

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-06-2025 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-06-2025 16:30:00
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	mnpshqs@crpf.gov.in
Total Quantity/कुल मात्रा	9925
Item Category/मद केटेगरी	Cloth Disruptive Polyester and Cotton (20:80) with Digital Print Uniform Cloth (V3) (CRPF) (Q2)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	15 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	63 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,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	3 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="#">1745582961.pdf</a>
Estimated Bid Value/अनुमानित बिड मूल्य	3126488
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	62530

#### 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).	22

(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 M&N Sector  
Office of the IG, M&N Sector, Langjing, Imphal, Manipur, 795113  
(Rajendra Narayan Dash)

#### **MII Purchase Preference/एमआईआई खरीद वरीयता**

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

Reserved for MSE	Yes
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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. 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.

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:

- 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

### **Cloth Disruptive Polyester And Cotton (20:80) With Digital Print Uniform Cloth (V3) (CRPF) ( 9925 meter )**

**(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>Conformity to technical requirements</b>	As per QR/specification for Cloth Disruptive Polyester and Cotton (20:80) with Digital Print Uniform Cloth for CRPF, prepared by Director General CRPF Block No. 1 CGO Complex, New Delhi-110003 and approved by MHA vide letter No. - No. U.II-98(Spec)/2022-23-Prov (Dis/Pattern)-14 Dated 04/07/2023 (Attached)
Material	<b>Fabric Composition in Percent (Tolerance +/-2 %)</b>	20 Polyester : 80 Cotton
Dimension	<b>Minimum Width (in Cm)</b>	150
	Piece Length (in meters)	As per buyer requirement
Packaging and Packing	Packed In ( as per IS 2194 and IS 2195)	Polyethylene
Other Requirement	<b>Woven selvedge on both side of the fabric with manufacturer's name running in length</b>	Yes
Test Reports	Availability of Test Report from NABL/ ILAC accredited or Central Government Lab to prove conformity of products to the specification	Yes
Advance Sample	Agree to provide Advance Sample(s) for buyer's approval before commencement of supply	Yes

**Additional Specification Parameters - Cloth Disruptive Polyester And Cotton (20:80) With Digital Print Uniform Cloth (V3) (CRPF) ( 9925 meter )**

Specification Parameter Name	Bid Requirement (Allowed Values)
As per CRPF approved Fabric and Colour Pattern as per QR Specification circulated for Cloth Disruptive pattern vide Directorate General CRPF Letter No. U.II.98/(Spec)/2022-23. Prov- (Dis/Pattern)-14 dated 04/07/2023	As per CRPF approved Fabric and Colour Pattern as per QR Specification circulated for Cloth Disruptive pattern vide Directorate General CRPF Letter No. U.II.98/(Spec)/2022-23. Prov- (Dis/Pattern)-14 dated 04/07/2023 & 01/09/23

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

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

Applicable Specification Document	<a href="#">View</a>
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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Anil Kumar	795113,Group Centre CRPF Imphal Langjing Imphal West Manipur-795113	9925	90

**Special terms and conditions-Version:1 effective from 23-11-2023 for category Cloth Disruptive Polyester and Cotton (20:80) with Digital Print Uniform Cloth (V3) (CRPF)**

**1. Special terms and conditions**

Category deals with the “Cloth Disruptive Polyester and Cotton (20:80) with Digital Print Uniform Cloth for CRPF “ as per MHA QR “letter No. - No. U.II-98(Spec)/2022-23-Prov (Dis/Pattern)-14 Dated 04/07/2023” which is attached.

**As per the MHA QR requirements manufacturers must have weaving and processing under the same Pan Card.**

Further following plant and machinery/facilities shall be available for weaving and processing for qualifications of vendor as manufacturers of the subject category of the item.

**Weaving:**

1. High-speed Warping machine
2. Shuttleless loom with dobby attachment or selvedge name writer attachment to weave trademark along selvedge.

Manufacturer should have sufficient no of looms depending on the type of shuttleless technology- Rapier/Projectile/Airjet etc for manufacturing capacity claimed per day

#### **Processing (Dyeing & Printing)**

1. Singeing Machine
2. Desizing machine (Jigger/ Winch/J-Box/K-box/L-Box or any latest machine)
3. Scouring machine (Jigger/Winch or any latest machine)
4. Mercerization machine (Chain type/ Chainless Type or any other latest technology)
5. Bleaching machine (Continuous Bleaching Range/ Jigger/Winch)
6. Dyeing -(Continuous Dyeing Range/ HTHP (Jet)/ Jigger/Winch or or any other latest technology)
7. Rotary Printing Machine
8. Drying & Curing machine
9. Stenter Machine
10. Sanforising machine / Decatising
11. Inspection table with length measuring device (For Grey & Finished fabric)

**\*\*For dyeing, printing & finishing department machines the daily minimum capacity must be of 5000 mtrs/day for the unit.**

## **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**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

### **4. Generic**

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

2 Years

Shelf Life. On the date of supply, minimum

2 Years

usable shelf life should be available / balance.

### **5. Scope of Supply**

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

## 6. 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

Post Receipt Inspection at consignee site before acceptance of stores:  
By own board of officers

## 7. Warranty

Warranty period of the supplied products shall be 2 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.

## 8. 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.

## 9. 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.

## 10. Financial Criteria

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

## 11. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

## ADDITIONAL TERMS & CONDITIONS OF BID

**Bidder must submit a certificate from the statutory auditor or cost auditor of the comp**



**any (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) motioning the correct nomenclature of above items/machineries'. Further, Certificate of CA / Cost auditor will be verified with UDIN. along with bid documents**

**(I) The Minimum Average Annual Financial Turnover:-** The bidder during the last three years i.e 2022-23, 2023-24 & 2024-25 ending on 31st March of each 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 bidders is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criterion. The net worth of the Bidder firm should not be negative on 31/03/2023. Further, Certificate of CA / Cost auditor can be verified with UDIN.

**(II) EXPERIENCE CRITERIA: -** In respect of the filter applied for experience criteria. The OEM (themselves) have regularly, manufactured and supplied same or similar Category Products i.e Cloth disruptive only to any Central/ State Govt. Organization/ PSU/ Public Listed Company for number of 03 (Three) financial years i.e, 2022-23, 2023-24 & 2024-25 ending on 31st March as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

**(iii) OEM TURN OVER CRITERIA: -** The minimum average financial turnover of the OEM of the offered product during the last three Financial Years i.e 2022-23, 2023-24 & 2024-25 ending on 31st March of the previous financial year, should be as indicated in the bid documents. Documentary evidence in the form of 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 years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for these criteria. Further, Certificate of CA / Cost auditor can be verified with UDIN.

**(iv) PREFERENCE TO MAKE IN INDIA PRODUCTS (For bids <200 Crore):** Preference shall be given to class 1 local suppliers as defined in public procurements (Preference to make in India). Order 2017 as amended from time to time and its subsequent order/ Notifications issued by concerned Nodal Ministry for specific Goods/ Products. The minimum local content to quality 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 16/09/2020. Only Class -II Local Suppliers as per MII order dated 16.09.2020 will be eligible to bid. Non -Local suppliers as per MII order dated 16.09.2020 are not eligible to participate. However eligible micro and small enterprises will be allowed to participate. In case Buyer has selected purchase preference to Micro and Small Enterprises clause in the bid. same will get precedence over this clause.

**(v) Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSE as defined in Public Procurements 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 Order/ Notifications issued by concerned Ministry. If the bidder wants to avail the purchase preference, the bidder must be manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurements Policy for Micro and Small Enterprises. 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. If L-1 is not an MSE and MSE seller (s) has /have quoted price

e within L-1 +15% (Selected by Buyer) of margin of purchase preference / price band defined in relevant policy, such seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by buyer percentage of total QUANTITY). Further, MoF OM dated 18/05/2023 has elaborated concurrent application of PPP for MSE and MII.

**(vi) Past Performance:** The bidder or **OEM themselves should have supplied same or similar category Products i.e Cloth disruptive only** will be accepted on bid opening date to any Central/ State Govt. Organization/ PSU / Public Listed Company. Copies of relevant contracts (Proving supply of cumulative order quantity supplied in the last three Financial Year 2022-23, 2023-24 and 2024-25. In case of bunch bids, the related to primary product having highest bid value should meet this criterion.

**(vii) Inspection of stores by Nominated Inspection Authority/ Agency of buyer of their authorized representatives.**

**a.** 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, solution 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/ Charge (as pre-agreed between buyer and Inspected 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.

**b.** 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 inspection 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 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.

**c.** The seller shall provide, without any extra charges, all materials, tools, labour and assistance of every kind which the inspecting officer may demand of him for any test, and examination, other than a 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.

**d.** The seller shall also provide and deliver store / sample from consignment under inspection free of charges 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.

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

**f.** Inspecting officer 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 deem to be fit and proper as per QAP/governing Specifications. 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 used in the testing will be borne by the seller.

**g.** Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision regarding the rejection of store shall be final and binding on the seller.

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

**viii. 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 circumstances:

**a.** If number of technically qualified bidders are only 2 or 3.

**b.** If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within.

**c.** In case Primary product of only one OEM is left in contention for participation in a on elimination of H-1.

**d.** If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price of 15% of Non-MSE L-1.

**e.** If L-1 is non-MII and H-1 is eligible MI and H-1 price is coming within price band of 20% of Non-MII L-1.

**i. Certificates :**

**(a) OEM should submit a MII certificate** showing clear percentage of local contents with details of locations where this value addition is made, Bidder Must submit a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. Further, Certificate of CA / Cost auditor will be verified with UDIN. along with bid documents.

**(b)** In case of procurement for a value in excess of Rs. 10 crores, the Class-1 local supplier/Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage

of local content. Further, Certificate of CA / Cost auditor will be verified with UDIN.

**(c) OEM are required to furnish an undertaking along with bid document** that their offered product is meeting all the required parameters & drawing of QRs/Specifications specified in the bid.

**(d)** Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 6 years residual market life i.e. the offered product shall not be declared end-of life by the OEM before this period.

**(e) Warranty period** of the supplied products shall be 02 (Two) 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.

**(f) An Undertaking regarding warranty** of product will be submitted by the bidder along with bid documents.

**(g) Financial criteria :NET WORTH CERTIFICATE** , Net-worth of Bidder or its OEM should be positive as per last audited financial statement i.e upto 31/03/2024 bidder or its OEM should upload Net worth Certificate issued / verified by CA / Cost auditor and same will be verified online through

UDIN.

**(h) Brand verification:** Bidder should upload **Trademark registration certificate of Class - 24** name of the item must be mentioned in the description box.

**(I) ISO 9001:** The bidder or the OEM of the offered products must have quality maintenance system with ISO 9001- 2015 certification (latest version) from authorized agencies to be uploaded along with the bid.

**(j) Vendor Assessment Certificate :** Bidder must upload Complete Vendor Assessment report of subject product.

**(k) NSIC Certificate :** Bidder must upload Complete NSIC Registration certificate of subject product.

**ii. 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].

**iv.** Bidders have to submit 'Bid Security Declaration Certificate' in the following format in lieu of Earnest Money Deposit along with bid documents: -

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

To,

The Inspector General of Police  
M&N Sector CRPF,

\_\_\_\_\_

Tender / BID No : \_\_\_\_\_ Date: \_\_\_\_\_

Name of Item/ Stores:- \_\_\_\_\_

Sir

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

**Yours faithfully**

**(Signature of the Authorized Signatory of Bidder with Official Seal)**

#### **v. 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) percent of the value of delayed goods as per Para-9.3 of Manual for

r Procurement of Goods- 2024.

**vi. Arbitration:** As per rules.

**vii. Performance Bank Guarantee: -**

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

**viii. Force Majeure Clause: -**

**1.** A Force Majeure (FM) means extraordinary events or circumstances beyond human control, such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability and obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not entirely excuse a party's non-performance but only suspends it for the duration of the FM. The firm must give notice of FM within a reasonable time as the conditions permit (say, not later than 14 days after its occurrence), and it cannot be claimed ex-post facto. There may be an FM situation affecting the purchase organisation only. In such a situation, the purchase organisation is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (ninety) days, either party may, at its option, seek to terminate the contract without any financial repercussion on either side.

**2.** Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

**ix. OEM/Bidder 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.

**x. OEM/Bidder will upload a self-declared certificate on its letter head** stating that its firm has not been blacklisted by any Govt/PSU agencies during last three years and also under liquidation /Court receivership/similar proceedings.

**xi. OEM / Bidder is required to furnish an undertaking** that their offered product is meeting all the required parameters of approved QRS /TDs, Buyer added Bid specific Additional terms & conditions.

**xii. OEM / Bidder are requested to go through the terms and conditions carefully** and accordingly submit all the documents/ certificates/ literature as called for in the bid, failing which their offer shall be liable to be rejected.

**xiii. PURCHASER'S DISCRETION: -**

**a.** Purchaser reserves the right to change the consignee and change the quantity of stores 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 2024

**d.** Purchaser reserves the right to get the manufacturing capacity of all firms re-verified irrespective of the registration status.

**xiv. Franking Clause on Acceptance and Rejection :** In such cases, the inspection note, whether

er accepting or rejecting the goods, should be duly franked as per the franking clause given below. This clause may also be incorporated in the conditions of the contract: "The issue of this inspection/rejection report does not acquiesce or condone the late delivery and does not intend or amount to an extension of the delivery period or keeping the contract alive. The goods are being passed/ rejected without prejudice to the rights of the Purchaser under the terms and conditions of the contract."

**xv.** The QRs/TDs are sacrosanct and have been approved by competent authority for the instant tender. Up-gradation and improvement of the Quality of products is an ongoing process. Therefore, no representation for review of the mentioned QRs/TDs will be entertained to expedite the process of procurement so as to ensure transparency, economy and efficiency in the best interest of the Govt.

**xvi.** Resultant contract will be interpreted as per Indian Laws.

**xvii.** Authorized Bidder/Dealers have to submit authorization certificate of warranty from manufacturer with regard to instant stores being purchased apart from authorization of dealership.

**xviii. PROVISIONS AS PER MINISTRY OF FINANCE, DEPTT OF EXPENDITURE (PUBLIC PROCUREMENT DIVISION) OM NO. F.NO.6/18/2019-PPD DATED 23/07/2020 ARE TO BE FOLLOWED: -**

**I.** "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before including any agency branch or office controlled by such person, participating in a procurement process.

**II.** "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

**a.** An entity incorporated, established or registered in such a country; or

**b.** A subsidiary of an entity incorporated, established or registered in such a country; or

**c.** An entity substantially controlled through entities incorporated, established or registered in such a country; or

**d.** An entity whose beneficial owner is situated in such a country, or

**e.** An Indian (or other) agent of such an entity; or

**f.** A natural person who is a citizen of such a country; or

**g.** A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

**III.** The beneficial owner for the purpose of (iii) above will be as under.

**1.** In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

**Explanation.** "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.

**b.** "Control" shall the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

**2.** In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

**3.** In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

**4.** Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

**5.** In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

**iv.** Agent is a person employed to do any act for another, or to represent another in dealings with third person.

#### **CERTIFICATE REQUIRED TO BE SUBMITTED BY BIDDERS.**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible by the considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].

#### **Note:-**

**i. Full name and status of the person signing the tender document must be clearly mentioned in the tender documents.**

**ii.** The firms applying tenders against the subject Tender Enquiry are informed that all relevant details with reference to the Tender Enquiry stipulations are clearly responded to. In case any of the Tender Enquiry stipulations are not clearly stated to/replied to by any of the bidder, no repeat no clarifications will be sought from the concerned bidder and its offer will be rejected outrightly.

**iii.** Bidder should have GeM Registration ID at the time of placement of A/T.

**Buyers can seek online clarification from sellers against a document or generally** . Bidders, whose Bids have been disqualified in technical evaluation may review the reason(s) for rejection by the Buyer and raise a one-time representation to challenge the rejection for disqualification within 48 hours after technical evaluation is completed. Buyer shall respond to all such representations before proceeding with the Financial Bid Opening.

**xix. 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 (name of Inspection agency) 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 to rejection as per Terms & Condition 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 o

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 "(name of item under procurement with full particular of specification letter no and date.)"

#### DECLARATION FOR INSPECTION AGENCY (PDI)

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 (name of inspection agency) (Mechanical/Chemical testing)

#### Signature

**Name of firm M/s.....**

**Designation.....**

**(with seal & stamp)**

**xx.** Bidder are required to submit, Contract copy, CRAC, Inspection note etc. in support of Past performance and experience clause mentioned in the bid documents.

#### PERFORMANCE STATEMENT

(on letter head of bidder)

Name of Bidder.....

Sl.No	Organization which placed purchase order to bidder mention order No. & Date	Item / Service Name in detail	Qty	HSN Code	Value in INR	CRAC / Inspection Note/ Installation Certificate No and Date.
01.						
02.						

**NOTE: Please read Past Performance, experience terms and conditions of ibid GeM**

#### **Bid documents.**

**xxi. Bidder must submit complete certificates / Test report on the date of bid opening** (to be uploaded with bid):- As per QRs/Specification circulated for Cloth Disruptive pattern vide Directorate General CRPF Letter No. U.II.98/(Spec)/2022-23. Prov- (Dis/Pattern)-14 dated 04/07/2023 & 01/09/2023 from any NITRA /Textile Committee /NABL Accredited Lab/Govt Lab., not older than 03 years from the bid opening date.



**xxii. Bidder should enclose complete UDYAM and UDYOG Aadhar Registration Certificate.**

**xxiii. Advance Sample Clause:** - In case of conflict or overlap with sample clause mentioned in bid document, following conditions will prevail over sample clause mentioned earlier. **Successful bidder is required to submit 03 Nos advance sample** of goods free of cost to (The IGP CRPF M & N Sector, CRPF Imphal, Manipur) 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 subject item shall be done mandatorily from any one of the following labs, NITRA /Textile Committee

iv. Supplier firm should ensure that the Advance Sample to be submitted by them, fully conform to all the parameters of the QRs/specifications Lab test report in this regard should be endorsed with Advance Sample as mentioned above.

**v. All Advance Samples should be sealed with lab report as mentioned below 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.

**xxiv. Bidder shall submit the following documents along with their bid for Vendor Code Creation: -**

a) Copy of PAN Card.

b) Copy of GSTIN.

c) Cancelled check

**xxv. Cartel Formation/Pool Rates/Bid Rigging/ Collusive Bidding etc.**

As per Para 7.6.8 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. Thus Departments/Office 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. Purchaser may also debar the tenderers indulging in cartel formation / collusive bidding / bid rigging for a period of two years from participation in the tenders.

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

## CERTIFICATE

**[To be submitted on Rs 100 (Rupees (INR) Hundred only) Non-Judicial Stamp Paper]**

I. ....(Name, designation & address)

of the firm registered office) hereby declare that: - (Name & address of the registered office) hereby declare that: -

**a)** Our contracts have not been pre-maturely terminated before completion of contract due to our fault in last 03 Financial Years.

**b)** Our firm (including allied firm) has not refused to accept contract during the bid validity in last 03 Financial Years.

**c)** Our firm (including allied firms, partners, proprietors, directors) is not under debarment (blacklisted/banned/suspended etc.) by CRPF, GEM, MHA or other Ministries (in case debarment order is applicable across Ministries) on the bid opening date. In case of default, EMD submitted by our/my firm may be forfeited.

**SIGNED BY THE WITHIN NAMED**

**(INSERT THE NAME OF THE**

**EXECUTANTS (S) THROUGH THE HAND OF**

**MR .....**

**DULY AUTHORIZED SIGNATORY**

**DATED THIS..... DAY OF BEFORE ME**

**NOTARY ACCEPTED.....(SIGNATURE)**

**(NAME, TITLE AND ADDRESS OF THE ATTORNEY)**

**xxvii. Capacity Verification:** - Capacity verification of vendor / Firm (whose bid get qualified) by NITRA or Similar specialized inspection agency or along with Board of Officers (B.O.O) of CRPF older than last three previous financial year or Vendor Assessment certificate must be uploaded along with bid document else liable for rejection.

**xxviii. Delivery Period:** - A self-undertaking certificate must be uploaded along with the bid documents in the bidder's official letter head regarding after approval of advance sample minimum time to allow for delivery of stores to all consignee location.

**xxix.** Terms and conditions of performance security, duties and taxes, integrity pact, Guarantee and warrantee, consignee's right of rejection, payment terms, terms of delivery, liquidated damages, force majeure conditions, dispute resolution, Arbitration, termination for default, grounds for administrative action against seller, One bid per bidder etc. clauses shall be as mentioned in GEM GT C/ATC.

**xxx.** Online queries/complaints/representation may be preferred by the tenderers on the GeM window only within the prescribed terms schedule of 04 days which will be examined by the competent authority as per extant rules and suitable reply will be sent to the relevant tenderers and will also be uploaded on GeM portal.

**xxxi.** No unwarranted documents to be uploaded. -Please upload only asked documents in single copy to avoid wastage of time, energy and stationery else liable for rejection.

**xxxii.** OEM/Bidder should submit VAR certificate.

xxxiii. OEM/ Bidder should submit an undertaking that business dealings with its firm have not been banned/blacklisted, by any Min/Deptt. of Supply/Min. of Home Affairs during the currency of bid

## 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---**