



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5191524  
Dated/दिनांक : 29-07-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	20-08-2024 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	20-08-2024 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Home Affairs
Department Name/विभाग का नाम	Central Armed Police Forces
Organisation Name/संगठन का नाम	National Security Guard (nsg)
Office Name/कार्यालय का नाम	Directorate General
Total Quantity/कुल मात्रा	400
Item Category/मद केटेगरी	HOLOGRAPHIC SIGHT FOR MP-5 WITH MOUNT ALONG WITH ACCESSORIES
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	170 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	600 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

**Bid Details/बिड विवरण**

<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Past Performance/विगत प्रदर्शन</b>	20 %
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	7 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	Yes
<b>Inspection to be carried out by Buyers own empanelled agency</b>	Yes
<b>Type Of Inspection</b>	Post Dispatch
<b>Name of the Empanelled Inspection Agency/ Authority</b>	Board of Officers
<b>Auto CRAC Days</b>	60
<b>Quality Assurance Plan document</b>	<a href="#">1721641407.pdf</a>
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।</b>	Yes

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	758000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00

Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).

26

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

**Beneficiary/लाभार्थी :**

Pay and Account Officer

Room No.-120 ,Procurement Cell, Prov Branch, HQ NSG, Near Domestic Airport Terminal -1,Palam,New Delhi-110037

(Pao)

**Splitting/विभाजन**

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

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता

Yes

**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document

before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

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

6. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

7. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 20% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

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

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer .If so requested and accepted by the seller , initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date

and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

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

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

#### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
07-08-2024 12:00:00	Conference Hall, HQ NSG, Mehram Nagar, Near - Airport Terminal -1, Palam, New Delhi - 110037

#### HOLOGRAPHIC SIGHT FOR MP-5 WITH MOUNT ALONG WITH ACCESSORIES ( 400 pieces )

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

#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
--	--------------------------

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Inderjeet Shekhawat	122051,National Security Guards, Manesar	400	120

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

**1. Generic**

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

**2. Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

**3. Generic**

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

**4. Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

**5. Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

**6. Generic**

**End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

**7. Generic**

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly,

manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

8. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

9. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

10. **Generic**

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

11. **Generic**

Scope of supply includes Training: Number of employees to be trained

40  
, Place for Training  
Ord Sqn, Logistic Group, NSG MANESAR  
and Duration of training  
07  
days.

12. **Generic**

**Shelf Life:** The Product/Spare parts to be supplied as part of the services must have minimum

10  
Shelf Life. On the date of supply, minimum  
10  
usable shelf life should be available / balance.

13. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

14. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

## 15. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

## 16. **OEM**

**IMPORTED PRODUCTS:** In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

## 17. **Inspection**

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:  
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

not required

Post Receipt Inspection at consignee site before acceptance of stores:  
Board of officers

## 18. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

## 19. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

PAO, HQ NSG, NEW DELHI-110037

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

## 20. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

## 21. **Certificates**

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.



**22. Certificates**

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

all the certificates as asked in ATC and QRs/Specification

**23. Turnover**

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

**24. Turnover**

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

**25. Service & Support**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

**26. Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

**27. Warranty**

Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

**28. Warranty**

Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope

by the bidder and its OEM

(Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)

**29. Buyer Added Bid Specific ATC**

**BUYER ADDED ADDITIONAL TERMS & CONDITIONS**  
**FOR PROCUREMENT OF**  
**“HOLOGRAPHIC SIGHT FOR MP-5 WITH MOUNT ALONG WITH ACCESSORIES”,**  
**QTY- 400 NOS**

**1. EARNEST MONEY DEPOSIT (BID SECURITY):**

- 1.1** EMD/Bid Security in form of Insurance Surety Bond, 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.
- 1.2** Exemption from submission of EMD is applicable to the firms who possess a valid registration as **micro or small unit under MSME/NSIC subject to production/submission of valid registration certificates for the manufacturing of subject equipment/stores.**
- 1.3** 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.**
- 1.4** **Firms exempted from submission of EMD, are required to submit Bid Security Declaration as per Appendix-10 attached with his tender documents.**
- 1.5** 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.
- 1.6** No interest shall be payable by the purchaser on the Earnest Money deposited by the bidder.
- 1.7** The Earnest Money deposited is liable to be forfeited if the bidder with draws or amends impairs or derogates from the tender in any respect within the period of validity of his tender.
- 1.8** **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.**
- 1.9** The Earnest Money of the successful bidder shall be returned after the security deposit/Performance Security is furnished as per AT/Purchase or

der. **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.**

**1.10** Earnest Money of the unsuccessful bidder shall be returned after finalization of tender.

## **2. PERFORMANCE SECURITY:**

**2.1** All successful tenderers/Bidders against the Tender Enquiry/Bid irrespective of their registration status with MSME shall be required **to furnish Performance Security Bond valid till two months beyond the expiry of the Warranty/Guarantee period, within 14 days from date of issue of contract on GeM portal.**

**2.2** The successful **bidder will have to submit a Performance Guarantee equivalent to 5% of the Contract value** or as mentioned in the purchase order, valid till two months beyond the expiry of the Warranty/Guarantee period.

**2.3** Performance Security in the form of account Insurance Surety Bond, 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.

**2.4** The Performance Security will come into force from the date of acceptance of the stores/services after final inspection by the purchaser.

**2.5** 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.

**2.6** 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.

## **3. WARRANTY:**

- 3.1 Minimum warranty period of tendered stores will be two (02) years from acceptance of store/equipment** and this will be superseded by the warranty specified in the QRs & TDs/Technical specifications published if any.
- 3.2** Warranty will be comprehensive and will start from the date of final acceptance of store.
- 3.3** 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.
- 3.4** 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 at free of cost.
- 3.5** 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.
- 3.6** 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.
- 3.7** 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 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.

- 4. Delivery Period: 120 days from the date of issue of contract.**
- 5. Training : Vendor/Firm should provide 03 days operational/functional training free of cost to the NSG personnel at consignee location.**
- 6. AMC, CAMC and SPARES PARTS: (Yes, rates are to be explored for 05 Years)**

**6.1 Firm shall submit the rates of AMC and CAMC in the percentage of basic price plus applicable taxes in the PDF form along with the financial bids.**

**6.2** The firm 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 05 years after the warranty period.

**7. SUBMISSION OF THE PROPOSAL IN TWO BID SYSTEM:**

-

A bidder is required to submit the offer in **Two Bid** only, the details is as under :

-

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

**7.1.1 Appendix-1: Offer letter** by bidder duly filled and prepared on bidder's letter head.

**7.1.2 Appendix-2: Undertaking (Declaration Certificate)** by bidder on its letter head.

**7.1.3 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. Firm must also fill the **Name of Item, OEM of Item, Country of Origin, Make/Model/Lot No.**

**7.1.4 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.

**7.1.5 Appendix-5: Form of Service Centre or Workshop** for after sale support services.

**7.1.6 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.

**7.1.7 Appendix-7: Integrity Pact: Pre- Contract Integrity Pact** completed and signed by bidder and two witnesses of bidder shall be uploaded along with bid. Bids without submission or incomplete or without witnesses' signature on Pre-Integrity Pact shall be rejected.

**7.1.8 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.

**7.1.9 Appendix-9: Proforma Bank Guarantee for furnishing Earnest Money (EMD).**

**7.1.10 Appendix-10: Proforma for Bid Security Declaration against EMD.**

**7.1.11 Appendix-11: Declaration for Minimum Local Content.**

**7.1.12 Appendix-12:** Bidders to check list of the documents required to be attached with the technical bid.

**7.1.13** Document in support of **EMD Exemption.** (If Applicable).

**7.1.14** List of **price frozen Manufacturer Recommended List of Spares.** This will not form the part of price evaluation while deciding L1.

**7.1.15** 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 while deciding L1.

**7.1.16 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. This certificate should bear validity period.

**7.1.17 Detailed MoU** between foreign OEM/Manufacturer and distributor or/system integrator if applying in distributor or System Integrator capacity.

**7.1.18 BIS/ISO** or equivalent **certificate of OEM/Manufacturer.**

**7.1.19 Incorporation Certificate/Registration certificate of bidder firm.**

- 7.1.20 Industrial License** of the firm for manufacturing of the store if applying in Manufacturer capacity.
- 7.1.21 ~~Valid Manufacturing license issued by DPIIT for manufacturing of defense 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).**
- 7.1.22** Copy of valid MSME-Udyam registration/National Small Industry Corporation (NSIC) Certificate/Start-up certificate issued by DPIIT.
- 7.1.23** Experience of Firm/OEM for supply of same/similar category product for assessment of firm's capacity/capability.
- 7.1.24 Malicious Code Certificate** should be submitted.
- 7.1.25** Copy of **GST registration** of firm.
- 7.1.26** Copy of **PAN of bidder** firm.
- 7.1.27 Last Three (03) years balance sheet** (Annual Turn Over certificate duly issued by Chartered Accountant) or Last Three (03) years Income tax return **of bidder firm.**
- 7.1.28 Last Three (03) years balance sheet** or **Last Three (03) years Income tax return of OEM** in case of bidder participating in the capacity of System Integrator/Distributor of Manufacturer/OEM
- 7.1.29 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.
- 7.1.30** Any other relevant information.
- 7.1.31** The technical bid in clear legible format with maintaining above mentioned sequence of documents be uploaded on **GeM portal** if or considering an offer as responsive bid.

**7.1.32** Quoting price of tender in technical bid will be a disqualification considering it an unresponsive bid.

**7.1.33** Bidder shall strict to the format of the tender published and shall not upload unnecessary or non-relevant documents in the bid.

## **8. TECHNICAL EVALUATION CUM TRIAL:**

**8.1** 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.**

**8.2** Bidders must read the tender conditions carefully specially specifications or QRs/TDs published with the tender before appearing for technical evaluation.

**8.3** A Technical Evaluation Committee (TEC) will be constituted by purchaser for technical evaluation of technical bids and **02 No sample** will be submitted by the bidders.

**8.4** Samples submitted by the bidders for technical evaluation will remain deposited till opening of financial bids. Once the financial bids are opened, samples of the firm except L-1 firm will be returned. Samples of the L-1 firm will remain deposited till the final inspection of the stores/eqpt. Samples will be returned only after completion of final inspection/JRI by Line Committee.

**8.5** 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.

**8.6** The purchaser reserves the right to decide upon the methodology or method of Technical Evaluation cum physical trial.

**8.7** Technical evaluation will be conducted at Delhi NCR 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.

**8.8** 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.



**8.9** 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.

**8.10** The bidder will have to obtain necessary import permission/permit/NO C 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.

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

**8.12** 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 or all government purchases in future.**

## **9. FINAL INSPECTION OR ACCEPTANCE OR JRI OR LCR AT CONSIGNEE LOCATION:**

**9.1** Inspection Authority is Director General, NSG HQ, Mehram Nagar, Palam, and New Delhi-110037.

**9.2** Inspection officer is an officer or a board of officers constituted by DG NSG for the purpose.

**9.3** 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.

**9.4** 100% of the equipment/store would be put through inspection during JRI before final inspection.

**9.5** 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/stores are not found as per contractual terms and conditions/specification.

**9.6** 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.

**9.7** 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 purchaser'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.

## **10. TERMS OF DELIVERY & DISPATCH INSTRUCTIONS:**

**10.1** Free delivery to consignee location i.e. **Logistic Group (Ord Sqn), NSG, Manesar, Gurgaon, Haryana - 122 051.**

**10.2** Delivery period will start from the date of issue of AT(Supply Order)/Purchase order/GeM Contract for indigenous store.

**10.3** Only those bidders should apply to the bid who are agreed to delivery condition of this bid. Bids of firm's not agreeing to delivery condition will be termed as unresponsive bid and will be rejected summarily.

**10.4** Delivery period will include successful acceptance on completion of JRI/final inspection at consignee location by NSG.

**10.5** 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 contract actually accepted.

**10.6** **Store must be delivered in one lot i.e. complete and final quantity for conducting of final inspection and acceptance. No peace meal delivery will be accepted at any stage.**

## **11. RIGHT TO REJECTION**

11.1 Stores will be accepted after JRI/Final inspection. Delay and damages caused due to rejection will be borne by the Firm. rej

11.2 The decision of the Purchaser shall be final as to the quality of the stores and shall be binding upon the Firm. In case, any of the stores supplied does not conform to the specifications, the same shall be rejected at the risk and cost of the Firm and any losses occurring b

g to the purchaser thereto would be borne by the Firm.

- 11.3 The rejected stores must be removed by the Firm from the consignee's premises within 30 days from the date of the intimation about rejection beyond which the purchaser would be free to dispose off the rejected stores at the risk and cost of the Firm.
- 11.4 The in-charge stores concerned will take reasonable view of such materials but in no case shall be responsible for any loss, shortage, damage that may occur to it while it is in the premises of the consignee.

## **12. 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:

- 12.1** 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.
- 12.2** The seller is declared bankrupt or becomes insolvent.
- 12.3** In case Performance Security is not furnished within the time period specified in the AT Supply Order/Contract.
- 12.4** 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 contract will result in cancellation of contract along with forfeiture of security deposit/performance bond.
- 12.5** 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.
- 12.6** 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.
- 12.7** As such decision of the Arbitration Tribunal.
- 12.8** 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.

\*\*\*\*\*

-

**SPECIAL CONDITIONS**

**NIL**

-

-

**SCHEDULE OF REQUIREMENT**

-

-

S/NO.	DESCRIPTION OF STORE REQUIRED	QTY
-------	-------------------------------	-----

1.	<p>HOLOGRAPHIC SIGHT FOR MP-5 WITH MOUNT ALONG WITH FOLLOWING ACCESSORIES</p> <ul style="list-style-type: none"> <li>(a) Carry/storage case</li> <li>(b) Spare screw for mount</li> <li>(c) Rechargeable battery</li> <li>(d) Manual</li> <li>(e) Battery Charger</li> <li>(f) Cleaning cloth</li> <li>(g) Cleaning brush</li> </ul>	400 No
2.	<p><u>ACCESSORIES:-</u></p> <p>As per MoD approved GSQR of Holographic Sights for MP-5 with Mount dated 25/10/2016.</p>	

**QRs & TDs / TECHNICAL SPECIFICATIONS**

-

**APPENDIX-1**

**OFFER LETTER**

*(On letter head of bidder)*

-

To

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

Dear Sir,  
Date: \_\_\_/\_\_\_/2024

Date

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 (Addl terms & conditions) attached to this invitation to tender will also form part of the conditions of contract and will supersede any general condition.**

3. I/We have understood and accepted/agreed with all the following terms and conditions of bid also:-

(i)	Bid Offer validity (From End Date) as prescribed in the Bid/TE.	Certificates must be attached.
(ii)	Warranty of product/eqpt/store as prescribed in the Bid/TE.	
(iii)	Delivery Period as prescribed in the Bid/TE.	
(iv)	Minimum Shelf Life of product/eqpt/store	
(v)	Providing of training to NSG personnel on Free of Cost	
(vi)	Deposition of PBG within 14 days in case of award of contract/supply order	

(vii)	Acceptance of Option Clause regarding increase/decrease the quantity upto 25%	
-------	---	--

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

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_

Yours faithfully,

**Signature of One Witness**

(Name & Address of Witness)

*Signature in firm*

**SIGNATURE OF BIDDER**  
(Full name & designation)

*Complete address and contact details  
Including fax, email and phone/mobile number*

**APPENDIX-2**

**DECLARATION CERTIFICATE**

*(On letter head of firm)*

- 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 23<sup>rd</sup> 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 BIDDER**

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

**APPENDIX-3**

**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:-

<b>Sr. No.</b>	<b>Technical Specification/ Qualitative Requirements</b> <i>(Bidder to write SL No. / Para No. of Specification here)</i>	<b>Complied ( Write YES or NO)</b>	<b>If not complied, mention reason</b>	<b>Page no. of technical bid in the Tech. literature attached with bid</b>
1				
2				
3				
4				

5				
6				
7				
8				
9				
10				
11				
12				

**E OF BIDDER**

*esignation in firm*

**SIGNATUR**

*(Full name & d*

*Complete address and contact details  
Including fax, email and phone/mobile number)*

**APPENDIX-4**

<b>1.</b>	<b>a)</b> Name of authorized Signatory of Bid der	
	<b>b)</b> Complete Address with Telephone, Fax, E-mail and Website Etc.	

2.	<p><b>Capacity in which applying in this bid</b></p> <p><i>(Mention any one of the following Indian manufacturer/ OEM, Foreign Manufacturer/ OEM, Distributor of Indian Manufacturer/OEM, Distributor of Foreign Manufacturer/OEM, Indian System Integrator or others)</i></p>	
3.	<p><b>INDIAN MANUFACTURER/OEM</b></p>	<p><b>To be filled by all category of bidder, distributor and system integrator to file details of their manufacturer/OEM.</b></p>
	<p><b>a) Name of Indian Manufacturer/OEM</b></p>	
	<p><b>b) Complete office Address with Telephone, Fax, E-mail and Website Etc.</b></p>	
	<p><b>c) Name &amp; Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail)</b></p>	
	<p><b>d) Factory/Plant details of Indian Manufacturer/OEM (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.)</b></p>	
	<p><b>e) Clarify nature of firm whether Proprietary Firm, Pvt Firm, Public firm, LLC, partnership firm etc. <i>(attach supporting documents)</i></b></p>	
	<p><b>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></b></p>	
	<p><b>g) Furnish the details Income Tax assessment office address contact details like Income Tax clearance certificate/ PAN) <i>(attach copy with bid)</i></b></p>	
	<p><b>h) Furnish the details of Industrial Tax registration i.e. GST/ Excise/VAT etc. with office address &amp; contact details of assessment office. <i>(attach copy with bid)</i></b></p>	
	<p><b>i) Furnish details of certificate of concerned Chamber of commerce for established manufacturer/ OEM for Tended Item <i>(attach copy with bid)</i></b></p>	
	<p><b>j) CRISIL Rating of firm, BIS (ISI Mark), ISO registration if any (Yes/No) if yes attach copies <i>(attach copy with bid)</i></b></p>	

<b>k)</b> Whether manufacturing premises fully owned or leased/rented or other firm's facility is being used by manufacturer /OEM (Give brief details and upload a valid legal evidence for the same)	
<b>l)</b> Covered area & Open area of manufacturing facility in Sq ft	
<b>m)</b> Whether located at Govt authorized Industrial/commercial place (Yes/No)	

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

<b>n)</b> Details of Power connection load capacity and name Issued	
<b>o)</b> Functional departments of Manufacturing unit (details thereof)	
<b>p)</b> Details of Plant and Machinery functioning in each department	
<b>q)</b> Make & model of main machine	
<b>r)</b> Date of purchase & commissioning	
<b>s)</b> Life of the Machine	
<b>t)</b> Details of subsidiary if any	
<b>u)</b> Details and stocks of raw material held	
<b>v)</b> Normal & Maximum Production capacity of item with existing plant & machinery	
<b>w)</b> Details of machinery for quality control products (such as laboratory etc.)	
<b>x)</b> Maximum no of workers employed on any day during the 18 months preceding the date of application	
<b>y)</b> Number of Skilled worker employed	
<b>z)</b> Un-skilled worker employed	
<b>aa)</b> Details of PF & ESI registration (if any)	
<b>bb)</b> Whether tendered item is tested by any National/International accredited Lab. (attach copy with bid)	

	<p><b>cc)</b> Any criminal or civil court case against firm or owner or director/directors of the firm (<i>Write Yes/No</i>). If yes, then furnish complete details.</p>	
<b>4.</b>	<p><b>INDIAN DISTRIBUTOR OF INDIAN MANUFACTURER/OEM</b></p>	<p><b>Details to be furnish by Indian distributor of Indian manufacturer/OEM only</b></p>
	<p><b>a)</b> Name of Indian distributor</p>	
	<p><b>b)</b> Complete Address with Telephone, Fax, E-mail and Website Etc.</p>	
	<p><b>c)</b> Name &amp; Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail)</p>	
	<p><b>d)</b> Factory/Plant details of Indian distributor (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.)</p>	
	<p><b>e)</b> Clarify nature of firm whether Proprietary Firm, Pvt Firm, Public firm, LLC, partnership firm etc. (<i>attach supporting documents</i>)</p>	
	<p><b>f)</b> 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>)</p>	
	<p><b>g)</b> Furnish Income Tax assessment office address contact details like Income Tax clearance certificate/ PAN) (<i>attach copy with bid</i>)</p>	
	<p><b>h)</b> Furnish the details of Industrial Tax registration i.e. GST/ Excise/VAT etc. with office address &amp; contact details of assessment office. (<i>attach copy with bid</i>)</p>	
	<p><b>i)</b> Percentage of commission/profit on OEMs invoice charged for tendered store.</p>	
	<p><b>j)</b> CRISIL Rating of firm, BIS (ISI Mark), ISO registration if any (Yes/No) if yes attach copies(<i>attach copy with bid</i>)</p>	
	<p><b>k)</b> Whether office premises fully owned or leased/rented or other firm's facility is being used by distributor (<i>Give brief details and upload a valid legal evidence for the same</i>)</p>	
	<p><b>l)</b> Covered area &amp; Open area of facility of distributor in Sq ft</p>	

	<b>m)</b> Whether located at Govt authorized Industrial/commercial place (Yes/No)	
	<b>n)</b> Maximum no of workers employed on any day during the 18 months preceding the date of application	
	<b>o)</b> Number of Skilled worker employed in order to provide after sale support	
	<b>p)</b> Un-skilled worker employed in order to provide after sale support	
	<b>q)</b> Details of PF & ESI registration (if any)	
	<b>r)</b> Whether having facility to repair and testing of tendered? provide details	
	<b>s)</b> Any criminal or civil court case against firm or owner or director/directors of the firm ( <i>Write Yes/No</i> ). If yes, then furnish complete details.	
<b>5.</b>	<b>DETAILS TO BE FURNISH BY INDIAN SYSTEM INTEGRATOR ONLY</b>	<b>Details to be furnish by Indian system integrator only</b>
	<b>a)</b> Name of Indian System Integrator	
	<b>b)</b> Complete Address with Telephone, Fax, E-mail and Website Etc.	
	<b>c)</b> Name & Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail)	
	<b>d)</b> Factory/Plant details of Indian System Integrator (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.)	
	<b>e)</b> Clarify nature of firm whether Proprietary Firm, Pvt firm, Public firm, LLC, partnership firm etc. ( <i>attach supporting documents</i> )	
	<b>f)</b> 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> )	
	<b>g)</b> Furnish Income Tax assessment office address contact details. (Attach Income Tax clearance certificate/ PAN) ( <i>attach copy with bid</i> )	
	<b>h)</b> 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> )	

<b>i)</b>	CRISIL Rating of firm, BIS (ISI Mark), ISO registration if any (Yes/No) if yes attach copies
<b>j)</b>	Whether firm premises fully owned or leased/rented or other firm's facility is being used by system integrator ( <i>Give brief details and upload a valid legal evidence for the same</i> )
<b>k)</b>	Covered area & Open area of firm facility in Sq ft

<b>l)</b>	Whether located at Govt authorized Industrial/commercial place (Yes/No)
<b>m)</b>	Details of Power connection load capacity and name Issued
<b>n)</b>	Functional departments of Integration unit (details thereof)
<b>o)</b>	Details of Plant, tools and Machinery functioning in each department
<b>p)</b>	Details of machinery for quality control products (such as laboratory etc.)
<b>q)</b>	Details of materials, components, parts etc which are to be imported by the firm for tendered store
<b>r)</b>	Value of Indigenous component in percentage (%) of the complete tendered store
<b>s)</b>	Value of Import component in percentage (%) of the complete tendered store
<b>t)</b>	Maximum no of workers employed on any day during the 18 months preceding the date of application
<b>u)</b>	Number of Skilled/technical worker employed
<b>v)</b>	Un-skilled worker employed
<b>w)</b>	Details of PF & ESI registration (if any)
<b>x)</b>	Whether firm facility is certified by any National/International accredited Lab. ( <i>Attach copies of certificates</i> )( <i>attach copy with bid</i> )
<b>y)</b>	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.

<b>6.</b>	<b>Whether Micro, Small or Startup Enterprises? (Yes/No) (Attach certificate with the bid)</b>	
	a) Registration Number	
	b) Registration Authority	
	c) Registration Issue date	
	d) Registration validity date up to	
	e) Tendered store is covered (Yes/No)	

**Declaration:**

1. 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.
2. 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.

**F BIDDER**  
 & designation in firm

**SIGNATURE O**  
 (Full name

Complete address and contact details  
 Including fax, email and phone/mobile number)

**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-NC R Region.	
	b) Detail of ownership of premises whether owned, rented or leased	
	c) Complete address with nearest Police Station	

**SIGNATURE OF BIDDER**

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

**APPENDIX-6**

**PERFORMANCE STATEMENT**

*(On letter head of bidder)*

Name of Bidder: \_\_\_\_\_

<b>S. No.</b>	<b>Organization which placed Purchase order to bidder. Mention Order No. &amp; Date</b>	<b>Item/Service name in detail</b>	<b>Qty</b>	<b>Value</b>	<b>Delivery Period</b>	<b>Warranty offered</b>	<b>Remarks</b>
1							
2							
3							

4							
5							
6							

**Note:-**

- a) 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.**
- b) Bidder to attach copy of purchase order place by any agency in India.

**SIGNATURE OF BIDDER**

*(Full name & designation in firm*

*Complete address and contact details*

*Including fax, email and phone/mobile number)*

**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 E

quipment), 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, or organisation 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:-

- 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 in

formation is divulged.

- 4.8. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with 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.
- 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 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

s 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  
r's Witness**

**Buye**

1. \_\_\_\_\_  
1. \_\_\_\_\_

2. \_\_\_\_\_  
2. \_\_\_\_\_

**SIGNATURE OF BIDDER**

*(Full name & designation in firm*

*Complete address and contact details*

*Including Fax, Email And Phone/Mobile Number)*



**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:

.....)

of Customer

(.....)

Signature

**(CANCELLED CHEQUE MUST BE ATTACHED)**

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

(Bank's Stamp)

.....)

Date:  
Official from the Bank

(.....)

Signature of the Authorized

**SIGNATURE OF BIDDER**

*(Full name & designation in firm*

*Complete address and contact details*

*Including fax, email and phone/mobile number)*

**APPENDIX-9**

**PROFORMA FOR BANK GUARANTEE FOR SUBMITTING EARNEST MONEY**

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

Bank Guarantee No. \_\_\_\_\_  
\_\_\_\_/\_\_\_\_/2024

Dated :

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 of .....in 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: \_\_\_\_\_  
.....

Signature  
Printed name: .....

Place: \_\_\_\_\_

.....

.....

Witness

(Designation)

n Seal)

(Bank's Commo

**APPENDIX - 10**

Dated : \_\_\_/\_\_\_/2024

**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 (Two Years) 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**

*(Address of Witness)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNATURE OF BIDDER**

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

**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.

7. The details of local content are furnished below:

<b>S No</b>	<b>Description</b>	<b>Details to be provided by bidder</b>
-------------	--------------------	---

i.	Goods/services/works for which the certificate is produced.	
ii.	Procuring entity to whom the certificate is furnished.	
iii.	<b>Percentage of local content claimed and whether it meets the Minimum Local Content prescribed.</b>	
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*

**APPENDIX - 12**

**CHECK LIST FOR BIDDERS**

-

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

SNo	REQUIREMENTS TO BE CHECKED BEFORE SUBMISSION OF THE TENDER	(YES/NO)
1.	<b>Appendix from 1 to 12</b> 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.	<b>Valid Earnest Money Deposit (EMD)</b> payment instrument in prescribe format has been enclosed.	



3.	<b>If EMD exemption is claimed for Micro/Small/Startup enterprises than copies of valid certificate issued by NSIC/DIC/KVIC/MSME/Udhyog Aadhar/Start up India from DIPP has been uploaded</b>
4.	Proposal has been submitted in two bid system–Technical Bid & separate Financial Bid as per tender documents.
5.	<b>Appendix-1</b> Offer letter by bidder duly filled and prepared on bidder’s letter head.
6.	<b>Appendix-2</b> Declaration Certificate i.e. Undertaking by bidder on its letter head.
7.	<b>Appendix-3</b> 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.	<b>Appendix-4</b> 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.	<b>Appendix-5</b> Form of Service Centre or Workshop for after sale support services.
10.	<b>Appendix-6</b> 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.	<b>Appendix-7</b> Pre-Contract Integrity Pact completed and signed by bidder and two witnessed of bidder shall be uploaded along with bid. Bids without submission or incomplete or <b>without witnesses signature</b> on pre-Integrity pact shall be rejected.
12.	<b>Appendix-8</b> ECS Performa for e-payment: ECS mandate form duly completed in all aspect should be submitted by the bidder.
13.	<b>Appendix-9 Proforma for Bank Guarantee for furnishing Earnest Money (EMD).</b>
14.	<b>Appendix-10 Proforma for Bid Security Declaration for the firms exempted for EMD.</b>
15.	<b>Appendix-11</b> Declaration for <b>Minimum Local Content</b>
16.	<b>Appendix-12</b> Check list for Bidders
17.	List of <b>price frozen Manufacturer Recommended List of Spares</b> . This will not form the part of price evaluation for deciding L1.

18.	Letter quoting <b>AMC and CAMC rates</b> in percentage to the basic price of tendered store post warranty. This will not form the part of price evaluation for deciding L1.
19.	<b>Letter of authorization:</b> 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
20.	<b>Detailed MoU</b> between foreign OEM/Manufacturer and distributor/system integrator or if applying in distributor or System Integrator capacity.
21.	<b>BIS/ISO or equivalent certificate of OEM/Manufacturer.</b>
22.	Undertaking/certificate regarding <b>Bid Offer Validity / Delivery Period / Warranty Period / Training / Shelf Life &amp; Option clause</b> regarding increase/decrease the quantity upto 25% of equipment
23.	Whether firm has uploaded undertaking that <b>bidder is not under liquidation, Court receivership or similar proceedings, bankrupt, banned/blacklisted.</b>
24.	<b>Malicious Code Certificate</b> of bidder firm.
25.	<b>Incorporation Certificate / Proprietorship Certificate</b> of bidder firm.
26.	<b>Industrial /Manufacturing License equipment of bidder firm/OEM</b>
27.	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.I-V, dated Jan 01, 2019 issued by Ministry of Commerce and Industry, Department of Industrial Policy and Promotion(DIPP).
28.	Copy of <b>PAN Card</b> of firm.
29.	Copy of <b>GST Registration Certificate</b> of firm.
30.	Copy of Certificate of ISO of firm/OEM.
31.	<b>Copy of Micro/Small/Startup enterprises than copies of valid certificate issued by NSIC/DIC/KVIC/MSME/Udhyog Aadhar/Startup India from DIPP has been uploaded</b>
32.	<b>Experience of Firm/OEM for supply of same/similar category product.</b>
33.	<b>Last three year balance sheet</b> or Income tax return of bidder firm.
34.	<b>Minimum Average Annual Turnover Certificate duly issued by Chartered Accountant of the Bidder (For 03 Year)</b>

35.	<b>Last three year balance sheet</b> or Income tax return of <b>OEM firm.</b>
36.	<b>OEM Average Turnover (Last 3 Years)</b>
37.	Copy of <b>technical literature</b> of the tendered store/Eqpt/product offered by the bidder with respect to specification published in the tender.
38.	Price bid in BoQ format has been uploaded
39.	Compliance <b>to Buyer Added Additional Terms &amp; Conditions of Buyer/Contract</b> certificate has been submitted by bidder in firm letter head.
40.	Any other relevant information. The technical bid is in clear legible format with maintaining above mentioned sequence of documents be uploaded on <b>GeM portal</b> for considering an offer as responsive bid.

**Signature of Bidder**

(Full Name & Designation in firm Complete Address and Contract details including Fax, email & Phone/Mobile number)

**Disclaimer/अस्वीकरण**

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without

specifying equivalent Indian Certification / standards.

10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

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

**---Thank You/धन्यवाद---**