

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	17-06-2025 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	17-06-2025 11:30:00
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
क्रेता ईमेल/Buyer Email	acprovgem-ndrf@gov.in
Total Quantity/कुल मात्रा	2420
Item Category/मद केटेगरी	Light Weight Sleeping Bag (Improved) - CAPF (V2) (Q2)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	17 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	170 Lakh (s)
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, 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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No

Bid Details/बिड विवरण	
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
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	NITRA -Ghaziabad
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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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 & 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 BHAWAN SFDRJUNG ENCLAVE 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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Reserved for MSE

Reserved for MSE	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. Procurement under this bid is reserved for purchase from Micro and Small Enterprises having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal. If the bidder wants to avail themselves of the reservation benefit, 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 to participate in this bid. 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 based on documentary evidence submitted, while evaluating the bid. 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

03-06-2025 11:00:00

HQ NDRF 06th floor NDCC-II Building, Jai Singh road New Delhi

Light Weight Sleeping Bag (Improved) - CAPF (V2) (2420 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

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
SPECIFICATION	Technical Specification of the product	Light Weight Sleeping Bag (Improved) - CAPF as per Revised QRs/Specification No. U.II-98(Spec)/2022-23- Prov-(L/W Sleeping Bag)- 14 dated 08.08.2022 issued by Director General CRPF, Block No. 1, CGO Complex, New Delhi - 110003 (Specification uploaded for reference)
COLOUR	Colour	Olive Green

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Applicable Specification Document	View
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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	Gaurav Balaso Jangate	754006, The Commandant, 03 BN NDRF, MUNDALI Distt- CUTTACK (ODHISHA)-754006	150	90
2	Kuldeep Sharma	781017, The Commandant, 01 Bn NDRF, PATGAON, PO-AZARA , DISTRICT- KAMRUP, Near-AZARA RAILWAY STATION, GUWAHATI (ASSAM)-781017	300	90
3	Santosh Kumar	801103, The Commandant, 09 Bn NDRF, Ara Road Bihta, NH-30, PO- Bihta, Distt-Patna (Bihar)-801103	50	90

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
4	Ram Bhavan Singh Yadav	221002,The Commandant, 11 Bn NDRF, Goutambudh Bhawan, Maqbul Alam Road, Varanasi (Uttar Pradesh)-221002	150	90
5	Dilbag Singh	521212,The Commandant 10 BN NDRF, Village-Adavinekkalam, Nunna Town, Viajywada, Distt-Krishna (Andra Pradesh) Pin Code-521212	50	90
6	Devender Parkash	151001,The Commandant, 07 BN NDRF 81 Bibiwala Road, Distt-Bhatinda (Punjab)-151001	400	90
7	Kunal Tiwari	201002,The Commandant, 08 BN NDRF, SECTOR 19 KAMALA NEHARU NAGAR GHAZIABAD (UP)-201002	400	90
8	RAJENDER KUMAR	391510,THE Commandant, 06 BN NDRF, JAROD CAMPUS, PO-JHAROD, NEAR JARODIA PURA, TEHSIL-WAGODIA, DISTT-VADODARA (GUJARAT)-391510	150	90
9	Pushpendra Kumar	741246,The Commandant, 2 BN NDRF, Haringhata, PO-Mohanpur, Distt-Nadia (West Bengal)-741246	300	90
10	Praveen S Prasad	631152,The Commandant, 04 Bn NDRF, ARAKKONAM, POST-SURAKSHA CAMPUS, DISTRICT-RANIPET (TAMIL NADU)-631152	150	90
11	Deepak Kumar Jaiswal	791112,The Commandant, 12 BN NDRF, RRC-KOHIMA,Vill + PO - DOIMUKH, DISTRICT - PAPUM PARE, (ARUNACHAL PRADESH)-791112	300	90
12	Binu Samuel	141008,The Commandant 13 BN NDRF, PO- LADHOWAL, Distt- LUDHIANA (PUNJAB) - 141008	20	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. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

3. **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.

4. **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.

5. **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.

6. **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.

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Item is reserved for purchases from MSE hence, only OEM to participate in Bid.

2. Advance Sample Clause: -In case of conflict or overlap with sample clause mentioned in bid document, following conditions will prevail over sample clause mention earlier: -

i) Successful Bidder is required to submit Advance Sample of goods free of cost to HQ NDRF 6th Floor NDC C Building-II, Jai Singh Road, New Delhi within 15 days of award of Contract for approval by the purchaser.

ii) Supplier firm must submit Advance sample along with full Lab test report for Buyer's approval, within 15 days of award of contract.

iii) Lab test report of Advance Sample of Sleeping Bag (Light weight improved version with zip) shall be do

ne mandatorily from **NITRA/ Textile committee,MSME-PPDC Meerut.**

iv) Supplier firm should ensure that the Advance Sample to be submitted by them, fully confirm to all the parameters of the QRs/ Specification. Lab Test report in this regard should be endorsed with Advance Sample as maintained above.

v) All advance sample should have a card affixed to it duly signed and stamped by the supplier firm indicating the following: -

a) Name and address of the firm.

b) Contract No. with date.

c) Name of the item No. i.e Model No. & size etc.

d) Any other information, if required.

e) Lab test charges, if any incurred towards testing of advance sample shall be borne by the supplier at any stage.

3. Pre-Dispatch Inspection (PDI): -

i) The Sample will be tested by NITRA/Textile committee, Authorized representative of buyer (Either independently/jointly as decided by the buyer) during the Pre-Dispatch Inspection.

ii) Pre-Dispatch Inspection is to be carried out by **NITRA/Textile committee,MSME-PPDC Meerut** and cost of inspection charge to be borne by the seller.

iii) Pre-Dispatch Inspection (PDI) will be carried out at Firm's premises as per approved QRs/Specification after giving 15 days advance notice through E-mail/Fax/Letter by the seller.

iv) If the store is found inferior and not confirms to specification during Pre-Dispatch Inspection (PDI), the entire consignment will be rejected at the cost, risk and freight of the supplier.

v) Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the seller):- Before dispatch, the goods will be inspected by NITRA/Textile committee at Seller premises for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency NITRA/Textile committee, MSME-PPDC Meerut and any external laboratories testing charges shall be borne by the SELLER. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre dispatch inspection and Buyer will notify the Seller about the Authorized Representative/Nominated External Inspection Agency NITRA/Textile committee, MSME-PPDC Meerut. The goods would be dispatched to consignee only after clearance in pre dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Nominated External Inspection Agency NITRA/Textile committee,MSME-PPDC Meerut prior to the goods shipment. While bidding, the sellers should take into account 15 days FOR INSPECTION from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularized without Liquidated Damages. Inspection and external laboratory testing charges shall be borne by the supplier and it shall not be reimbursed by Buyer to them at any point in time. Cost of inspection/testing shall be factored in by the supplier in the cost of the product itself while submitting bid. Following are the tests that are required to be conducted during pre-dispatch inspection of "Sleeping Bag" as approved QRs/Specification.

4. CAPACITY VERIFICATION: - Bidder must submit the details of their plant and machinery with this Bid irrespective of their registration status. Purchaser reserves the right to get the manufacturing capacity of any bidders re-verified through its representative or any inspecting agencies, irrespective of their registration status.

5. 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 tenders 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 tenders from the consignee's premises within 15 days from

on 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.

6. **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 with in DP as the stores are likely to be used in disaster prone areas. Late delivery may cause agony to the people affected by the disaster. 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.

(v) All price/cost are to be borne by the seller/bidder for the pre-delivery inspection if any.

DECLARATION FOR INSPECTION AGENCY (PDI)

(On Firm 's letter head)

I, _____ (Name & Designation of M/S _____ (Name of firm) hereby declare that, I have understood that as per bid documents at column "Inspection Required" it is mentioned "No inspection is required" which is due to non-availability of name of the Inspection Agency at GeM systems. I understood that, in fact inspection is required and I have read the conditions mentioned in Bid specific Additional Terms and conditions and agree get stores inspected before dispatched (PDI) from _____ (Authorized inspection agency), It is discretion of the buyer to associate their **Board of Officer along with authorized inspection agency.**

(Signature

Name of Firm.....

Designation.....)

7. **Lab test report:** - Lab test report which is issued by NABL/Govt. Lab should be attached with the bid documents. Lab test report consisting and complied all the parameters as per approved QRs/ Specification No-U-II-98(Spec)/2022-23-L/W Sleeping bag-14 dated 08/08/2022 of Sleeping Bag (Light weight improved version with zip)

8. **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.

9. **ARBITRATION** (i) Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceeding s and that of all documents and communications between the parties shall be English.

(ii) In the case of dispute or difference arising between the purchase 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.

10. Original copy of performance Bank Guarantee should be deposited to **Provisioning Branch, HQ NDR F within 15 days from the award of contract** or else contract is liable to be cancelled.

11. The bidder should submit understanding 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.

12. 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) Integrity Pact:

The format of above certificates 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 during review representation: - GeM Tender No..... Dated..... **BID SECURING DECLARATION CERTIFICATE** (Applicable only for MSE/Start-ups Sellers or any other entity for exemption of EMD). To, Inspector General, HQ NDRF, 6th Floor, NDCC-II Building, 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- National Disaster Response Force (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 under take 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)

(c) 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) Integrity Pact: All the users in GeM i.e. Seller as well as buyer agrees not to indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to GeM. Users agree to follow and adhere with the Integrity Pact guidelines provided on GeM Portal.

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

i) The bidder participating in the bid to comply instruction circulated vide CVC Circular No. 161730 dated 13/01/2012.

ii) Before dispatch of the stores from Seller's premises, the seller has to check and confirm that the stores fully meet the QRs/Specifications and Inspection Clause as per contract/bid.

iii) The buyer reserves the right to reject the entire supplied stores, even if only a part of the stores is found to be substandard, inferior, and not meeting the QRs.

iv) The tender may be cancelled at any stage at the discretion of Competent Authority without reason as per clause 173 of GFR 2017.

v) Copy of CRAC/Proof of completed supply to be uploaded along with contract for experience/past performance criteria to ascertain its authenticity of stores supplied except MSE and Start-up firm.

vi) The Firms will submit an undertaking on its letter head that firm will carry out Inspection (Advance sample and PDI of store as per QRs Specification). Charges shall be borne by seller.

vii) All participated firm should submit complete Udyam Registration Certificate with all annexure.

(viii) **Liquidated Damages:** - In case after placing of supply order to L-1 firm does not supply the complete store within original delivery period as per contract, then LD charges shall be applicable as per clause 9.7.9, 9.7.10 & 9.7.11 of manual for procurement of goods 2017, MOF.

13. The bidder is required to submitted GST Registration Certificate, Aadhar Card (if applicable) along with the bid documents.

14. Participated firms should also submit certificate (a/w bid docs) in their letter pad that "firm has accepted all terms & conditions mentioned in the instant bid".

15. **Risk Purchase Clause:** - In the event of failure of supplier to deliver or dispatch the stores or provide the required service within the stipulated dates/period of the supply order/AT, or in the event of breach of any of the terms and condition of the AT, the purchaser will have the right to purchase the subject stores elsewhere at the risk and cost of defaulting supplier after giving a notice to defaulting supplier. The cost as per risk purchase exercise may be recovered from the bills pending with the purchaser even against any other supplies outside this contract or even from the pending bills with any other Govt department /Ministry. In the event of contract being cancelled for any breach of committed and the purchase effecting repurchase of the subject store at the risk and cost of contractor, the purchaser is not bound to accept the lower offer of Benami of allied sister concern of the contractor.

16. All the participated bidders to offer their product as Registered Brand (I.E Product ID is Registered Brand) only. Proof of registered brand should be submitted along with bid documents.

8. 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):

NITRA/TEXTILE COMMITTEE

Post Receipt Inspection at consignee site before acceptance of stores:
NDRF Own Board Of Officers

9. Sample Clause

After award of contract – Successful Bidder shall have to get advance sample approved from buyer before bulk manufacturing / starting bulk supplies. Successful Bidder shall submit

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samples for Buyer's approval, within 15 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 15 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample – the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller.

Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

10. Sample Clause

For clothing and allied items, if pre-dispatch Inspection clause has been selected in the Bid, the Inspection Agency shall forward sample from the accepted lot duly identified/ sealed by it, as Reference Sample to each consignee (one reference sample per consignee) for comparing the lot received at consignee end with such reference sample. Such reference samples will be treated as part of supplied quantity from the lot and cost shall be borne by the Buyer.

11. 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.

12. Certificates

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

complete test report meeting all the required parameters within tolerance limit is available as per approved QRs/Specifications from Govt lab or NABL Accredited Lab, not older than 03 years from the bid opening date

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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---