



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2025/B/6110446 Dated/दिनांक : 05-05-2025

# Bid Document/ बिड दस्तावेज़

Bid C	Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	20-05-2025 20:00:00		
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	20-05-2025 20:30:00		
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	1769		
ltem Category/मद केटेगरी	Light Weight Sleeping Bag (Improved) - CAPF (V2) (Q2)		
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	20 Lakh (s)		
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	125 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 D	Details/बिड विवरण		
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No		
Past Performance/विगत प्रदर्शन	40 %		
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	Yes		
RA Qualification Rule	H1-Highest Priced Bid Elimination		
Type of Bid/बिंड का प्रकार	Two Packet Bid		
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	4 Days		
Inspection Required (By Empanelled Inspection Authority / Agencies preregistered 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	<u>1743680270.pdf</u>		
Estimated Bid Value/अनुमानित बिड मूल्य	4180147		
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation		
Arbitration Clause	No		
Mediation Clause	No		

# EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India	
EMD Amount/ईएमडी राशि	125404	

# ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	14

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

Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। 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, CRPF, Imphal, Manipur-795113 (Rajendra Narayan Dash)

#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes	
Mil Purchase Preference/एमजाइजाइ खराद वरायता	res	

#### Reserved for MSE

Reserved for MSE	Yes

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

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

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

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

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

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

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

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

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

- 10. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
  - i. If number of technically qualified bidders are only 2 or 3.
  - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
  - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
  - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
  - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

## Light Weight Sleeping Bag (Improved) - CAPF (V2) (1769 pieces)

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

#### Technical Specifications/तकनीकी विशिष्टियाँ

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिंड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य			
SPECIFICATION Technical Specification of the product		Light Weight Sleeping Bag (Improved) - CAPF as per Revised QRs/Specification No. U.II-98(Spec)/2022-23- Prov-(L/W Sleeping Bag)- 14 dated 08.08.2022 issued by Director General CRPF, Block No. 1, CGO Complex, New Delhi - 110003 ( Specification uploaded for reference )			
COLOUR	Colour	Olive Green			
TEST REPORT	Availability of Test Report from Designated AHSP/ NABL/ ILAC accredited or Central Government Lab to prove conformity of products to the specification	Yes Or higher			
	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 Documents/अतिरिक्त विशिष्टि दस्तावेज़

Applicable Specification Document	<u>View</u>
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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	S.A.Rojan Zimik	795002,Commandant 69 Bn, CRPF, Mantripukhri, Imphal, Manipur, Pin- 795002.	356	90
2	TAPAN KUMAR	795116,Commandant 87 BN, CRPF, Jiribam, Manipur	662	90
3	Anil Kumar	795113,Group Centre CRPF Imphal Langjing Imphal West Manipur-795113	303	90
4	Brijesh Kumar	795003,Commandant 109 Bn, CRPF, Mongsangei, P.O- Canchipur, Imphal-West, Manipur- 795003	146	90
5	Manish Kumar Sachar	797001,Ops Range, CRPF, Kohima, Nagaland- 797001	25	90
6	Saurabh Kumar Choudhary	795004,Commandant 86 Bn, CRPF, Lamphelpat, Post- Lamphel, Dist- Imphal (West), Manipur, Pin- 795004	191	90
7	Ravinder Sharma	795004,143 BN, CRPF, LAMPHELPAT, NEAR DC OFFICE, IMPHAL WEST, MANIPUR	86	90

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

#### 1. Generic

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

#### 2. Generic

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

#### 3. Generic

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

#### 4. Generic

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

#### 5. Scope of Supply

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

#### 6. Turnover

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

#### 7. Turnover

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

#### 8. Inspection

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

NITRA/Textile Committee

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

#### 9. Inspection

**Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):** Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) 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 Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about

readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

#### 10. Certificates

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

#### 11. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 12. Warranty

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

#### 13. Forms of EMD and PBG

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

IGP OPS M&N WELF FUND

payable at

State Bank of India

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

#### 14. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### Buyer added terms and conditions.

#### 1. Certificates:

a) OEM should submit a MII certificate showing clear percentage of local contents with details of locati ons where this value addition is made along with bid documents.

b) In case of procurement for value in excess of Rs. 10 crores, the Class-I local supplier/Class-II local s upplier shall be required to provide a certificate from the statutory auditor or cost auditor of the comp any (in case of companies) or from a practicing cost account or practicing charted accountant (in resp ect of suppliers other than companies) giving the percentage of local content. Further, Certificate of C A / Cost auditor will be verified with UDIN.

C6) OEM are required to furnish an undertaking along with bid document that their offered product is meeting all the required parameters & drawing or QRs/Specifications specified in the bid.

- Termination of Contract:- Time shall be the essence of the contract. The Purchaser shall ha ve the right to terminate this Contract without any notice in part or in full in any of the foll owing cases: a) The delivery of the material is delayed for causes not attributable to Force Majeure after the schedul ed date of delivery.

	<ul> <li>b) The Seller is declared bankrupt or becomes insolvent.</li> <li>c) The delivery material is delayed due to causes of Force Majeure by more than 90 days.</li> <li>d) In case Performance Bank Guarantee (PBG) is not furnished within 15 days from the date of issue of contract (Supply order).</li> </ul>
3.	Bidders have to submit 'Bid Declaration Certificate' in the following format in lieu of Earn est Money Deposit alongwith bid documents:-
	BID SECURITY DECLARATION CERTIFICATE  To,  The,  CRPF,  Sir,  Bid No
	Name of Items/Stores:
	(Signature of the Authorized signatory of Bidder with official seal).
4.	<b>Liquidated Damages:</b> - If the seller fails to deliver any or all the goods/services within the original/re-f ixed delivery period(s) specified in the contract, the buyer will be entitled to deduct/recover the liquid ated damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5 (Half) per cent of the prices of any portion of stores delivered late, for each week or part thereof of delay. The to tal damages shall not exceed 10 (Ten) per cent of the value of delayed goods as per para-9.7.10 of Ma nual for procurement of Goods – 2024.
5.	Arbitration: As per rules.
6.	<b>Performance Bank Guarantee</b> : Successful bidder/supplier firm is required to deposit Performance B ank (PBG) and that will remain valid upto 02 months after Guarantee/Warrantee from the date of deliv ery of the last consignment of said goods to the purchaser.
7.	Force Majeure Clause:- If at any time, during the continuance of this contract, the performance in w hole or in part by either party of any obligation under this contract shall be prevented or delayed by r eason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions e pidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to "events") pro vided, notice of the happening of any such event is given by either party to the other within 21 days fr om the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminat e this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract. The contract shall be res umed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusi ve, provided further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at it s option terminate the contract provided also that if the contract is terminated under this clause, the p urchaser shall be at liberty to take over from the contractor at a price to be fixed by the Purchaser, w hich shall be final. All unused, undamaged and acceptable materials, bought out components and store es in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and d stores as the contractor may with the prior concurrence of the purchaser elect to retain.
8.	OEM/Bidder should submit an undertaking that business dealings with its firm have not been banned by an Min/Deptt. Of supply/Min. of Home Affairs during the currency of bid.

- 9. OEM/Bidder will upload a self-declared certificate on its letter head stating that its firm has not been bl acklisted by any Govt./PSU agencies during last three years and also not under liquidation/Court receivership/Similar proceedings.
- 10. OEM/Bidder are required to furnish an undertaking that their offered product is meeting all the require d parameters of approved QRs/TDs, Buyer added Bid specific additional terms & conditions.
- 11. OEM/Bidder are requested to go through the terms and conditions carefully and accordingly submit all the documents/certificate/literature as called for in the bid, failing which their offer shall liable to be re jected.

#### 12. 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 7.54 of Manual for Procurement of Goods 2022 (updated upto June'2022).
- d). Purchaser reserves the right to get the manufacturing capacity of all firms re-verified irrespective of the registration status.
- 13. **Franking Clause**: The following Franking clause will form part of the contract placed on successful bi dder:
  - a) Franking Clause in the case of Acceptance of Goods, "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms & conditions of the contract".
  - b) Franking Clause in the case of Rejection of Goods, "The fact that the goods have been inspected aft er the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods can be rejected without prejudice to the rights of the Buyer under the terms & conditions of the contract".
- 14. Authorized Bidder/Dealers have to submit authorization certificate of warranty from manufacturer with regard to instant stores being purchased apart from authorization of dealership.
- 15. Provisions as per ministry of finance, Deptt. Of expenditure (Public procurement division) OM 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 asso ciation of several persons, or firms or companies), every artificial juridical person not failing 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:
  - 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.

Pre-Dispatch Inspection (PDI):- Pre-dispatch inspection (PDI) at Seller premises (Fee/Charges to b e borne by the Seller): Before dispatch, the goods will be inspected Nominated External Inspection Ag ency i.e. NITRA/Textile Committee at seller premises for their compliance to the contract specificati ons. Fee/Charges taken by the External Inspection Agency and any external laboratories testing charg es shall be borne by the "SELLER". For in-house testing, the sellers will provide necessary facilities fre e of cost. Seller shall notify the Buyer through e-mail/post about readiness of goods for pre-dispatch in spection and Buyer will notify the seller about the conveying of approval for External Inspection Agenc y. The goods would be dispatched to Consignee only after clearance in Pre Dispatch Inspection. Consig nee'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 off ering the goods for inspection shall be on the part of the buyer and shall be regularized without Liquid ated Damages. Cost of inspection/ testing shall be factored in by the supplied in the cost of the produc t itself while submitting bid. Following are the tests that are required to be conducted during pre-dispa tch inspection of "(name of item under procurement with full particular of specification letter no and d ate). The goods would be dispatched to consignee only after approval by the competent fin ancial authority on the basis of reference sample & PDI report of concerned Lab. PRE-DISP ATCH INSPECTION (PDI) (as per Prov Dte sig No. U.II.98(GeM Instn)/2019-20-Prov-DAGeM dated- 11 /05/2021 Declaration in prescribed format to be attached with the hid by the hidder as under

703/2021. Declaration in prescribed format to be attached with the bid by the bidder as dider.
DECLARATION FOR INSPECTION AGENCY (PDI)
(On Firm's letter head)
I,(Name & Designation) of M/s(Name of firm
) hereby declare that, I have understood that as per bid documents at column "Inspection Required", i
t 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 Speci
fic Additional Terms and Conditions (including Buyer Added text based ATC clauses & Buyer uploaded
ATC documents) and agree to get the stores inspected before dispatch (PDI) from NITRA/Textile Co
mmittee. It is at discretion of the buyer to associate their Board of Officer along with authorized inspe
ction agency.
Signature
Name of firm M/s
Designation
(with seal & stamp)
<b>Experience Criteria / Past performance</b> :- The bidder or its OEM themselves or through re-seller (s)

17. **Experience Criteria / Past performance:**- The bidder or its OEM themselves or through re-seller (s) should have supplied same or similar category Products i.e., Light Weight Sleeping bag/ Coat Combat only will be accepted on bid opening date to any Central/ State Govt. Organization/ PSU/ Public Listed Company for last 03 Financial years (i.e., **2022-23, 2023-24 & 2024-25)**. Copies of relevant contract s (Providing supply of cumulative order quantity supplied in the Last three Financial years. In case of b unch bids, the related to primary products having highest bid value should meet this criterion. The foll owing documents may be considered as valid proof for meeting the experience criteria / past perform ance:-

Bidder are required to submit, Copies of Contract orders for last three financial years and their CRAC, I nspection note etc. in support of Past Performance and experience clause in the bid documents.

## PERFORMANCE STATEMENT

( on letter head of bidder)

Naı	Name of Bidder								
SI		Organization which pla	Item/Servic	Qty.	HSNC	Value i	CRAC/Inspection		
N	ο.	ced purchase order to	e name in		ode	n INR	Note/ Installation c		
		bidder mention order N	detail				ertificate No. and d		
		o. & date					ate.		
1.									
2.									

NOTE: PLEASE READ PAST PEROFORMANCE, EXPERIENCE TERMS AND CONDITIONS OF IBID GEM BID DOCUMENTS.

18. Bidder must submit complete certificate/Test report of bid item on the date of bid opening (to be uploaded with bid). Complete test report meeting all the required parameters within toleran ce limit is available as per approved QRs/Specification from any Govt. Lab or NABL accredited Lab a long with bid documents. (not older than 03 years from the bid opening date).

19. Bidder should enclose complete UDYAM Registration Certificate with all connected annexures.

#### 20. Advance sample clause

- I) Successful bidder is required to submit advance sample of (03) Nos. of goods free of cost to (The IGP , M&N Sector, CRPF Langjing, Imphal, Manipur 795113) within 15 days of award of contract for appro val by the purchaser.
- II) Supplier firm must submit Advance Samples along with full Lab test report for Buyer's approval (dat e of lab test report of advance sample be after the date of award of contract).
- **III)** Lab testing report of Advance sample of (name of item under procurement) shall be done mandat orily from any Govt. Lab/NABL.
- 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 above and card affixed to it dul y signed and sampled by the supplier firm indicating the following:-
- Ø Name and address of the firm
- Ø Contract No. with date
- Ø Name of firm, item no i.e Model no. & Size etc.
- Ø Any other information, if required.

Ø

Lab test charges, if any incurred towards testing of advance sample shall be borne by the supplier.

- 21. Bidder shall submit the following documents along with their bid for Vendor Code Creation
  - :
  - a) Copy of PAN Card.
  - b) Copy of GSTIN.
  - c) Copy of Cancelled Cheque.
  - d) Copy of EFT Mandate duly certified by Bank.
  - $\lor$  Any other documents that proofs factory location details, Address of production, manufacturing license, factory likes etc, which established manufacturing credentials must be as ked in the model bid document. Vendor assessment report also submitted with bid documents.

#### 22. | 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, bi d rigging/collusive bidding is against the basic principle of competitive bidding and defeats the very p urpose of open and competitive tendering system. Such practices will be severely discouraged with st rong measures. Suitable administrative action like rejection the offers, reporting the matter to Compet ition Commission of India, registering authority e.g. MSME/NSIC/GeM etc. will be initiated against such firms, on case to case basis, as decided by the competent authority. Ministries/Departments will also b ring such unhealthy practice to the notice of the concerned trade association like FICCI, ASSOCHAM, N SIC etc requesting them, inter alia, to take suitable strong actions against such firms. The Ministries/D epartments 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 cart el formation/collusive bidding/bid rigging for a period of two years from participation in the tenders.

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

b).

#### **CERTIFICATE**

(To	be submitted	on Rs. 100	{Rupees (INR)	Hundred only}	· Non Judicial	Stamp Paper)
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I,	(Name, designation $\&$ address) of the fi
rm	(Name & address of the register office) hereby declare that:-

- a) Our contracts have not been pre-maturely terminated before completion of contract due to our faul t in last 3 Financial Years.
- b) Our firm (including allied firm) has not refused to accept contract during the bid validity in last 3 Fin ancial Years.
- c) Our firm (including allied firms, partners, proprietors, directors) is not under debarment (blacklisted /banned/suspended etc.) by CRPF,GEM, MHA or other Ministry (in case debarment order is applicable a cross Ministries) on the date of bid opening date. In case of default, EMD submitted by our/my firm will 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)

- 23. Terms and conditions of performance security, duties and taxes, integrity pact, Guarantee and warran tee, consignee's right of rejection, payment terms, terms of delivery, liquidated damages, force majeu re conditions, dispute resolution, Arbitration, termination for default, grounds for administrative action s against seller, One bid per bidder etc clauses shall be as mentioned in GEM GTC/ATC.
- 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 a sper extant rules and suitable reply will be sent to the relevant tenderers and will also be uploaded on GeM portal.
- 25. Bidders/OEMs will submit a certificate from the Chartered Accountant indicating the turnover details **Fi nancial Years: 2022-23, 2023-24 & 2024-25 in respect of turnover certificate**. Bidders/OEMs must ensure that UDIN No. mentioned in this certificate.
- 26. The OEM should submit a certificate of abiding by **Code of Integrity for Public Procurement** (CIPP) (Rule 175 of GFR 2017 & rule 3.2 of Manual for Procurement of Goods 2022) in firm's letter head along with bid documents, else liable for rejection/ disqualification for further proceedings.
- 27. The firm must participate with Registered Brand on GeM portal and documents in connection with **Tra demark** (**Which issued in Class- 24**) of same brand should be submitted failing which the offer shall be rejected at initial stage.

28.			alue addition is n	<u> </u>	entage of local contents with		
29.	nty of supplier ag ) years from the upplied is found supplier at site f of consignee /Qu on their letter	gainst defective date of receipt to be defective ree of any char uality Assurance head.	e design material, of store at consign, the same shall be ges as may be do a Authority. Bidde	, workmanship and per gnee end and if during be replaced immediate ecided by the purchasi ers / <b>OEMs should su</b>	all be deemed to bear the warra formance for period of 01 (One the specified period, the store saly with serviceable store by the ng officer, on recommendation abmit Warranty undertaking		
30.	ubmitted along v	vith the bid as p	oer format given nal Equipment		ence, OEM Certificate shall be s		
	To,						
	Sir,						
				ated			
				Qty a	s per bid additional specificatio		
	n parameters wi	th reference to	the bid above.				
	manufacturer of	the above store	es as per bid spe	cification for which bid	hereby declared that we are is invited. Production of this bid t are installed in our factory are		
	Udyam	Registration N	0				
	<u>-</u>			as per Udyog Aadhaar	registration Certificate		
	Sl.No.	NIC 2 digit	NIC 4 digit	NIC 5 digit code	Activity type		
					<del>-  </del>		
	Fnclosure :- (a)	lldvam regis	tration certifica	ate with all connecte	ed annexures.		
	Signature			ate with an connecte	a annexares.		
	Name of firm M/s	······					
	Designation						
	(with seal & stamp).						
31.		The OEM must	submitted <b>MSM</b>	E registration Certifi	icate, NSIC & Vendor Assess		
32.				along with bid docume rbitration Clause.	nts in Bidders Official letter hea		
33.	ATC Acceptanc Terms and condi			upload certificate rega	ording acceptance of Additional		
34.	dia certificate fro which the local v	om OEM mentio alue addition is	ning the percent	age of the local conten n their bid as mentione	bidders must upload Make in In t and the details of locations at ed in the bid document failing w		

35.	Delivery period will be re-fixed from the date of approval of Advance Sample.
36.	Bids received after the specified date and time of receipt should not be considered. Rule 202 of GFR 2 017).
37.	No unwarranted documents be uploaded in the bid documents. Please upload only require
	d documents in single copy to avoid wastage of time, energy and stationary.

XXX

# 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 <u>attached categories</u>, 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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---