

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	22-04-2025 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	22-04-2025 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Home Affairs
Department Name/विभाग का नाम	Central Armed Police Forces
Organisation Name/संगठन का नाम	Central Reserve Police Force (crpf)
Office Name/कार्यालय का नाम	Dte. Genl.
क्रेता ईमेल/Buyer Email	igpddn@crpf.gov.in
Total Quantity/कुल मात्रा	7901
Item Category/मद केटेगरी	coat combat disruptive detachable lining (Q2)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	90 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	400 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 Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Turnover/टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	<p>Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC)</p> <p>*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</p>

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Past Performance/विगत प्रदर्शन	40 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
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	188800

#### 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).	12

(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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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 :**

DIG

office of the IG UKD Sector, UCF Sadan, 2nd Floor, Vishnu Vihar, Dehradun Uttarakhand  
(Sanjeev Kumar)

**Reserved for Make In India products**

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

Reserved for MSE	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

6. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

7. Procurement under this bid is reserved for purchase from Micro and Small Enterprises having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal. If the bidder wants to avail themselves of the reservation benefit, the bidder must be the manufacturer / OEM of the offered product on

GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible to participate in this bid. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility based on documentary evidence submitted, while evaluating the bid. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 40% 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 seller's 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 ( 7901 pieces )

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

#### Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
SPECIFICATION	<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
	Test reports to be furnished to buyer on demand, if claimed to be available	Yes
ADVANCE SAMPLE	Agree to provide Advance Sample(s) for buyer's approval before commencement of supply ( Applicable in case of orders placed against bid and not applicable in case of Direct Buying )	Yes

#### Additional Specification Parameters - Coat Combat Disruptive Detachable Lining ( 7901 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
Disruptive colour, shade and 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.II98(Spec)/2022-23-Prov-(Dis/Pattern)-14 dated 04/07/2023 (available on CRPF web site)

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

**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	Ravindra Bhagat	803303,Group Centre, CRPF, Mokamaghat, PO- Mokamaghat, Distt- Patna, Bihar, Pin- 803303	822	45
2	Raj Kumar	495112,GC, CRPF, Bharni, Bilaspur Chhattisgarh, Pin- 495112	956	45
3	Shankar Dutt Pandey	263126,Group Centre CRPF ,Golaparsultan-Gagari, Kathgodam	951	45
4	Subhash Chander	244901,GC CRPF RAMPUR (U.P)	1015	45
5	Chitta Ranjan Mahapatra	226002,Group Centre CRPF, Bijnaur Lucknow, U.P- 226002	1844	45
6	Rakesh Kumar Singh	232103,DIG GC CRPF, Chakia ,Chandauli, U.P Pin- 232103	838	45
7	Bharat Bhushan Sethi	751011,Group Centre, CRPF, Bhubaneswar, Distt- Khurda, Odisha, Pin- 751011	827	45
8	Sanjay Kumar Singh	768025,DIG GC CRPF Sambalpur Basantpur Goshala po-Kalamati Odisha-768025	648	45

**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. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1	Bidders are required to go through the QRs/Specification of "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) and participate in the bid accordingly. QRs/Specification is available on CRPF website.
2	Bidder are requested to go through the terms and conditions carefully and accordingly submit all the documents/ certificates as called for in the bid, failing which their offer shall liable to be ignored/ rejected.
3	It is mandatory to mention bid number and date on all the documents / certificates otherwise bid will be rejected.
4	Brand of product: - Bidders must participate for Registered Brand on GeM. Documents in connection with Trademark of same brand of proper Classification of Class 25 Trademark required to be submitted with bid documents failing which bid shall be rejected at initial stage. Bid for unbranded/unregistered brand shall be liable to be ignored/rejected.
5	Participated firms should submit their complete GST registration certificate, PAN card of proprietor mentioned in GST registration certificate. Bank Mandate form or cancelled cheque
6	<p>Advance sample:.</p> <ol style="list-style-type: none"> <li>successful bidder is required to submit advance sample (no of consignee plus 2) no of goods free of cost to (address of one of the consignee/buyers) within 15 Days of award of contract for approval by the purchaser.</li> <li>supplier firm must submit Advance Sample along with full Lab Test report for Buyer's approval (<b>date of lab test report of advance sample should be after the date of award of contract</b>)</li> <li>Lab testing report of Advance sample of shall be done mandatorily from i.e. <b>NITRA/ Textile Committee.</b></li> <li>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.</li> <li>All Advance Sample should be sealed with lab report as mentioned above and card affixed to it duly signed and stamped by the supplier firm indicating the following: - <ol style="list-style-type: none"> <li>Name and address of the firm</li> <li>Contract No. with date</li> <li>Name of item, item no. i.e. Model no. &amp; Size etc.</li> <li>Any other information, if required.</li> <li>Lab test charges, if any incurred towards testing of advance sample shall be borne by the supplier.</li> </ol> </li> </ol> <p>While bidding, the sellers should take into account 15 days for advance sample submission and approval from the date of contract. Any delay in conducting approval beyond 15 days from the date of receipt of the sample, on first occasion only, shall be on the part of the buyer and shall be regularized without Liquidated Damages. Any time taken by buyer nominated Lab during advance sample/PDI will be on part of buyer [para 9.3.3.3 (a)(i) of MFPOG-2024]</p>
7	Bidder should submit complete UDYAM Registration Certificate duly incorporated name of goods with all connected annexure of UDYAM Registration Certificate and complete vendor assessment report for tender product to prove production capacity of OEM failing which their offer shall liable to be Rejected. MPQ -
8	Warranty / Guarantee: - Bidder shall furnish a valid warranty certificate of OEM alongwith bid documents. Store supplied against specification shall be deemed to bear the warranty of supplier against defective design material, workmanship and performance for period of 01 years from the date of receipt of store at consignee end. And if during the specified period, the store supplied is found to be defective, the same shall be replaced immediately with serviceable store by the supplier at site free of any charges as may be decided by the purchasing officer, on recommendation of consignee/quality assurance authority.
9	Bidder should mandatorily submit an undertaking that they have not submitted any false/ forged/ manipulated/misleading documents in the instant Bid.If found Bidder will be suspended for 2 years.

10.	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 not under liquidation/Court receivership /similar proceedings.
11.	Bidder must submit/ uploaded with bid latest lab test report (complete lab report) of bid item and ensure that the lab report meeting all the required parameters are within tolerance limit as per approved QRs / Specification with recommendation from any Government lab or NABL accredited lab, not older than 03 years from bid opening date.
12.	Same / similar item for past experience and past performance will be All type Coats, sleeping bags and Jackets will only will be consider.
13.	<p>Declaration Certificate: - Inclusion of condition for undertaking for genuinely of documents, firm shall submit notarized affidavit on Rs. 100/-e-stamp paper that: -</p> <p>a) Firm have not submitted any fake/ forged /false/ misleading &amp;mis- represented documents to any Govt. department (including instant bid) in last 03 years. (b) Certificate regarding Non blacklisting/ Banned by any Govt. department for last 03 years. If undertaking/ Certificate found false, then the firm will be blacklisted for 02 years. (c) Seller will confirm in writing that they have not defaulted/ delayed for supplying ordered goods to any Govt. Dept in last 03 years and same to be submitted along with technical Bid.</p> <p>Above undertaking certificates are essential condition and failing which offer of the firm is liable for rejection. Above undertaking certificate will be valid only on e-stamp paper. If, e-stamp paper facility is not available in the state and undertaking certificate is submitted on normal stamp paper, then same should be mentioned on normal stamp paper that e-stamp paper facility is not available in the state. Stamp Paper should not be older than Bid Publishing Date and not after Bid End date otherwise bid will be rejected.</p>
14.	Representation/complaint will be dealt as per para 7.6.3 (i) of Good and Procurement Manual -2022 and as per instruction issued by CVC circular No. 12/09/20 dated 24/09/2020.
15.	All queries will be entertained through GeM portal window only. Other offline or online inquiries through phone or any other media will not be entertained.



1 6	<p><b>Pre-Dispatch Inspection (PDI):-</b></p> <p>a) Pre- Dispatch Inspection at seller premises (or at designated place as communicated by the seller) will be conducted by <b>Own Board of Officers of CRPF and obtaining technical opinion from any nominated inspection agency i.e. NITRA/ Textile Committee</b>. PDI charges shall be borne by the supplier /OEM and it shall not be reimbursed by indenter (buyer) to them at any point in time. Cost of inspection shall be factored in by the supplier in the cost of the product itself while submitting bid. The inspection agency will conduct the inspection and submit the certification to the CRPF BOOs for their recommendation and submitting the proceedings to the buyer/CFA for final approval/orders to the supplier/OEM for taking action to supply item (s) to concerned consignees. The bidder will be solely responsible for Pre-inspected material for quality assurance including PDI/testing at manufacturers/other site.</p> <p>b) Seller/OEM shall send a notice in writing/e-mail to the Inspection Officer/Inspecting agency specifying the place where inspection is offered 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 and such accommodation 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/inspection authority regarding acceptance/rejection of consignment shall be final and binding on the seller.</p> <p>c) Time taken by labs during PDI/Advance Sample will be on buyers account {Para 9.3.3.(a) (i) Manual for Procurement of Goods 2024.</p>
1 7	<p><b>FORMAT OF “BID SECURITY DECLARATION CERTIFICATE “</b></p> <p>To,</p> <p>Sir, Tender/Bid No. .... Dated..... Name of Items/Stores: ..... We, M/s. .... undertake that if we withdraw or modify our bid during the period of bid’ s validity or if we are awarded the contract and we fail to sign the contract, or fail to submit a Performance Security Deposit as per terms and conditions of GeM Bid 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).</p> <p>Yours Faithfully</p> <p>(Signature of the authorized signatory of Bidder with official seal)</p>

18	Cartel formation / Pool Rates / Bid Rigging / Collusive Bidding etc. As per Para 8.1.13 of manual for procurement of Goods 2022, quoting of pool rates / cartel formation, bid rigging / collusive bidding is against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices will be severely discouraged with strong measures, Suitable administrative action like rejection the offers, reporting the matter to Competition Commission of India, registering authority e.g. MSME / NSIC / GeM etc. will be initiated against such 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.																												
19	Buyer has right to check any GeM Incidents raised against participating firms. If found suspended before opening of Financial Bid and Technical evaluation, Seller is liable to be ignored/rejected.																												
20	<p>PERFORMANCE STATEMENT</p> <p>Name of Bidder.....</p> <table><tr><th>S.NO</th><th>Organization which placed purchase order to bidder, Mention order No. &amp; Date</th><th>Item name of detail</th><th>Quantity</th><th>HSN code</th><th>Value in INR</th><th>CRAC / Inspection Note No. and date</th></tr><tr><td>1.</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>2.</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>3.</td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	S.NO	Organization which placed purchase order to bidder, Mention order No. & Date	Item name of detail	Quantity	HSN code	Value in INR	CRAC / Inspection Note No. and date	1.							2.							3.						
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1.																													
2.																													
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21	<p>The participated bidder is required to be uploaded the following documents along with the bid. 2. (i) PAN Card of Proprietor. (ii) Aadhar Card of Proprietor. (iii) Factory Licence</p> <p>All queries will be entertained through GeM portal window only. Other offline or online inquired through phone or any other media will not be entertained.</p>																												
22	Back-loading of stores: In case a bidder did not back load the store, which was cancelled due to non completion of prescribed procedure viz. conduct of PDI etc and stores were lying at various consignee locations since long. In that situation if supplier/seller does not lift the rejected goods within the stipulated time, a ground rent (say at 0.2% to 0.5% per day of the value of goods as per contract) will be charged. Further, if the supplier does not respond within the reasonable time, the procuring entity will treat the material as scrap and dispose it off as deemed fit, under intimation to the supplier to recover its dues.																												

2  
3

## **BID ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Bid Reference No. \_\_\_\_\_

Date: \_\_\_\_\_

To, \_\_\_\_\_  
\_\_\_\_\_

Subject : **Acceptance of Terms & Conditions of GeM Bid.**

Bid Reference No: \_\_\_\_\_

Name of Bid / Work: -

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

1. I / We have downloaded / obtained the Bid document(s) for the above mentioned 'Bid' from the GeM Portal namely:

\_\_\_\_\_ as per your Published GeM Bid, given in the above mentioned GeM Portal.

2. I / We hereby certify that I / we have read the entire terms and conditions of the GeM Bid documents (including all General Terms & Conditions and Additional Terms & Conditions, all appendix and QRs/Specifications of Bid item etc uploaded by buyers), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the Bid conditions of above mentioned Bid document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this Bid are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this Bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws. जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध 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 दे 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 पर इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**