



महानिरीक्षक (एनसीआर खण्ड) का कार्यालय
केन्द्रीय औद्योगिक सुरक्षा बल
(गृह मंत्रालय)

ब्लॉक न.11, 5वीं मंजिल
के.स.क.परिसर, लोधी रोड, नई दिल्ली-110003

No.पीआर-13019/एनसीआर खं/व्यव०/PROC/ANKLET WEB/2022-16937-(E) Dated : 02-01-2023
To,

The Asstt. Inspector General (Tech)
CISF HQrs., Block No. 13, CGO Complex
Lodhi Road, New Delhi 110003.

Subject :-PROCUREMENT OF 14840 PAIRS ANKLET WEB (KHAKE) 41210 PAIRS ANKLET WEB (BLACK), BY LEAD SECTOR; REG.

It is submitted that as per concurrence of FA/CISF and approval of the competent authority thereafter, the following Bid for **Procurement of Anklet web (Khaki) (14840 pairs)and anklet web (black) (41210 pairs), by lead sector**, has been published on GeM portal and is required to be uploaded on CISF website for publicity so that maximum participation of concerned firms may be ensured in the bid process. The details of the published Bid are as under:

Item	: <u>14840 PAIRS ANKLET WEB (KHAKE) AND 41210 PAIRS ANKLET WEB (BLACK)</u>
Bid No.	: GEM/2022/B/2822321
Bid Start Date	: 30-12-2022
Bid End Date & Time	: 14-01-2023, 19:00 Hrs.

02. The documents of the above mentioned Bid are enclosed herewith for ready reference.
03. In view of above, it is requested to kindly upload the above bid details on CISF website accordingly please.

Encl.: As above.

Digitally signed by
सुचित त्यागी
SUCHIT TYAGI,
वरिष्ठ कमाण्डेन्ट/सहायक महानिरीक्षक/एनसीआरएस
SR. COMMANDANT/AIG/NCRS,
IG NCR DELHI,
02-01-2023

Copy to:-

1. The Asstt. Inspector General (Prov.), CISF FHQrs, New Delhi : For kind information please.

Bid Document

Bid Details	
Bid End Date/Time	14-01-2023 19:00:00
Bid Opening Date/Time	14-01-2023 19:30:00
Bid Offer Validity (From End Date)	180 (Days)
Ministry/State Name	Ministry Of Home Affairs
Department Name	Central Armed Police Forces
Organisation Name	Central Industrial Security Force (cisf)
Office Name	Cisf Hq 13 Block Cgo Complex Lodhi Road Delhi 03
Total Quantity	56050
Item Category	Anklet Web (Q2)
Minimum Average Annual Turnover of the bidder (For 3 Years)	10 Lakh (s)
OEM Average Turnover (Last 3 Years)	75 Lakh (s)
Years of Past Experience Required for same/similar service	1 Year (s)
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years Of Experience and Turnover	Yes
Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Compliance of BoQ specification and supporting document *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
Past Performance	10 %
Bid to RA enabled	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid	Two Packet Bid
Primary product category	Anklet Web
Time allowed for Technical Clarifications during technical evaluation	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes

Bid Details	
Type Of Inspection	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	NITRA -Ghaziabad
Quality Assurance Plan document	1670321461.pdf
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	14

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

AC/DDO

CISF NCR Sector HQrs., 5th Floor, Block No.11, CGO Complex Lodhi Road, New Delhi-110003
(Assistant Commandant/ddo)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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Reserved for MSE

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

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

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

4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company 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. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

7. Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

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 / Public Listed Company. 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. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

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

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place

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

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

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

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

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

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

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

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

11. 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

Anklet Web (14840 pairs)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Registered Brand
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Technical Specifications

[* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Colour	Colours	Khaki
REGISTRATION	Whether registered with any Defence Authority	Yes, No

Specification	Specification Name	Bid Requirement (Allowed Values)
TEST REPORT	Availability of Test Report from NABL/ ILAC accredited or Central Government Lab to prove conformity of products to the specification	Yes, No
	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	Yes

Additional Specification Parameters - Anklet Web (14840 pairs)

Specification Parameter Name	Bid Requirement (Allowed Values)
Conformity of specification:	QRs/Specifications of the Anklet web (khaki) must be in conformity to the specification No. DMSRDE/T&GS/77/227(a) of Defence Ministry. In case of mismatch, contradiction or overlapping of product specifications on GeM with approved QRs/Specification, the value of approved QRs/Specification will be preferred. (Please find the approved QRs in pdf format uploaded under the column of Quality Assurance Plan Document).

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Manjeet Kumar	834004,2nd RB Ranchi CISF Unit Dhurwa Thrill Ashram Ranchi-834004	940	90
2	Shekhar Ramola	826005,BCCL Dhanbad CISF Unit Post-Koylanagar Dist-Dhanbad Jharkhand -826005	500	90
3	Manoj Kumar Maurya	490001,BSP Bhilai CISF Unit Sector-03 Post- Sector -1 Dist-Durg C.G.	400	90
4	Subrata Ghosh	713203,CISF UNIT DSP DURGAPUR PO - DURGAPUR DISTT - BURDWAN STATE - WEST BENGAL PIN - 713203	300	90

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
5	Dineshor Tongbram	781029,Gphqr Guwahati CISF Near A&G colony Hockey Stadium Road Beharbari-Basishta 781029	500	90
6	Nellore Perumallu	600090,SZ, Commandant CISF HQrs C -block Rajaji Bhawan Besant Nagar Chennai-600090	1700	90
7	Pushkar Parashar	500078,NISA HAKIMPET CISF TRAINING CENTRE -500078	900	90
8	Sanjoy Kumar Sarkar	700107,DIG/SEZ CISF CAMPUS KASBA No.553 EAST KOLKATA TOWNSHIP PO-ANANDAPUR KOLKATA-700107 WEST BENGAL	500	90
9	Alok Joshi	410210,Western Zone HQ CISF Complex Sector-35,Kharghar, Navi Mumbai,Distt- Raigarh Maharastra -410210	4300	90
10	Makwana Varunkumar Bhailalbai	201014,Zonal Store Campus CISF 5TH RB PO-Shipra Suncity Indrapuram Ghaziabad U.P.	4800	90

Anklet Web (41210 pairs)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Registered Brand
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Technical Specifications

* As per GeM Category Specification

Specification	Specification Name	Bid Requirement (Allowed Values)
Colour	Colours	Black as per (Air Force specification No. AIR HQ/DQAS/AC-069)
REGISTRATION	Whether registered with any Defence Authority	Yes, No
TEST REPORT	Availability of Test Report from NABL/ ILAC accredited or Central Government Lab to prove conformity of products to the specification	Yes, No
	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	Yes

Additional Specification Parameters - Anklet Web (41210 pairs)

Specification Parameter Name	Bid Requirement (Allowed Values)
Conformity of specification:	QRs/Specifications of the Anklet web (Black) must be in conformity to the specification No. DMSRDE/T&GS/77/227(a) of Defence Ministry. In case of mismatch, contradiction or overlapping of product specifications on GeM with approved QRs/Specification, the value of approved QRs/Specification will be preferred. (Please find the approved QRs in pdf format uploaded under the column of Quality Assurance Plan Document).

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Manjeet Kumar	834004,2nd RB Ranchi CISF Unit Dhurwa Thrill Ashram Ranchi-834004	4000	90
2	Shekhar Ramola	826005,BCCL Dhanbad CISF Unit Post-Koylanagar Dist-Dhanbad Jharkhand -826005	2300	90
3	Manoj Kumar Maurya	490001,BSP Bhilai CISF Unit Sector-03 Post- Sector -1 Dist-Durg C.G.	2400	90
4	Subrata Ghosh	713203,CISF UNIT DSP DURGAPUR PO - DURGAPUR DISTT - BURDWAN STATE - WEST BENGAL PIN - 713203	900	90
5	Dineshor Tongbram	781029,Gphqr Guwahati CISF Near A&G colony Hockey Stadium Road Beharbari-Basishta 781029	1210	90
6	Nellore Perumallu	600090,SZ, Commandant CISF HQrs C -block Rajaji Bhawan Besant Nagar Chennai-600090	6800	90
7	Pushkar Parashar	500078,NISA HAKIMPET CISF TRAINING CENTRE -500078	1000	90
8	Sanjoy Kumar Sarkar	700107,DIG/SEZ CISF CAMPUS KASBA No.553 EAST KOLKATA TOWNSHIP PO-ANANDAPUR KOLKATA-700107 WEST BENGAL	1000	90

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
9	Alok Joshi	410210,Western Zone HQ CISF Complex Sector-35,Kharghar, Navi Mumbai,Distt- Raigarh Maharashtra -410210	9900	90
10	Makwana Varunkumar Bhailalbai	201014,Zonal Store Campus CISF 5TH RB PO-Shipra Suncity Indrapuram Ghaziabad U.P.	11700	90

Special terms and conditions-Version:1 effective from 04-05-2020 for category Anklet Web

1. After award of contract, when specified in the Bid, Seller shall have to get Advance Sample(s) approved by the Buyer before starting Bulk Supplies. The Seller shall submit the Advance Sample(s) within 7 days from the date of placement of the order. The buyer shall approve or otherwise the Advance Sample(s) within 7 days from the date of receipt of the Advance Sample(s).

Buyer Added Bid Specific Terms and Conditions

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

a) Participating firms/suppliers shall ensure that their product i.e. Anklet web (Black & Khaki) shall fully comply with Approved QRs Specifications as enclosed in pdf format under column of Quality Assurance Plan Document. In case of mismatch, contradiction or overlapping of product specifications on GeM with approved QRs, the value of approved QRs/Specification will be preferred.

b) **Past Performance:** The Bidder or its OEM (themselves or through re-seller) should have supplied same or similar Category Products for 10% of bid quantity, in at least one of the last Five (5) Financial years before the bid opening date to any Central / State Govt. Organization / PSU / Public Listed Company. 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. The bidders satisfying the above condition will be considered for the bid in spite of condition of past performance vide point No. 08 of General Terms & Conditions for this bid.

c) **Approval of advance sample:** The inspection agency i.e. **Northern India Textile Research Association (NITRA)** is nominated for this bid. The seller shall have to submit the duly approved Advance Sample from above nominated inspecting agencies i.e. **Northern India Textile Research Association (NITRA)** within 7 days from the date of receipt of contract through GeM portal to the buyer which will be subsequently approved by buyer and on receipt of approval of the advance sample from buyer the bulk manufacturing of the store will be started by the seller. The testing charges of advance sample are to be borne by the seller.

d) The Anklet Web Black is mentioned as Black as per (Air Force specification No. AIF HQ/DQAS/AC-069 on GeM portal which cannot be amended hence it should be considered as Anklet Web of Black colour. However, **the Specifications of the Anklet web (black) must be in conformity to the specification No. DMSRDE/T&GS/77/227(a) (Please find approved QRs in pdf format uploaded under column of Quality Assurance Plan Document).**

e) To check the conformity of the product with the governing specifications, bidders will submit the copy of lab test report for confirmation of all the parameters of specifications while submitting the bid.

f) The bidder should upload the copies of invoice/CRAC/Contract order/supply order/third party inspection release note corresponding to the enclosed contracts in support of proof of supply as required in the bid. A self certificate by the bidder that the supplies against the invoices have been executed is required to be submitted by the bidder.

g) In case it is found that the CA certificate/documents pertaining to proof of supply/experience certificate/Lab report are false, manipulated or edited, the bid will be rejected at any stage of the procurement and the panel clause as per T&C of bid will be invoked against the defaulter.

h) Format for Self Certification under Preference to "MAKE IN INDIA" Policy.

With reference to the GeM bid No..... dated..... in line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/S.....(supplier name) are local supplier meeting the requirement of minimum Local content (50%) as defined in above orders for the material Against Bid/Tender No..... Details of location at which local value addition will be made is as follows: We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

i) The bidder is required to submit Bid Security Declaration in lieu of EMD in the following format:

BID SECURITY DECLARATION CERTIFICATE

To,
Inspector General
CISF NCR Sector HQrs.
5th Floor, Block-11, CGO Complex, Lodhi Road, New Delhi-110003

Sir,

With respect to Gem Bid No..... dated..... We M/S..... undertake that if we withdraw or modify our bid during the period of validity, or we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in bid document, we will be suspended for a period of 02 years from being eligible to submit bids for contract with the procuring entity i.e. CISF.

Yours

faithfully

(Signature of Authorized Signatory of Bidder, with Official Seal)

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**

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

4. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

5. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

6. 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 / Public Listed Company for 1 year 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.

7. 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.

8. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

9. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

10. 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.

11. Scope of Supply

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

12. 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.

13. **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): Northern India Textile Research Association (NITRA)

Post Receipt Inspection at consignee site before acceptance of stores: Board of Officers (BOO)

14. **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.

15. **Inspection**

Testing of Sample: The testing of advance sample and bulk sample during PDI will be carried at the designated AHSP labs. When testing facilities are not available, the facilities of Govt labs/NABL/Accredited labs will be utilized. The testing charges outside the designated AHSP labs to be borne by seller's.

16. **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.

17. **Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

18. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

19. **Sample Clause**

After award of contract - Successful Bidder shall have to get advance sample approved from buyer before bulk manufacturing / starting bulk supplies. Successful Bidder shall submit 13 samples for Buyer's approval, within 7 days of award of contract. Buyer shall, as per contract specifications framework, either

approve the advance sample or will provide complete list of modification required in the sample within 7 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample - the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller.

Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

20. **Sample Clause**

For clothing and allied items, if pre-dispatch Inspection clause has been selected in the Bid, the Inspection Agency shall forward sample from the accepted lot duly identified/ sealed by it, as Reference Sample to each consignee (one reference sample per consignee) for comparing the lot received at consignee end with such reference sample. Such reference samples will be treated as part of supplied quantity from the lot and cost shall be borne by the Buyer.

21. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

22. **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 Asstt. Commandant/DDO, CISF NCR Sector HQrs. payable at State Bank of India, CGO Complex, New Delhi. 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.

23. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of Asstt. Commandant/DDO, CISF NCR Sector HQrs., CGO Complex, New Delhi-03 A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

24. **Financial Criteria**

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

Disclaimer

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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](#)

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.

---Thank You---