

CHAPTER-I**NOTICE CUM INVITATION TO TENDER**

Govt. of India, Ministry of Home Affairs
Directorate General, National Security Guard
Provisioning Directorate (Procurement Cell)
Mehram Nagar, Palam, New Delhi-110037

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(GeM ID No.: GEM/GARPTS/06022024/802127468R7L)

To,

1. Director General, National Security Guard, Ministry of Home Affairs, Government of India, on behalf of President of India Invites non-transferable **Open e-Tender under Two bid System (Technical & Financial Bid)** for the following equipment/stores:-

Sl. No.	Description of item under procurement	Quantity	Offer Validity Up to	Earnest Money (INR)	Bid Declaration validity
i.	CAMC SERVICES OF IP BASED RADIO GATEWAY CONSISTING OF 02XCOMMAND & CONTROL UNIT(CCU) AND 02XRADIO GATEWAY UNIT (RGU) FOR 01 YEAR	02 ITEMS OF VARIOUS MAKE	270 days	8,500/-	270 days + 45 days

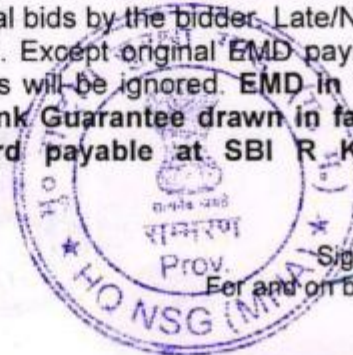
2. Important Dates:

i.	Bid publishing Date	06.02.2024, 1700 hrs
ii.	Bid submission start date	07.02.2024, 1000 hrs
iii.	Bid submission end date	05.03.2024, 1700 hrs
iv.	Clarification start date	14.02.2024, 1100 hrs through email sc.proc@nsg.gov.in
v.	Clarification end date	20.02.2024, 1500 hrs. Beyond this date no query will be entertained.
vi.	Pre bid date, time & Venue	-
vii.	Inspection by bidder	From 07.02.2024 to 13.02.2024 at i) HQ NSG, Mehram Nagar, Palam, New Delhi – 110037, ii) Radio Room, NSG, Manesar, (iii) Comn Det, 27 SCG Chennai, iv) Comn Det, 26 SCG, Mumbai
viii.	Bid opening date	06.03.2024, 1700 hrs

3. Procedure for Submission of EMD:

Original payment instrument in respect of EMD, duly completed in all respect should reach to EMD Box placed at Room No 120, Ground Floor, procurement cell, HQ NSG, Mehram Nagar, Near Domestic Airport, Palam, New Delhi-110037 before bid submission end date. The copy of EMD document must be uploaded along with technical bids by the bidder. Late/Non submission of original EMD document would result in rejection of bid. Except original EMD payment instrument, any bid document or part of it submitted in hard copies will be ignored. **EMD in form of Account Payee Fixed Deposit Receipt or an irrevocable Bank Guarantee drawn in favor of Sr. AO, Pay and Accounts Officer, National Security Guard payable at SBI R. K. Puram, IFS Code – SBIN0001076 New Delhi is only acceptable.**

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4. **Warranty: As per SLA.**
5. **Duration of services to be hired: One (01) year from the date of signing of contract.** Service level agreement will be executed within 15 days of issuance of AT. NSG reserves the right to amend the scheduled slot for delivery period as per merit.
6. **Services Location:** i) HQ NSG, Mehram Nagar, Near Domestic Airport, Palam, New Delhi – 110037 ii) Radio Room, NSG, Manesar, (iii) Comn Det, 27 SCG Chennai, iv) Comn Det, 26 SCG, Mumbai.
7. This tender document is **SACROSANCT** for considering any offer as complete offer. By submitting offer letter bidder agreed that all the terms and conditions of the tender are understood and accepted. All pages of this document along with supporting documents shall be thoroughly filled, signed, stamped and **uploaded online through e-Procurement site** <https://eprocure.gov.in/eprocure/app>. All tender documents are available at e-Procurement website <https://eprocure.gov.in/eprocure/app>. Bidders must read the tender document carefully before submitting the offer.
8. ~~This notice is being published for information only and is not an open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the selected bidder/bidders. Unsolicited offers are liable to be ignored. However, suppliers who desire to participate in such tenders in future may send their request on email mentioned above as per procedure.~~

Copy to:-

- i. Prov Dte. (Ord. Sec) - For info please.
NSG
- ii. WE (Ops) Branch, HQ - For info please.
NSG
- iii. IT Cell, HQ NSG - For Publication on NSG Website.



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CHAPTER-II**INSTRUCTIONS TO BIDDERS**

1. This tender enquiry has the following chapters and appendices:

SL No.	Chapter	Chapter Name	Page No.
1	Chapter I	Notice Cum Invitation to Tender (NIT)	01-02
2	Chapter II	Instructions to Bidders	03-06
3	Chapter III	General Condition of Contract	07-20
4	Chapter IV	Special Condition of Contract	21
5	Chapter V	Eligibility and Qualification Criteria	22-24
6	Chapter VI	Schedule of Requirement of Store/Eqpt	25
7	Chapter VII	Service Level Agreement	26-29
8	Appendix-1	Proforma of Offer Letter from Bidder	30
9	Appendix-2	Proforma for Declaration Certificate & under taking by bidder	31
10	Appendix-3	Compliance statement for specification/QR & TD	32
11	Appendix-4	Details of bidder, distributor, OEM and System Integrator	33-36
12	Appendix-5	After sale service center	37
13	Appendix-6	Performance Statement Format	38
14	Appendix-7	Pre-Contract Integrity Pact	39-42
15	Appendix-8	Electronic Clearing Service (ECS) Form for Payment	43
16	Appendix-9	Proforma for Bank Guarantee for Submitting Earnest Money (EMD)	44
	Appendix-9 (a)	Proforma for Bid Security Declaration for the Firms exempted for EMD	45
17	Appendix-10	Form for Security Clearance of Foreign Executive, if any	46
18	Appendix-11	Proforma for Self Declaration for Minimum Local Content	47-48
19	Appendix-12	Check list for bidder	49

2. **Definitions & Glossary of terms:** In this document unless the context otherwise requires:

- 2.1. **"Bid"** (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers;
- 2.2. **"Bidder"** (including the term 'bidder', 'consultant' or 'service provider' in certain contexts) means any eligible person or firm or company, including a consortium (that is an association of several persons, or firms or companies), participating in a procurement process with a Procuring Entity;
- 2.3. **"(Standard) Bid(ding) documents"** (including the term 'tender (enquiry) documents' or 'Request for Proposal Documents' – RFP documents in certain contexts) means a document issued by the Procuring Entity, including any amendment thereto, that sets out the terms and conditions of the given procurement and includes the invitation to bid. A Standard (Model) Bidding Document is the standardised template to be used for preparing Bidding Documents after making suitable changes for specific procurement;
- 2.4. **"Bidder registration document"** means a document issued by a Procuring Entity, including any amendment thereto, that sets out the terms and conditions of registration proceedings and includes the invitation to register;
- 2.5. **"Bid security"** (including the term 'Earnest Money Deposit'(EMD), in certain contexts) means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid: the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the solicitation documents.;
- 2.6. **"Competent authority"** means the officer(s) who finally approves the decision.
- 2.7. **"e-Procurement"** means the use of information and communication technology (specially the internet) by the Procuring Entity in conducting its procurement processes with bidders for the acquisition of goods (supplies), works and services with the aim of open, non-discriminatory and efficient procurement through transparent procedures;
- 2.8. **"Goods"** includes all articles, material commodity, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant,

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- vehicles, aircrafts, ships, railway rolling stock assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library), procured or otherwise acquired by a Procuring Entity. Procurement of goods may include certain small work or some services, which are incidental or consequential to the supply of such goods, such as transportation, insurance, installation, commissioning, training and maintenance;
- 2.9. "Invitation to (pre-)qualify" means a document including any amendment thereto published by the Procuring Entity inviting offers for pre-qualification from prospective bidders;
- 2.10. "Invitation to register" means a document including any amendment thereto published by the Procuring Entity inviting offers for bidder registration from prospective bidders;
- 2.11. "Notice inviting tenders" (including the term 'invitation to bid' or 'request for proposals' in certain contexts) means a document and any amendment thereto published or notified by the Procuring Entity, which informs the potential bidders that it intends to procure goods, services and/or works.;
- 2.12. "Procurement" or "public procurement" (or 'Purchase', or 'Government Procurement/ Purchase' in certain contexts) means acquisition by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) of goods, works or services or any combination thereof, including award of Public Private Partnership projects, by a Procuring Entity, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition of goods, works or services without consideration, and the term "procure" or "procured" shall be construed accordingly;
- 2.13. "Procurement contract" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for Services' under certain contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the supplier, service provider or contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country. The term "contract" will also include "rate contract" and "framework contract";
- 2.14. "Procurement process" means the process of procurement extending from the assessment of need; issue of invitation to pre-qualify or to register or to bid, as the case may be; the award of the procurement contract; execution of contract till closure of the contract;
- 2.15. "Procuring authority" means the officer who finally approves as well as those officials and committee members who submit the notes/reports for the approval for any decision.
- 2.16. "Procuring Entity" means any Ministry or Department of the Central Government or a unit thereof or its attached or subordinate office to which powers of procurement have been delegated;
- 2.17. "Prospective bidder" means anyone likely or desirous to be a bidder;
- 2.18. "Service" means any subject matter of procurement other than goods or works, except those incidental or consequential to the service, and includes physical, maintenance, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a Procuring Entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf;
- 2.19. 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference
- 2.20. 'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
- 2.21. 'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.
- 2.22. Works' means all works as per Rule 130 of GFR, 2017, and will also include turnkey works'.

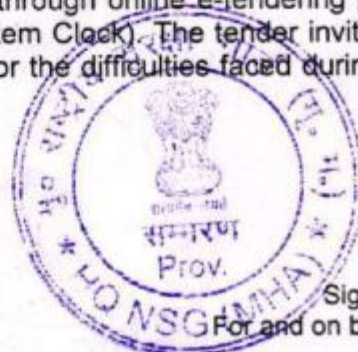


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3. Potential bidder must ensure that all column of tender document, questionnaire along with the various forms, appendices & annexure published are filled, signed and dully stamped on each page without any modification to original bid document before uploading of offer on online portal. Supporting documents if any are to be uploaded through CPP portal only along with bid. Except original EMD payment instrument no document in hard copy will be entertained. Bidders are requested to check regularly the website/ CPP Portal for any changes/modification/amendment/corrigendum in respect of Tender Enquiry Published. Incomplete Tender document will be rejected without giving any notice or further chance.
4. CPP Portal i.e. www.eprocure.gov.in is maintained by National Informatics Centre (NIC). Any technical problem related to uploading the technical bid by participant bidder will be addressed by NIC and their helpline team. No assistance in this regard will be provided by NSG. No request for extension of date of submission of tender will be entertain by NSG.
5. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the firm/bidder on the e-Procurement/e-tender portal is a prerequisite for e-tendering. Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/n-Code/e-Mudra or any Certifying Authority recognized by CCA India on e-Token/Smartcard, should be registered. Only registered DSC should be used by the bidder for filing of bid.
6. Bidders are advised to enrollment on the e-Procurement site using the "Click to Enroll" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid e-mail ID. All the correspondence shall be made directly with the firm/bidder through e-mail ID provided. Bidder need to login to the site through their user ID/password chosen during enrollment /registration.
7. Bidder should go through the tenders published on the site and download the required tender documents/schedules for the tender. After downloading the tender document/schedules, the bidder should read and understand the bid document carefully before filing the bid.
8. Clarifications, if any can be obtained from the CPP portal or during the pre-bid meeting or by contacting the purchaser during the period scheduled as per Notice Inviting Tender. No clarification request will be entertained once the clarification period is over. Bidder should take into account the corrigendum published before submitting the bids online.
9. **Bidder should submit the original EMD payment instrument through post/courier/in person to the Tender Inviting Authority at the address mentioned in the NIT. It is bidder's responsibility to submit the EMD before closing of bid submission date & time. Bid without EMD or late EMD or EMD without sufficient validity or EMD with less value than asked in tender will be rejected summarily.**
10. While filing bid online the bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments on portal. The details of the EMD instrument, physically sent should tally with the details provided on the online portal failing which bid is liable to rejected.
11. Bidders should submit price bid only in BoQ format attached in this document and upload the same in CPP Portal <http://eprocure.gov.in/eprocure/app>.
12. The bidders are requested to submit their bids through online e-tendering portal well before the bid submission end date & time (as per Server System Clock). The tender inviting authority will not take any claim or responsibility for any sort of delay or the difficulties faced during the submission of bids online at the last moment.

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13. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
14. Any bid document uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
15. For any queries on e-tendering Process, the bidders are requested to contact the helpline given on CPP portal or on number 1-800-233-7315 or send an e-mail at cppp-nic@nic.in.
16. **Amendment of Tender Documents:** At any time prior to the last date of submission of bids, the purchaser may, whether at his own initiative or in response to a clarification sought by a prospective bidder, amend bid documents by issuing a corrigendum. The corrigendum shall be notified on the same portal on which original tender has been published. Corrigendum issued may include change in time and date of submission of tender, tender validity period, validity period of the corresponding EMD/bid security.
17. **Withdrawal, Substitution and Modification of Tenders:** The bidder, after submitting the tender, is permitted to withdraw, substitute or modify the tenders in writing without forfeiture of Bid Security/EMD, provided these are received duly sealed and marked like the original tender, up to the date and time of receipt of the tender.
18. No bidder will be allowed to withdraw its bids after technical bids have been opened or during the bid validity period. If any bidder intends to withdraw after opening of technical bids and during bid validity period, its EMD will be forfeited.
19. If after award of the contract, the successful bidder (L1) fails to provide required number of tendered stores, the contract is liable to be cancelled along with forfeiture of performance security deposit and other consequential actions such as blacklisting of the firm etc
20. **The purchaser reserves the right to increase or decrease the quantity of the stores at any stage or to cancel or reject any/all of the tendered requirements without assigning any reasons.**
21. For any change in terms and condition of tender/tender specifications, the bidder is requested to visit CPP e-Procurement site <https://eprocure.gov.in/eprocure/app> regularly.
22. If it has come to the notice of purchaser that bidder has hide information about its banning/debarment/blacklisting, the EMD shall be forfeited.

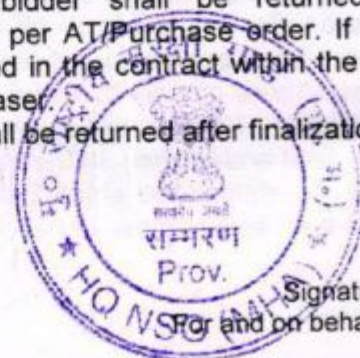
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CHAPTER-III**GENERAL CONDITION OF CONTRACT**

1. The conditions of contract which will govern any contract made are contained in the GFRs 2017, Manual for Procurement of Goods 2022 (MoF) & all other rules, policies, guidelines, and amendments to thereof, issued by MHA, CVC and other departments of Government of India before issuance of this Tender. Any special conditions attached to this invitation to tender will also form part of the conditions of contract and will supersede any general condition.
2. Public Procurement order (Preference to Make in India, Order 2017) issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India, vide their letter dated **16.09.2020** and notification issued by Ministry of MSME under section 11 of Micro, Small and Medium Enterprises Development Act 2006 shall also be taken into consideration in procurement of Goods & services.
3. **Offer Validity:**
 - 3.1 Offer validity will be as per **Clause - 2 of chapter – I** and can be extended from time to time by NSG on merit.
 - 3.2 In case of extension of offer validity, the validity of EMD/Bid security Declaration submitted shall also be suitably extended by the bidder; otherwise bid of the firm shall not be considered by the purchaser after the expiry of the offer validity period.
4. **EARNEST MONEY DEPOSIT (BID SECURITY):**
 - 4.1 The EMD valid up to the date as mentioned in **Clause-2 of Chapter-I** be furnished by the bidder in the format provided in attached appendix in this tender document. **MSME/Start-up firms to furnish Bid Security Declaration in the format attached as Appendix-9(a).**
 - 4.2 EMD in form of Account Payee Fixed Deposit Receipt or an irrevocable Bank Guarantee drawn in favor of **Sr. AO, Pay and Accounts Officer, National Security Guard payable at SBI R K Puram, IFS Code – SBIN001076 New Delhi** is only acceptable.
 - 4.3 Foreign bidder to submit irrevocable bank guarantee (in equivalent Foreign Exchange amount) issued or confirmed from any of the Indian scheduled commercial bank. The EMD should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) – an international convention regulating international securities.
 - 4.4 Exemption from submission of EMD is applicable to the firms who possess a valid registration as **micro or small unit under MSME subject to production/submission of valid certificates with bid documents.**
 - 4.5 Exemption from submission of EMD is available to firms registered as **Startup firm with DPIIT subject to production/submission of valid certificates with bid documents.**
 - 4.6 **Firms exempted from submission of EMD, are required to submit Bid Security Declaration as per Appendix-9(a) attached with this tender documents.**
 - 4.7 Bids submitted without original EMD or original EMD submitted after bid submission date or having validity less than the required as per tender or not equivalent to amount mentioned in this tender or not having valid registration under Micro & Small or startup enterprises for the tendered stores shall be rejected summarily.
 - 4.8 No interest shall be payable by the purchaser on the Earnest Money deposited by the bidder.
 - 4.9 The Earnest Money deposited is liable to be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender.
 - 4.10 **The EMD is liable to be forfeited if bidder fails produce sample equipment for technical evaluation and trial at the place & time whenever asked by the technical evaluation committee as prescribed in this tender.**
 - 4.11 The Earnest Money of the successful bidder shall be returned after the security deposit/Performance Security is furnished as per AT/Purchase order. If the successful bidder fails to furnish the security deposit as required in the contract within the stipulated period, the Earnest Money shall be forfeited by the purchaser.
 - 4.12 Earnest Money of the unsuccessful bidder shall be returned after finalization of tender.

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PERFORMANCE SECURITY:

- 4.13 All successful tenderers against the Tender Enquiry irrespective of their registration status with MSME shall be required to furnish Performance Security Bond bearing validity **two months beyond the expiry of the Warranty/Guarantee/CAMC period, within 14 days from date of issue of Supply Order/Acceptance of Tender.**
- 4.14 The successful bidder will have to submit a Performance Guarantee equivalent to 5% of the Contract value or as mentioned in the purchase order within stipulated time as mentioned in award of contract.
- 4.15 Performance Security in the form of account Payee Fixed Deposit Receipt /Term Deposit Receipt, or an irrevocable Bank Guarantee drawn in favor of Sr. AO, Pay and Accounts Officer, National Security Guard payable at SBI R K Puram, IFS Code – SBIN0001076 New Delhi is only acceptable.
- 4.16 The Performance Security will come into force from the date of acceptance of the stores/services after final inspection by the purchaser.
- 4.17 In case the Firm fails to deposit the required Performance Security by the date specified above, for any reason, Firm will commit breach of contract entitling the purchaser to cancel the contract at the risk and cost of the Firm to enforce recovery of the Security deposit prescribed with or without enforcing other rights under the contract resulting from breach thereof.
- 4.18 In case extension of delivery period is considered as granted by the purchaser for any reason, the Firm shall extend the validity of the Performance Security for the similar period.

5. CLARIFICATION ON TENDER DOCUMENT:

- 5.1 Bidder can request for clarification on bid documents if any, within the time limit defined in **Clause - 2 of Chapter-I.**
- 5.2 No clarification request will be entertained by the purchaser after clarification end date and clarification sought after stipulated period will be ignored.
- 5.3 If no time line is mentioned in clause 3 of Chapter-I, then No clarification request will be entertained by the purchaser and if any request received will be ignored without any acknowledgment.


6. CURRENCY OF BID:

- 6.1 Indian Rupee (INR) only.

7. WARRANTY: As per SLA.

- 7.1 ~~Minimum warranty period of tendered stores will be as per Clause – 4 of chapter-I and this will supersede the warranty specified in the QRs/TDs/Technical specifications published if any.~~
- 7.2 ~~Warranty will be comprehensive and will start from the date of final acceptance of store.~~
- 7.3 ~~Bidders are allowed to offer warranty more than asked in this tender, however no extra weightage will be given against the other bidder who has offered minimum warranty as per tender.~~
- 7.4 ~~If stores/part of stores which are found defective or damaged or unserviceable or degrade or performance is not reported as per QRs/TDs/Technical Specifications mentioned in this tender during the warranty period, seller will replace or repair the store in minimum time at consignee's location in India free of cost.~~
- 7.5 ~~Unless specified in tender documents, by signing the bid document bidder hereby declares that the store offer in response to this tender shall be of best quality and brand new in all respects and shall be strictly in accordance with the specification contained in the contract.~~
- 7.6 ~~Unless specified in tender documents, by signing the bid document bidder hereby declares that the store offer in response to this tender would continue to perform as per Qualitative Requirements/Specifications published in this tender for a period of warranty from the date of final acceptance of store by buyer.~~
- 7.7 ~~The decision of the purchaser in respect of performance evaluation of store under warranty shall be final and binding on the seller and the purchaser shall be entitled to call upon the seller to repair or replace the store within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on application made thereof by the seller. If seller~~

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~~fails to reinstate the performance of store as per contract then seller shall pay such compensation as may arise by reason of the breach of warranty therein contained.~~

8.AMC, CAMC and SPARES PARTS: As per SLA

- 8.1 The bidder shall submit the rates of AMC and CAMC in percentage of basic price per unit **separately for five years after expiry of warranty period.**
- 8.2 The firms will provide frozen rate list of manufacturer's recommended list of spares (MRLS) covering 80% spares/parts or having 80% value of total cost of the equipment/stores valid for 5 years after the warranty period.
- 8.3 The AMC or CAMC or spare parts rates quoted by bidder in this tender will not be binding on the purchaser.

9. PERIOD OF SERVICES TO BE HIRED:

- 9.1 Minimum duration (01 year from the signing of CAMC agreement) of tendered services will be as per clause 5 of chapter-I.
- 9.2 Services will be comprehensive and period will start from the signing of CAMC agreement, which will be executed within 15 days of issue of AT.
- 9.3 Bidder are allowed to offer services more than asked in this tender, however no extra weightage will be given against the other bidder who has offered minimum services as per tender.
- 9.4 Unless specified in tender documents, by signing the bid document bidder hereby declares that the services offer in response to this tender shall be of best quality in all aspect and shall be strictly in accordance with conditions of the contract.
- 9.5 The decision of the purchaser in respect of performance evaluation of store under CAMC period shall be final and binding on the contractor and the purchaser shall be entitled to call upon the contractor to repair or maintain the store under CAMC within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on application made thereof by the seller. If seller fails to reinstate the services as per contract then contractor shall pay such compensation as may arise by reason of the breach of CAMC therein contained.
- 9.6 A complete list of service Centres and customer support helpline number in Delhi-NCR or India, along with details of technical personnel manning the service Centres must also be uploaded in attached appendix in this bid.
- 9.7 Bidders to submit details of SMT (Special maintenance Tools and STE (Special Testing Equipment to be used for repair or equipment).

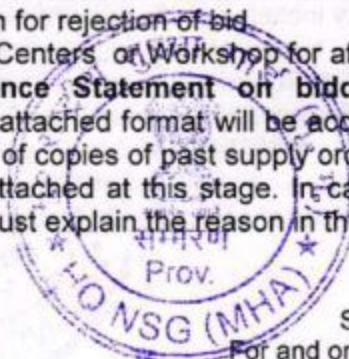
10. SUBMISSION OF THE PROPOSAL IN TWO BID SYSTEM:

A bidder is required to submit the offer in Two bid system(Technical and Financial bids) only, the details are as under:

10.1. TECHNICAL BID: The technical bid containing documents in sequence mentioned below shall be uploaded on the CPP portal by the bidder, bids without any of the following mentioned documents shall be liable to be rejected summarily.

- 10.1.1. **Appendix 1** Offer letter by bidder duly filled and prepared on **Bidder's Letter Head.**
- 10.1.2. **Appendix 2** Undertaking by bidder on its **Letter Head.**
- 10.1.3. **Appendix 3 Compliance statement on bidder's letter head:** Compliance status on each parameter of tender specification published shall be filled for the equipment offered by the bidder. Non-compliance to the any parameter of published specification will be a disqualification.
- 10.1.4. **Appendix 4 Complete details of Manufacturer/OEM, Distributor and System Integrator as applicable to the bidder need to be filled in the appendix.** Distributor and System Integrator shall fill details of its OEM/Manufacturer. Leaving blank any column will be reason for rejection of bid.
- 10.1.5. **Appendix 5** Details of Service Centers or Workshop for after sale support services.
- 10.1.6. **Appendix 6 Past Performance Statement on bidder's letter head:** Past performance only submitted in attached format will be accepted, past performance in any other format or attachment of copies of past supply order will not be accepted. No other documents need to be attached at this stage. In case bidder doesn't possess any past performance bidder must explain the reason in the same format.

Signature of the bidder



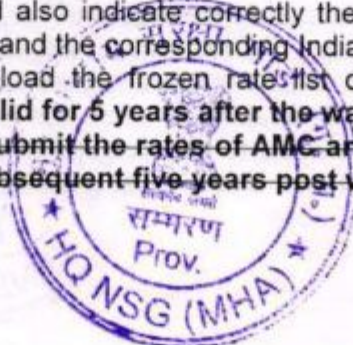
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- 10.1.7. **Appendix 7 Integrity Pact: Integrity Pact completed and signed by bidder and two witnessed of bidder** shall be uploaded along with bid. Bids without submission or incomplete or without witnesses signature on pre-Integrity pact shall be rejected.
- 10.1.8. **Appendix 8 ECS Performa for e-payment:** ECS mandate form duly completed in all aspect should be submitted by the bidder. Any wrong payment made due to wrong ECS form submitted, will be responsibility of the bidder.
- 10.1.9. **Appendix 9 – Bank Guarantee Format for furnishing Earnest Money (EMD)**
- 10.1.10. **Appendix 9 (a) – Proforma for Bid Security Declaration against EMD**
- 10.1.11. ~~Appendix 10 Form for Security Clearance of foreign executive, if any to be filled and submitted by the bidder along with the technical bid.~~
- 10.1.12. **Appendix 11 Declaration for Local Content**
- 10.1.13. **Appendix 12** Bidder to check the documents required to be attached with the technical bid.
- 10.1.14. Document in support of **EMD Exemption.** (If Applicable)
- 10.1.15. List of **price frozen manufacturer recommended list of spares.** This will not form the part of price evaluation for deciding L1.
- 10.1.16. ~~Letter quoting **AMC and CAMC rates** in percentage to the basic price of tendered store post warranty. This will not form the part of price evaluation for deciding L1.~~
- 10.1.17. **Letter of authorization:** Bidder participating in capacity of distributor or Indian system integrator shall upload the authorization certificate of foreign/Indian OEM/Manufacturer, failing which bid will be liable for rejection.
- 10.1.18. **Detailed MoU** between foreign OEM/Manufacturer and distributor/system integrator if applying in distributor or System Integrator capacity.
- 10.1.19. **BIS/ISO** or equivalent certificate of OEM/Manufacturer.
- 10.1.20. **Incorporation Certificate.**
- 10.1.21. ~~Valid Manufacturing license issued by DPIIT for manufacturing of defence equipment mentioned in Annexure I vide Press Note no. 1 (2019 Series) no-7(3)/2009-IP.Vol.IV, dated Jan 01, 2019 issued by Ministry of Commerce and Industry, Department of Industrial Policy and Promotion(DIPP).~~
- 10.1.22. Copy of **GST registration** of firm.
- 10.1.23. Copy of **PAN** of bidder firm.
- 10.1.24. **Last three (03) years balance sheet or Income tax return of bidder firm.**
- 10.1.25. **The technical literature of the tendered store offered by the bidder with respect to specification published in the tender.** Don't enclosed technical document of other equipments or non-relevant documents.
- 10.1.26. Any other relevant information.
- 10.1.27. The technical bid in clear legible format with maintaining above mentioned sequence of documents be uploaded **on CPP portal** for considering an offer as responsive bid.
- 10.1.28. Quoting price of tender in technical bid will be a disqualification considering it an unresponsive bid.
- 10.1.29. Bidder shall strict to the format of the tender published and shall not upload unnecessary or non-relevant documents in the bid.

10.2. COMMERCIAL BID:

- 10.2.1. Bidder must upload price bid in BoQ format on CPP portal only which is uploaded separately with bid document.
- 10.2.2. The bidders should give break up of quoted prices in terms of basic price, applicable GST, Custom duty, other taxes and duties if any.
- 10.2.3. On imported goods, the bidder will also specify separately the total amount of custom duty included in the quoted price.
- 10.2.4. The bidder should also indicate correctly the rate of custom duty applicable for the goods in question and the corresponding Indian customs tariff number.
- 10.2.5. The firm shall upload the frozen rates list of manufacturer's recommended list of spares (MRLS) valid for 5 years after the warranty period.
- 10.2.6. ~~The bidder shall submit the rates of AMC and CAMC in percentage of basic price separately for subsequent five years post warranty.~~

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- 10.2.7. Rates quoted for AMC or CAMG or MRLS will not be considered to finalize the L-1 (Lowest) bidder.

11. EVALUATION OF THE PROPOSAL:

11.1. **CRITERIA FOR RESPONSIVE BID:** All factors will be taken into account for evaluating the bids on common platform before awarding the contract to responsive and most advantages bidder for buyer. Tender that does not meet the basic requirements specified in the bid documents are to be treated as unresponsive and will be ignored. Evaluation of tender will be done in two stages on fulfilling of following conditions:

- 11.1.1. The tender document completed in all respect in prescribed format dully signed, stamped and in legible form uploaded on e-procurement portal.
- 11.1.2. Required EMD/Bid Security Declaration in original or proof of exemption from EMD has been submitted.
- 11.1.3. The bidder is eligible to participate in the bid as per laid down eligibility criteria of tender document.
- 11.1.4. Bidder has uploaded the authority letter and MoU agreement with the manufacturer or OEM in case quoted goods are to be manufactured by a different firm.
- 11.1.5. The bid submitted by a bidder doesn't depart or deviates from the essential requirements specified in the bidding document.
- 11.1.6. The bidder has agreed to the terms and conditions specified in this bid document or bidder have quoted for entire requirement as per schedule of requirements in the tender enquiry.

11.2. STAGE-I: TECHNICAL EVALUATION CUM TRIAL: Not Applicable.

- 11.2.1. Only eligible firms whose bids are found responsive bid and completed in all respect as per tender enquiry published ~~will be called for technical evaluation cum trial.~~
- 11.2.2. Bidders must read the tender conditions carefully specially specifications or QRs/TDs published with the tender before appearing for technical evaluation.
- 11.2.3. A Technical Evaluation Committee (TEC) will be constituted by purchaser for technical evaluation of technical bids and ~~01 Samples~~ will be submitted by bidders.
- 11.2.4. The technical evaluation of technical bids and samples may include any one or more methods like conducting a functional demonstration, physical evaluation of the samples, detailed power point presentations, examination of all supporting documents and lab test certifications etc against the laid down conditions of tender enquiry and QRs/TDs published with this tender.
- 11.2.5. The purchaser reserves the right to decide upon the methodology or method of Technical Evaluation cum physical trial.
- 11.2.6. Technical evaluation will be conducted within 45 days (this can vary case to case basis) of opening of tender. Bidder should be ready with tender sample for Technical Evaluation Cum Trial on intimation of date from Technical Evaluation Committee. TEC reserves the right to change the date, time and place of technical evaluation as per merit.
- 11.2.7. Bidder is responsible to produce himself or his authorized representative with the sample equipment and other technical details of the tendered store for evaluation on the notified date; time and place as and when called by TEC on **NO COST NO COMMITMENT** basis.
- 11.2.8. If samples are to be imported for technical evaluation it is the bidder's responsibility to get it done in hand before the time limit specified in this tender. No assistance, except End User Certificate if necessary, and certificate that equipment has been called for trials by NSG in response to tender will be provided to the bidder if the exact format and formal request is uploaded with technical bid.
- 11.2.9. The bidder will have to obtain necessary import permission/permit/NOG etc. from MHA/DGFT/Customs/Airport/shipping department or any other relevant department or ministry in India on their own. No request for assistance in this regard will be entertained by the purchaser.
- 11.2.10. In case of any ambiguity in trial, competent authority reserve the right to conduct re-trial or reference to a competent technical agency (accredited labs, state /union

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government labs) may be considered to clarify of the same on recommendation of TEC based on necessity on material ground.

- 11.2.11. In cases where any foreign representative is expected to be present for technical evaluation or demonstration of tendered item then bidder must fill the details in the **APPENDIX – 10 attached** in this tender document.
- 11.2.12. Failure to present in Technical evaluation will invite necessary action against bidder which may include forfeiture of EMD or banning/barring/blacklisting of bidder for a period specified by the purchaser for all government purchases in future.

11.3. STAGE-II:- FINANCIAL EVALUATION

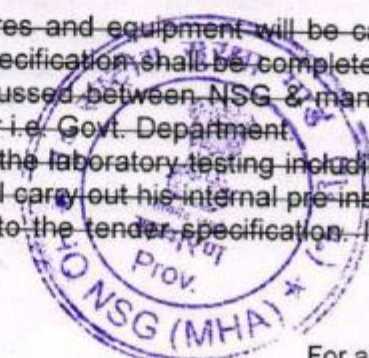
- 11.3.1. The price bids of only technically qualified firm whose product qualify all parameters of Technical Specification or QRs/TDs and recommended by the technical evaluation committee will be opened on e-procurement portal.
- 11.3.2. For evaluation and comparison of offers on equitable basis, all the quoted prices (with different currencies) will be converted into Indian Rupees as per the selling exchange rates established by RBI/SBI as prevailing on the date of opening of Tender.
- 11.3.3. Successful bidder will be evaluated on the basis of net lowest cost to the Govt for each item separately.
- 11.3.4. To provide level play field, the evaluation of commercial bids shall be carried out among all category bidders i.e. foreign OEM, OEM from SEZ/EOUs and other indigenous OEM. The applicable custom duty & IGST/GST payable or foregone shall be added on basic price of each unit.

12. **CRITERIA FOR AWARDING THE CONTRACT:** Contract to successful L-1 eligible bidder will be based on qualifying all stages of evaluation.

13. **PRE DELIVERY INSPECTION(PDI) INSPECTION PROCEDURE: Not Required**

- 13.1. The inspection will be guided by the provisions contained in the governing specifications (QR/TD) and contract/AT as regards to the scope of inspection to be carried out at the pre-delivery stage and/or final inspection as the case may be. Whether every unit of the supply is to be inspected or inspection is done on the basis of random sampling is governed by the governing specification (QR/TD) and/or the NSG orders issued in this regard from time to time till date of issue of tender enquiry.
- 13.2. When material being supplied is in bulk quantities and it is difficult to examine each and every piece, the procedures as given in relevant Inspection Process Schedule (IPS) and other NSG instructions issued from time to time shall be followed. Where no instructions exist, the guidance of the supervisory officer shall be taken. The material actually inspected shall be double stamped/sealed and balance single stamped. The Inspection Note will be endorsed to this effect. However, the detailed NSG Inspection Board is responsible for the whole consignment.
- 13.3. The detailed NSG Inspection Board would prepare an inspection protocol on the basis of the manufacturer's Quality control facilities and obtain approval of the Presiding Officer concerned and advise the same to the contractor. The inspection protocol may cover the inspection of sub-assemblies, bought out components, stage inspection and final inspection of tendered store as necessary.
- 13.4. On inspection and tests of the plant as per the inspection protocol, inspection reports will be prepared and signed jointly by the detailed Inspection Board and the manufacturer's representative. The report on inspection of plant and machinery at site would be made jointly with the detailed NSG Inspection Board and manufacturer's representative, and signed.
- 13.5. Pre-delivery inspection of stores and equipment will be carried out at the manufacturer's premises only. The tender specification shall be complete in all respects. The inspection protocol can be mutually discussed between NSG & manufacturer, if so desired. Cost of PDI will be borne by purchaser i.e. Govt. Department
- 13.6. The manufacturers shall bear the laboratory testing including cost of samples expended in testing. The manufacturer shall carry out his internal pre-inspection and offer only such pre-inspected stores, conforming to the tender specification. In case of infructuous visits like

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~~stores not ready, pre-inspection not carried out by him or repeated rejection of stores, the contractor is liable to compensate purchaser all costs of such visits.~~

- ~~13.7. The inspection function is carried out in a decentralized fashion. All correspondence can be made direct to the Trial board detailed by NSG.~~
- ~~13.8. The inspection would be carried out in accordance with the Tender/AT provisions and inspection protocol agreed thereof. The inspection would be done to the best of our knowledge and abilities. Such inspection would not relieve the sellers or buyers their contractual obligations. The certificate issued after inspection would reflect the findings at the time and place of inspection.~~

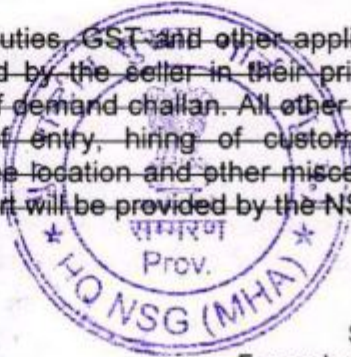
14. FINAL INSPECTION OR ACCEPTANCE OR JRI OR LCR AT CONSIGNEE LOCATION

- 14.1. Inspection Authority is Director General, NSG HQ, Mehram Nagar, Palam, and New Delhi-110037.
- 14.2. Inspection officer is an officer or a board of officers constituted by DG NSG for the purpose.
- 14.3. Final inspection will be carried out on receipt of goods at consignee location or the location mutually agreed by buyer and seller before accepting them. On receipt of stores at consignee location, seller should immediately request for schedule an inspection.
- 14.4. 100% of the equipment/store would be put through inspection during JRI before final inspection.
- 14.5. The purchaser has the right to reject the goods on receipt during the final inspection on delivery even though the goods have already been inspected and cleared at the pre-dispatch stage by Procuring Entity's inspection officer if goods are not found as per contractual terms and conditions.
- 14.6. Goods accepted by the purchaser at the initial and final inspections, in terms of the contract, shall in no way dilute the purchaser's right to reject them later, if found deficient in terms of the warranty clause of the contract.
- 14.7. If any store is rejected in final inspection as not conforming to conditions of contract, the same lot must be replaced within 30 days before final acceptance. Alternatively at purchase's option if any payment has been made to the seller shall be refunded within 30 days from the date of issue of such notice of rejection.

15. TERMS OF DELIVERY & DISPATCH INSTRUCTIONS: As per SLA

- 15.1. Free delivery to consignee basis.
- 15.2. ~~Delivery period will start from the date of issue of AT/Purchase order for indigenous store and from opening of Letter of credit for firm quoting directly where store is to be imported.~~
- 15.3. ~~Only those bidders should apply to the tender who are agreed to delivery condition of this tender. Bids of firm's not agreeing to delivery condition will be termed as unresponsive bid and will be rejected summarily.~~
- 15.4. ~~Delivery period will include successful acceptance on completion of JRI/final inspection at consignee location by NSG.~~
- 15.5. ~~Firm should not deliver the store to consignee location beyond scheduled delivery period as per contract without obtaining prior sanction of purchaser. Store delivered beyond delivery scheduled as mentioned in contract, even if store have been received by the consignee, it would be at the risk and the cost of the seller as the supply may not be taken as contractually accepted.~~
- 15.6. ~~Store must be delivered in one lot i.e. complete and final quantity for conducting of final inspection and acceptance.~~
- 15.7. ~~Foreign bidder quoting directly where store is to be imported delivery term is **DDP-consignee location or CIP-Delhi** in accordance to INCOTERMS 2010 along with Para 17.1 to 17.6 above.~~
- 15.8. ~~In case of CIP-Delhi only custom duties, GST and other applicable taxes in India will be paid by the purchaser if not added by the seller in their price quote on ICEGATE i.e. www.icegate.gov.in on generation of demand challan. All other arrangement and expenses unloading at port, filing of bill of entry, hiring of custom handling agent, loading, transportation from port to consignee location and other miscellaneous charges are to be borne by seller. Documentary support will be provided by the NSG on request of firm.~~

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16. PAYMENT TERMS FOR BIDDER:

- 16.1. MODE OF PAYMENT:** All Payment will be made through "e-payment" for which duly completed ECS mandate form has to be submitted by bidder with this tender (As per Appendix - 8). Part payments and advance payments are applicable as per GFR-2017 on submission of adequate safeguards by the contractor. **Cancelled cheque should be attached with ECS mandate form.**
- 16.2. Condition of the payment:** Any payment – part or full will be made to the firm within 30 days on receipt of certificate from the user that all the parts/components of IP Based Radio Gateway Consisting of 02xCommand & Control Unit (CCU) and 02xRadio Gateway Unit (RGU) under contract are fully functional and working up to the desired performance level as per specification of the equipments and furnishing of Performance Security equivalent to 5% of AT/purchase order value bearing validity up to last date of contract period plus two months.
- 16.3.** ~~Payment through Opening of Letter of Credit (LC) will be made on presentation of complete set of clean original shipping documents, signed commercial invoice, packaging list, Insurance certificated for value equal to 110%, manufacturers Inspection Certificate, Guarantee/Warranty Certificate, Certificate regarding Country of Origin, Certificate from the seller that copy of shipping/sea freight documents have been dispatched to the applicant, proof of submission of Performance security bond and certificate from the buyer for satisfactory performance of store supplied under the contract and any other document required under the law, or mentioned in the supply order.~~

17. PURCHASE AND PRICE PREFERENCE CLAUSE: The Purchaser preference will be given in accordance to Rule 153 of GFR 2017 and clause 1.10.4 of Chapter-I of Manual for Procurement of Goods 2022 and Ministry of Finance, Department of Expenditure (GOI) **MSMED Act 2006, Public Procurement Policy for MSEs Order 2012 issued by Ministry of MSME vide order dated 23rd March 2012. Public Procurement Order (Preference to Make in India) 2017 issued by Department of Industrial Policy and Promotion, Ministry of Commerce letter dated 15.06.2017, amendment to it vide order No. P-45021/2/2017-PP (BE-II) dated 16 Sept, 2020 and any other relevant order/amendments to existing order which is in force at the time of opening of this tender.**

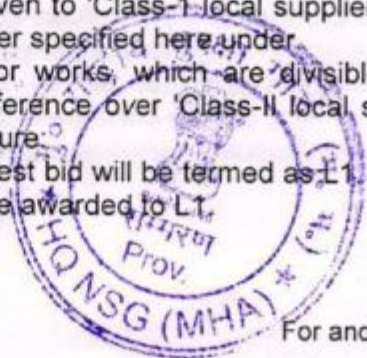
For MSME:-

- 17.1.** In tender, participating Micro and Small Enterprise (MSE) quoting price within price band of L-1+15(Fifteen) percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 prices is from someone other than a MSE and such MSE shall be allowed to supply up to 25 (twenty five) percent of total tendered value. The 25(twenty five) percent quantity is to be distributed proportionately among these bidders, in case there are more than one MSEs within such price band.
- 17.2.** Within 25 % (Twenty percent) quantity, a purchase preference of four percent (that is, 25(twenty five) percent out of 25(twenty five) percent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Provided that, in event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four percent sub-target shall be met from other MSE. MSEs would be treated as owned by SC/ST entrepreneurs.
- Out of the total annual procurement from Micro and Small Enterprises, 3 percent from within the 25 per cent target shall be earmarked for procurement from Micro and Small Enterprises owned by women.

For Make in India:-

- 17.3.** Purchase preference shall be given to 'Class-1 local supplier' in procurements undertaken by procuring entities in the manner specified here under.
- 17.4.** In the procurements of goods or works, which are divisible in nature, the Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- 17.5** Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

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- 17.6** If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be **awarded** to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be **awarded** to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- 17.6.1** In the procurements of goods or works, which not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- 17.6.2** Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-1 local supplier', the contract will be awarded to L1.
- 17.6.3** If L1 is not 'Class-1 local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- 17.6.4** In case such lowest eligible 'Class-1 local supplier' fails to match the L1 price, the 'Class-1 local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-1 local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

17.7 EXEMPTION OF SMALL PURCHASES: Procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from price preference clause.

17.8 MARGIN OF PURCHASE PREFERENCE: The margin of purchase preference shall be **20%**.

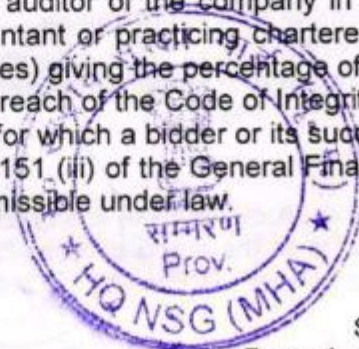
17.9 MINIMUM LOCAL CONTENT:

- 17.9.1** Class-I local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
- 17.9.2** Class-II local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal or more than 20% but less than 50%.
- 17.9.3** Non - Local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%.

17.10. VERIFICATION OF LOCAL CONTENT: Not Applicable

- 17.10.1** The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- 17.10.2** In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- 17.10.3** 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.

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17.10.4. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.

18. PRICE VARIATION CLAUSE (Not Applicable)

~~PVC clause under para 6.6 of Chapter 6 (as per annexure 15) of Manual for Procurement of Goods 2022 is applicable for the high value contract having delivery period more than 18 month from the date of award of contract.~~

19. EXCHANGE RATE VARIATION (Not applicable)

~~ERV clause under Para 6.7 of Manual for Procurement of Goods 2022 is applicable for the contract having delivery period more than one year from the date of award of contract.~~

20. TRAINING:- Not Applicable.

~~Repair and maintenance training should be arranged for at least 02 persons/technicians for 01 week at firm's premises and user level training should be provided 20 personnel for 02 days at consignee/user's location.~~

21. LIQUIDATED DAMAGES:

In case the firm does not complete the supply within the laid down agreed delivery period as per contract, action will be taken against the firm as per Clause 9.7.9, 9.7.10 & 9.7.11 of Manual for Procurement Goods 2022, MOF and amendment issued by MHA vide letter dated 21/02/2018 and amendment thereof issued time to time.

21.1 QUANTUM OF LD

While granting extension of the delivery period, where the delivery of stores or any instalment thereof is accepted after expiry of the original delivery period, the purchaser shall recover from the Firm, as agreed, the Liquidate Damage of the sum of **0.5 (Half) percent of the contract Price** of the delayed / undelivered stores/services mentioned above **for every week of delay or part of a week. The total damages shall not exceed 10 (Ten) percent of value of delayed goods.**

22. OPTION CLAUSE: Not Applicable.

22.1. UNDER PARA 9.3 OF MANUAL FOR PROCUREMENT OF GOODS 2022:

22.1.1 ~~The purchaser reserves the right to increase/decrease the ordered quantity by up to 25 (Twenty Five) per cent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).~~

22.1.2 ~~The purchaser reserves the right to place 25% extra order under tolerance/option clause on the successful bidder at the rates quoted by bidder at the time of placement of contract or during the currency of the contract,~~

23. LAB TEST CERTIFICATES: Not applicable

23.1. Bidder has to produce original and copies of Lab Test/Inspection certificate/report at the time of **Technical Evaluation** confirming to the each parameter of QRs/TDs (**Specification of tendered store**).

23.2. Unless specified in approved QRs/TDs Lab Test/Inspection certificate for tendered store must be issued by Govt./Private Lab which are accredited by Indian or foreign Accreditation Bodies which is a member of ILAC or recognized regional co-operation bodies for scope of testing for that particular test.

23.3. This Lab test report requirement will be in accordance to the requirement of QR/TDs of tendered item.

24. JURISDICTION:

24.1. This tender and an outcome of it any award of contract is subject to the jurisdiction of Indian Laws and Courts at the place of issue of the Tender. Sole Arbitration is appointed by the DG NSG. For details refer to Clause 9.9.1 and 9.9.2 of Manual for procurement goods 2022, MoF.

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24.2. The Court of the New Delhi shall alone have a jurisdiction to decide any dispute arising out of or in respect of the contract. 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, 1896. 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.

25. LAWS GOVERNING THE CONTRACT

The contract shall be governed by the laws of India for the time being in force. The contract shall be interpreted in accordance with these laws.

26. **ARBITRATION:** - In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (except as to any matters, the decision of which is specifically provided for by these or the special conditions), the same shall referred to the Sole Arbitration of the DG, NSG, Min. of Home Affairs or of some other person appointed by him under **clause 9.9.1 and 9.9.2 of Manual for Procurement of Goods 2022**. It will be no objection that the Arbitrator is a Government Servant that he had to deal with the matters to which the contract relates or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract, it is term of this contract that:

26.1. If the arbitrator be the DG, NSG, Ministry of Home Affairs:

26.2. In the event of his being transferred or vacating his office by resignation or otherwise, it shall be for his successor in office either to Proceed with the reference himself or to appoint another person as Arbitrator : or

26.3. In the event of his being unable to act or becoming incapable of acting for any reason it shall be lawful for him to appoint another person as Arbitrator.

26.4. If the arbitrator be a person appointed by the DG, NSG, Ministry of Home Affairs:- In the event of his dying, neglecting or refusing to act, or resigning or being unable to act, for any reason or his award being set aside by the Court for any reason, it shall be lawful for the DG, NSG, Min. of Home Affairs either to Proceed with the reference himself or to appoint another person as Arbitrator in place of the outgoing Arbitrator. In every such case, it shall be lawful for the DG, NSG, Ministry of Home Affairs in place of the outgoing Arbitrator, as the case may be to act on the record of the Proceedings as then taken in the arbitration, or to commence the Proceedings de novo, as he may at his discretion decide.

26.5. It is further a term of this contract that no person other than DG, NSG, Min. of Home Affairs or the person appointed by him should act as arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.

26.6. The Arbitrator may with the consent of all the parties to the contract enlarge the time from time to time for making and publishing the award.

26.7. Upon any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator.

26.8. Subject as aforesaid, the Arbitration and Conciliation Act, 1896 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply the arbitration Proceedings under this clause.

26.9. The venue of arbitration shall be the place where the contract is concluded or such other place as the DG, NSG at his discretion may determine.

26.10. In this clause the expression DG, NSG, Min. of Home Affairs, means the DG, NSG for the time being & includes, if there be no DG, NSG, the officer who is for the time being the

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administrative head of the NSG. Min of Home Affairs whether in addition to other functions or otherwise.

27. PARTNERSHIP FIRMS:

- 27.1. For Partnership Firms whether they are registered or not registered under Indian Partnership Act, 1832. Should the answer to this question by a Partnership firm be in the affirmative, bidder has to attach a copy of either document duly attested by a Notary Public on which reliance is place for authority of partners on the partner signing the tender to refer disputes to arbitration following documents with the bid:
- 27.2. Authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.
- 27.3. If authority has not been assigned than any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.
- 27.4. Where authority to refer disputes to arbitration has not been given to the partner signing the tender the tenders must be signed by every partner of the firm.

28. PATENT AND OTHER INDUSTRIAL/ INTELLECTUAL PROPERTY RIGHT

The prices quoted in the present tender shall be deemed to include all amounts payable for the use of patents, copyright, registration charges, trademarks and payment for any other industrial property/rights. The tender shall identify the Purchaser against all claims from a third party at any time on account of infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or the use. The bidder shall be responsible for the completion of the supplied, irrespective of the fact of infringement of any or all the rights mentioned above.

29. TRANSFER AND SUB-LETTING

The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the resultant contract or any part thereof as well as to give or to let a third party take benefit of advantage of the resultant contract or any part thereof

30. PENALTY FOR USE OF UNDUE INFLUENCE

The seller should undertake that he has not given, offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage of inducement to any person in service of the Purchaser or otherwise in Procuring, the Contract or Forbearing top do or for having done or forborne to do any act in relation or execution of the Contract or any other Contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other Contract with the Government. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offers by the seller or any one employed or acting on his behalf , as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1847 or any other Act enacted for the prevention of corruption shall entitle the Purchase to cancel the contract and all or any other Contract with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Purchaser or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the Purchaser or to any other person in a position to influence any officer/employee of the Purchaser for showing any favor in relation to this or any other contract, shall render.

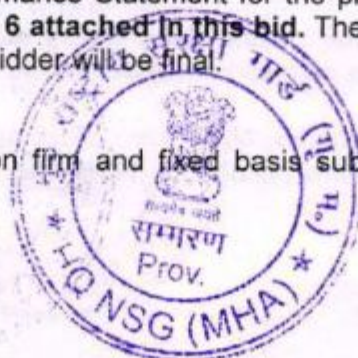
31. PAST PERFORMANCE

Bidders must enclose Performance Statement for the previous years in the Performa supplied with the tender as per Appendix- 6 attached in this bid. The decision of DG, NSG on the assessment of the past performance of the bidder will be final.

32. PRICE

The Price quoted shall be on firm and fixed basis subject to no variation whatsoever during the currency of the contract.

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33. FALL CLAUSE

- 33.1** The Bidder undertakes that he has not supplied/is not supplying the similar equipment/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub –system was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.
- 33.2** The bidder shall strive to accord the most favored customer treatment to the buyer in respect of all matter pertaining to the present case.

34. DENIAL CLAUSE

During the extended delivery period (due to default of the seller) any increase in statutory duties and/or upward rise in prices due to the price variation and/or any adverse fluctuation in foreign exchange are to be borne by the seller while the purchaser reserves his right to get any benefit of a downward revisions in statutory duties, price variation and foreign exchange rate. **(Para 9.7.8 and annexure-19 of Manual for Procurement of Goods 2022)**

35. RISK PURCHASE CLAUSE

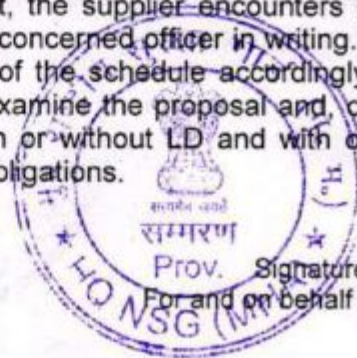
- 35.1.** In the event of failure of supplier to deliver or dispatch the stores or provide the required services within the stipulated dates/period of the supply order /AT, or in the event of breach of any of the terms and condition of the AT, the purchaser will have the right to purchase the subject store 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 supplier even against any other supplies outside this contract or even from the pending bills with any other Govt. Department/Ministry.
- 35.2.** In the event of contract being cancelled for any breach committed and the purchaser effecting re- purchase of the subject store at the risk and cost of contractor, the purchaser is not bound to accept the lower offer of Benami or allied sister concern of the contractor.
- 35.3.** Any information furnished by the bidder in support of their eligibility of tender conditions, past performance, registration status with concerned Government Agency and all other relevant to the tender found fake, incorrect or fraudulent, then the bidder will be liable for forfeiture of EMD, Security Deposit, cancellation of contract and further Debarment from NSG as well as other Central Government Department's tender and other legal recourse thereof.
- 35.4.** All bidders are liable to field their equipment for trial within given date & time at a desired place. Failing which action as per conditions of Bid Security Declaration shall be taken against the firm.
- 35.5.** In case of any defect in supply or manufacturing or not conforming to technical specifications, observed during survey at consignee location or later during the warranty period, the bidder will be liable to replace the defective store at their cost.

36. EXTENSION OF DELIVERY PERIOD

In accordance to **Clause 9.7.4 of Manual for Procurement of Goods, 2022, MoF**, Suppliers shall be required to adhere to the delivery schedule specified in the purchase order (AT/Supply Order) and, if there is delay in supplies, **LD shall be levied wherever there is failure by the party**. Extension of delivery date amounts to amendment of the contract. Such an extension can be only done with the consent of both parties (that is, the purchaser and supplier). No extension of the delivery date is to be granted suo-moto unless the supplier specifically asks for it. However, in a few cases, it may be necessary to grant an extension of the delivery period suo moto in the interest of the administration. In such cases, it is legally necessary to obtain clear acceptance of the extension letter from the supplier.

If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of Goods, he shall promptly inform the concerned officer in writing. He should mention its likely duration and make a request for extension of the schedule accordingly. On receiving the supplier's communication, the procuring Entity shall examine the proposal and, on approval from the CA, may agree to extend the delivery schedule, with or without LD and with or without the denial clause, for completion of the contractor's contractual obligations.

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37. FORCE MAJEURE CLAUSE: In extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause) the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. This clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The contractor has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. In situation when the purchase organization only get affected with FM in such a situation, the NSG is to communicate with the bidder along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding **90 (Ninety) days**, either party may at its option terminate the contract without any financial repercussion on either side. Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the bidder would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

38. TERMINATION OF CONTRACT

Time shall be the essence of the contract. The purchaser shall have the right to terminate this contract without any notice in part or in full in any of the following cases:

- 38.1. The delivery of the store as per contract is delayed for causes not attributed to Force Majeure after the scheduled date of delivery by **more than 60 days or by more than 90 days** for causes of force majeure.
- 38.2. The seller is declared bankrupt or becomes insolvent.
- 38.3. In case Performance Security is not furnished within the time period specified in the AT (Supply Order).
- 38.4. In case buyer found any false declaration or wrong information regarding eligibility criteria, availability of infrastructure or any other tender conditions furnished by the at any stage of procurement process including the currency of A/T (Supply Order) will result in cancellation of AT (Supply order) along with forfeiture of security deposit/performance bond.
- 38.5. Bulk supplies in the case of successful Bidder should conform to tender samples accepted in trial evaluation in all respect besides specifications mentioned in this tender.
- 38.6. Any change in Address/Telephone/Fax/e-mail should be immediately informed. The state of non- communication by the firm will make the offer liable for rejection.
- 38.7. As such decision of the Arbitration Tribunal.
- 38.8. **If the contract is terminated in whole or in part, recourse may be taken to any one or more of the following actions:**
 - (a) Forfeiture of the performance security;
 - (b) Upon such terms and in such manner as it deems appropriate, goods similar to those undelivered may be procured and the supplier shall be liable for all available actions against him in terms of the contract (popularly called risk purchase); and
 - (c) However, the supplier shall continue to fulfil the contract to the extent not terminated.

39. GOVERNMENT REGULATIONS

- 39.1. It shall also be confirmed by the bidder that there are no government restrictions or limitation in the country of the supplier or countries from which sub-components are being procured and/or for the export of any part of the system being supplied.
- 39.2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority as per Ministry of Finance, Department of Expenditure, Public Procurement Division F.No 6/18/2019-PPD dated 23rd July, 2020.



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CHAPTER-IVSPECIAL CONDITIONS

1. Following category of bidders are allowed to participate in this tender.

- 1.1.1. Authorized Indian Service Providers.
- 1.1.2. Only firms which have performance in last three year and have successfully executed minimum three similar contract of value equivalent to INR 1 lakh or more with three year average annual turnover not less than INR 10 lakh are eligible to apply.
- 1.1.3. Registered Micro, Small and Startup Enterprises are exempted from the past performance.
- 1.1.4. Firms will have to furnish evidences with regard to its capacity to render the service in an effective manner.
- 1.1.5. All bidder must enclose their balance sheet, GST return, service tax registration certificate and income tax return of last three (03) years and other relevant documents along with the tender documents.
- 1.1.6. Not meeting the eligibility criteria will be a disqualification without giving any further opportunity.

2. Purchaser reserves the right to verify the bidder's capability or capacity through all available means. Any adverse report during the tendering process or after the award of contract will invite rejection of bid or cancellation of award of contract issued without assigning any reason or clarification.

3. Service provider must have a service support facility with qualified technical capabilities in Delhi-NCR or India and must have capabilities to provide periodic maintenance, repair services during CAMC period in at consignee location with provisions of additional spare parts on fixed rates, testing & maintenance equipments/tools and technically skilled manpower. **(details to be furnished in Appendix-6)**

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CHAPTER-V
ELIGIBILITY AND QUALIFICATION CRITERIA

1. ELIGIBILITY CRITERIA:

1.1. Following category of bidders are allowed to participate in this tender:-

1.1.1. Indian Manufacturer/OEM (Original Equipment Manufacturer).

1.1.2. Authorized Indian Distributor of Indian manufacturer/OEM.

1.1.3. Indian System Integrator.

1.1.4. Any Indian firm authorized by the Principal OEM fulfilling the criteria of Make-in-India policy as per DPIIT order dated 16.09.2020 and having technical capability on behalf of the principal OEM to provide after sale services in Delhi NCR/India, additional spare parts on fixed rates, maintenance tools, free training and periodical maintenance.

1.2. The eligibility condition is subject to order No. P-45021/2/2017-PP (BE-II) dated 16th Sept, 2020 issued by Ministry of commerce and industries (Department of promotion of Industry and internal trade).

(a) The **Class-I Local Supplier / Class-II Local Supplier** at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the items offered meets the minimum local content requirement for class I local supplier / class II local supplier as the case may be. They shall also give details of location(s) at which the local value addition is made.

(b) **In case of procurement for value in excess of Rs 10 crores, the Class-I Local Supplier / Class-II Local Supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company** (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

1.3 Ministry of Finance Department of Expenditure Public Procurement Division dated 23.07.2020 regarding **Rule 144 of GFR 2017 has been amended by inserting sub-rule (xi) as under:-**

"Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries or a class of counties, on grounds of defense of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions."

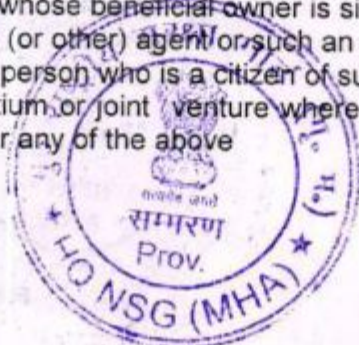
(a) Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in Annex I.

(b) "Bidder" for the purpose of this Order (including the term 'tendered', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

(c) "Bidder from a country which shares a land border with India" for the purpose of this Order means

- (i) An entity incorporated, established or registered in such a country; or
- (ii) A subsidiary (an entity incorporated, established or registered in such a country; or
- (iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (iv) An entity whose beneficial owner is situated in such a country; or
- (v) An Indian (or other) agent or such an entity; or
- (vi) A natural person who is a citizen of such a country; or
- (vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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(d) "Beneficial owned for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person(s), has a controlling ownership interest or who exercises control through other means

Explanation:

- 'Controlling ownership interest' means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company

- "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person' has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s). who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals:
- (iv) where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official
- (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- (e) Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

1.4 Purchaser reserves the right to verify the bidder's or their principal OEM/manufacture's capability or Capacity through all available means. Any adverse report during the tendering process or after the award of contract will invite rejection of bid or cancellation of award of contract issued without assigning any reason or clarification.

2. INDIAN MANUFACTURER/OEM:

2.1. Indian manufacturer/OEM is allowed to participate in this tender.

2.2. Manufacturer/OEM must have a registered after sales service support facility with qualified technical capabilities in Delhi-NCR or India. **(details to be furnished in Appendix- 5)**

3. INDIAN DISTRIBUTOR OF INDIAN MANUFACTURER/OEM:

Indian distributor of Indian manufacturer/OEM is allowed to bid in the tender subject to production of following documents: (upload copy with bid)

3.1. Indian distributor of manufacturer/OEM must have a valid MoU agreement with manufacturer/OEM on line of following parameters:

3.1.1. MoU must be valid and of sufficient duration for tendered item.

3.1.2. Authorization to participate or quote in this tender on behalf of manufacturer/OEM for a specific territory or specific set of items.

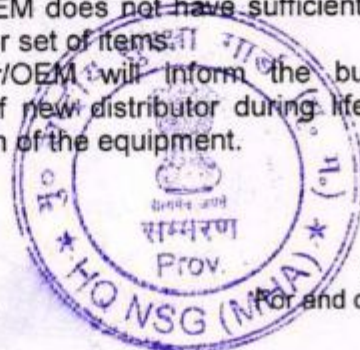
3.1.3. Commitment of manufacturer/OEM for providing all after sales support services like spares, accessories, consumables, tools, repair and testing equipment etc. to the buyer during the warranty and AMC or CAMC period.

3.1.4. Commitment of manufacturer/OEM for performance of store during warranty period.

3.1.5. Declaration that manufacturer/OEM does not have sufficient marketing arrangements in respect of the specified territory or set of items.

3.1.6. Commitment that manufacturer/OEM will inform the buyer about cancellation of distributorship or appointment of new distributor during life cycle of tendered item or before discontinuing of production of the equipment.

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For and on behalf of President of India

- 3.1.7. Commitment that manufacturer/OEM will accept the responsibility for the satisfactory execution of purchase order placed on the authorized distributors/business partner.
- 3.1.8. That manufacturer/OEM will provide requisite inspection and testing facilities at his manufacturing/work location in respect of orders placed on authorized distributors.
- 3.1.9. The authorized distributor's price will not exceed that which the manufacturer would have quoted.
- 3.1.10. The manufacturer/OEM will declare the quantum of commission or the margin of profit to which authorized distributor is entitled.
- 3.2. Inspection challan authorized by distributor would be accompanied by a certificate from the manufacturer that the stores covered under the challan have been manufactured by them and the stores offered and supplied would bear the trade mark of the manufacturer.
- 3.3. That authorized distributor besides the quoted price will indicate the manufacturer's price along with copy of Performa invoice issued by manufacturer/OEM.
- 3.4. Authorized Indian distributor must have a registered after sales service support facility with qualified technical capability on behalf of manufacturer/OEM and must have capabilities to provide periodic maintenance, repair and after sale services during warranty and AMC or CAMC period in Delhi-NCR or India, with provisions of additional spare parts on fixed rates, testing & maintenance equipment/tools and technically skilled manpower. **(Details to be furnished in Appendix- 5)**

4. INDIAN SYSTEM INTEGRATOR:

Indian firms who are System Integrator of tendered items are eligible to participate in tender subject to essentially meeting the following conditions:

- 4.1. Indian System Integrator must have a registered after sales service support facility with qualified technical capability on behalf of manufacturer/OEM and must have capabilities to provide periodic maintenance, repair and after sale services during warranty and AMC or CAMC period in Delhi-NCR or India, with provisions of additional spare parts on fixed rates, testing & maintenance equipment/tools and technically skilled manpower. **(Details to be furnished in Appendix- 5)**
- 4.2. Authorization or MoU with Manufacturer/OEM as per **Para-3 of Chapter-V** for major part of the equipment to be used in Integration of tendered store.

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CHAPTER-VI**SCHEDULE OF REQUIREMENT**

SI.No.	Description of services required	Qty
1.	<p>CAMC SERVICES OF IP BASED RADIO GATEWAY CONSISTING OF 02XCOMMAND & CONTROL UNIT(CCU) AND 02XRADIO GATEWAY UNIT (RGU) FOR 01 YEAR</p> <p>Services are required at the below mentioned locations:-</p> <p>i) Radio Room, HQ NSG Palam, New Delhi ii) Radio Room, NSG, Manesar (Haryana) iii) Comn Dett, 27 SCG, Chennai iv) Comn Dett, 26 SCG, Mumbai</p>	02 ITEMS OF VARIOUS MAKE

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SERVICE LEVEL AGREEMENT (SLA)
(TERMS & CONDITIONS FOR CAMC)

TERMS & CONDITIONS FOR AMC IN RESPECT OF 02 NOS IP BASED RADIO
GATEWAY OF NSG

This contract is entered on-----day----- month----- year between President of India acting through DIG (Comn), NSG, Mehram Nagar, New Delhi who has been authorized by Govt. of India by Notification dated 9th Dec 1988 and GSR dated 1st Feb 1996 within terms of Clause 1 of Article 299 of Constitution of India (herein after called "NSG" which expression, unless repugnant to or excluded by context, shall include its successor-in office and assigns) of the one part.

AND

Mr.....(designation) of M/s.....having its registered office at....., hereinafter called "Contractor", which expression unless repugnant to or excluded by context, shall include its legal representative, successors and assigns of the other part.

Whereas the NSG is in need of a Contractor who can undertake the work of "Repair and Maintenance of IP Based Radio Gateway at NSG HQ, Mehram Nagar, New Delhi, NSG Manesar & Chennai, Mumbai after following the procurement procedure as given in GFR, NSG proceeds to enter into an AMC (Annual Maintenance Contract) with the above said contractor and both parties agrees to undertake the said work upon following terms and conditions.

SPECIFIC CONDITIONS OF THE CONTRACT

PERIOD OF CONTRACT

1. This contract agreement will remain valid from _____ to _____.

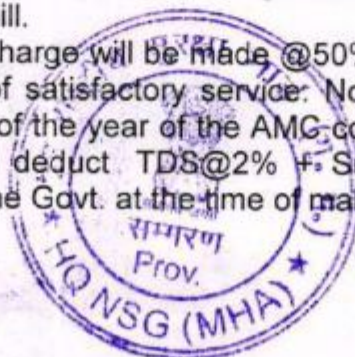
VALUE OF CONTRACT AND PAYMENT TERMS


2. The NSG agree to pay Rs _____ per annum plus service tax at the applicable rates (present rate 18%) after the successful completion of AMC as per the terms and conditions mentioned within contract on half yearly basis. Installment amount of Rs _____ is to be paid after completion of 1st & 2nd half after obtaining satisfactory services from the contractor for that period.

3. That in case of termination of this agreement on any account, Contractor will forward the bill for period for which contractor carried out the maintenance successfully, as per agreed norms mentioned within agreement and NSG will arrange the payment as per the agreed norms within 45 days after receipt of AMC bill.

4. The payment of AMC charge will be made @50% half yearly basis after completion of six month, subject to rendering of satisfactory service. No advance payment will be made in any case. After completion of half of the year of the AMC contractor will forward the bill for arranging AMC payment and NSG will deduct TDS@2% + Surcharge as IT @ 5% or whatever the instructions in the regards of the Govt. at the time of making payment.

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SERVICE AND MAINTENANCE

5. The maintenance contract shall make available to NSG and install such point releases, updates, upgrades, Service Packs (minor patch releases resolving critical bugs) and/or enhancements to the Software which the contractor makes generally available to its Maintenance Customers at no additional charge when available. As Contractor makes available software releases, Contractor reserves the right, at its sole discretion, to discontinue or modify the terms and conditions of support for noncurrent releases and versions.
6. NSG shall permit contractor to have complete access to the system and provide necessary assistance to enable contractor to meet its obligations under this contract.
7. Failure to provide a suitable resolution, within reasonable time of 2 days from the date of lodging of complaint by the NSG with Contractor and failure to attend and rectify the fault in IP Radio Gateway installed at HQ NSG Palam, NSG Manesar, Chennai and Mumbai with the period of 48hrs from the time of notice of the default to the contractor over phone or E-mail will invite penal recovery of 02% of AMC charges on each occasion will be deducted while making AMC payment.
8. The Contractor will maintain a book or record in which the entry of having given any service, the date and time thereof will be made and same will get countersigned by the OIC, CCC at HQ NSG Mehramnagar, New Delhi or officer appointed by him on his behalf.
9. The essence of this contract is to ensure the satisfactory working condition of IP Radio Gateway round the clock. In order to ensure the same, it is the responsibility of Contractor to carry out all types of maintenance and fixes etc., during the continuance of this agreement.
10. The part(s) unserviceable removed from the system in this condition shall immediately remain property of the NSG and the replaced part(s) fitted back in the equipment shall immediately become the property of NSG. The Contractor will ensure the supply and fitting of only genuine, new and unused part(s) as replacement. No substandard parts etc, will be accepted and it is the sole responsibility of the contractor to ensure the same.
11. The maintenance service will normally be offered on all working days. In case of emergency, Contractor will render the service even on public holidays and Sundays.
12. The standard of work shall always be to the utmost satisfaction of the authorized representative of the NSG, whose decision in this regard shall be final and binding on the Contractor. In the event of repeated failures to repair the system under this Contractor, NSG may get the work done at the cost of the firm.
13. Any liability arising out due to any default or negligence in providing or performance of the maintenance services shall be borne exclusively by the Contractor who shall along be responsible for the defect in rendering such services.
14. The personnel employed by the contractor shall be issued security passes, the responsibility of returning the same rest with the contractor.
15. SC, CCC and his representative are authorized to lodge complaint for repair and maintenance of this equipment. Office telephone numbers of NSG are 011-25663188, 011-25663170, 0124-2864775 and 0124-2864770.
16. It is the responsibility of the Contractor to send only qualified technical representative for maintenance of IP Radio Gateway.
17. That NSG shall have liens and also reserve the right to retain and set off against any sums which may from time to time be due to and payable to the Contractor hereunder, any claim which the NSG may have against the contractor under this or any other agreement.

EXCLUDED SERVICES

18. Services resulting from misuse or modification of the Software by NSG, failure or interruption of any electrical power, or any accident or other cause external to the Software, including, but not limited to problems or malfunctions related to NSG's network, database, third party software products, and/or computer configurations or NSG's hardware.

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In the event that Contractor's Professional Services are required, NSG will be billed for such Services at Contractor's standard rates then in effect.

INDEMNIFICATION OF DAMAGES/LOSS

19. The contractor assumes responsibility for and shall indemnify and keep NSG harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the contractor's obligation under these general conditions or for which the contractor has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the contractor in connection with the performance of any system covered by the purchase contract. The contractor shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect NSG during the tenure of contract. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the contractor shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon. In the event of any third party raising claim or bringing action against NSG including but not limited to action for injunction in connection with any rights affecting the machine supplied by the contractor covered under the purchase contract or the use thereof, the contractor agrees and undertakes to defend and / or to assist NSG in defending at the contractor's cost against such third party's claim and / or actions and against any law suits of any kind initiated against NSG.

LABOUR LAWS

20 The Contractor shall comply with the provisions of the Contractor Labour (regulation and Abolition) Act 1970, the Contractor labour (regulation and Abolition) Central Rules 1971 and minimum wages Act as modified from time to time wherever applicable and shall also indemnify the NSG from the against any claims under the aforesaid Act and the rules.

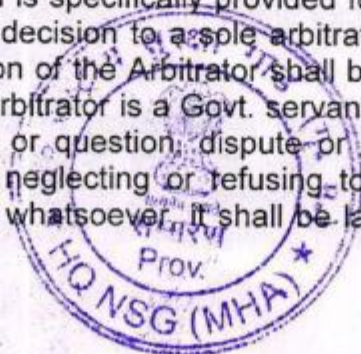
MALPRACTICES

21. That in the event of any bribes, commission, gifts or advantage being given, promised or offered by or on behalf of the contractor or any of them for their agent or servant or anyone else on their behalf to any officer, servant or representative of NSG or any member of family of any officer, servant or representative of NSG in relation to the obtaining or execution of this or any other agreement with the NSG, then the NSG shall without prejudice to their other rights and remedies be entitled not withstanding any criminal liability which the contractor may incur, cancel this agreement and any other agreement entered into by the contractor with the NSG and to recover from the contractor any loss or damages resulting from any such cancellation, Any question or dispute as to the commission of any offence under this clause shall be decided by IG (HQ) of NSG in such manner as he shall thing fit and sufficient and his decision shall be final and conclusive.

ARBITRATION

22. That in the event of any question, dispute or differences whatsoever at any time arising under the conditions of Agreement or any other manner under this agreement or in way relating thereto or the true meaning or interpretation of any of the provisions thereto (except as to any matters for which the decision is specifically provided for in the condition of the Agreement), the same shall be referred to for decision to a sole arbitrator who shall be the nominee or Director General NSG, and the decision of the Arbitrator shall be final and binding on the both parties. It will not be objection that the arbitrator is a Govt. servant and that he had to deal with the matters to which the contract relates or question, dispute or difference, In the event of the arbitrator appointed by the DG, NSG, neglecting or refusing to act or resigning or being incapable or unable to act for any reason, whatsoever, it shall be lawful for the DG NSG to appoint another

Signature of the bidder



Signature of GC (Prov), NSG
For and on behalf of President of India

Arbitrator in place of the outgoing Arbitrator in the manner aforesaid. Arbitrator and settlement of dispute shall be governed as per relevant rules GOI.

STAMP FEE

23. That the Contractor shall pay all expenses incidental to the preparation and stamping of this agreement.

FORCE MAJEURE

24. That Contractor will not be liable to meet its obligations under the maintenance contract in the event of any force majeure such as acts of God, fire, storm, earthquake, explosion, strikes, lockouts, industrial disputes, civil commotion and riots.

CUSTODY OF AGREEMENT

25. That the original copy of this agreement shall be kept at the office DIG (Comn) NSG, Mehram Nagar and true copy of the same shall be retained in the office of GC ESG.

TERMINATION

26. Notwithstanding anything hereinabove contained, the NSG will be entitled to cancel this agreement and terminate service of contractor for NSG by giving him 15 days' notice in advance without assigning any reason. The contractor will have no compensation/claim of any kind against NSG for cancellation/ termination of the agreement.

NON DISCLOSURE OF INFORMATION OF NSG

27. That the contractor or his employee will not divulge or disclose or discuss anything related to the modalities of training, operation etc. of NSG, not only during the period of contract but even after this contract ceases.

OTHER TERMS AND CONDITIONS

28. The injury, accident to the person employed by the contractor shall be his sole responsibility and in no circumstances NSG will be liable to pay and compensation for any loss and no claim will be entertained.

29. That the contractor shall be responsible for the conduct and behavior of its employees. If any employee of the contractor is found misbehaving with the supervising staff or any other staff members, NSG personnel the contractor shall terminate the services of such employee at his own and responsibility. The contractor shall issue necessary/ instructions to its employees to act upon the instructions given by the supervisory staff.

30. The firm is also required to comply by the laws relevant to the employment, Company law and compensation etc. and NSG will be accordingly indemnified by the firm to that extent.

31. That Police verification of the responsibility of the contractor. The same shall be renewed periodically.

32. That under no conditions the contractors shall appoint any sub-ancillary firm for this purpose.

The parties confirm their agreement to these terms either by referencing them in the relevant order or by executing below:

Signature of Contractor

For and on behalf of President of India DIG (Comn)

Address:-

By:-

By:-

Title:-

Title.....

Date :-

Date

Signature of Witnesses with address

1.

2.

Signature of the bidder



Signature of GC (Prov), NSG
For and on behalf of President of India

OFFER LETTER
(On letter head of bidder)

To
The Group Commander (Provisioning)
HQ NSG, Mehram Nagar, Palam,
New Delhi-110037

Dear Sir,

Dated: ___/___/2024

I/We hereby offer to supply the stores detailed in the schedule hereto or such portion thereof as you may specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till offer validity. I/We shall be bound by a communication of acceptance within the prescribed time.

2. I/We have understood the conditions and instructions of contract which will govern by rules/policies/guidelines contained in the **GFRs 2017, Manual for Procurement of Goods 2022, MoF, all related orders issued by MHA, CVC and various** departments of Government of India which has been issued before issuance of this Tender. I/We have also understood that **any special conditions attached to this invitation to tender will also form part of the conditions of contract and will supersede any general condition.**

3. The following pages have been added to and form part of this tender.

- a) _____
- b) _____
- c) _____
- d) _____

Yours faithfully,

SIGNATURE OF ONE WITNESS
(Address of Witness)

SIGNATURE OF BIDDER
(Full name & designation in firm
Complete address and contact details
Including fax, email and phone/mobile number)

Signature of the bidder



Signature of GC (Prov), NSG
For and on behalf of President of India

DECLARATION CERTIFICATE*(On letter head of firm)*

1. It is certified that by signing this letter I/We have accepted all terms & conditions contained in this tender document from **Page No** to and all the corrigendum published in relation to this tender. It is read and understood that this tender is invited under the Rules contained in the GFRs 2017, Manual for Procurement of Goods 2022, MoF, all relevant orders issued by MHA, CVC and departments of Government of India. I/We have also agreed that any special conditions attached to this invitation to tender will also form part of the conditions of contract and will supersede any general condition.
2. It is certified that all information provided by me/us in this tender are true and correct to my/our best knowledge. I understand that in case any of the information found to be untrue later on than tender submitted by me/us will be treated as unresponsive bid and will be disqualified from participation.
3. I/We am/are responsible for the correctness of the information provided in this Bid documents and shall be responsible for legal course of action in case of any mischief, incorrect, misleading or false declaration found in this bid document filled by me/us. Further I/We understand that any misconduct would liable for suspension of business, debarment or blacklisting of firm/Individual from participating in NSG as well as in other department tenders.
4. **I/We hereby declared that I/we am/are as an individual or firm is/are never debarred or blacklisted or banned by any government or private organization in India or abroad from participation in tender or purchase in India or abroad.**
5. I/We hereby declared that if there is any reduction in the rate of taxes/GST/Duties on the tendered goods or services, then benefit of it will be passed on to purchaser by way of reduction in pricing before claiming of payment under section 171 of GST Act.
6. It is certified that In respect of indigenous items for which there is a controlled price fixed by law, the price quoted is not higher than the controlled price. If such price quoted is higher than the controlled price I/we will provide the reason thereof immediately to the purchaser.
7. It is certified that there are no government restrictions or limitation in the country of the seller or countries from which sub-components are being procured and/or for the export of complete or any part of tendered store. Also the exporting country has not restricted the import form India for such item. All necessary permissions/permit/license will be obtained by me/us before meeting any contractual obligations.
8. It is certified that the price quoted for the tendered item is not more than the price usually charged for the same store to any other purchaser to the best of my/our knowledge and belief.
9. I/we undertake to execute all contractual obligations like replacement or repair of non-performing tendered store full or in part and maintenance of tendered store during warranty period.
10. It is certified that I/We are not from such a country or, if from such a country, has been registered with the Competent Authority. It is also hereby certified that I/We fulfills all requirements in this regard and is eligible to be considered. **Where applicable, evidence of valid registration by the Competent Authority shall be attached**. I/we have understood the clause 39 of Chapter-III (Public Procurement Division OM No. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144(xi) in GFRs 2017) regarding restrictions of procurement of a country which shares a land border with India.

Signature of the bidder



SIGNATURE OF BIDDER,
 (Full name & designation in firm
 Complete address and contact details
 including fax, email and phone/mobile number)

Signature of GC (Prov), NSG
 For and on behalf of President of India

COMPLIANCE STATEMENT*(on letter head of bidder, Attach Extra Sheets if required)*

- a) **Name of Item** :
- b) **OEM of Item** :
- c) **Country of Origin** :
- d) **Make/Model/Lot No.** :
- e) Bidder to furnish compliance details on each Specification/parameter whether equipment offered is complying with Specification or otherwise as per proforma given below:-

Sr. No.	Technical Specification/ Qualitative Requirements (Bidder to write SL No. /Para No. of Specification here)	Complied (Write YES or NO)	If not complied, mention reason	Page no. of technical bid in the Tech. literature attached with bid
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

Signature of the bidder


 Signature of GC (Prov), NSG
 For and on behalf of President of India

APPENDIX-4**COMPLETE DETAILS OF MANUFACTURER/OEM, DISTRIBUTOR AND SYSTEM INTEGRATOR**

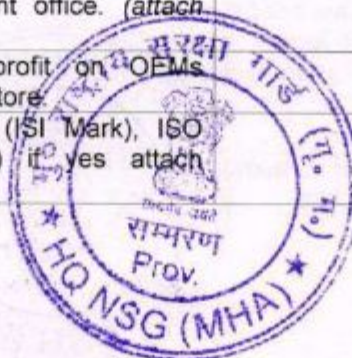
1.	a) Name of authorized Signatory of Bidder	
	b) Complete Address with Telephone, Fax, E-mail and Website Etc.	
2.	Capacity in which applying in this bid (Mention any one of the following:- <i>Indian manufacturer/ OEM, Foreign Manufacturer/ OEM, Distributor of Indian Manufacturer/OEM, Distributor of Foreign Manufacturer/OEM, Indian System Integrator or others)</i>	
3.	INDIAN MANUFACTURER/OEM	To be filled by all category of bidder, Distributor and System Integrator to fill the details of their Manufacturer/OEM.
	a) Name of Indian Manufacturer/OEM	
	b) Complete office Address with Telephone, Fax, E-mail and Website Etc.	
	c) Name & Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail)	
	d) Factory/Plant details of Indian Manufacturer/OEM (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.)	
	e) Clarify nature of firm whether Proprietary Firm, Pvt Firm, Public firm, LLC, partnership firm etc. <i>(attach supporting documents)</i>	
	f) Industrial License/ Permit number along with details of issuing agency (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.) <i>(attach copy with bid)</i>	
	g) Furnish the details Income Tax assessment office address contact details like Income Tax clearance certificate/ PAN) <i>(attach copy with bid)</i>	
	h) Furnish the details of Industrial Tax registration i.e. GST/ Excise/VAT etc. with office address & contact details of assessment office. <i>(attach copy with bid)</i>	
	i) Furnish details of certificate of concerned Chamber of commerce for established manufacturer/ OEM for Tendered Item <i>(attach copy with bid)</i>	
	j) CRISIL Rating of firm, BIS (ISI Mark), ISO registration if any (Yes/No) if yes attach copies <i>(attach copy with bid)</i>	
	k) Whether manufacturing premises fully owned or leased/rented or other firm's facility is being used by manufacturer /OEM <i>(Give brief details and upload a valid legal evidence for the same)</i>	
	l) Covered area & Open area of manufacturing facility in Sq ft	
	m) Whether located at Govt authorized Industrial/commercial place (Yes/No)	

Signature of the bidder

Signature of GC (Prov), NSG
For and on behalf of President of India

	n) Details of Power connection load capacity and name Issued	
	o) Functional departments of Manufacturing unit (details thereof)	
	p) Details of Plant and Machinery functioning in each department	
	q) Make & model of main machine	
	r) Date of purchase & commissioning	
	s) Life of the Machine	
	t) Details of subsidiary if any	
	u) Details and stocks of raw material held	
	v) Normal & Maximum Production capacity of item with existing plant & machinery	
	w) Details of machinery for quality control products (such as laboratory etc.)	
	x) Maximum no of workers employed on any day during the 18 months preceding the date of application	
	y) Number of Skilled worker employed	
	z) Un-skilled worker employed	
	aa) Details of PF & ESI registration (if any)	
	bb) Whether tendered item is tested by any National/International accredited Lab. (attach copy with bid)	
	cc) Any criminal or civil court case against firm or owner or director/directors of the firm (Write Yes/No). If yes, then furnish complete details.	
4.	INDIAN DISTRIBUTOR OF INDIAN MANUFACTURER/OEM	Details to be furnish by Indian Distributor of Indian Manufacturer/OEM only
	a) Name of Indian distributor	
	b) Complete Address with Telephone, Fax, E-mail and Website Etc.	
	c) Name & Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail)	
	d) Factory/Plant details of Indian distributor (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.)	
	e) Clarify nature of firm whether Proprietary Firm, Pvt Firm, Public firm, LLC, partnership firm etc. (attach supporting documents)	
	f) Industrial License/ Permit number along with details of issuing agency (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.)(attach copy with bid)	
	g) Furnish Income Tax assessment office address contact details like Income Tax clearance certificate/ PAN) (attach copy with bid)	
	h) Furnish the details of Industrial Tax registration i.e. GST/ Excise/VAT etc. with office address & contact details of assessment office. (attach copy with bid)	
	i) Percentage of commission/profit on OEMs invoice charged for tendered store.	
	j) CRISIL Rating of firm, BIS (ISI Mark), ISO registration if any (Yes/No) if yes attach copies(attach copy with bid)	

Signature of the bidder

Signature of GC (Prov), NSG
For and on behalf of President of India

	k) Whether office premises fully owned or leased/rented or other firm's facility is being used by distributor (Give brief details and upload a valid legal evidence for the same)	
	l) Covered area & Open area of facility of distributor in Sq ft	
	m) Whether located at Govt authorized Industrial/commercial place (Yes/No)	
	n) Maximum no of workers employed on any day during the 18 months preceding the date of application	
	o) Number of Skilled worker employed in order to provide after sale support	
	p) Un-skilled worker employed in order to provide after sale support	
	q) Details of PF & ESI registration (if any)	
	r) Whether having facility to repair and testing of tendered? provide details	
	s) Any criminal or civil court case against firm or owner or director/directors of the firm (Write Yes/No). If yes, then furnish complete details.	
5.	DETAILS TO BE FURNISH BY INDIAN SYSTEM INTEGRATOR ONLY	Details to be furnish by Indian System Integrator only
	a) Name of Indian System Integrator	
	b) Complete Address with Telephone, Fax, E-mail and Website Etc.	
	c) Name & Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail)	
	d) Factory/Plant details of Indian System Integrator (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.)	
	e) Clarify nature of firm whether Proprietary Firm, Pvt firm, Public firm, LLC, partnership firm etc. (attach supporting documents)	
	f) Industrial License/ Permit number along with details of issuing agency (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.)(attach copy with bid)	
	g) Furnish Income Tax assessment office address contact details. (Attach Income Tax clearance certificate/ PAN)(attach copy with bid)	
	h) Furnish the details of Industrial Tax registration i.e. GST/ Excise/VAT etc. with office address & contact details of assessment office.(attach copy with bid)	
	i) CRISIL Rating of firm, BIS (ISI Mark), ISO registration if any (Yes/No) if yes attach copies	
	j) Whether firm premises fully owned or leased/rented or other firm's facility is being used by system integrator (Give brief details and upload a valid legal evidence for the same)	
	k) Covered area & Open area of firm facility in Sq ft	

Signature of the bidder

Signature of GC (Prov), NSG
For and on behalf of President of India

	l) Whether located at Govt authorized Industrial/commercial place (Yes/No)	
	m) Details of Power connection load capacity and name Issued	
	n) Functional departments of Integration unit (details thereof)	
	o) Details of Plant, tools and Machinery functioning in each department	
	p) Details of machinery for quality control products (such as laboratory etc.)	
	q) Details of materials, components, parts etc which are to be imported by the firm for tendered store	
	r) Value of Indigenous component in percentage (%) of the complete tendered store	
	s) Value of Import component in percentage (%) of the complete tendered store	
	t) Maximum no of workers employed on any day during the 18 months preceding the date of application	
	u) Number of Skilled/technical worker employed	
	v) Un-skilled worker employed	
	w) Details of PF & ESI registration (if any)	
	x) Whether firm facility is certified by any National/International accredited Lab. (Attach copies of certificates)(attach copy with bid)	
	y) Any criminal or civil court case against firm or owner or director/directors of the firm (Write Yes/No). If yes, then furnish complete details.	
6.	Whether Micro, Small or Startup Enterprises? (Yes/No) (Attach certificate with the bid)	
	a) Registration Number	
	b) Registration Authority	
	c) Registration Issue date	
	d) Registration validity date up to	
	e) Tendered store is covered (Yes/No)	

Declaration:

- I/we hereby certify that details provided above are true and correct to the best of my/our knowledge and belief. I understand that purchaser is authorized to verify above details by any possible mean available.
- I/we understand that if any information furnished above found to be false or incorrect buyer can take legal and administrative action as well as cancellation of bid or any contract awarded as a result of it.



Signature of the bidder

Signature of GC (Prov), NSG
For and on behalf of President of India

APPENDIX-5**FORM OF SERVICE CENTRE OR WORKSHOP FOR AFTER SALE SUPPORT***(Essentially to be filled by all Bidders)*

1.	Details of service center or workshop for after sale support	
	a) Name of service center	
	b) Name of Contact person	
	c) Complete Address with Telephone, Mobile, Fax, E-mail or website	
2.	Details of accreditation of Service Centre & Workshop, if any	
3.	Registration of service center or Lab/Workshop with MSME/NSIC or any other Govt. agency. Provide Registration number with validity (attach copy)	
4.	Details of available Infrastructure and Capability for maintenance and repair	
	a) Reserve stock of manufacturer recommended list of spares (MRLS)	
	b) Stock of Special Maintenance & Repair Tools (SMRT)	
	c) Qualified Technical personnel employed	
	d) Past performance of the Service Center Workshop	
5.	e) ISO or BIS certification available, if any.	
6.	a) After sales service center along with Lab/Workshop for periodical maintenance & repair in Delhi-NCR Region.	
	b) Detail of ownership of premises whether owned, rented or leased	
	c) Complete address with nearest Police Station	

Signature of the bidder

Signature of GC (Prov), NSG
For and on behalf of President of India

APPENDIX-6**PERFORMANCE STATEMENT
(ON LETTER HEAD OF BIDDER)**

Name of Bidder: _____

S. No.	Organization which placed Purchase order to bidder. Mention Order No. & Date	Item/Service name in detail	Qty	Value	Delivery Period	Warranty offered	Remarks
1							
2							
3							
4							
5							
6							

NOTE:

- Bidder to furnish details of contract awarded for same or similar kind of product/services during the period of last three years from date of floating of this tender.
- Bidder to attach copy of purchase order place by any agency in India.

Signature of the bidder

Signature of GC (Prov), NSG
For and on behalf of President of India

APPENDIX-7**PRE- CONTRACT INTEGRITY PACT****1. GENERAL**

- 1.1. Whereas the PRESIDENT OF INDIA, represented by NSG, hereinafter referred to as the Buyer and the first party, proposes to procure (Name of the Equipment), hereinafter referred to as Stores, and M/s _____, represented by, _____ (Designation which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Seller and the second party, is willing to offer/ has offered the stores.
- 1.2. Whereas the Bidder is a private company/public company/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Ministry of the Government of India performing its functions on behalf of the President of India.

2. OBJECTIVES

- 2.1. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ unprejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to:-
- 2.1.1. Enabling the Buyer to obtain the desired defence stores at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.1.2. Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

3. COMMITMENTS OF THE BUYER

- 3.1. The Buyer commits itself to the following:-
- 3.1.1. The Buyer undertake that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 3.1.2. The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- 3.1.3. All the officials of the Buyer will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 3.2. In case of any such proceeding misconduct on the part of such official (s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and as such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDER

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

Signature of the bidder

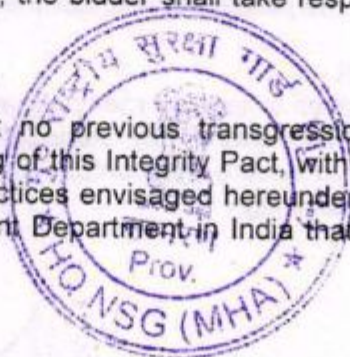
Signature of GC (Prov), NSG
For and on behalf of President of India

- 4.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 4.2. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person relation to the Contract or any other Contract with the Government.
- 4.3. The Bidder will not collude or enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.4. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.5. The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.6. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.7. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier to others and not to commit any offence under PC/IPC Act. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it will full and verifiable facts.
- 4.9. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 4.10. ~~Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.~~
- 4.11. Bidders will disclose the payments to be made by them to agents/brokers or any other intermediary.
- 4.12. The bidder shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.
- 4.13. In case of sub-contracting, the bidder shall take responsibility of the adoption of IP by the sub-contractor.

5. PREVIOUS TRANSGRESSION

- 5.1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

Signature of the bidder



Signature of DC (Prov), NSG
For and on behalf of President of India

5.2. If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. COMPANY CODE OF CONDUCT

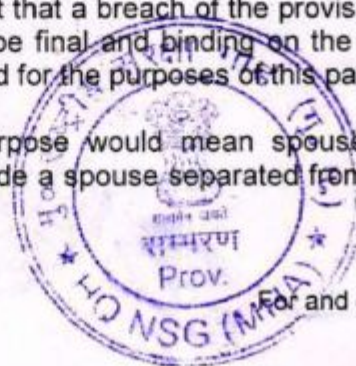
6.1. Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

7. SANCTIONS FOR VIOLATION

- 7.1. Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1888 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-
- 7.1.1. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other bidder(s) would continue.
- 7.1.2. The Earnest Money / Security Deposit / Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.
- 7.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- 7.1.4. To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 7.1.5. To encash the advance bank guarantee and performance bond/warranty bond if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
- 7.1.6. To cancel all or any other Contracts with Bidder.
- 7.1.7. To debar the Bidder from entering into any bid from the Government of India for minimum period of five years, which may be further extended at the discretion of the Buyer.
- 7.1.8. To recover all sums paid in violation of the Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- 7.1.9. If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.
- 7.1.10. The bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- 7.1.11. In case where irrevocable letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.
- 7.2. The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this pact.

Note: The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by

Signature of the bidder



Signature of GC (Prov), NSG
For and on behalf of President of India

a decree or order of the competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived or by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

8. EXAMINATION OF BOOKS OF ACCOUNTS

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

9. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. New Delhi.

10. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. VALIDITY

11.1. The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later.

11.2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The Parties hereby sign this Integrity Pact at _____ on _____

Bidder's Witness

1. _____

2. _____

Buyer's Witness

1. _____

2. _____



Signature of the bidder

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For and on behalf of President of India

ELECTRONIC CLEARING SERVICE FORM FOR PAYMENTS*(On letter head of bidder)***A. DETAILS OF ACCOUNT HOLDER/BENEFICIARY**

Name and complete address of account holder/beneficiary along with email, telephone, mobile, website and fax number.	
--	--

B. BANK ACCOUNT DETAILS IN WHICH PAYMENT IS TO BE MADE

Complete bank account number (RTGS enabled only)	
Type of bank account (SB/current/cash credit)	
Bank name	
Branch name with complete address, telephone number, E-mail, fax etc.	
IFSC code of branch	
MICR code of branch	
Date of opening of account	

C. DATE OF EFFECT –

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed, or not effected at all for reasons of Incomplete or Incorrect Information, I would not hold the buyer responsible. I have read the option Invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

Date:

(.....)
Signature of Customer

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp)

Date:

(.....)
Signature of the Authorized Official from the Bank

Note:-**Cancelled cheque must be attached.**

Signature of the bidder



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For and on behalf of President of India

APPENDIX-9

PROFORMA FOR BANK GUARANTEE FOR SUBMITTING EARNEST MONEY

(On bidder's banks letter head with adhesive stamp)

Ban Guarantee No. _____

Dated : ____ / ____ /2023

To

**The Pay & Accounts Officer,
National Security Guard,
Mehram Nagar, Palam,
New Delhi-110037(India)**

Dear Sir,

In accordance with your Invitation to Tender No. _____
M/S _____ hereinafter called the bidder with the following Directors
on their Board of Directors/partners of the firm:-

1.	2.
3.	4.
5.	6.

Wish to participate in the said Tender for the supply
of..... As a Bank Guarantee against Earnest Money for a
sum ofin words and figures) valid for 45 days beyond the final
bid/offer validity period of Tender viz is submitted hereby as a condition for the
participation, this bank hereby guarantees and undertakes during the above said period of 45 days
beyond the final bid validity period to immediately pay, on demand by PAO, NSG (MHA) in writing the
amount of(words and figures) without any reservation and recourse,
if :-

- i) The bidder after submitting his Tender modifies the rates or any of the terms and conditions thereof, except with the previous written consent of the purchaser.
- ii) The bidder withdraws the said Tender within offer validity as mentioned in this tender.
- iii) The bidder having not withdrawn the Tender, fails to furnish the contract security deposit imposed for due performance of the contract within the period provided in the General conditions of contract.
- iv) The bidder has failed to present and place their equipment for during technical evaluation of bid & samples before the board of officer as per condition of this tender.

The Guarantee shall be irrevocable and shall remain valid up to....., if further extension to this guarantee is required; the same shall be extended to such required period on receiving instructions from M/S on whose behalf this Guarantee is issued.

Date: _____
Place: _____

Witness

Signature of the bidder



Signature
Printed name: _____

(Designation)
(Bank's Common Seal)

Signature of GC (Prov), NSG
For and on behalf of President of India

APPENDIX – 9 (a)**(PROFORMA FOR BID SECURITY DECLARATION FOR THE FIRMS EXEMPTED FOR EMD)****(ON LETTER HEAD OF BIDDER)**

To
The Director General,
National Security Guard,
Mehram Nagar, Palam,
New Delhi-110037(India)

Dear Sir,

In accordance with your Invitation to Tender No. _____
M/S _____ hereinafter called the bidder with the following Directors on their
Board of Directors/partners of the firm: -

1.	2.
3.	4.
5.	6.

I/We accept that in any of the conditions mentioned below during the period of validity, we agree to be suspended for the period of 24 Months from the date of communication from participating in any bid/procurement of NSG. This undertaking is valid for a period of 45 days beyond the final bid validity period for effecting the clause without any reservation and recourse, if: -

- i. After submitting the Tender, it is modified w.r.t rates or any of the terms and conditions thereof, except with the previous written consent of the purchaser.
- ii. Withdraws the said Tender within offer validity as mentioned in this tender.
- iii. Having not withdrawn the Tender, fails to furnish the contract security deposit imposed for due performance of the contract within the period provided in the General conditions of contract.
- iv. Fails to present and place their equipment for during technical evaluation of bid & samples before the board of officer as per condition of this tender.

The undertaking shall remain valid up to 45 days beyond bid validity from M/s
..... on whose behalf this declaration is issued.

Yours faithfully,

SIGNATURE OF ONE WITNESS
Witness)

SIGNATURE OF BIDDER, (*Address of
Full name & designation in firm
Complete address and contact details
Including fax, email and phone/mobile number*)

Signature of the bidder



Signature of GC (Prov), NSG
For and on behalf of President of India

APPENDIX-10

FORM FOR SECURITY CLEARANCE OF FOREIGN EXECUTIVE
(On letter head of bidder)

SL No	ITEM	DETAILS
1.	Name	
2.	Father's Name in full	
3.	Nationality	
4.	Date of Birth	
5.	Place of Birth	
6.	Nationality	
7.	Complete residential address, with mobile, telephone, fax, email or website etc.	
8.	Passport Number	
9.	Issued by	
10.	Valid till	
11.	Indian Visa Number	
12.	Visa Validity	
13.	Name of the Firm	
14.	Designation	
15.	Complete Address of stay in India along with , with mobile, telephone, fax, email or website etc.	
16.	Name of the firm/organization representing with complete address , with mobile, telephone, fax, email or website etc.	
17.	Meeting requested within NSG	
18.	Place of meeting	
19.	Date & time of meeting	
20.	Lap Top/Tab Serial No. (If you plan to take with you for meeting)	

Note: Security Clearance of Foreign Representative is a time taking process therefore bidder must ensure to uploaded complete details including visa and passport details. Bidder can give nomination for **more than one foreign rep** for NCNC demo, trial & training.

Signature of the bidder


 Signature of GC (Prov), NSG
 For and on behalf of President of India

APPENDIX-11*(On letter head of bidder)***SELF DECLARATION FOR MINIMUM LOCAL CONTENT****(Under Public Procurement (Preference to Make in India) Order, 2017)**

Local content declaration by chief financial officer or other legally responsible person nominated in writing by the chief executive or senior member/person with management responsibility (close corporation, partnership or individual)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

I/We _____ S/o, _____ D/o, _____ W/o, _____ Resident of _____ hereby solemnly affirm and declare, in my capacity as _____ of _____ (Name of bidder entity) the following:

1. That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (*hereinafter PPP-MII order*) of Government of India issued vide Notification No:P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated 28/05/2018, 29/05/2019, 04/06/2020 and 16.09.2020 and any subsequent modifications/Amendments, if any and
2. That the information furnished hereinafter is correct to the best of my knowledge and belief and I/We undertake to produce relevant records before the procuring entity i.e. NSG or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me/us for (*Enter the name of the Equipment/Item for Project*).
3. That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein. That the goods/services/works supplied by me for (*Enter the name of the Equipment/Item for Project*) meets the 'Minimum Local Content 'as defined in the PPPMII order.
4. That the value addition for the purpose of meeting the 'Minimum Local Content 'has been made by me at
.....
..... (*Enter the details of the location(s) at which value addition is made*).
5. That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Minimum Local Content criteria, based on the assessment of procuring agency i.e. NSG/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents.
6. I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

Signature of the bidder

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For and on behalf of President of India

7. The details of local content are furnished below:

S No	Description	Details to be provided by bidder
i.	Goods/services/works for which the certificate is produced.	
ii.	Procuring entity to whom the certificate is furnished.	
iii.	Percentage of local content claimed and whether it meets the Minimum Local Content prescribed.	
iv.	Name and contact details of the unit of the Local Supplier (s)	
v.	List of input which are domestically sourced from other local suppliers for manufacturing of the tendered store	
vi.	List of inputs which are imported, directly or indirectly for manufacturing of the tendered store	
vii.	List of Inputs which are added by the bidder at his own location i.e. contribution of bidder in manufacturing of tendered store	
viii.	Percentage of Local Content Excluding taxes	
ix.	Percentage of imported or foreign Content including taxes	
x.	Percentage of tax	

SIGNATURE OF ONE WITNESS
(Address of Witness)

SIGNATURE OF BIDDER,
(Full name & designation in firm
Complete address and contact details
Including fax, email and phone/mobile number)

Signature of the bidder



Signature of GC (Prov), NSG
For and on behalf of President of India

APPENDIX-12**CHECK LIST FOR BIDDERS**

Before uploading of tender documents, Bidders should check they have complied with the following requirements: -

S/N	REQUIREMENTS TO BE CHECKED BEFORE SUBMISSION OF THE TENDER	(YES/NO)
1.	Appendix from 1 to 12 has been duly filled up, signed, stamped by the bidder before uploading of bid on portal. The signature and details of witnesses where applicable has been provided on the bid document.	
2.	Valid Earnest Money Deposit (EMD) payment instrument in prescribe format has been enclosed.	
3.	If EMD exemption is claimed for micro/small/startup enterprises than copies of valid certificate issued by NSIC/DIC/KVIC/MSME/Udhyog Aadhar/Startup India from DIPP has been uploaded	
4.	Proposal has been submitted in two bid system – Technical Bid & separate Financial Bid as per tender documents.	
5.	Appendix 1 Offer letter by bidder duly filled and prepared on bidder's letter head.	
6.	Appendix 2 Undertaking by bidder on its letter head.	
7.	Appendix 3 Compliance statement on bidder's letter head: Compliance status on each parameter of tender specification published shall be filled for the equipment offered by the bidder. Non-compliance to the any parameter of published specification will be a disqualification.	
8.	Appendix 4 Complete details of Manufacturer/OEM, Distributor and System Integrator as applicable to the bidder need to be filled in the appendix. Distributor and System Integrator shall fill details of its OEM/Manufacturer. Leaving blank any column will be reason for rejection of bid.	
9.	Appendix 5 Form of Service Centre or Workshop for after sale support services.	
10.	Appendix 6 Past Performance Statement on bidder's letter head: Past performance only submitted in attached format will be accepted, past performance in any other format or attachment of copies of past supply order will not be accepted. No other documents need to be attached at this stage. In case bidder doesn't possess any past performance bidder must explain the reason in the same format.	
11.	Appendix 7 Integrity Pact: Integrity Pact completed and signed by bidder and two witnessed of bidder shall be uploaded along with bid. Bids without submission or incomplete or without witnesses signature on pre-Integrity pact shall be rejected.	
12.	Appendix 8 ECS Performa for e-payment: ECS mandate form duly completed in all aspect should be submitted by the bidder.	
13.	Appendix 9 Bank Guarantee Format for furnishing Earnest Money (EMD).	
14.	Appendix 9 (a) Bid Security Declaration for the firm exempted for EMD.	
15.	Appendix 10 Form for Security Clearance of foreign executive, if any to be filled and submitted by the bidder along with the technical bid.	
16.	Appendix 11 Declaration for Local Content.	
17.	List of price frozen manufacturer recommended list of spares . This will not form the part of price evaluation for deciding L1.	
18.	Letter quoting AMC and CAMC rates in percentage to the basic price of tendered store post warranty. This will not form the part of price evaluation for deciding L1.	
19.	Letter of authorization: Bidder participating in capacity of distributor or Indian system integrator shall upload the authorization certificate of foreign/Indian OEM/Manufacturer, failing which bid will be liable for rejection. (Para 3 of Chapter-V)	
20.	Detailed MoU between foreign OEM/Manufacturer and distributor/system integrator if applying in distributor or System Integrator capacity. (Para 3 of Chapter-V)	
21.	BIS/ISO or equivalent certificate of OEM/Manufacturer.	
22.	Incorporation Certificate or industrial License of bidder firm.	
23.	Valid Manufacturing license issued by DPIIT for manufacturing of defence equipment mentioned in Annexure I vide Press Note no. 1 (2019 Series) no 7(3)/2009-IP.Vol.IV, dated Jan-01, 2019 issued by Ministry of Commerce and Industry, Department of Industrial Policy and Promotion(DIPP)	
24.	Copy of GST and PAN registration of firm.	
25.	Last two year balance sheet or Income tax return of bidder firm.	
26.	The technical literature of the tendered store offered by the bidder with respect to specification published in the tender.	
27.	Price bid in BoQ format has been uploaded	
28.	Compliance to Para 29 of chapter-III general conditions of contract has been submitted by bidder.	
29.	Any other relevant information. The technical/bid is in clear legible format with maintaining above mentioned sequence of documents be uploaded on CPP portal for considering an offer as responsive bid.	

Signature of the bidder

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