

DIRECTORATE GENERAL NATIONAL DISASTER RESPONSE FORCE

NDCC-II BUILDING, 6th FLOOR, JAI SINGH ROAD,
NEW DELHI-110 001

CORRIGENDUM NOTICE NO. 01
(Consisting of 01 page only)

No. 1-17018//Proc/1585/HQ-NDRF/2022/ **1612**

Dated, the **06** Dec, 2022

Reference to this NDRF HQ GeM Bid No.GEM/2022/B/2651620 dated 17/11/2022 in connection with Procurement of 5964 Nos. Synthetic Life Jacket for NDRF Bns.

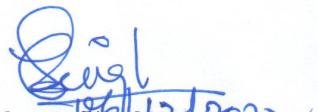
2. In partial modification of this NDRF HQ GeM Bid No.GEM/2022/B/2651620 dated 17/11/2022 are as under :-

Specification	FOR CLAUSE		READ AS
At Page No.5 Material	Specification	Bid Requirment	
	Name	(Allowed Values)	
	Outer Fabric for Synthetic Life Jacket	Polyurethane coated Nylon Fabric, any other material as per buyer's requirements	Polyurethane coated Nylon Fabric only
S/N	Buyer Added Bid Specific ATC		
At page No.9 at S/N.16 (1)	Bidder has to provide one free tender sample with all accessories alongwith original lab test report from any Govt. approved NABL lab on returnable basis for field trial when asked by HQ NDRF. (Bidder should upload lab test report and undertaking to provide one free sample). The sample will only be asked from the Bidder who fulfills all the terms & conditions to submission of documents.		Advance sample is not required as the sample required at Technical Evaluation stage from the Bidder who fulfills all the terms & conditions to submission of documents. Further, material test of the Life Jacket from any Govt. approved NABL lab be accepted. The lab should have the capability to test the parameters of tendered equipment
At page No.9 at S/N.16 (5)	As per " Make in India" clause, please upload the specific format to follow and upload with tender documents to avoid any confusion further.		Format attached herewith

Additional Specifications bid requirement

BIS certifications may be accepted but the stamping of IRS on sample and approval of IRS is mandatory.

Note: - Remaining terms and conditions of the GeM bid will remain unchanged.


(Gyaneshwar Singh)
Second-in-Command/(Proc) HQ DG NDRF
For and on Behalf of President of India

Bid Corrigendum

GEM/2022/B/2651620-C3

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. **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. **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. 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.
4. 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 2 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
5. **Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
6. **IMPORTED PRODUCTS:** In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.
7. **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 Officers detailed by HQ NDRF
Post Receipt Inspection at consignee site before acceptance of stores: Board of Officers detailed by Consignee
8. **NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.
9. 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.
10. 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.
11. **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.
12. **OEM Turn Over Criteria:** The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant

periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

13. Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
14. Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
15. Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 15 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.
16. Buyer Added text based ATC clauses
 1. Bidder has to provide one free tender sample with all accessories along with original lab test report from any Govt approved NABL lab on returnable basis for field trial when asked by HQ NDRF. (Bidder should upload lab test report and undertaking to provide one free sample). The sample will only be asked from the Bidder who fulfills all the terms & conditions in relations to submission of documents.
 2. Buyer reserves the right to check the manufacturing capacity of any Bidders/OEMs verified through its representative or any inspecting agencies, irrespective of their registration status at any stage.
 3. Physical copy of EMD should be deposited to Procurement branch, HQ NDRF within 5 days from bid opening date (excluding Saturday, Sunday & Holiday).
 4. Physical copy of Performance Bank Guarantee should be deposited to Procurement branch, HQ NDRF within 15 days from the award of contract or else contract is liable to be cancelled.
 5. The bidder should submit undertaking regarding Make in India content as per proforma circulated by DPIT (In case the bidder is not OEM, the certificate should be obtained from OEM). The bidder shall be solely responsible for the undertaking submitted for the compliance of MII (Make in India) Policy. In case of any deviation found at any stage, the bidder's claim will be cancelled and will be blacklisted for minimum 2 years from this organization and case will be projected to GeM for action at their end.
 6. Pre-bid meeting will be held at HQ DG NDRF, 6th Floor, Jai Singh Road, New Delhi on 24/11/2022 at 1500 hrs
17. Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)