

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	20-02-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	20-02-2026 18:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (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	National Disaster Response Force (ndrf)
कार्यालय का नाम/Office Name	Hq Ndrf New Delhi
कुल मात्रा/Total Quantity	33
वस्तु श्रेणी /Item Category	Multi Gas detector (IMS)
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Multi Gas detector (IMS)
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Multi Gas Detector (V1), Toxic Gas Detector, HydroCarbon gas detector, Explosives / Narcotics Trace Detector, SF6 Gas Leakage Detector (GIS), Hand Held Explosive Detector (HHED) as per MHA QR (V2), Multi Gas Detector (LEL,O2,H2S and CO/NH3/SO2/C12 Level) with Pump - Combustible Sensor Detector (Catalytic Type) (IOCL), Smart Gas Transmitter-IS:60079, IS:60529, Electric A / C Gas Leak Detector Complete Set Kit for Educational Purpose
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>Multi Gas Detector (LEL,O2,H2S and CO/NH3/SO2/C12 Level) with Pump - Combustible Sensor Detector (Catalytic Type) (IOCL)</li> <li>Toxic Gas Detector</li> <li>Gas Chromatography Mass Spectrometry (GC - MS)</li> </ul>
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	93 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	934 Lakh (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes   Complete

<b>बिड विवरण/Bid Details</b>	
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / <b>Startup Relaxation for Years Of Experience and Turnover</b>	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़/ <b>Document required from seller</b>	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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/ <b>Do you want to show documents uploaded by bidders to all bidders participated in bid?</b>	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/ <b>Bid to RA enabled</b>	Yes
रिवर्स नीलामी योग्यता नियम/ <b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
बिड का प्रकार/ <b>Type of Bid</b>	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / <b>Time allowed for Technical Clarifications during technical evaluation</b>	4 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	Yes
<b>Inspection to be carried out by Buyers own empanelled agency</b>	Yes
<b>Type Of Inspection</b>	Pre Dispatch
<b>Name of the Empanelled Inspection Agency/ Authority</b>	Board of Officers
<b>मूल्यांकन पद्धति/Evaluation Method</b>	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / <b>Financial Document Required</b>	Yes
मध्यस्थता खंड/ <b>Arbitration Clause</b>	No

**बिड विवरण/Bid Details****सुलह खंड/Mediation Clause**

No

**ईएमडी विवरण/EMD Detail**

एडवाइजरी बैंक/Advisory Bank

State Bank of India

ईएमडी राशि/EMD Amount

2803405

**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).

18

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/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 :**

PAO NDMA

Safdarjung Enclave, New Delhi through HQ DG NDRF, New Delhi (Pao)

(Pao)

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

**एमआईआई खरीद वरीयता / MII Purchase Preference**

एमआईआई खरीद वरीयता / MII Purchase Preference

Yes

मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%

20

मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference

50

सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)
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#### 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. 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.
7. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local

content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

8. 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.

#### **9. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives**

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with 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.

10. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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
- 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

#### Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
06-02-2026 11:00:00	Conference Hall, HQ DG NDRF, 6th Floor, NDCC Building-II, Jaisingh Road, New Delhi-110001

#### Multi Gas Detector (IMS) ( 33 pieces )

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

#### तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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#### 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	Gaurav Balaso Jangate	754006,The Commandant, 03 BN NDRF, MUNDALI Distt-CUTTACK (ODHISHA)-754006	2	120

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
2	Kuldeep Sharma	781017,The Commandant, 01 Bn NDRF, PATGAON, PO-AZARA , DISTRICT- KAMRUP, Near-AZARA RAILWAY STATION, GUWAHATI (ASSAM)-781017, Kamrup, 781017	2	120
3	Santosh Kumar	801103,The Commandant, 09 Bn NDRF, Ara Road Bihta, NH-30, PO- Bihta, Distt-Patna (Bihar)-801103	2	120
4	Ram Bhavan Singh Yadav	221002,The Commandant, 11 Bn NDRF, Goutambudh Bhawan, Maqbul Alam Road, Varanasi (Uttar Pradesh)-221002	2	120
5	Dilbag Singh	521212,The Commandant 10 BN NDRF, Village-Adavinekkalam, Nunna Town, Viajywada, Distt-Krishna (Andra Pradesh) Pin Code-521212	2	120
6	Devender Parkash	151001,The Commandant, 07 BN NDRF 81 Bibiwala Road, Distt-Bhatinda (Punjab)-151001	2	120
7	Kunal Tiwari	201002,The Commandant, 08 BN NDRF, SECTOR 19 KAMALA NEHARU NAGAR GHAZIABAD (UP)-201002	2	120
8	RAJENDER KUMAR	391510,THE Commandant, 06 BN NDRF, JAROD CAMPUS, PO-JHAROD, NEAR JARODIA PURA, TEHSIL-WAGODIA, DISTT-VADODARA (GUJARAT)-391510	2	120
9	Pushpendra Kumar	741246,The Commandant, 2 BN NDRF, Haringhata, PO-Mohanpur, Distt-Nadia (West Bengal)-741246	2	120
10	Praveen S Prasad	631152,The Commandant, 04 Bn NDRF, ARAKKONAM, POST-SURAKSHA CAMPUS, DISTRICT-RANIPET (TAMIL NADU)-631152	2	120
11	Anand Kumar Patel	791112,The Commandant, 12 BN NDRF, Vill + PO - DOIMUKH, DISTRICT - PAPUM PARE, (ARUNACHAL PRADESH)-791112	2	120
12	Dev Darshan Belwal	141008,The Commandant 13 BN NDRF, PO- LADHOWAL, Distt- LUDHIANA ( PUNJAB ) - 141008	2	120

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
13	Rohitashwa Mishra	263152,The Commandant, 15 BN NDRF, KISHAN SANKARI MILL BUILDING GADARPUR, POST-GADARPUR , DISTRICT-UDHAM SINGH NAGAR, UTTARAKHAND-PIN CODE-263152 CONTACT NO-05949-231198	2	120
14	Shivendra Kumar Chaturvedi	110077,The commandant, 16 BN NDRF, RRC Campus Sector 7 Dwarka New Delhi-110077	2	120
15	PRAMOD KUMAR SINGH	412109,The Commandant, 05th Battalion NDRF, Village at post-Sudumbare Near Siddhanth Engineering college, Taluk-MAVAL, District- PUNE, MAHARASHTRA-412109	3	120
16	Anil Talkotra	176201,The Commandant, 14 BN NDRF (JACHH) JASSUR, Tehsil-NURPUR, Distt- KANGRA (Himachal Pradesh)-176201	2	120

## 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

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. Generic

**Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

## 5. OEM

**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.

## 6. 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 Officers by HQ NDRF

Post Receipt Inspection at consignee site before acceptance of stores:  
Board of Officers by Consigne

## 7. Financial Criteria

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

## 8. 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.

## 9. 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.

## 10. 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.

## 11. Turnover

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

## 12. Service & Support

**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.

13. **Warranty**

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

14. **Warranty**

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.

15. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Additional Terms & Conditions:-**

1. All participating firms to submit following certificates on firm's letter head.-

- (a) MAF certificate.
- (b) Bid Security Declaration.
- (c) Non-Blacklist Certificate.
- (d) Bidder Financial Standing.
- (e) Local Content Certificate.
- (f) Sharing Land Border with India.
- (g) Undertaking for cartel Formation

The format of above certificate are as under:-

**(a) MAF Certificate:-**

**OEM/ MANUFACTURER'S AUTHORISATION FORM (MAF)**

To,

Dy.Inspector General (Prov),  
HQ DG NDRF  
6<sup>th</sup> floor NDCC Building-II  
Jai Singh Road,  
New Delhi- 110001

Dear Sir,

Ref: Your GeM Bid No. \_\_\_\_\_ dated \_\_\_\_\_

We, \_\_\_\_\_ who are proven and reputable manufacturers of \_\_\_\_\_  
\_\_\_\_\_ (name and description of the goods offered in the tender) having

factories at \_\_\_\_\_, hereby authorise Messrs \_\_\_\_\_ (*name and address of the agent*) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also state that we are not participating directly in this bid.

We also hereby extend our full warranty, CMC (if any) for the goods and services offered for supply by the above firm against this bid document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorised agent.

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly”

Yours faithfully,

[Signature with date, name, designation and e-mail]

for and on behalf of Messrs \_\_\_\_\_

[Name & address of the manufacturers]

Note: This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

(2) The purchaser reserves the right to verify this document with its signatory.

**(b) Bid Security Declaration** : Micro and Small Enterprises/Startups or any other exempted entity should submit Bid Securing Declaration as per format given below failing which their participation will be liable to be straight way rejected during initial scrutiny and no opportunity will be given to provide the same during review representation: -

GeM Tender No..... Dated.....

### **BID SECURING DECLARATIONS CERTIFICATE**

(Applicable only For MSE/Start-ups Sellers OR any other entity for exemption of EMD).

To,

Dy. Inspector General (Prov),

HQ DG NDRF

6<sup>th</sup> floor NDCC Building-II

Jai Singh Road,

New Delhi- 110001

Sir,

Tender/GeM. Bid No. \_\_\_\_\_ We, M/s- \_\_\_\_\_ under take 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 bids documents, we will be suspended for the period of 02 years from being eligible to submit bids for contract with procuring entity i.e- NDRF , Ministry of Home Affairs.

Yours faithfully

(Sig of Auth Signatory of Firm with Seal)

**(c) Non-Blacklisting Certificate:-**

Bid No..... Date.....

We M/s \_\_\_\_\_ do hereby undertake that our firm has not been blacklisted by any Govt/PSU agencies in last two years.

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

**(d) Bidder Financial Standing:-**

Bid No..... Date.....

We M/s \_\_\_\_\_ do hereby undertake that our firm has not under liquidation, court receivership or similar proceedings and also not bankrupt on any account.

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

**(e) Local Content Certificate: -**

-

**SELF-CERTIFICATION UNDER PREFERENCE TO MAKE IN INDIA AND LOCAL CONTENT**

To,  
Dy. Inspector General (Prov),  
HQ DG NDRF  
6<sup>th</sup> floor NDCC Building-II

Jai Singh Road,  
New Delhi- 110001

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and its amendments, we hereby certify that we M/s \_\_\_\_\_ are local supplier meeting the requirement of minimum local content i.e., \_\_\_\_\_.% as defined in above orders for the material against IPR Enquiry/Tender No.....dated..... Details of location at which local value addition will be made 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 Rules 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.

Signature with date:

Name:

Designation:

Official Seal

**(f) Sharing Land Border with India:-**

Bid No.....

Date.....

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/bidder fulfils all requirements in this regard and is eligible to be considered for procurement on GeM.

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

**(g) Undertaking for Cartel Formation:-**

Bid No .....Date .....

We hereby, give and undertaking that we will not be a part of cartel with other vendors and will quote competitive rate in the tenders: otherwise would face expulsion from the list of vendors.

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

**2. RIGHT TO REJECTION**

- (i) The decision of the DG NDRF shall be final as to the quality of the store and shall be binding upon the Tenderers and in case of any of the articles supplied not being found as per specification shall be liable to be rejected or replaced and any expenses or losses caused to the supplier should be borne by the supplier and ensured by the supplier that articles supplied should be best in quality and free from all defects.
- (ii) The acceptance of articles will be made only when the articles are inspected and found up to the standard/ as per specifications and free from all defects.
- (iii) The rejected stores must be removed by the Tenderers from the consignee's premises within 15 days from the date of the intimation about rejection at the risk and cost of the Tenderer. The In-charge of stores concerned will take reasonable view of such materials but in no case shall be responsible for any loss, shortage, damage that may occur to it while it is in the premises of the consignee

### **3. DELIVERY OF STORES**

- (i) Delivery period will include the inspection and replacement of rejected lot.
- (ii) Firm should not deliver stores to consignee(s) beyond scheduled Delivery Period without obtaining prior sanction of purchaser.
- (iii) Under the contract, the stores are of utmost importance and need to be delivered within DP as the stores are life-saving. Late delivery may cause loss of lives. Seller is liable to pay the LD charges for the loss likely to be caused to buyer due to late supplies as per T & C.
- (iv) No grace period will be provided after the stipulated delivery period, however the decision will be taken as per the circumstances and the buyer may extend DP with or without LD.

### **4. LAW GOVERNING THE CONTRACT**

- (i) The contract shall be governed by the laws in force as of date in India and interpretation would be done accordingly.
- (ii) Jurisdiction of Court: The courts of the New Delhi shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

### **5. ARBITRATION**

- (i) Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (ii) In the case of dispute or difference arising between the purchaser and the supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be settled in accordance with the Indian Arbitration and Conciliation Act, 1996.

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- 6. Physical copy of EMD should be deposited to Procurement branch, HQ NDRF within 5 days from bid opening date (excluding Saturday, Sunday & Holiday).
- 7. 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.
- 8. Bidder should be ready to deposit a free tender sample with all accessories along with original lab test report **as per the trial directives mentioned in the bid** on returnable basis for physical evaluation, after listing from NDRF HQ & the sample will be returned only on the finalization of the bid.

9. Buyer have right to test/verify the tender sample/sample from bulk production/supplied store or at any stage from the NABL accredited/Govt lab, the testing charge will be borne by the seller.
10. Training: - Firm will provide operational/technical training at consignee's location/locations intimated by the buyer through Physically/Virtually as per the decision of purchaser/buyer for a duration of 03 days free of cost .
11. Bidder should upload the relevant documents/undertaking confirming the all parameter of technical specifications uploaded through Buyer Added Bid Specific ATC clause.
12. Discussion points/clarifications in Pre-bid meeting should reach this HQ by 04/02/2026 through e-mail (e-mail id - [dcproccell-ndrf@gov.in.](mailto:dcproccell-ndrf@gov.in))
13. **As approved by the competent authority, bidders who have already conducted & qualified during physical trial for the same make and model within the last two years may be exempted from the physical trial upon their request.**
14. The bidders should upload legible, attested documents in proper sequence with an abstract as given below:

S.N	Particular of documents	Page No.
I.	Bidder Turnover (In case bidder is OEM then not required)	<b>Marked as annexure 'A'</b>
II.	OEM Authorization Certificate (In case bidder is OEM, Manufacturing Certificate)	<b>Marked as annexure 'B'</b>
III.	OEM turn over	<b>Marked as annexure 'C'</b>
IV.	Seeking exemption letter (from turn over and EMD criteria if any)	<b>Marked as annexure 'D'</b>
V.	Bid Security Declaration	<b>Marked as annexure 'E'</b>
VI.	Non-Blacklisting Certificate	<b>Marked as annexure 'F'</b>
VII.	Bidder Financial Standing	<b>Marked as annexure 'G'</b>
VIII.	Local Content Certificate	<b>Marked as annexure 'H'</b>
IX.	Sharing Land Border with India	<b>Marked as annexure 'I'</b>
X.	Undertaking for cartel Formation	<b>Marked as annexure 'J'</b>
XI.	Acceptance of T&C	<b>Marked as annexure 'K'</b>
XII.	MII Certificate	<b>Marked as annexure 'L'</b>
XIII.	Accessories-Minimum 05 Simulants of 100 ml each to be provided with equipment for training purpose. Cost of simulants may also include in the cost of Multi Gas detector	<b>Marked as annexure 'M'</b>

**15. Compliance of Technical Specification:-**

**SPECIFICATIONS OF MULTI GAS DETECTORS (FTIR)**

SN	Specification	Trial Directives	
a.	<b>Principle:</b> - Based on Ion Mobility Spectrometry (IMS) principle with minimum interferences.	--	<b>Confirmation by Vendor</b> __.
b.	Detector should be handheld and be able to indicate and display name/class of compounds detected.	BOO to physically check and verify the parameter.	<b>Confirmation of Vendors</b> __.
c.	<p>Minimum 20 chemicals out the list mentioned below:-</p> <p><b>a) CWA Chemicals: - (All CWA chemicals mentioned below)</b></p> <ul style="list-style-type: none"> <li>i. Warfare agent - VX</li> <li>ii. Warfare agent - Sarin (GB)</li> <li>iii. Warfare agent-Sulfur Mustard (HD)</li> <li>iv. Warfare agent - Tabun (GA)</li> <li>v. Warfare agent - Soman (GD)</li> <li>vi. Warfare agent - Cyclosarin (GF)</li> <li>vii. Warfare agent - Lewisite</li> </ul> <p><b>b) TICs: - (Minimum 13 Chemicals)</b></p> <ul style="list-style-type: none"> <li>i. Carbon disulfide</li> <li>ii. Thionyl Chloride</li> <li>iii. Methyl hydrazine</li> <li>iv. Phosgene (CG)</li> <li>v. Cyanogen Chloride (CK)</li> <li>vi. Diborane</li> <li>vii. Bromine</li> <li>viii. Fluorine</li> <li>ix. Hydrogen cyanide (HCN)</li> <li>x. Chlorine</li> <li>xi. Sulfur dioxide</li> <li>xii. Hydrazine</li> <li>xiii. Hydrogen sulfide</li> <li>xiv. Hydrogen fluoride (HF)</li> <li>xv. Formaldehyde</li> <li>xvi. Nitric acid</li> <li>xvii. Hydrogen chloride</li> <li>xviii. Hydrogen bromide</li> </ul>	BOO to check and verify through lab test report from Govt/ NABL accredited lab/ International Lab	<b>Confirmation by Vendor</b> __ & lab test report from Govt/ NABL accredited lab/International Lab at page No.__.

d	<b>Detection Sensitivities</b>		<b>Confirmation by Vendor__ &amp; lab test report from Govt/ NABL accredited lab/International Lab at page No. __.</b>
	a) Nerve Agents & VX: 0.05 mg/m <sup>3</sup> (GA, GB, GD, GF, VX)	BOO to check and verify through lab test report from Govt/ NABL accredited lab/ International Lab	
	b) Blister Agents: 0.5 mg/m <sup>3</sup> (HD& Lewisite)	BOO to check and verify through lab test report from Govt/ NABL accredited lab/ International Lab	
e	<b>Response time:</b> - Response time must be < 60 Sec at the above stated concentration.	BOO to check and verify through lab test report from Govt/ NABL accredited lab/ International Lab	<b>Confirmation by Vendor__ &amp; lab test report from Govt/ NABL accredited lab/International Lab at page No. __.</b>
f.	<b>Time to be ready:</b> < 05 minutes after switch on.	BOO to physically check and verify the parameter.	<b>Confirmation by Vendor__ .</b>
g.	<b>Recovery time:</b> - Recovery time must be < 03 Minutes at the above stated concentration.	BOO to check and verify through lab test report from Govt/ NABL accredited lab/ International Lab	<b>Confirmation by Vendor__ &amp; lab test report from Govt/ NABL accredited lab/International Lab at page No. __.</b>
h.	It must sense vapors samples from agents present in the atmosphere in the form of Gas, vapors or aerosol.	BOO to check and verify through lab test report from Govt/ NABL accredited lab/ International Lab	<b>Confirmation by Vendor__ &amp; lab test report from Govt/ NABL accredited lab/International Lab at page No. __.</b>
i.	<b>Alarm:</b> - Must be capable of providing visual alarms for agent class (Nerve, Blister, Blood, Chocking and TICs)  Must be capable to provide <b>audio and visual alarm</b> with LCD/LED.	BOO to physically check and verify the parameter.	<b>Confirmation by Vendor__ .</b>
j.	The chemical agent detector must be compatible to store the data.  The chemical detector shall be capable of having workable memory & with data transfer speed of 04 Mbps or more.  Mobile Software: - Allow for real-time operation and data transfer using external power sources.	BOO to physically check and verify the parameter.	<b>Confirmation by Vendor__ .</b>
k.	Instrument must not give false alarm in continuous operation of minimum 06 hrs in normal Indian environment.	BOO to check and verify through OEM certification.	<b>Confirmation by Vendor__ OEM certification. at page No. __.</b>
l.	<b>Interferences:</b> - Instrument should be designed to suppress interferences from common and uncommon environmental chemicals like burning petrol/ diesel, burning tyres, grasses, DS2 solution, to reduce the likelihood of false positives or negatives.	BOO to check and verify through OEM certification.	<b>Confirmation by Vendor__ &amp; OEM certification.at page No. __.</b>

m.	<b>Operating Temperature:</b> - -10 to +50 degree C  <b>Storage Temperature:</b> - -20 to +60 degree C	BOO to check and verify through OEM certification	<b>Confirmation by Vendor__ &amp; OEM certification.</b> at page No.__.
n.	Temperature and environmental test must meet JSS55555/ MIL-461E/810F or other equivalent standards for the instrument in semi protected conditions.	BOO to check and verify through lab test report from Govt/ NABL accredited lab/ International Lab	<b>Confirmation by Vendor__ &amp; lab test report from Govt/ NABL accredited lab/International Lab</b> at page No.__.
o.	<b>IP Rating:</b> IP 65 or better	BOO to check and verify through lab test report from Govt/ NABL accredited lab/ International Lab	<b>Confirmation by Vendor__ &amp; lab test report from Govt/ NABL accredited lab/International Lab</b> at page No.__.
p.	Input power must be 6 to 12 V DC rechargeable battery with charger.	BOO to check and verify through OEM certification	<b>Confirmation by Vendor__ &amp; OEM certification</b> at page No.__.
q.	Instrument must able to run for minimum 06 hrs continuously with a single (rechargeable) battery unit.	BOO to physically check and verify the parameter.	<b>Confirmation by Vendor__ .</b>
r.	<b>Weight:</b> The weight of instrument must < 03 Kgs with battery.	BOO to physically measure the weight of the equipment.	<b>Confirmation by Vendor__ .</b>
s.	Spare part list, instructions for user, complete equipment schedule and any other relevant documents must be provided.	BOO to check and verify through OEM certification/ undertaking	<b>Confirmation by Vendor__ &amp; OEM certification/ undertaking</b> at page No.__.
t.	Must have provision for software/Data library upgradation with additional focus on data downloading accessories for Personal Computer with software and hardware.	BOO to check and verify through OEM certification/ undertaking	<b>Confirmation by Vendor__ &amp; OEM certification/ undertaking</b> at page No.__.
u.	<b>Shelf life:</b> Minimum 10 years.	BOO to check and verify through OEM certification/undertaking	<b>Confirmation by Vendor__ &amp; OEM certification/ undertaking</b> at page No.__.
v.	Must provide warranty of at least 01 year or more and maintenance support for 10 years.	BOO to check and verify through OEM certification/ undertaking	<b>Confirmation by Vendor__ &amp; OEM certification/ undertaking</b> at page No.__.
w.	Easy maintainable at unit/site level. Firms to provide adequate maintenance tool & must have service/ maintenance facility in India.	BOO to check and verify through OEM certification/ undertaking	<b>Confirmation by Vendor__ &amp; OEM certification/ undertaking</b> at page No.__.
x.	Documentary evidences are required to support the compliance statement wherever applicable.	BOO to check and verify through OEM certification/ undertaking	<b>Confirmation by Vendor__ &amp; OEM certification/ undertaking</b> at page No.__.
y.	Accessory: - Simulants be provided with equipment for training purpose.	BOO to physically check the parameter.	<b>Confirmation by Vendor__ .</b>

**16. The participating Vendors must be filled the S/No 14 & 15 otherwise invitation of the ven**

**dors will not be entertained.**

## 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---**