



No.1-17018/Proc/1392/HQ NDRF/2024- 1147  
भारतसरकार, गृहमंत्रालय/Government of India, Ministry of Home Affairs  
महानिदेशालय/Directorate General  
राष्ट्रीय आपदा मोचन बल/National Disaster Response Force  
क्रयशाखा/Procurement Branch  
e-mail: [dcproccell-ndrf@gov.in](mailto:dcproccell-ndrf@gov.in)



छठवीं मंजिल / Sixth Floor,  
एनडीसीसी-2 भवन / N.D.C.C.-II Building,  
जय सिंह रोड / Jai Singh Road  
नई दिल्ली / New Delhi - 110001  
Dated, the 10 June 2024

To,

Smt. Pooja Narang  
Sr. Account Officer  
HQ NDRF


**Sub:- Procurement of 24 Nos. Flash Light (High Beam) for NDRF Bns.  
regarding**

It is submitted that 24 Nos. Flash Light (High Beam) for NDRF Bns. are required to be procured under budget head M & E (Gen) during current financial year 2024-25.

2. In this regard, a GeM bid No. GEM/2024/B/4918716 dated 04/06/2024 for procurement of 24 Nos. Flash Light (High Beam) for NDRF Bns. has already been floated on GeM Portal and pre-bid meeting of equipment is scheduled to be held on 19/06/2024 at 1500 hrs at Conference Hall, HQ NDRF, 6<sup>th</sup> Floor, NDCC-II Building, Jaisingh Road, New Delhi-110001.

3. IFA NDRF has nominated you as a rep of IFA NDRF. Therefore, you are requested to attend pre bid meeting as well as for further procurement process.

4. The copy of Bid is being sent through mail.

  
(Gyaneshwar Singh)  
Commandant (Prov/Proc)  
HQ DG NDRF

Copy to-

1. 2IC (Adm), HQ NDRF : For info & make necessary arrangement for said meeting.
2. DC (IT Cell), HQ NDRF : Request to upload the above mentioned GeM bid (copy enclosed) in NDRF Website for wide publicity upto 31/12/2024 please.
3. Budget Section, HQ NDRF : For info & n/action please.



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/4918716  
Dated/दिनांक : 04-06-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-06-2024 10:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-06-2024 10:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Home Affairs
Department Name/विभाग का नाम	Central Armed Police Forces
Organisation Name/संगठन का नाम	National Disaster Response Force (ndrf)
Office Name/कार्यालय का नाम	Hq Ndrf New Delhi
Total Quantity/कुल मात्रा	24
Item Category/मद केटेगरी	hand held search light (Q2)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes

**Bid Details/बिड विवरण**

<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>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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**Splitting/विभाजन**

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

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered

Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. 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 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.

4. 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.

#### **5. 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.

6. 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

## Hand Held Search Light ( 24 pieces )

### Technical Specifications/तकनीकी विशिष्टियाँ

\* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
GENERIC	<b>Type of lamp</b>	LED
CONSTRUCTIONAL	<b>Dia of search light (mm)</b>	50 to 75, 76 to 100, 101 to 125, 126 to 150, 151 to 175, 176 to 200
	<b>Wattage of lamp (Watt)</b>	1, 3, 5, 10, 15, 20, 30, 35, 55, 40, 50, 100
	<b>Color temperature (Degree K)</b>	4000 to 4500 deg K for Halexon, 5500 to 6500 deg. K for other lamps
	Beam angle selection	Wide
	Built-in battery charger	Yes
	<b>Type of battery</b>	Lithium ion
	<b>Type of housing material</b>	ALUMINIUM
	Gross weight of Hand Held Search with battery (grams)	1.8 kg (max.,) with Li-ion battery
	<b>Warranty for HHSL (in years)</b>	24 Months (SMF Lead acid battery)
FUNCTIONAL	Lamp dimming	Step type
	<b>Continuous search light operation time at maximum lumen output (Hours)</b>	FOR HALOGEN > / = 1 HR. ,, FOR LED / XENON > / = 3 HRS, FOR LED / XENON ./ = 5 HRS, FOR HALOGEN > / = 5 HRS
	Operating Temperature range (Degree C)	-20 deg C to +55 deg c

### Additional Specification Parameters - Hand Held Search Light ( 24 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
All parameters are required as per NDRF approved Technical Specifications uploaded in buyer added bid specific ATC.	All parameters are required as per NDRF approved Technical Specifications uploaded in buyer added bid specific ATC.

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Kuldeep Sharma	781017,The Commandant, 01 Bn NDRF, Patgaon, PO-Azara, Distt-Kamrup, Near Azara Railway Station, Guwahati (Assam)-781017	8	30
2	Dilbag Singh	521212,The Commandant 10 BN NDRF, Village- Adavinekkalam, Nunna Town, Viajywada, Distt-Krishna (Andra Pradesh) Pin Code-521212	8	30
3	Rohitashwa Mishra	263152,The Commandant, 15 BN NDRF, KISHAN SANKARI MILL BUILDING GADARPUR, POST- GADARPUR, DISTT-UDHAM SINGH NAGAR, UTTARAKHAND-PIN CODE-263152 CONTACT NO. 05949-231198	8	30

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

**1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

**2. Generic**

**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 detailed by HQ NDRF

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

#### 7. **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.

#### 8. **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.

#### 9. **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.

#### 10. **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.

#### 11. **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.

**12. Warranty**

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.

**13. 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.

**14. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Pre-Bid Details:-**

<b>Pre- Bid Date and Time</b>	<b>Pre-Bid Venue</b>
19.06.2024 1500 hrs	Conference Hall, HQ DG NDRF, 6th Floor, NDCC Building-II, Jaisingh Road, New Delhi-110001

**Technical Specification of Flashlight (High Beam)**



1. Brightness – At least 1000 Lumens
2. Beam distance- at least 200 mt, allowing fire fighters to see far into dark and smoky environment
3. Run time- at least 2 hrs. on high beam
4. Battery life- at least 15 hrs of continuous use on single charge
5. Size & weight- compact & light weight (not more than 700 gm)
6. Should also have a tail switch, which makes it easy to operate while wearing gloves.
7. Should be heat resistant and shock proof
8. Water proof and dust proof IP-67
9. Charging Time: less than 6 hours
10. Battery Type: Rechargeable Lithium Ion Battery.
11. Battery life expectancy- at least 1500 cycles
12. Adjustable focus
13. Should be made of durable material such as aluminium or rubber
14. Strobe or SOS feature to signal for help in emergency situations
15. Non slip grip
16. LED technology ( LED life-100000 hrs or more)
17. Warranty -2 year

**Additional Terms & Conditions :-**

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

- (a) Bid Security Declaration.
- (b) Non-Blacklist Certificate.
- (c) Bidder Financial Standing.
- (d) Local Content Certificate.
- (e) Sharing Land Border with India.

The format of above certificate are as under:-

**(a) 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 du

ring 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)

**(b) 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)

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

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**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

**(e) 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)

**2. RIGHT TO REJECTION**

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- (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.

**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.** The bidder should submit undertaking regarding Make in India content as per proforma circulated by DPIIT (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.

**9.** Bidder has to deposit 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 at **16 BN NDRF, RRC Campus, Sector 7 Dwarka New Delhi-11**

**0077** within 7 days from opening of Bid.

**10.** 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.

**11.** Bidder should upload the relevant documents/undertaking confirming the all parameter of technical specifications uploaded through Buyer Added Bid Specific ATC clause.

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---