

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	02-02-2026 11:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	02-02-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Home Affairs
विभाग का नाम / Department Name	Central Armed Police Forces
संगठन का नाम / Organisation Name	Central Reserve Police Force (crpf)
कार्यालय का नाम / Office Name	Dte. Genl.
कुल मात्रा / Total Quantity	2
वस्तु श्रेणी / Item Category	Crawler Hydraulic Excavator (V2) (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	50 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का) / OEM Average Turnover (Last 3 Years)	200 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	1 Year (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	50 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य /Estimated Bid Value	10000000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	300000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

26

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज 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।/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.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

IG

THE IG, NORTHERN SECTOR, CRPF, WEST BLOCK NO. 8, R.K. PURAM NEW DELHI 110066
(Shri Rakesh Agarwal, Ips)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई के लिए आरक्षित / Reserved for Make In India products

एमआईआई के लिए आरक्षित / Reserved for Make In India products

Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT

Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.

5. 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.

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

7. 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.

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

9. 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.

10. 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.

11. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% 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.

12. 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

Crawler Hydraulic Excavator (V2) (2 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम कटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Generic Parameters	Operating weight	20200.0 Or higher (kilogram)
	Shipping weight	20200.0 Or higher (kilogram)
	Bucket capacity (CuM)	0.9 - 40.0 Or higher (cubic meter)
Engine Parameters	Engine maximum horsepower (Gross Power) at rated RPM (hp)	140.0 - 2000.0 Or higher
Performance Parameters	Maximum digging depth	6000.0 Or higher (millimeter)
	Maximum cutting height	9000.0 Or higher (millimeter)
	Maximum loading height	6100.0 Or higher (millimeter)

Additional Specification Parameters - Crawler Hydraulic Excavator (V2) (2 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
QR/specification of Hydraulic Excavators 140 HP and above	QR/specification for procurement of Hydraulic Excavators 140 HP and above will be applicable as mentioned in Buyer added Text Based ATC
Painting	The equipment shall be painted in any colour as suggested by the buyer.
Publication	The manufacturer shall supply all the technical literature like operation and maintenance manual etc.
Operation/Training	Providing of Operations training of at least 5 days to buyer's Drivers/fitters followed by half yearly refresher training.

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

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	AJAY KUMAR SINGH	493441,Group Centre CRPF Raipur Vill-Bhilai, Tehsil-Arang, Distt- Raipur, Chhattisgarh - 493441	1	30
2	Anil Kumar	795113,Group Centre CRPF Imphal Langjing Imphal West Manipur-795113	1	30

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

1. Generic

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

2. Generic

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

3. Generic

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 %.

4. Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

5. 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.

6. 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.

7. 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):

Board of officer at showroom/factory premises

Post Receipt Inspection at consignee site before acceptance of stores:
Board of officer

8. 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

THE IG, CRPF, NORTHERN SECTOR, WEST BLOCK NO. 8, R.K. PURAM NEW DELHI 110066
payable at
State Bank of India

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

9. Scope of Supply

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

10. 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.

11. Certificates

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

12. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Delivery period of supply of items would be applicable from the contract date on GeM. Please note that contract can be cancelled unilaterally by the buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the buyer with / without applicability **of LD clause keeping in view of force majeure.**

02. The purchaser reserves the right to cancel the bidding process and reject all bids at any time prior to award of contract, without incurring any liability, what so ever to the bidder/bidders.

03. Payment will be made to the concerned firm on receipt of supply of goods by the consignees at their location as per issued GeM contract order terms & conditions.

04. Termination of Contract: - Time shall be essence of the contract. The Purchaser shall have the right to terminate this Contract without any notice in part or in full in any of the following cases: -

- a) The delivery of the material is delayed for causes not attributable to Force Majeure after the scheduled date of delivery.
- b) The Seller is declared bankrupt or becomes insolvent.
- c) The delivery material is delayed due to causes of Force Majeure by more than **30 days**.
- d) In case Performance Bank Guarantee (PBG) is not furnished within 10 days from the date of issuing of contract (supply order).

05. PURCHASEER'S DISCRETION: -

- a) Purchaser reserves the right to change the consignee and change the quantity of stores allowed to them as per requirement at any stage.
- b) Purchaser reserves the right to cancel / reject or scrap the bid without assigning any reason.
- c) Purchaser reserves the right to increase / decrease the quantity of store at any stage.
- d) Purchaser reserves the right to get the manufacturing capacity of all firms re-verified irrespective of the registration status.

06. OEM/OEM's Authorized Resellers/ Distributor are eligible for participation in this bid. (Genuine OEM and their genuine reseller are required to submit the OEM Certificate /OEM authorisation MAF).

07. **OEM/OEM's Authorized Resellers/ Distributor** are requested to go through the terms and conditions carefully and accordingly, to submit **all the documents / certificates / literature/ make, model of offered products and OEM Turnover as called for in the bid, failing which their offer shall liable to be rejected.**

08. **Seller will ensure to submit following declaration certificates along with bid documents**

BID SECURITY DECLARATION CERTIFICATE

(On firm's letter head)

To,

(Name of procurement entity)

.....
.....

Sir,

Tender No.....Dated.....Name of Item/Stores.....
.....We, M/s.....undertake that if we withdraw or modify our bid during the period of bid's validity, or if we are awarded the contract and we fail to sign the Contract or fail to submit a **Performance security Deposit** as per terms and conditions of GeM Bid as well as GeM Contract before the deadline defined in bids document, then we are liable to be suspended for the period of 02 years from being eligible to participate and submit bids for the Procurement Entity (CRPF).

Yours faithfully

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

09. **Seller will ensure to submit following declaration certificates along with bid documents: -**

DECLARATION FOR INSPECTION AGENCY(PDI)

(On firm's letter head)

I _____ (Name & Designation) of M/s _____ (Name of firm) is hereby declare that, I have understood that on bulk manufacture/readine

ss of ordered store at showroom/factory premises (PDI) will be carried out by the CRPF Board of Officers as Pre- Delivery Inspection (PDI) to check technical and physically parameters in presence of authorized person of the firm. The detailed Board of officers will prepare Board proceeding / report on the spot and submitted to CFA for further approval. Ordered Machines to be dispatched/delivered to consignee only after get approval of the Competent Authority.

Signature

Name of the firm.....

Designation

10. **Joint Receipt Inspection (JRI):** Joint Receipt Inspection (JRI) will be carried out at the place of consignee location before final acceptance by the CRPF Board of Officers along with a representative of seller. If any machine found defective during transportation the same must be replaced within scheduled Delivery Period before final acceptance. The Consignee's right of rejection in this regard will be final and absolute. JRI at the consignee location as per QRs & TDs.
11. **Participated firm will ensure to submit self-declaration certificate/ Undertaking (on firm letter head) along with Bid documents on single page with mentioning Bid reference and date .**
- 1) Self-declaration certificate No banned / blacklisted.
 - 2) Undertaking none submission of any false and forged documents.
 - 3) Undertaking No conflict of interest with the other bidder participated in the bid.
 - 4) Undertaking for genuineness of all Bid documents.
 - 5) Undertaking ATC acceptance certificate as Firm has accepted all terms and condition mentioned in the instant Bid.
 - 6) Undertaking that Successful L-1 Bidder will ensure to submit break up of cost of item i.e Basic cost + Transportation / packing cost + Taxes for evaluation of price reasonability at the item of supply of store/item.
 - 7) Undertaking for acceptance of 'Fall Clause' as per Manual for Procurement of Goods, Second Edition, 2024.
 - 8) Backloading of Store: - Undertaking that in case the rejected goods have not lifted by the supplier within the stipulated time, a ground rent will be paid (say at 03% per day of the value of goods as per contract.
 - 9) Make In India (MII) Certificate mentioning along with showing (clear %) of local content with matching manufacturing address of firm.
 - 10) **OEM/OEM's Authorized Resellers/ Distributor** are required to furnish a undertaking along with bid document that their offered product is meeting all the required parameters specified in the bid.

12 Participating firms will ensure to submit following undertaking on letter head:-

I, (Name, designation & address) of the firm.....(Name & address of the register office) hereby declare that: -

- a.) Our contracts have not been pre-maturely terminated before completion of contract due to our fault in last 03 Financial Year.
- b.) Our firm (including allied firm) has not refused to accept contract during the bid validity in last 03 Financial Year.
- c.) Our firm (including allied firm, 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 bid opening date, In case of default, EMD submitted by our/my firm will be forfeited.

13. Participated firm will ensure to submit "Contract order along with CRAC as a proof of Past Experience and past performance as per below format.

PERFORMANCE STATEMENT

(On letter head of bidder) Name of Bidder

Sl No	Organization which placed purchase order to bidder, Mention order No. & Date	Name of Item	Quantity	HSN code	Value in INR	CRAC No with date
01						

14. Participated firm will ensure to submit following documents: -

- a) UDYAM Certificate.
- b) VAR (Vender Assessment Report).

15. Warranty / Guarantee (Defect liability): - Bidder shall furnish a valid Warranty / Guarantee (Defect) certificate along with bid documents. Machine supplied against specification shall be deemed to bear the warranty of supplier against defective make and model, Spare parts etc and performance for period of 02 year from the date of receipt of machine at consignee end. And if, during the specified period, the machine supplied is found to be defective, the same shall be replaced immediately with serviceable spare parts within 07 days by the supplier at site free of any charges as may be decided by the purchasing officer, on recommendation of consignee/quality assurance authority.

16. ARBITRATION:

In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (Except as to any matter, the decision of which is specifically provided for by these or the special conditions), the same shall be referred to the sole arbitration of an officer in the Min. of law, appointed to be arbitrator by Director General, CRPF. There will be no objection that the arbitrator is a Government servant that he had to deal with the matters to which the contract relates or that in the course of his duties as a government servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract. As per terms of this contract:-

- a. If the arbitrator is a person appointed by the DG, CRPF In the event of his dying, neglecting or refusing to act, or resigning or being unable to act, for any reason or his aw

and being set aside by the court for any reason, it shall be lawful for Secretary, Min. of Home Affairs either to proceed with the reference himself or to appoint another person as Arbitrator in place of the outgoing Arbitrator. In every such case, it shall be lawful for the DG CRPF in place of the outgoing Arbitrator, as the case may be to act based upon the records of the proceedings as undertaken in arbitration, or to commence the proceedings de novo as he may at his discretion decide.

b. It is further a term of this contract that no person other than the person appointed by him should act as Arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.

c. The arbitrator may with the consent of all the parties to the contract enlarge the time from time to time for making and publishing the award.

d. Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be at the discretion of the Arbitrator.

i. Subject as aforesaid, **the Arbitration and Conciliation Act, 1996** as circulated in 2015 & 2021 and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

e. The venue of arbitration shall be the place where the contract is concluded or such other place as the DG, CRPF at his discretion may determine.

f. In this clause the expression the DG, CRPF means the DG, CRPF of the Ministry of Home Affairs for the time being and includes, if there be no DG, the Officer who is for the time being the administrative head of the CRPF, whether in addition to other functions or otherwise.

g. In case Tenderers do not agree to Arbitration clause as mentioned in the Tender Enquiry, they may opt for settlement through Court in New Delhi, India only. Jurisdiction of the Court as a result of this tender invitation will be the place from which the contract is issued i.e. New Delhi. All disputes arising out of the contract shall be settled in the jurisdiction of Territory of Delhi under provisions of Indian Court of Law.

h. Arbitration proceedings shall be conducted in a language mutually agreed,

preferably in English.

i. In case, at any stage, it is found that the award or contract which is the basis of the award is induced or effected by fraud or corruption, either party can approach the competent court of law to stay the award unconditionally pending disposal to the award under section 34 of the Arbitration and Conciliation (amendments) Act, 2021.

17. Qualitative Requirement for procurement of Hydraulic Excavator 140 HP

Sl. No.	Parameter	Requirements (Approximate)
(A) Key Specifications (Certification Parameters)		
01	Vehicle certification agency	NA
02	Compliance with pollution standards, safety standards of components and road worthiness as per CMVR rules	Yes
03	Availability of test report for the product from Any ILAC/NABI accredited/central government lab to be furnished to buyers on demand	NA
04	Conforming to ISO 7135 (latest) Earth-moving machinery - Hydraulic excavators	Yes

05	IS/ISO 6165 : 2006 Earth moving machinery - basic types - Identification and terms and definitions	Yes
06	IS 11114 : 2006 Earth-moving machinery - Definitions of dimensions and codes: Part 2 base machine	Yes
07	IS 11114 : 2006 Earth-moving machinery - Definitions of dimensions and codes: Equipment and attachments	Yes
08	IS13116 : 2006 Earth-moving machinery -Engine Test Code - Net power	Yes
(B) Generic Parameters		
01	Type of the excavator	Crawler
02	Electrical system voltage (in volts)	24 and above
03	Operating weight (kgs)	20000 and above
04	Shipping weight (kgs)	20000 and above
05	Bucket capacity (CuM) HD	0.9 and above
06	Standard boom length (mm)	5500 and above
07	Standard arm length (mm)	2200 and above
08	Ground pressure (kgf/cm ²)	0.47 and above
09	Fuel tank capacity (in Ltr)	300 and above
10	Digging tool used	Bucket
(C) Engine Parameters		
01	Engine	Water cooled, turbo charged diesel engine of ISUZU/BEML/TATA/ Kirloskar/Cummins or any reputed make.
02	Type of fuel	Diesel
03	Type of cycle	4 Stroke
04	Engine maximum horsepower (Gross Power) at rated RPM (hp)	140 and above

05	Rated RPM for engine maximum horsepower (rpm)	1800 and above
06	Max torque at rated RPM (Nm)	500 and above
07	Rated RPM for max torque (rpm)	1800 and below
08	Displacement (cc)	4400 and above
09	Number of cylinders	6 and above
10	Engine cooling system	Liquid cooled
11	Aspiration	Turbo Charged
(D) Construction Parameters		
01	Overall length (mm)	9000 and above
02	Overall width (mm)	2600 and above
03	Overall height (mm)	2800 and above
04	Upper structure ground clearance (mm)	1000 and above
05	Minimum ground clearance (mm)	400 and above
06	Tail swing radius (counterweight) (mm)	2700 and above
07	Operator Space	Cabin
08	Cabin Instrumental panel with audio and visual indicators	Yes
09	Rear view large convex mirror	Yes
10	Front screen wiper	Yes
11	Service hour meter	Yes
12	Complete Instrumentation	Yes
13	Electric horn	Yes
14	Parking brakes	Yes
15	Emergency shut off	Yes

(E) Under carriage Parameters

01	Number of carrier rollers on each side	2 or more
02	Number of track rollers on each side	7 or more
03	Number of shoes on each side	45 and above
04	Undercarriage overall width (mm)	2600 and above
05	Undercarriage overall length (mm)	4000 and above
06	Undercarriage overall height (mm)	800 and above
07	Track shoe width (mm)	500 and above
08	Track gauge with track extended (mm)	2200 and above
09	Track gauge with track retracted (mm)	2200 and above
10	Ground contact area (Sq. Mtrs)	3 and above

(F) Performance Parameters

01	Maximum swing speed (Round per minute)	11 and above
02	Reach at ground level (mm)	9000 and above
03	Maximum digging depth (mm)	6000 and above
04	Maximum digging Reach(mm)	9000 and above
05	Maximum cutting height(mm)	9000 and above
06	Maximum loading height(mm)	6000 and above
07	Maximum vertical wall digging depth(mm)	5000 and above
08	Travel speed (Km/h)	3 and above
09	Gradeability (degree)	30 and above
10	Force at bucket curl at the tip / Bucket digging force (KN)	130 and above
11	Stick crowding force / Arm digging force (KN)	110 and above

12	Draw bar pull (KN)	140 and above
13	Tipping load (Kgs)	10000 and above
14	Fuel consumption for earthwork application (litter/ hour)	15 and below
15	Warranty time (in Years)	A warranty period of minimum 2 years or more for unlimited hours of operation should be provided by the manufacturer.
16	Operating hours during warranty period	2000 and above
17	Number of free services	05 and above
18	Painting	The equipment shall be painted in any colour as suggested by the buyer.
19	Publication	The manufacturer shall supply all the technical literature like operation and maintenance manual etc.
20	Operation/Training	Providing of Operations training of at least 5 days to buyer's Drivers/fitters followed by half yearly refresher training.

.....

अस्वीकरण/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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.

5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/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.

---धन्यवाद/Thank You---