

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	24-01-2025 10:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	24-01-2025 10:30:00
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.
Total Quantity/कुल मात्रा	40
Item Category/मद केटेगरी	Temporary Accommodation (MHA) (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	500 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	800 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
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),Additional Doc 2 (Requested in ATC),Additional Doc 3 (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	10 %
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	10 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
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	2500000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	66

(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 :

DIG (Prov.) Dte

Dte. Genl., Central Reserve Police Force, Ministry of Home Affairs, CGO Complex, Lodhi Road, New Delhi-110003.

[Payable at:- State Bank of India, IFSC-SBIN0007837]
(Shahnawaz Khan)

MII Purchase Preference/एमआईआई खरीद वरीयता

MI Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	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. 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.

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

8. 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.

9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% 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.

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

Temporary Accommodation (MHA) (40 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

[* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Specification	Governing Specification	As per QR/specification of Collapsible Rapid Deployable Shelter , Circulated by Directorate General CRPF vide letter No. T.III-8/2023-DA-1(Tent), Dated:-05-09-2024, attached herewith
Generic	Temporary Accommodation Option	Multi Storey Modern Portable Temporary Accommodation Size 40x40x19 in feet (G+1)

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Applicable Specification Document	View
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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	Deepak Dhoundiyal	192301,Commandant 182 BN Crpf , Sheep Complex, Pulwama(J & K) , Pin- 192301	5	120
2	Madan Mohan	181133,Commandant 38 Bn, CRPF, Smailpur Samba, J&K, Pin- 181133	1	120
3	Manoj Verma	182312,Commandant 126 Bn, CRPF, Bidda, Reasi, J&K, - 182312	1	120
4	Hariom Khare	180009,Commandant, 160BN, CRPF, Fci, Camp, Chatha, Jammu, Jammu & Kashmir, Pin- 180009	1	120
5	Vinay Kumar Singh	110072,Group Centre CRPF,Jharoda Kalan New Delhi- 110072	2	120
6	Satyendra Nath Mishra	500005,Group Centre, CRPF, Chandrayan Gutta, PO- Keshogiri, Hyderabad, A.P- 500005	1	120
7	Jasvir Singh	442606,Commandant 113 Bn, CRPF, P/S- Dhanora, Tq- Dhanora, Distt- Gandchirili,	1	120
8	Anil Minz	500078,GC RANGA REDDY, Jawahar Nagar Hakimpet,Medchal, Secunderabad,Telangana- 500078	1	120
9	Buradagunta Veerraju	560061,CRPF CAMP TARALU,KAGGALIPURA BENGALURU SOUTH, KARNATAKA PIN-560061	1	120

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
10	Rajendra Singh Shekhawat	834004,HQr,6 SIGNAL BN CRPF, Sembo Dhurwa, PO-Dhurwa, JHARKHAND	1	120
11	Krishna Dutt Joshi	494444,Commandant 214 Bn CRPF, DUGOLI, DISTT-BIJAPUR, CHHATTISGARH	1	120
12	Kumar Mayank	494111,COMMANDANT 159 BN CRPF, CHIKPAL, NH-30, PS-KERLAPAL, DISTT-SUKMA, CHHATTISGARH	1	120
13	Sunil Kumar Rahi	494444,Commandant 85 Bn CRPF, Nayapara, Bijapur, Chhattisgarh, Pin- 494444	2	120
14	Lalhmingthang Joute	700106,Central Zone, CRPF, HC Block, Sector-III, Salt Lake, Kolkata, West Bengal, Pin- 700106	1	120
15	MOHIT KAPOOR	494444,Commandant 22 Bn, CRPF, Mingachal Camp(near Mingachal River Bridge) , PO-Naimed, PS Naimed, Distt-Bijapur, Chhattisgarh, pin-494444	1	120
16	Rakesh Yadav	494450,Commandant 165 Bn, CRPF, VILL- FUNDARI(BODLI) PO- BHAI RAMGARH DISTT-BIJAPUR STATE - CHHATTISGARH PIN:-494450	1	120
17	Jayant Kumar	785004,Office Of IG Ops Jorhat Sector, CRPF, Campus, Rowriah, Post,-Jorhat, Distt-Assam, Pin- 785004	1	120
18	M Mohan	795128,COMDT 58 BN CRPF, Kangvai, Churachandpur, Manipur- pin-795128	3	120
19	PRAMOD KUMAR SAHOO	795129,Commandant 112 Bn CRPF, KANGPOKPI, MANIPUR	1	120
20	Arun Kumar Meena	795124,Commandant 32 Bn, CRPF,NHPC, Loktak Project, Churachandpur, Manipur, Pin-795124	1	120
21	TAPAN KUMAR	795116,Commandant 87 BN, CRPF, Jiribam, Manipur	2	120
22	Kuldeep Kumar Jain	302027,83BN CRPF, Lalwas, Jaipur (Rajasthan)	1	120

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
23	Jitendra Kumar Ojha	226002,Commandant, 91 Bn, CRPF, at Group Centre CRPF, Bijour, Lucknow, Pin 226002	1	120
24	Raza Haider	410208,Commandant 102 RAF Bn, Sector-38, Kharghar Node Taloja Navi Mumbai, Maharashtra, Raigad, Pin- 410208	4	120
25	Ravi Kumar	781337,Commandant 136 Bn, CRPF, Sariahtoli, Milanpur, Nalabari, Assam, Pin- 781337	2	120
26	Kishore Kumar	110039,Commandant 194 BN CRPF, Bawana, New Delhi- 110039	2	120

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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. 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](#)

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1)	<p><u>Pre-Bid Meeting-</u></p> <p>Pre-Bid meeting is scheduled to be held on 19/12/2024 at 1530 hrs at Conference Hall, Fourth Floor, Dte. Genl., Central Reserve Police Force, Ministry of Home Affairs, CGO Complex, Lodhi Road, New Delhi-110003.</p>
2)	<p><u>QRs/Technical Specifications of Multi Storey Modern Portable Temporary Accommodation (Size 40 X 40 X 19.8 feet)(G+1)</u></p> <p>(Note- Dimension in meter is indicative, exact dimension will be required in feet as mentioned in QRs.)</p>

- (i) QRs/Technical Specifications of Multi Storey Modern Portable Temporary Accommodation (Size in feet 40x40x19.8 feet) (G+1) is as per approved and circulated by CRPF Directorate vide letter No. T.III-8/2023-DA-1(Tent) dated 05/09/2024. However, CRPF requirement mentioned in Sl. No. 6.1 & 7 of said QRs/Technical Specifications are as under: -

Para No. of QRs	Components	Components Technical Description	Requirement of CRPF
6.1	Inside and external wall panel	The color inside and external wall panel. (As per requirement of buyer)	All flashing covers shall be of same colour as panel i.e. White. (Except above, other terms of this section will remain unchanged)
7	Bukhari	Provision for outlets of Pipes of Bukhari in wall area with suitable installation in cold region. (As per requirement of buyer)	Buyer will intimate for outlets of pipes of Bukharis at installation site because exhaust will require certain direction as per availability of space and nearby surroundings/buildings.

- (ii) All parameters mentioned in approved QRs/Technical Specifications of Multi Storey Modern Portable Temporary Accommodation (Size in feet 40x40x19.8 feet) (G+1) will remain unaltered.
- (iii) The contract / supply consists of design, supply, transportation and installation of the lift and shift Multi Storey Modern Portable Temporary Accommodation (Size in feet 40x40x19.8 feet) (G+1).

3)

Consignee Location

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(i) Consignee locations are mentioned in the GeM Bid. However, **30% quantity of the store may be relocated for installation within 100 Kms radius of the mentioned consignee locations** in the GeM Bid as per Buyer requirement. Consignee mentioned in the GeM Bid will complete all the formalities for preparing receipt of Inspection/JRI / Line Committee Report (LCR) from the relocated location if any. Inspection/JRI/Line Committee Report (LCR) etc will be forwarded to Provisioning Directorate, CRPF, CGO Complex, Lodhi Road, New Delhi by the consignee mentioned in the GeM Bid.

(ii) Free delivery at consignee's locations at supplier risk, freight and cost.

(iii) Following consignee's locations are mentioned in the GeM Bid. However, store will be delivered at actual consignee locations as per details given below :-

Sl. No.	Consignee's location mentioned in the GeM Bid	Actual location where store is required to be delivered
01.	Madan Mohan, Commandant 38 Bn, CRPF, Smailpur Samba, J&K, Pin- 181133	A/38 Bn, Kamsar, Poonch, Jammu and Kashmir, Pin- 185121
02.	Kishore Kumar, Commandant 194 BN CRPF, Bawana, New Delhi- 110039	A/194 BN, Nuh-Haryana, Pin-122107

4)

Lab Test Report & certificate :

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(i) Bidder / Firm shall submit **PUF Density Certificate** from any NABL labs alongwith **bid documents**.

(ii) Bidder / Firm shall submit material **Test Report for MS Steel** in structure and sheet as per **IS 4923 (as amended from time to time)** from any NABL labs alongwith **bid documents**.

(iii) Bidder shall submit **OEM authorization & Warranty certificate** alongwith **bid documents, if applicable**.

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5)	<p><u>Guarantee / Warrantee:</u></p> <p>05 Years(60 Months) Guarantee/Warranty period will start from the date of acceptance of store.</p> <p>-</p>
6)	<p><u>After sale services:</u></p> <p>(i) Firm has to submit an undertaking that after expiry of warranty of 05 years, Firm will extend service and spares for repairs of the equipment for next 10 years on reasonable charges. Unconditional acceptance from firm is required along with bid.</p> <p>(ii) Firm will also provide list of spares which will be required for repair with price detail Is along with Bid.</p> <p>(iii) Firm shall provide Undertaking to repair item/accessories consumable like flashing, rivet etc in case of shifting on payment basis. This undertaking is required along with bid.</p>
7)	<p><u>Earnest Money Deposit (EMD)</u></p> <p>-</p> <p>(i) Earnest Money Deposit (EMD) in the form of Bank Guarantee of Rs. 25,00,000/- (Rupees Twenty Five Lakh) only is required by non-exempted firms and should be valid for 225 days from the date of opening of bid.(As applicable).</p> <p>(ii) EMD in the form of Bank Guarantee should be issued in favour of DIG (Prov), DTE General, C RPF, New Delhi. (Bank Name- SBI, IFSC Code:- SBIN0007837, Branch Name:- CGO, Complex, Lodhi Road, New Delhi).</p> <p>(iii) Original EMD (Earnest Money Deposit) should be deposited in Tender box (Provisioning) before stipulated <u>date/time of opening of bid</u> kept at Reception-2 of Directorate General, C RPF, Block No. 1, CGO Complex, Lodhi Road, New Delhi- 110003.</p> <p>(iv) Failure to submit EMD will be treated as incomplete Bid and may lead to rejection of the bid.(As applicable)</p> <p>(v) If exemption from submission of EMD is claimed and required valid supporting documents along with "Bid Security Declaration" as per Appendix- 'B' are not submitted with the bid documents, the offer will be treated as un-responsive and will not be processed further.</p> <p>(vi) No interest shall be payable on the Earnest Money deposited by the Firm. EMD of the unsuccessful firms shall be returned after finalization of Tender Enquiry.</p>

8)

Experience Criteria (Years of Past Experience Required for same/similar service):

- (i) Firm should have regularly manufactured / supplied some quantity of same or similar category i.e. Multi Storey PF Huts etc. to any Central/State Govt. Organization / PSU/ Public Listed Company in at least one of the last Three years before the bid opening date.
- (ii) **Copies** of relevant **Contracts / Supply Orders/A/T** etc. are to be submitted alongwith the bid in support of the experience criteria for at least one of the last three years.
- (iii) **Copies of proof of execution** of supply/ Contract i.e. **CRAC/Tax Invoice** (price may be hidden) etc. are to be submitted along with the bid in support of supply of certain quantity for at least one of the last three years.
- (iv) **Exemption will be given to Manufacturers of offered store under MSE / Startup category in Experience Criteria & Past performance on submission of valid documents along with Bid.**

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9)

Advance Sample:

- (i) Successful Firm shall deposit **01 No. Advance Sample at Group Centre, CRPF, Jharoda Kalan, New Delhi - 110072 within 30 days of award of contract.**
- (ii) Advance sample will be provided by the firm alongwith Lab test report from **rites** as per the parameters spelt out in QRs. Advance sample will be checked by the board of officers to be detailed by this Directorate.
- (iii) As per QRs/Technical Specifications, **the structural design report shall be vetted by IIT/NIT/GEC** at the cost paid by the seller and will be produced **along with Advance Sample.**
- (iv) Cost of all inspection/Lab testing charges shall be borne by the Firm.
- (v) Successful Firm shall have to start **Bulk Manufacturing, only after getting confirmation / approval from buyer.** Accordingly, **DP will be re-fixed.**
- (vi) In case, the sample is found to have deviations/ not conforming to the Bid specifications / QRs, the buyer at its discretion may call fresh sample for approval before allowing bulk production or may terminate the contract after notifying the deviation to the firm.
- (vii) If the firm fails to submit the advance sample (along with Lab Test Reports, if applicable) within the stipulated time, the buyer can terminate the contract and forfeit the EMD.
- (viii) **Advance Sample will be included in total quantity of procurement.**

10)	<p><u>Inspection:</u></p> <p>–</p> <p>(i) Pre-Dispatch Inspection (PDI) will be done by CRPF BOOs along with RITES and Lab test will be carried out by RITES. Cost of the inspection will be borne by the seller.</p> <p>(ii) Pre-Despatch Inspection (PDI) will be carried out at Firm’s premises as per approved QR s/Specification and Firm will give advance notice 15 days before through e-mail/letter.</p> <p>(iii) If the store is found inferior and not conforms to specifications during Pre-Dispatch Inspection (PDI), the entire consignment will be rejected at the cost and risk of the Firm.</p> <p>(iv) Seller will ensure to send “PDI Report” to the buyer for examination and approval .</p> <p>(v) Tender store shall be dispatched by the firm only after the “PDI Report” is accepted by the buyer.</p> <p>(vi) Final inspection (LCR) will be carried out by Board of Officers (BOOs) of CRPF at consignee location after the receiving complete supply and installation.</p>
11)	<p><u>Make In India Certificate:</u></p> <p>The Firm/ Seller must submit Make in India (MII) Certificate along with Bid, issued by Statutory Auditor or Cost Auditor of the Company or by a practicing Cost Accountant or practicing Chartered Accountant (Mentioning UDIN Number) duly mentioning “Percentage of local content” with “Details of the locations (Factory location) at which the local value addition is made’(Appendix-‘C’) as per Ministry of Commerce and industry, DPIIT (Public Procurement Section) OM No. P-45021/2/2017-PP (BE-II) dated 16/09/2020 and 19/07/2024.</p>

12)	<p><u>Performance Security:</u></p> <p>-</p> <p>a) The successful Firm /Seller shall have to deposit a <u>Performance Security Deposit of 3%</u> of net contracted Value (total value of the contract) within 28 days. In the event of failure on the part of the firm to deposit the security deposit within stipulated time, the purchaser reserves the right to cancel the contract.</p> <p>b) PSD in the form of Bank Guarantee should be issued in favour of DIG (Prov), DTE General, CRP F, New Delhi. (Bank Name- SBI, IFSC Code:- SBIN0007837, Branch Name:- CGO, Complex, Lodhi Road, New Delhi.)</p> <p>c) The Performance Security Deposit submitted by the supplier will remain valid for 66 months.</p> <p>d) If the Firm /Seller fails to deliver the stores in a promised period and places a request for extension of time he will submit an undertaking on non-judicial stamp paper of Rs.10/- duly attested by Notary Public stating that the Performance Security Deposit has already been extended for 60 days beyond the guarantee/warranty period.</p>
13)	<p><u>Payment Clause:</u></p> <p>Payment will be released as per 'State wise consignees', once CRAC is generated with the following terms and conditions: -</p> <p>(i) Successful delivery & Completion of installation of the store in a State.</p> <p>(ii) Line Committee Report (LCR) issued by consignees of a State that all parts are functioning properly and no deviation is noticed at the time of final delivery.</p> <p>-</p>
14)	<p><u>Liquidated Damages:</u></p> <p>-</p> <p>In case firm does not complete the supply within fixed Delivery Period, Liquidated Damages will be imposed/recovered a sum equivalent to 0.5 (half)% of the delivered price (including GST, freight and other charges) of the delayed Goods/Stores for each week of delay of part thereof until actual delivery of performance, subject to maximum deduction of 5% of total contract value, In case of inordinate delay (i.e. inexcusable delay of more than one-fourth (25%) of the total completion period shall be treated as inordinate delay) and maximum deduction shall be 10% of the total contract value. After which purchaser reserves the right to either extend further or cancel the contract as per Para 9.3.9 of Manual of Procurement of Goods Second Edition-2024.</p>

15)	<p><u>Force Majeure Clause</u></p> <p>-</p> <p>If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 14 days from date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate 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 resumed 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 conclusive, 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 its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores 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 stores as the contractor may with the concurrence of the purchaser elect to retain.</p>
16)	<p><u>Defect Liability Clause:</u></p> <p>-</p> <p>In case of any defects in supply or manufacturing or not conforming to technical specifications, observed during survey at consignee location or later during the warranty period, the firm will be liable to replace the defective store at their cost.</p>

17)	<p><u>PRE CONTRACT INTEGRITY PACT :</u></p> <p>i) Pre-Contract Integrity Pact is to be signed between the buyer and bidder on the standard proforma enclosed as Appendix-E. Accordingly, all bidders are required to submit 02 copies 'Pre-Contract Integrity Pact' duly completed in all respects and signed properly on each page by the authorized signatories of the bidders and two witnesses as per format, with their tender documents. This is required to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into.</p> <p>ii) In case of a joint venture, all the partners of the joint venture should sign the Integrity pact. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors are also sign the IP.</p> <p>iii) PCIP is part of the contract and the parties concerned are bound by its provisions. A person signing PCIP shall not approach the Courts while representing the matters of IEMs and he/she will await their decision in the matter.</p> <p>iv) Offer not attached with Pre-Contract Integrity Pact duly completed and signed properly with the tender document, are liable to be rejected.</p>
18)	<p><u>Termination of Contract:</u></p> <p>-</p> <p>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:-</p> <ol style="list-style-type: none"> The delivery of the material is delayed for causes not attributable to Force Majeure after the scheduled date of delivery. The Seller is declared bankrupt or becomes insolvent. The delivery material is delayed due to causes of Force Majeure by more than 90 days. In case Performance Security is not furnished within 28 days from the date of issuing of Contract.

19)	<p><u>Purchaser's Rights While Granting Any Extension In Delivery Period:</u></p> <p>- In cases where only a portion of the stores ordered is tendered for inspection at the fag-end of the delivery period and also in cases where inspection is not completed in respect of the portion of the stores tendered for inspection during the delivery period, the purchaser reserves the right to cancel the balance quantity not tendered for inspection within the delivery period fixed in the acceptance of tender at the risk and expense of the contractor without any further reference to him. If the stores tendered for inspection during or at the fag-end of the delivery period are not found acceptable after carrying out the inspection the purchaser is entitled to cancel the contract in respect of the same at the risk and expense of the contractor. If however, the stores tendered for inspection are found acceptable, the purchaser may grant an extension of the delivery period subject to the following conditions:-</p> <ul style="list-style-type: none"> (a) The purchaser has the right to recover from the firm (as specified under the Buyer Added Bid Specific ATC para (xiv) of the General conditions of Bid liquidated damages) on the stores which the contractor has failed to deliver within the delivery period fixed for delivery. (b) That no increase in price on account of any statutory increase in or fresh imposition of Custom Duty, Excise Duty, Sales Tax or on account of any other tax or duty leviable in respect of the stores specified in the acceptance of tender which takes place after the date of the delivery period stipulated in the acceptance of tender shall be admissible on such of the said stores as are delivered after the date of the delivery stipulated in the acceptance of Tender. (c) That notwithstanding any stipulation in the contract for increase in price of any other ground, no such increase which takes place after the date of the delivery stipulated in the acceptance of Tender shall be admissible on such of the said stores as are delivered after the expiry of the D/P stipulated in the acceptance of Tender. (d) But, nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Custom Duty, Excise Duty, Sales Tax or on account of any other tax or duty or on any other grounds as stipulated in the price variation clause which takes place after the expiry of the date of delivery stipulated in the acceptance of Tender.
20)	<p><u>Cartel Formation/Pool Rates/Bid Rigging/Collusive Bidding etc.:-</u></p> <p>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. This Department 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 action against such firms. This Department may also encourage new firms to get themselves registered to break the monopolistic attitude of the firms giving pool rate/forming cartel and may also debar the tenderers indulging in cartel formation / collusive bidding / bid rigging for a period of two years from participation in the tenders in future.</p>
21)	<p><u>Patent and other industrial/intellectual property right</u></p> <p>The prices quoted in the present tender shall be deemed to include all amounts payable for the use of patents, copyright, registration charges, trademarks and payment for any other industrial property rights.</p> <p>The tenderer shall indemnify the Purchaser against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or the use. The tenderer shall be responsible for the completion of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.</p>

22)	<p><u>Consignee's Right Of Rejection</u></p> <p>Notwithstanding any approval which the Inspector may have given in respect of the stores or any part or portion thereof or any materials or other particulars of the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the contractor or the Inspector or under the direction of the Inspector) notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser to reject the stores or any part, portion or consignment thereof (i) within sixty days after actual delivery thereof to him at the place of destination specified in the schedule.</p>
23)	<p><u>Franking Clause:</u></p> <p>The following Franking clause will form part of the contract placed on successful bidder :</p> <p>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".</p> <p>b) Franking Clause in the case of Rejection of Goods, "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms & conditions of the contract".</p>
24)	<p><u>Subletting And Assignment</u></p> <p>Subletting in any form will not be allowed.</p>
25)	<p><u>Denial Clause:-</u></p> <p>-</p> <p>Any increase in statutory duties and/or upward rise in prices due to the PVC clause and /or any adverse fluctuation in foreign exchange are to be borne by the seller during the extended delivery period, while the purchaser reserves his right to get any benefit of a downward revisions in statutory duties.</p>

26)	<p><u>Provisions for Debarment of Suppliers:-</u></p> <p>As per Manual for procurement of goods second edition, 2024 para No. 3.7.1 registration of suppliers and their eligibility to participate in Procuring Entity's procurements is subject to compliance with the Code of Integrity for Public Procurement and satisfactory performance in contracts. Rule 151 of General Financial Rules (GFR), 2017 states the following regarding the 'Debarment from Bidding': -</p> <p>a) A bidder shall be debarred if he has been convicted of an offence-</p> <p>(i) under the Prevention of Corruption Act, 1988, or</p> <p>(ii) the Indian Penal Code 52 (IPC), 1860 or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.</p> <p>b) A bidder debarred under sub-section (a), or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.</p> <p>c) A procuring entity may debar a bidder or any of its successors from participating in any procurement process undertaken by it for a period not exceeding two years if it Determines that the bidder has breached the code of integrity.</p> <p>d) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.</p>
27)	QRs/TDs are sacrosanct. No query / representation on QRs/TDs shall be entertained.
28)	If any firm quotes zero/abnormally low rates, that Bid will be considered as non-responsive.
29)	Firm /Seller with conflict of interest will be disqualified.
30)	If OEM also participates in the Bid, then Bid from reseller will be ignored.
31)	Resultant contract will be interpreted as per Indian contract Law.
32)	Late bids shall not be considered
33)	No conditional offer will be considered.
34)	Grievances and its Redressal will be addressed as per para 3.4 of Manual for procurement of goods second Edition, 2024.
35)	Frustration of Contract will be addressed as per para No. 9.8.4 of Manual for procurement of goods second Edition, 2024.
36)	Limitation of Liabilities will be addressed as per Manual for procurement of goods second Edition, 2024 para No. 9.8.5

37)	Authorized Dealers are required to submit Guaranty/Warranty of the stores being procured through the instant Bid from the OEM apart from submitting authorized dealership certificates from the OEM.
38)	All queries will be entertained through GeM portal window only which will be examined by the Competent Authority & suitable reply will be sent to respective Firm. Amendment required, if any will also be issued. Other offline or online inquiries through phone& mail/e-mail or any other media will not be entertained.
39)	Additional terms & conditions will supersede corresponding General terms & conditions.
40)	Firm/Seller, which is an Original Equipment Manufacturer (OEM) of the offered store(s) / quoted product , has to submit details of its manufacturing unit as per Appendix- "A" along with the bid.
41)	<u>MSE Firm has to upload 'Udyam Certificate' against " MSE Category" under Buyer Required Documents Column, otherwise GeM may not give "Purchase Preference Option".</u>
42)	Firm /Seller has to submit Appendix - "A to F" and other necessary Documents / Certificates / Acceptance / Undertaking along with the bid.
43)	Firm /Seller'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.
44)	Any other relevant documents which firm wishes to submit.

-	<u>APPENDIX- "A"</u>																				
<p><u>:- DETAILS OF MANUFACTURER:-</u></p> <p><i>(to be submitted by the firm on the company letter head)</i></p> <p>1. GeM Bid No. & Date _____ for the supply of _____</p> <p>2. Name of the firm that owns the factories (Documentary):-</p> <p>3.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">A)</td> <td style="width: 15%;">Office address</td> <td style="width: 5%; text-align: center;">:-</td> <td style="width: 75%;"></td> </tr> <tr> <td></td> <td>Complete Address -</td> <td></td> <td></td> </tr> <tr> <td></td> <td>City (State) -</td> <td></td> <td></td> </tr> <tr> <td></td> <td>PIN Code -</td> <td></td> <td></td> </tr> <tr> <td></td> <td>Telephone/Mobile No. -</td> <td></td> <td></td> </tr> </table>		A)	Office address	:-			Complete Address -				City (State) -				PIN Code -				Telephone/Mobile No. -		
A)	Office address	:-																			
	Complete Address -																				
	City (State) -																				
	PIN Code -																				
	Telephone/Mobile No. -																				

	Email address -	
B)	Location of Manufacturing/Factory :-	
	Complete Address -	
	City (State) -	
	PIN code -	
	Email address -	

4. In case firm don't own the factory but utilize the factory of some other firm for the fabrication / manufacture of the stores for which you apply for registration on lease or other base you should furnish a valid legal agreement of the factory of _____ (Here indicate the name of the firm whose factory is being utilized) has been put at your disposal for the manufacture/fabrication of the stores for which registration has been applied for:-

5. Brief description of the factory (e.g. area covered accommodation, departments into which it is divided, laboratory etc.):-

6. Details of plant and machinery erected and functioning in each department (Monograms and descriptive pamphlets should be supplied if available):-

7. Details of investment in machinery/equipment of the plant and relevant certificates (If any to be submitted) :-

8. Details and stocks or raw material held (state whether imported or indigenous) against each item:-

9. Production capacity of each item with the existing plant and machinery:

a) Normal (monthly manufacturing capacity) _____

b) Maximum (monthly manufacturing capacity) _____

10. Details of arrangements for quality control of products such as laboratory etc.

A) Details of Technical/supervisory staff in charge of production and quality control:-

B) Skilled labour employed:-

C) Unskilled labour employed:-

D) Maximum no. of workers (skilled and unskilled) employed on any day during the 18 months preceding the date of application:-

Remarks -I do hereby declare that all statement made mentioned above are true, complete and correct to the best of my knowledge and belief. In the event of information being found false or incorrect or ineligible being deducted before or after opening of tender or any stage of the procurement, my candidature will stand cancelled and my all claims for the purpose forfeited.

(Signature of the Authorized Bidder, with Official Seal)

APPENDIX- "B"

Bid Security Declaration

(To be submitted by the firm on the Company Letter Head)

GeM Bid No. _____ **Date:** _____

To,

The DG,
CRPF, Dte, General
CGO, Complex, Lodhi Road
New Delhi

Ref: Bid of _____

Sir,

I/We _____, the undersigned, solemnly declare that, we understand that according to the conditions of this tender documents, the TE /Bid must be supported by a Bid Securing Declaration in lieu of Bid Security (EMD). I/We unconditionally accept the conditions of this bid securing declaration.

I/We understand that we shall stand automatically suspended/ disqualified from being eligible for bidding in any tender in procuring organization for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we,

- (a) withdraw/ modify/ amend/ impair or derogate, in any respect, from this bid, within the bid validity;
- (b) or being notified within the bid validity of the acceptance of our bid by the procuring entity: -
 - (i) Fail or refuse to sign / execute the contract
 - (ii) Or refuse to or fail to produce the original documents for scrutiny or the required performance security within the stipulated time under the conditions of the tender document.

I/We understand that this Bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) the receipt by us of your notification of cancellation of the entire tender process or rejection of all bids or of the name of the successful bidder or
- 2) forty-five days after the expiration of the bid validity or any extension to it.

Yours Faithfully,

(Signature of the Authorized Bidder, with Official Seal)

-

CERTIFICATE TO BE ISSUED BY CHARTERED ACCOUNTANT/COST ACCOUNTANT**"MAKE IN INDIA" (MII)****In line with revised public procurement (preference to make in India)**

[DPIIT (Public Procurement Section) OM No. P-45021/2/2017-PP (BE-II) Part-(4) Vol-II dated 19/07/2024]

(To be submitted by the firm on the CA Letter Head duly mentioned UDIN Number of CA)

Tender/Bid No. _____ Dated _____

Name of Item / Store:: _____

Sub: Declaration of Minimum Local Content.

I/ We hereby certify that the Store(s) / Product(s) /item(s) offered by M/s.....
..... **(Specify the name of the firm)** has a **local content(Indigenous)** of..... %
(specify percentage) and this meets the local content requirement for..... **(Specify 'Class-I
local supplier' / 'Class II local supplier')** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 16.09.2020 issued by DPIIT and subsequent order(s) as applicable on the date of submission of tender

The details of the location(s) (Factory / Manufacturing Plant Address) **at which the
local value addition is made**, is (are) as follows:-

1. _____

2. _____

UDIN Number:-

(Signature & Seal of Authorized CA)

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APPENDIX- "D"

Land Border Sharing Declaration

(To be submitted by the firm on the Company Letter Head)

In compliance of Ministry of Finance, Department of Expenditure, Public Procurement Division Order No.F.7/10/2021-PPD(1) Dated 23.02.2023.

Tender No. _____ Dated _____

Name of Item / Store:: _____

" I/we have read the clause pertaining to Ministry of Finance, Department of Expenditure's (DoE) Public Procurement Division Order No.F.7/10/2021-PPD(1) Dated 23.02.2023 regarding restrictions on procurement from a bidder of a country which shares a land border with India and

a) ***I/we certify that this firm/bidder is not from such a country and eligible to be considered for this tender."***

OR

b) ***I/we certify that this firm/bidder is from such country, has been registered with the competent authority and fulfils all requirements in this regard and is eligible to be considered."***

(Valid registration by the competent authority shall be attached)

(Strike off the portion not applicable)

Remarks:-

If the above certificate given by a bidder whose bid is accepted is found to be false, this would lead to immediate termination and further legal action in accordance with Law.

(Signature of the Authorized Bidder, with Official Seal)

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Appendix-E

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PRE CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 2024, between, on one hand, the President of India acting through **Shri Megh Raj, Commandant (Proc.), CRPF, MHA**, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless

the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise required, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure **Multi Storey Modern Portable Temporary Accommodation (Size in feet 40x40x19.8 feet) (G+1) -40 No.** and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is CRPF, MHA, GOI performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said **Multi Storey Modern Portable Temporary Accommodation (Size in feet 40x40x19.8 feet) (G+1) -40 No.** at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

Commitments of BUYER

- 1.1 The BUYER undertakes that no official of BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

Signature of Bidder

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and

uch a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. **Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Earnest Money (Security Deposit)**

- 5.1 The EMD submitted by the vendors will be treated as the EMD/Security Deposit for the purpose of Pre contract Integrity:
- (i) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (ii) Any other mode or through any other instrument (specified as EMD/PSD).
- 5.2 The Earnest Money/Security Deposit shall have to remain valid up to a period of 5 years or till complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance

e Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

Signature of Bidder

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceeding with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter ix of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. **Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

Signature of Bidder

8. **INDEPENDENT EXTERNAL MONITORS:-**

8.1 The following officer has been appointed Independent External Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission (Names and addresses of the Monitor is given as under).

a) Shri Girish Chandra Chaturvedi, IAS(Retd),
P-2, Gaurav Adhikari Society,
Plot No. C-58/6, Sector-62,
Noida-201309 (UP),
Mob No. 91-981095426,
Telephone : 0120-4213384,
E-Mail gcchaturvedi@gmail.com

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. **Other Legal Actions**

The actions stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Signature of Bidder

12. **Validity**

- 12.1 The validity of this integrity Pact shall be from date of its signing and extend up to 5 years or till complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain va

lid. In this case, the parties will strive to come to an agreement to their original intentions.

13. PCIP is part of the contract and the parties concerned are bound by its provisions. A person signing PCIP shall not approach the Courts while representing the matters of IEMs and he/she will await their decision in the matter.

14. The parties hereby sign this integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer. Designation

Department/ Ministry.

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

APPENDIX- "F"

::CHECK LIST AND ACCEPTANCE::

(To be submitted by the firm on the Company Letter Head)

(Please **write Yes or No** in appropriate box and fill the answer correctly)

Sl. No	DETAILS	Write Yes/ No
1)	Whether Firm is MSE .	
	i) If Yes, Udyam Certificate is uploaded against “ MSE category ” under buyer required docs column or not? (Note- If not uploaded against “MSE Category”, GeM may not give “Purchase Preference Option).	
	(ii) Is firm a manufacturer of offered product under the MSE Category ?	
2)	Whether Firm is an Original Equipment Manufacturer of the Offered store (s) .	
	(i) If yes, Details of Manufacturer as Appendix-“A” is submitted or not.	
3)	Whether Firm is Authorized Re-seller .	
	(i) If yes, Authorization Certificate with Guarantee /warranty cover issued by OEM is submitted or not.	
4)	Whether Firm is Start-up .	
	(i) If yes, Start-up certificate issued by DIPP / DPIIT is submitted or not.	
5)	Earnest Money Deposit (EMD) is submitted (original) in <u>tender box</u> or not.	
	(i) Or submitted supporting documents for EMD waiver .	
	(ii) If documents have been submitted for EMD waiver, then <u>mention the name and details of such documents</u> .	
	(iii) If EMD exemption is claimed, whether firm has submitted Bid Declaration Certificate as per Appendix-“B” or not.	
6)	Have you read the entire terms and conditions of the tender documents including buyer added specific terms and conditions, annexure(s), schedule(s) etc. and unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety?	
7)	Do you accept option clause of ATC?	
8)	Do you accept Consignee Location clause of Buyer Added Specific (BAS) ATC ?	
9)	Do you accept Guarantee/Warranty clause of BAS ATC?	

10)	Do you accept the After Sale services clause of BAS ATC?	
11)	Do you accept the Operational Training clause of BAS ATC?	
12)	Do you accept the Advance Sample clause of BAS ATC?	
13)	Do you accept Inspection clause of BAS ATC?	
14)	Do you accept Performance Security clause of BAS ATC?	
15)	Do you accept payment clause of BAS ATC?	
16)	Do you accept Liquidated Damages clause of BAS ATC?	
17)	Do you accept Force Majeure Clause of BAS ATC?	
18)	Do you accept Defect Liability Clause of BAS ATC?	
19)	Do your accept Termination of Contract clause of BAS ATC?	
20)	Do your accept Purchaser's Right clause of BAS ATC?	
21)	Do you accept the restriction of cartel formation clause of BAS ATC?	
22)	Do you accept Patent and other property rights clause of BAS ATC?	
23)	Do you accept consignee right of rejection clause of BAS ATC?	
24)	Do you accept franking clause of BAS ATC?	
25)	Do you accept Subletting and Assignment clause of BAS ATC?	
26)	Do you accept Denial clause of BAS ATC?	
27)	Do you accept provisions for Debarment of suppliers clause of BAS ATC?	
28)	Do you accept all terms & conditions of ATC of GeM bid?	
29)	"Average Annual Turnover Certificate" issued by CA duly mentioning UDIN for minimum Average Annual Turnover of the Bidder/OEM for last 3 year is submitted or not?	
30)	"PUF Density certificate" as per bid conditions mentioned in Buyer Added Specific ATC at Sl. No. 4 (i) are submitted or not?	
31)	"Test Report for MS Steel" as per bid conditions mentioned in Buyer Added Specific ATC at Sl. No. 4 (ii) are submitted or not?	

32)	An Undertaking that after expiry of warranty of 05 years , they will extend service and spares for repairs of the equipment for next 10 years on reasonable charges as per bid conditions mentioned in Buyer Added Specific ATC at SI. No. 6 (i) is submitted or not?	
33)	"List of spares" mentioned in Buyer Added Specific ATC at SI. No. 6(ii) which will be required for repair with price details is submitted or not?	
34)	An Undertaking that repairing item/accessories consumable like flashing, rivet etc in case of shifting on payment basis mentioned in Buyer Added Specific ATC at SI. No. 6(iii) is submitted or not?	
35)	Copies of relevant Contracts / Supply Orders/ A/T of same or similar category i.e. as per bid terms mentioned in Buyer Added Specific ATC at SI No. 8 (ii) are submitted or not?	
36)	Copies of Proof of execution of supply / Contract i.e. CRAC / Tax Invoice (price may be hidden) etc of same or similar category i.e. as per bid terms mentioned in Buyer Added Specific ATC at SI No. 8(iii) are submitted or not?	
37)	"Make in India (MII) Certificate" issued by CA duly mentioning "Percentage of local content" with "Details of the location (Factory / Manufacturing Plant Address) at which the local value addition is made" as per bid terms mentioned in Buyer Added Specific ATC at SI No. 11 / Appendix-"C" is submitted or not.	
38)	"Land border Sharing Declaration" as per Appendix-"D" is submitted or not?	
39)	"PRE CONTRACT INTEGRITY PACT" as per Appendix-E	
40)	"Check List And Acceptance" as per Appendix-'F' is checked & submitted or not?	
41)	<p>Firm's Declaration / undertaking that</p> <p>i) I / We / Firm have/has not submitted any false/forged/manipulated/misleading document in the instant TE or in any TE in the last three years.</p> <p>ii) Central/State Government Organization/PSU/ Public Listed Company has not found firm's documents to be fake / misleading in the last three years.</p> <p>iii) I / We / Firm am/are/is not insolvent/bankrupt, or subject to liquidation, court receivership or similar proceedings.</p> <p>iv) Contract of firm has not been terminated before completion of the contract due to their fault within the last three years.</p> <p>v) Firm (including partner firm) has not refused to accept the contract during bidding in the last three years.</p> <p>vi) Firm (including associate firms, partners, proprietors, directors) is not under debarment (blacklisted/banned/suspended etc.) by CRPF, GeM, MHA or other Ministry (in case debarment order is applicable across Ministries) on the date of TE opening.</p>	
(Signature of the Authorized 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.

[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---