRA -Ghaziabad
Quality Assurance Plan document	<a href="#">1743828539.pdf</a>
Estimated Bid Value/अनुमानित बिड मूल्य	6237000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	187110

#### 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).	14

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service

Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

#### Beneficiary/लाभार्थी :

IG

Office of the IG, M&N Sector, CRPF Imphal, Manipur

(Rajendra Narayan Dash)

#### MII Purchase Preference/एमआईआई खरीद वरीयता

<div>MII Purchase Preference/एमआईआई खरीद वरीयता</div>	<div>Yes</div>
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

<div>MSE Purchase Preference/एमएसई खरीद वरीयता</div>	<div>Yes</div>
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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. 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.
3. 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.
4. 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.
5. 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.

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

7. 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.

8. 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.

#### **9. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives**

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

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

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

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

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

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

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

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

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

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:

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

### **Coat Combat Disruptive Detachable Lining ( 2376 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 केटेगरी 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>Governing Specification</b>	Coat Combat Disruptive Detachable Lining as per Provisional Specification No.S/ 2594/ CCD Army Logo/ TC-15 ( a ), except Indian Army Logo. (Specification issued by Controller, Controllerate of Quality Assurance, Textiles and clothing, Kanpur)
SIZE	<b>Size</b>	Assorted sizes (Small, Medium, Large and Extra Large ) as per buyer's requirements
COLOUR AND PRINT	<b>Disruptive Pattern/ Colour (Without Army Logo) of Fabric Twill Weave Polyester and Cotton 67:33 WR 290GSM shall be as per DDO's / Indentor's requirement</b>	Yes
TEST REPORT	Availability of Test Report from NABL/ ILAC accredited or Central Government Lab to prove conformity of products to the specification.	Yes

Specification	Specification Name/विशिष्ट का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	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

**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	S.A.Rojan Zimik	795002,Commandant 69 Bn, CRPF, Mantripukhri, Imphal, Manipur, Pin- 795002.	411	90
2	TAPAN KUMAR	795116,Commandant 87 BN, CRPF, Jiribam, Manipur	742	90
3	Anil Kumar	795113,Group Centre CRPF Imphal Langjing Imphal West Manipur-795113	413	90
4	Brijesh Kumar	795003,Commandant 109 Bn, CRPF, Mongsangei, P.O- Canchipur, Imphal-West, Manipur- 795003	429	90
5	Manish Kumar Sachar	797001,Ops Range, CRPF, Kohima, Nagaland- 797001	19	90
6	Saurabh Kumar Choudhary	795004,Commandant 86 Bn, CRPF, Lamphelpat, Post-Lamphel, Dist- Imphal (West), Manipur, Pin- 795004	12	90
7	Ravinder Sharma	795004,143 BN, CRPF, LAMPHELPAT, NEAR DC OFFICE, IMPHAL WEST, MANIPUR	350	90

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

## 1. **Generic**

**OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

## 2. **Generic**

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

## 3. **Generic**

**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 3 years 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 year. In case of bunch bids, the primary product having highest value should meet this criterion.

## 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. **Scope of Supply**

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

## 6. **Turnover**

**Bidder Turn Over Criteria:** 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 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.

## 7. **Turnover**

**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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

## 8. **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):

Post Receipt Inspection at consignee site before acceptance of stores:  
By Board of Officers

#### 9. **Certificates**

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

#### 10. **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.

#### 11. **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.

#### 12. **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.

#### 13. **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.

#### 14. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of



IG M&N Sector, CRPF  
payable at  
State Bank of India

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 15. 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

IG M&N Sector, CRPF  
payable at  
State Bank of India

. 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.

#### 16. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Buyer Added text based ATC clauses.

##### 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** 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.

Consignee's right of rejection as per GTC 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 "( Coat Combat Disruptive, Detachable Lining- QRs/Specification as per Provisional Specification No. S/ 2594/ CCD Army Logo/TC-15 ( a ), except Indian Army Logo. (Specification issued by Controller, Controllerate of Quality Assurance, Textiles and clothing, Kanpur) and Colour/Shade/Disruptive print pattern- as per CRPF new colour shade, design pattern and disruptive digital print pattern as per QRs/Specification issued by Prov Dte. vide their letter no. U.II- 98(Spec)/2022-23-Prov-(Dis/Pattern)-14 dated 04/07/2023 (available on CRPF web site).

##### 2. PRE-DISPATCH INSPECTION (PDI)

(as per Prov Dte sig No. U.II.98(GeM Instn)/2019-20-Prov-DAGeM dated- 11/05/2021) : Declaration in prescribed format to be attached with the bid by the bidder as under:-

##### **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 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 (**Last 03 Financial Years i.e., 2022-23, 2023-24 & 2024-25**) clause mentioned in bid document.

### 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.						

Note:- i) **Please read Past performance, Experience terms and condition of ibid GEM Bid document.**

ii) **Same or similar items:- All type of Coats and Jackets.**

### 4. Advance Sample:-

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 of Coat Combat Disruptive, Detachable Lining (as per new CRPF colour, Shade, disruptive digital print pattern)- 03 Nos free of cost to ( IG, M&N Sector, CRPF Langjing, Imphal, Manipur - 795113) within 15 Days of award of contract for approval by the purchaser.

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 (Coat Combat Disruptive, Detachable Lining (as per new CRPF colour, Shade, disruptive digital print pattern) shall be done mandatorily from any Govt. Lab or NABL.

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). All Advance Sample should be sealed with complete lab 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.

5. GSTIN Certificate of Bidder/OEM should be completed in all respect as per CGST Act-2017 and CGST Rule-2017 and Bidder shall submit the following documents along with their bid:-

a. Copy of PAN Card, Copy of GSTIN completed in all respect along with Annexure A & B.

c. Copy of Cancelled Cheque.

d. Copy of EFT Mandate duly certified by Bank.

## 6. Cartel Formation/Pool Rates/Bid Rigging/Collusive Bidding etc.

As per Para 8.1.13 of Manual for Procurement of Goods 2024, quoting of pool rates/cartel formation, bid rigging/collusive bidding is against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices will be severely discouraged with strong measures. Suitable administrative action like rejection the offers, reporting the matter to Competition Commission of India, registering authority e.g. MSME/NSIC/GeM etc. will be initiated against such firms, on case to case basis, as decided by the competent authority. 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.

## 7. Undertaking:-

(To be submitted on Rs. 100 {Rupees (INR) 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 FY.
- b) Our firm (including allied firm) has not refused to accept contract during the bid validity in last 3 FY.
- c) 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.

## **SIGNATURE**

8. The bidders should not be under liquidation, court receivership or similar proceedings should not be bankrupt. Bidder is required to upload undertaking to this effect with the bid.

9. The OEM must participate with Registered Brand on GeM portal and documents in connection with Trademark of same brand should be submitted with bid documents. Trademark Certificate should for appropriate Class as per TM Classification.

10. OEM should submit Make In India Certificate showing clear percentage of local contents with details of locations where this value addition is made.

## 11. **WARRANTY UNDERTAKING:**

Store supplied against specification shall be deemed to bear the warranty of supplier against defective design material, workmanship and performance for period of 01 (One) years from the date of receipt of store at consignee end and if during

the specified period, the store supplied is found to be defective, the same shall be replaced immediately w

ith serviceable store by the supplier at site free of any charges as may be decided by the purchasing office r, on recommendation of consignee /Quality Assurance Authority. Bidders / **OEMs should submit Warranty undertaking on their letter head.**

## 12. Franking Clause:-

The following Franking clause will form part of the contract placed on successful bidder:-

a) Franking Clause in the case of Acceptance of Goods, "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms & conditions of the contract".

b) Franking Clause in the case of Rejection of Goods. "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods can be rejected without prejudice to the rights of the Buyer under the terms & conditions of the contract".

## 13. 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 (Supply Order).

14. Bidders have to submit 'Bid Declaration Certificate' in the following format in lieu of Earnest Money Deposit alongwith bid documents.

### **BID SECURITY DECLARATION CERTIFICATE**

(As per GoI MoF DoE PPD OM No. F.9/4/2020-PPD dated- 12/11/2020)

To,

The IGP, M&N Sector, CRPF, Imphal

Sir,

Bid No. .... Dated.....

Name of Items/Stores: **Coat Combat disruptive detachable lining as per NEW DIGITAL PATERN OF CRPF.**

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 bid documents, then we are liable to be suspended for the period of 02 years from being eligible to participate and submit bid for the T/E or any contract with the Procurement Entity (CRPF).

Yours Faithfully

(Signature of the Authorized signatory of Bidder with official seal)

#### 15. Liquidated Damages:

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) percent of the prices of any portion of stores delivered late, for each week or part thereof of delay. The total damages shall not exceed 10 (Ten) per cent of the value of delayed goods as per Para- 9.7.10 of Manual for Procurement of Goods- 2024.

#### 16. Force Majeure Conditions:-

If at any time, during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God ( but not including negligence or wrongdoing, predictable/seasonal rain ) provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may wish with the concurrence of the Buyer elect to retain.

17. Delivery period of supply of items would be applicable from the contract date on GeM. Please note that contract can be cancelled unilaterally by the buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the buyer with applicability of LD clause.

18. The OEM should submit a certificate of abiding by Code of Integrity for Public Procurement (CIPP) (Rule 175 of GFR 2017 & Rule 3.2 of Manual for Procurement of Goods 2017) in firm's letter head along with bid documents, else liable for rejection/ disqualification for further proceedings.

19. Bidder should be the Original Equipment Manufacturer (OEMs) only. Hence, OEM Certificate shall be submitted along with the bid as per format given below :-

#### **Original Equipment Manufacturer Certificate**

(On Firm's letter head)

To,

The IGP,  
M&N Sector, Imphal  
Manipur – 795113

Sir,

GeM Bid No..... dated .....

With reference to the bid above, I/We, M/s..... hereby declared that we are manufacturer of the above stores as per bid specification for which bid is invited. Production of this bid item is done at our own factory. All manufacturing & testing equipment are installed in our factory are owned by us.

Udyam Registration Number	
Udyog Aadhaar Memorandum Number	

Bid item as per Udyog Aadhaar registration Certificate

Sl.No.	NIC 2 digit	NIC 4 digit	NIC 5 digit code	Activity type

Enclosure:- (a) Udyam registration certificate with all connected annexure.

(b) Udyog aadhaar memorandum certificate.

Signature.....

Name of firm M/s.....

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

20. MSME:- The OEM must submitted MSME Certificate along with bid.

21. A self-undertaking certificate must be uploaded along with bid documents in Bidders Official letter head regarding acceptance of GeM LD Clause & Arbitration Clause.

22. The bidder or OEM should submit Certificate regarding non-blacklisting of firm on Rs.100/- stamp paper duly stamped and notary attested.

23. Bidder must submit following Certificates/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.

24. To be eligible for award of contract, bidder / OEM must possess following other certificate as per prescribed in the product specification given in the bid documents on the date of bid opening ( to be uploaded with bid)

(i) Terms and conditions including ATC acceptance certificate ( on firm letter head)

(ii) Bidder financial standing certificate ( on firm's letter head)

25. Delivery period will be re-fixed from the date of approval of Advance Sample.

26. Participated Firms will ensure to submit "Undertaking for genuineness of documents"

27. Bids received after the specified date and time of receipt should not be considered. (Rule 202 of GFR 2017).

28. The bid can be cancelled at any time without informing any reasons.

29. No unwarranted documents be uploaded in the bid documents. Please upload only required documents in single copy to avoid wastage of time, energy and stationary.

30. NSIC/VAR Certificate also submitted along with bid.

**NOTE:- Coat Combat Disruptive, Detachable Lining (as per new CRPF colour print/Disruptive pattern required to be supplied in various sizes i.e. Small, Medium, Large and Extra Large and Consignee wise size wise details will be intimated to L1 bidder at the time of bulk production.**

## 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---