

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	17-06-2025 11:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	17-06-2025 11:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	180 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Home Affairs
<b>Department Name/विभाग का नाम</b>	Central Armed Police Forces
<b>Organisation Name/संगठन का नाम</b>	National Disaster Response Force (ndrf)
<b>Office Name/कार्यालय का नाम</b>	Hq Ndrf New Delhi
<b>क्रेता ईमेल/Buyer Email</b>	acprovgem-ndrf@gov.in
<b>Total Quantity/कुल मात्रा</b>	576
<b>Item Category/मद केटेगरी</b>	Portable Oxygen Cylinder
<b>GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS</b>	portable oxygen cylinder
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Medical Oxygen Gas Cylinders - Steel (Normalized) (V2), Portable Fire Extinguishers (V2) as per IS 15683:2018, Medical Oxygen Gas Cylinders - Steel (Quenched and Tempered) (V2), Compressed Medical Oxygen (IP) Gas Supply in Cylinders (V2), Laboratory Graduated Cylinders as per IS 878, Cylinder Stand, Domestic Mugs - Bathroom, Cylinder heads, Portable Suction Machine (V2), Cylinder Liner
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>Compressed Medical Oxygen (IP) Gas Supply in Cylinders</li> <li>Medical Oxygen Gas Cylinders - Aluminium</li> <li>Cylinder Liner</li> </ul>
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	5 Lakh (s)
<b>OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)</b>	46 Lakh (s)

Bid Details/बिड विवरण	
<b>MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है</b>	Yes
<b>Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है</b>	Yes
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</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
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	5 Days
<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>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Required/वित्तीय दस्तावेज़ की आवश्यकता है।</b>	Yes
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	138240

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	17

(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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।

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

#### **Beneficiary/लाभार्थी :**

PAO NDMA

PAO NDMA, Safdarjung Enclave, New Delhi Through HQ DG NDRF New Delhi

(Pao Ndma)

#### **MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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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 orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted 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 exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted 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 exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
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:

- 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

#### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
04-06-2025 11:00:00	HQ NDRF, NDCC-II BUILDING, JAI SINGH ROAD, NEW DELHI-110001

#### Portable Oxygen Cylinder ( 576 pieces )

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

#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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**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	Binu Samuel	141008,The Commandant 13 BN NDRF, PO- LADHOWAL, Distt- LUDHIANA ( PUNJAB) - 141008	36	90
2	Lalit Mohan Singh	176201,The Commandant, 14 BN NDRF (JACHH) JASSUR, Tehsil-NURPUR, Distt- KANGRA (Himachal Pradesh)-176201	36	90
3	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	36	90
4	Gourav Sharma	110077,The commandant, 16 BN NDRF, RRC Campus Sector 7 Dwarka New Delhi-110077	36	90
5	Gaurav Balaso Jangate	754006,The Commandant, 03 BN NDRF, MUNDALI Distt- CUTTACK (ODHISHA)-754006	36	90
6	PRAMOD KUMAR SINGH	412109,The Commandant, 05th Battalion NDRF, Village at post-Sudumbare Near Siddhanth Engineering college, Taluk- MAVAL, District- PUNE, MAHARASHTRA-412109	36	90
7	Kuldeep Sharma	781017,The Commandant, 01 Bn NDRF, PATGAON, PO-AZARA , DISTRICT- KAMRUP, Near-AZARA RAILWAY STATION, GUWAHATI (ASSAM)-781017	36	90
8	Santosh Kumar	801103,The Commandant, 09 Bn NDRF, Ara Road Bihta, NH-30, PO- Bihta, Distt-Patna (Bihar)-801103	36	90
9	Ram Bhavan Singh Yadav	221002,The Commandant, 11 Bn NDRF, Goutambudh Bhawan, Maqbul Alam Road, Varanasi (Uttar Pradesh)- 221002	36	90
10	Dilbag Singh	521212,The Commandant 10 BN NDRF, Village- Adavinekkalam, Nunna Town, Viaywada, Distt-Krishna (Andra Pradesh) Pin Code-521212	36	90
11	Devender Parkash	151001,The Commandant, 07 BN NDRF 81 Bibiwala Road, Distt-Bhatinda (Punjab)-151001	36	90

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
12	Kunal Tiwari	201002,The Commandant, 08 BN NDRF, SECTOR 19 KAMALA NEHARU NAGAR GHAZIABAD (UP)-201002	36	90
13	RAJENDER KUMAR	391510,THE Commandant, 06 BN NDRF, JAROD CAMPUS, PO-JHAROD, NEAR JARODIA PURA, TEHSIL-WAGODIA, DISTT-VADODARA (GUJARAT)-391510	36	90
14	Pushpendra Kumar	741246,The Commandant, 2 BN NDRF, Haringhata, PO-Mohanpur, Distt-Nadia (West Bengal)-741246	36	90
15	Praveen S Prasad	631152,The Commandant, 04 Bn NDRF, ARAKKONAM, POST-SURAKSHA CAMPUS, DISTRICT-RANIPET (TAMIL NADU)-631152	36	90
16	Deepak Kumar Jaiswal	791112,The Commandant, 12 BN NDRF, RRC-KOHIMA,Vill + PO - DOIMUKH, DISTRICT - PAPUM PARE, (ARUNACHAL PRADESH)-791112	36	90

## 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 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

**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

#### 4. **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.

#### 5. **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

#### 6. **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.

#### 7. **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.

#### 8. **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.

#### 9. **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.

#### 10. **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.

#### 11. **Buyer Added Bid Specific ATC**



## **Additional Terms & Conditions**

### **1. 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 a 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

### **2. 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.

### **3. 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.

### **4. 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

es 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.

**5.** Physical copy of EMD should be deposited to Procurement branch, HQ NDRF within 5 days from bid opening date (excluding Saturday, Sunday & Holiday).

**6.** 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.

**7.** Bidder has to deposit one free tender sample of Portable Oxygen Cylinder with complete accessories along with original lab test report duly tested by NABL/Central/Govt. approved lab covering all the parameters as per specification on returnable basis for physical evaluation at 8th Bn NDRF Ghaziabad (U.P), within 15 days of opening of bid, after listening from NDRF HQ.

**8.** 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.

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

**10.** Discussion points/clarifications in Pre-bid meeting should reach this HQ through e-mail (e-mail id – [dcproccell-ndrf@gov.in](mailto:dcproccell-ndrf@gov.in).)

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

- (a) MAF certificate as per format-A
- (b) Bid Security Declaration as per format-B  
(If firm is exempted to submit EMD)
- (c) Non-Blacklist Certificate as per format-C
- (d) Bidder Financial Standing as per format-D
- (e) Make-In-India/Local Content Certificate as per format-E.

(f) Sharing Land Border with India as per format-F.

**Format-A**

**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:**

- (1) 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.

**Format-B**

**Bid Security Declaration**

(on Bidders Letter-head)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_

Date.....

To,

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

Ref: Your GeM Bid No. \_\_\_\_\_ dated \_\_\_\_\_ for procurement of \_\_\_\_\_  
\_\_\_\_\_(Goods)

Subject: - **Bid Security Declaration**

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Bid Document, the MSE OEM/ System Integrator registered with NSIC/KVIC or such Central procuring agencies/Ministries and STARTUPS (Manufacturer for offered product) registered with DPIIT are exempted from submission of Earnest Money Deposit. Accordingly, we M/s ..... eligible for exemption from EMD and relevant documents/certificates are attached. Accordingly, we hereby declare that: -

We unconditionally accept the conditions of this Bid Security Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for **2 years** from the date of opening of this Bid if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the Bid validity; or
- 2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
  - (a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within 15 days from the date of issue of supply order/contract.
  - (b) Fail or refuse to sign/accept the contract.

(Signature with date)

.....

(Name and designation)

**Format-C**

-

**Non-Blacklisting Certificate: -**

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

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)

**Format-D**

**Bidder Financial Standing: -**

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

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)

**Format-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/GeM Bid 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

-

**Format-F**

**Sharing Land Border with India: -**

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

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)

**ELIGIBILITY CRITERIA AND CHECK LIST FOR BIDDERS**

(To be filled by the bidder and submit supporting documents along with the Technical Bid.)

All the pages of bid being submitted must be signed and sequentially numbered by the bidder

irrespective of nature of content of the documents before uploading.

S/No.	Details	Documents Required	Submitted Yes/No	From Page	To Page
1.	Undertaking from bidders that bid documents have been read and is aware of all corrigendum uploaded (if any)	Undertaking by firm			
2.	Signed and Seal copy of ATC & Corrigendum (s) (if any)	Signed and Seal copy of ATC & Corrigendum (s) (if any)			

3.	Acceptance of Buyer Specific Terms & Conditions	Declaration on letter head			
4.	Bidders Turnover of last three years	CA certified/ Document/ITR			
5.	OEM Turnover of last three years	CA certified/ Document/ITR			
6.	MAF certificate	On OEM Letter Head			
7.	OEM must have its own factory premises. (If OEM directly participated in bid)	Declaration that Buyer can visit the factory premises for evaluation			
8.	EMD details	EMD Documents details			
9.	EMD exemption as per norms (MSME/startup, only manufacturer/vender assessed on GeM of offered product is exempted for EMD submission)	Category/document to be enclosed			
10.	Bid Security Declaration (Only for if firm is exempted to submit EMD)				
11.	Technical Compliance to Specifications submit on their letter head.	On Letter Head			
12.	Lab Test Report of offered product confirming technical specifications	Document			
13.	Non-Blacklist Certificate	On Bidder letter head			
14.	Bidder Financial Standing	CA certified/ document			
15.	Local Content Certificate	On OEM Letter Head			
16.	Sharing Land Border with India	On Bidder letter head			
17.	Any other documents	Document			



Date:  
**tory**

**Signature of Authorized Signa**

Place:

Full Name: .....

Company's Seal

12. **Turnover**

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

13. **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.

## 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.
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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

[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---**