

NOTICE CUM INVITATION TO TENDER
GOVT OF INDIA, MINISTRY OF HOME AFFAIRS
DIRECTORATE GENERAL, NATIONAL SECURITY GUARD
(ADM BRANCH)

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(GeM Id No. GeM/GARPTS/ -----)

Deputy Inspector General (Adm), National Security Guard, Ministry of Home Affairs, Government of India, on behalf of President of India invites non-transferable **Open Tenders** for purchase of Liquor under **TWO BID SYSTEM** for procurement of Indian Made Foreign Liquor (IMFL), Foreign Liquor (FL), Beer & Wine as per the details given below for the period from 01/12/2024 to 30/11/2025: -

| Sl.No. | Description | Approx required Year | Qty per | Time limit | Earnest money | Date of opening of Tender |
|--------|---|--|---------|--------------------------|--|---------------------------|
| (i) | Rum | 1,15,00,000/- (While during 2023-24 Liquor for Rs. 1,14,49,701/- was purchased) | | 01.12.2024 to 30.11.2025 | Rs. 1,00,000/- (One Lakh only) & | 05.11.2024 (Tue) |
| (ii) | Whisky, Gin Brandy, Vodka, Wine, Scotch and Champagne | | | | | |
| (iii) | Beer all types | | | | Rs. 25,000/- (Twenty five thousand) only for Beer only | |

2. Important Dates

| Sl. No. | Date | Remarks |
|---------|----------------------------------|---------------------------|
| (i) | Bid Publishing Date | 27.09.2024 (Fri) 1500 hrs |
| (ii) | Bid document download start date | 28.09.2024 (Sat) 1500 hrs |
| (iii) | Clarification start date | 29.09.2024 (Sun) 1000 hrs |
| (iv) | Clarification end date | 05.10.2024 (Sun) 1500 hrs |
| (v) | Bid submission start date | 07.10.2024 (Mon) 1100 hrs |
| (vi) | Bid submission end date | 05.11.2024 (Tue) 1100 hrs |
| (vii) | Bid opening date | 05.11.2024 (Tue) 1100 hrs |

3. Procedure for Submission of EMD: GFR 170. As per bid security declaration attached at appendix-7. Original payment instrument in respect of EMD, duly completed in all respect should reach to EMD BOX placed at Room No 153 Ground Floor, Adm Branch, HQ NSG, Mehram Nagar, Near Domestic Airport, Palam, New Delhi-110037 before bid submission end date. The copy of EMD document must be uploaded along with technical bids by the bidder. Late/Non submission of original EMD document would result in rejection of bid. Except original EMD payment instrument, any bid document or part of it submitted in hard copies will be ignored.
4. Consignee Location: Deputy Inspector General (Adm), NSG HQ, Meharam Nagar, Palam, New Delhi-110037.
5. This tender document is **SACROSANCT** for considering any offer as complete offer. By submitting offer letter bidder agreed that all the terms and conditions of the tender are understood and accepted. All pages of this document along with supporting documents shall be thoroughly filled, signed, stamped and **uploaded online through e-Procurement site**<https://eprocure.gov.in/eprocure/app>. All tender documents are available at e-Procurement website <https://eprocure.gov.in/eprocure/app>. Bidders must read the tender document carefully before submitting the offer.

Copy to :-

IT Cell, HQ NSG :- For info to upload this Tender on official Website of NSG.

INSTRUCTIONS TO BIDDERS

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

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

2.1. **"Bid"** (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers;

2.2. **"Bidder"** (including the term 'bidder', 'consultant' or 'service provider' in certain contexts) means any eligible person or firm or company, including a consortium (that is an association of several persons, or firms or companies), participating in a procurement process with a Procuring Entity;

2.3. **"(Standard) Bid(ding) documents"** (including the term 'tender (enquiry) documents' or 'Request for Proposal Documents' – RFP documents in certain contexts) means a document issued by the Procuring Entity, including any amendment thereto, that sets out the terms and conditions of the given procurement and includes the invitation to bid. A Standard (Model) Bidding

Document is the standardised template to be used for preparing Bidding Documents after making suitable changes for specific procurement;

2.4. "Bidder registration document" means a document issued by a Procuring Entity, including any amendment thereto, that sets out the terms and conditions of registration proceedings and includes the invitation to register;

2.5. "Bid security" (including the term 'Earnest Money Deposit'(EMD), in certain contexts) means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the solicitation documents.;

2.6. "Competent authority" means the officer(s) who finally approves the decision.

2.7. "e-Procurement" means the use of information and communication technology (specially the internet) by the Procuring Entity in conducting its procurement processes with bidders for the acquisition of goods (supplies), works and services with the aim of open, non-discriminatory and efficient procurement through transparent procedures.

2.8. "Goods/Stores/items/ Indian Made Foreign Liquor (IMFL), Foreign Liquor (FL), Beer& Wine" includes all articles, material, commodity, procured or otherwise acquired by a Procuring Entity.

2.9. "Invitation to (pre-)qualify" means a document including any amendment thereto published by the Procuring Entity inviting offers for pre-qualification from prospective bidders;

2.10. "Invitation to register" means a document including any amendment thereto published by the Procuring Entity inviting offers for bidder registration from prospective bidders;

2.11. "Notice inviting tenders" (including the term 'invitation to bid' or 'request for proposals' in certain contexts) means a document and any amendment thereto published or notified by the Procuring Entity, which informs the potential bidders that it intends to procure goods, services and/or works.;

2.12. "Procurement" or "public procurement" (or 'Purchase', or 'Government Procurement/ Purchase' in certain contexts) means acquisition by way of purchase, lease, license or otherwise, either using public funds or any other source of funds of goods, or any combination thereof, whether directly or through an agency with which a contract for procurement services is entered into, the term "procure" or "procured" shall be construed accordingly;

2.13. "Procurement process" means the process of procurement extending from the assessment of need; issue of invitation to pre-qualify or to register or to bid, as the case may be; the award of the procurement contract; execution of contract till closure of the contract;

2.14. "Procuring authority" means the officer who finally approves as well as those officials and committee members who submit the notes/reports for the approval for any decision.

2.15. 'Procuring Entity' means any Ministry or Department of the Central Government or a unit thereof or its attached or subordinate office to which powers of procurement have been delegated;

2.16. 'Prospective bidder' means anyone likely or desirous to be a bidder;

2.17. 'Service' means any subject matter of procurement other than goods or works, except those incidental or consequential to the service, and includes physical, maintenance, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a Procuring Entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf.

2.18. 'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.

2.19. 'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

2.20. 'Works' means all works as per Rule 130 of GFR-2017, and will also include turnkey works'.

3. Potential bidder must ensure that all column of tender document, questionnaire along with the various forms, appendices & annexure published are filled, signed and duly stamped on each page without any modification to original bid document before uploading of offer on online portal. Supporting documents if any are to be uploaded through CPP portal only along with bid. Except original EMD payment instrument no document in hard copy will be entertained. Bidders are requested to check regularly the website/CPP Portal for any changes/modification/ amendment/corrigendum in respect of Tender Enquiry Published. Incomplete Tender document will be rejected without giving any notice or further chance.

4. CPP Portal i.e. www.eprocure.gov.in is maintained by National Informatics Centre (NIC). Any technical problem related to uploading the technical bid by participant bidder will be addressed by NIC and their helpline team. No assistance in this regard will be provided by NSG. No request for extension of date of submission of tender will be entertain by NSG.

5. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the firm/bidder on the e-Procurement/e-tender portal is a prerequisite for e-tendering. Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ Smartcard, should be registered. Only registered DSC should be used by the bidder for filing of bid.

6. Bidders are advised to enrollment on the e-Procurement site using the 'Click to Enroll' option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid e-mail ID. All the correspondence shall be made directly with the firm/bidder through e-mail ID provided. Bidder need to login to the site through their user ID/password chosen during enrollment /registration.

7. Bidder should go through the tenders published on the site and download the required tender documents/schedules for the tender. After downloading the tender

document/schedules, the bidder should read and understand the bid document carefully before filing the bid.

8. Bidder should submit the original EMD payment instrument through post/courier/in person to the Tender Inviting Authority at the address mentioned in the NIT. It is bidder's responsibility to submit the EMD before closing of bid submission date & time. Bid without EMD or late EMD or EMD without sufficient validity or EMD with less value than asked in tender will be rejected summarily.

9. While filing bid online the bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments on portal. The details of the EMD instrument, physically sent should tally with the details provided on the online portal failing which bid is liable to be rejected.

10. Bidders should submit price bid only in BoQ format attached in this document and upload the same in CPP Portal <http://eprocure.gov.in/eprocure/app>.

11. The bidders are requested to submit their bids through online e-tendering portal well before the bid submission end date & time (as per Server System Clock). The tender inviting authority will not take any claim or responsibility for any sort of delay or the difficulties faced during the submission of bids online at the last moment.

12. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

13. Any bid document uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

14. For any queries on e-tendering Process, the bidders are requested to contact the helpline given on CPP portal or on number 1-800-233-7315 or send an e-mail at cppn@nic.in.

15. **Amendment of Tender Documents:** At any time prior to the last date of submission of bids, the purchaser may, whether at his own initiative or in response to a clarification sought by a prospective bidder, amend bid documents by issuing a corrigendum. The corrigendum shall be notified on the same portal on which original tender has been published. Corrigendum issued may include change in time and date of submission of tender, tender validity period, validity period of the corresponding EMD/bid security.

16. **Withdrawal, Substitution and Modification of Tenders:** The bidder, after submitting the tender, is permitted to withdraw, substitute or modify the tenders in writing without forfeiture of Bid Security/EMD, provided these are received duly sealed and marked like the original tender, up to the date and time of receipt of the tender.

17. No bidder will be allowed to withdraw its bids after technical bids have been opened or during the bid validity period. If any bidder intends to withdraw after opening of technical bids and during bid validity period, its EMD will be forfeited.

18. If after award of the contract, the successful bidder fails to provide required number of tendered items the contract is liable to be cancelled along with forfeiture of EMD and other consequential actions such as blacklisting of the firm etc.

19. The purchaser reserves the right to increase or decrease the quantity of the items at any stage or to cancel or reject any/all of the tendered requirements without assigning any reasons.

20. For any change in terms and condition of tender/tender specifications, the bidder is requested to visit CPP e-Procurement site <https://eprocure.gov.in/eprocure/app> regularly.

21. If it is come to the notice of purchaser that bidder has hide information about its banning/debarment/blacklisting the EMD shall be forfeited.

CHAPTER-III

GENERAL CONDITION OF CONTRACT

1. The conditions of contract which will govern any contract made are contained in the GFR 2017, Manual for procurement of goods 2017 & all other rules, policies, guidelines, and amendments to thereof, issued by MHA, CVC and other departments of Government of India before issuance of this Tender. Any special conditions attached to this invitation to tender will also form part of the conditions of contract and will supersede any general condition.

2. Public Procurement order (Preference to Make in India, Order 2017) issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India, vide their letter dated 15.06.2017 and notification issued by Ministry of MSME under section 11 of Micro, Small and Medium Enterprises Development Act 2006 shall also be taken into consideration in procurement of Goods & services.

3. OFFER VALIDITY

3.1. Offer validity will be as per **Clause - 1 of chapter – I** and can be extended from time to time by NSG as per merit.

3.2. In case of extension of offer validity, the validity of EMD/Bid security Declaration submitted shall also be suitably extended by the bidder; otherwise bid of the firm shall not be considered by the purchaser after the expiry of the offer validity period.

4. EARNEST MONEY DEPOSIT (BID SECURITY)

4.1. The EMD to be furnished by the bidder in the format provided in attached appendix in this tender document.

4.2. Exemption from submission of EMD is applicable to the firms who possess a valid registration as **micro or small unit** under MSME.

4.3. Exemption from submission of EMD is available to firms registered as **Startup** firm with DIPP.

4.4. Bids submitted without original EMD or original EMD submitted after bid submission date or having validity less than the required as per tender or not equivalent to amount mentioned in this tender or not having valid registration under Micro & Small or startup enterprises for the tendered stores shall be rejected summarily.

4.5. No interest shall be payable by the purchaser on the Earnest Money deposited by the bidder.

4.6. The Earnest Money deposited is liable to be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender.

4.7. The EMD is liable to be forfeited if bidder fails to produce sample items for technical evaluation, whenever asked by the technical evaluation committee as prescribed in this tender.

4.8. Earnest Money of the unsuccessful bidder shall be returned after finalization of tender and the EMD of successful bidders will be retained as performance security as per rule.

5. **CLARIFICATION ON TENDER DOCUMENT**. Bidder can request for clarification on bid documents if any, within the time limit define in **clause 2 of Chapter-I**

5.1. No clarification request will be entertained by the purchaser after clarification end date and clarification sought after stipulated period will be ignored.

5.2. If no time line is mentioned in clause 3 of Chapter-I, then No clarification request will be entertained by the purchaser and if any request received will be ignored without any acknowledgment.

6. **CURRENCY OF BID** Indian Rupee (INR) only.

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 CPP 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 by bidder on its letter head.

7.1.3. **Appendix-3** Complete details of participating firm.

7.1.4. **Appendix-4** Complete details of Manufacturer/OEM. Leaving blank any column will be reason for rejection of bid.

7.1.5. **Appendix-5** Integrity Pact: 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.

7.1.6. **Appendix-6** 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.

7.1.7. **Appendix-7** Performa for bid security declaration.

7.1.8. **Appendix 8** Declaration for local content.

7.1.9. **Appendix -9** Details of Indian Made Foreign Liquor (IMFL), Foreign Liquor (FL), Beer& Wine offered for tender.

7.1.10. **Appendix -10** Misc information.

7.1.11. **Appendix -11**. Performance statement.

7.1.12. **Appendix12-** Bidder to check 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 for deciding. (If Applicable).
- 7.1.15. **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.
- 7.1.16. **Detailed MoU** between foreign OEM/Manufacturer and distributor/system integrator if applying in distributor or System Integrator capacity.
- 7.1.17. BIS/ISO or equivalent certificate of OEM/Manufacturer.
- 7.1.18. Incorporation Certificate or industrial License of bidder firm.
- 7.1.19. Copy of GST registration of firm.
- 7.1.20. Copy of PAN of bidder firm.
- 7.1.21. Last two year balance sheet or Income tax return of bidder firm.
- 7.1.22. The technical literature of the tendered **Indian Made Foreign Liquor (IMFL), Foreign Liquor (FL), Beer & Wine** offered by the bidder with respect to specification published in the tender. Don't enclose technical document of other equipment or non-relevant documents.
- 7.1.23. Any other relevant information.
- 7.1.24. The technical bid in clear legible format with maintaining above mentioned sequence of documents be uploaded on CPP portal for considering an offer as responsive bid.
- 7.1.25. Quoting price of tender in technical bid will be a disqualification considering it an unresponsive bid.
- 7.1.26. Bidder shall strict to the format of the tender published and shall not upload unnecessary or non-relevant documents in the bid.

7.2. COMMERCIAL BID

- 7.2.1. Bidder must upload price bid in BoQ format on CPP portal only which is uploaded separately with bid document.
- 7.2.2. The bidders should give break up of quoted prices in terms of basic price, applicable GST, Custom duty, other taxes and duties if any.

8. EVALUATION OF THE PROPOSAL

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

- 8.1.1. The tender document completed in all respect in prescribed format duly signed, stamped and in legible form uploaded on e-procurement portal.

8.1.2. Required EMD declaration in original or proof of exemption from EMD has been submitted.

8.1.3. The bidder is eligible to participate in the bid as per laid down eligibility criteria of tender document.

8.1.4. Bidder has uploaded the authority letter and MoU agreement with the manufacturer or OEM in case quoted goods are to be manufactured by a different firm.

8.1.5. The bid submitted by a bidder doesn't depart or deviates from the essential requirements specified in the bidding document.

8.1.6. The bidder has agreed to the terms and conditions specified in this bid document or bidder have quoted for entire requirement as per schedule of requirements in the tender enquiry.

8.2. STAGE-II: TECHNICAL EVALUATION CUM TRIAL – N/A

8.2.1. Only eligible firms whose bids are found responsive bid and completed in all respect as per tender enquiry published will be called for technical evaluation cum trial.

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

8.2.3. A Technical Evaluation Committee (TEC) will be constituted by purchaser for technical evaluation of technical bids and samples submitted by bidders.

8.2.4. The technical evaluation of technical bids and samples may include any one or more methods like conducting tasting by a committee so detailed/physical evaluation of the samples, against the laid down conditions of tender enquiry and QRs/TDs published with this tender.

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

8.2.6. Technical evaluation will be conducted within 21 days (this can vary case to case basis) of opening of tender.

8.2.7. Bidder is responsible to produce himself or his authorized representative with the sample and other technical details of the tendered (Indian Made Foreign Liquor (IMFL), Foreign Liquor (FL), Beer & Wine) evaluation on the notified date, time and place as and when called by TEC on **NO COST NO COMMITMENT** basis.

8.2.8. It is the bidder's responsibility to get it done in hand before the time limit specified in this tender. No assistance, by NSG in response to tender will be provided to the bidder if the exact format and formal request is uploaded with technical bid.

8.2.9. The bidder will have to obtain necessary import permission/permit/NOC 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.

8.2.10. In case of any ambiguity in trial, competent authority reserve the right to conduct re-trial or reference to a competent technical agency.

(accredited labs, state /union government labs) may be considered to clarify of the same on recommendation of TEC based on necessity on ground.

8.2.11. Failure to present in Technical evaluation will invite necessary action against bidder which may include forfeiture of EMD or banning/barring/blacklisting of bidder for a period specified by the purchaser for all government purchases in future.

8.3. STAGE-II:- FINANCIAL EVALUATION

8.3.1. The price bids of only technically qualified firm whose product qualify all parameters of specification or QRs/TDs and recommended by the technical evaluation committee will be opened on e-procurement portal.

8.3.2. Successful bidder will be evaluated on the basis of net lowest cost to the Govt for each item separately.

8.3.3. To provide level play field, the evaluation of commercial bids shall be carried out among all category bidders i.e. foreign OEM, OEM from SEZ/EOUs and other indigenous OEM. The applicable custom duty & IGST/GST payable or foregone shall be added on basic price of each unit.

8.3.4. Ranking for consideration lowest one will be decided on the basis of free delivery to consignee basis.

9. CRITERIA FOR AWARDING THE CONTRACT. Contract to successful eligible bidder will be based on qualifying all stages of evaluation.

10. PRE DELIVERY INSPECTION(PDI) INSPECTION PROCEDURE. NO

10.1. When material being supplied is in bulk quantities and it is difficult to examine each and every piece, the procedures as given in relevant Inspection Process Schedule (IPS) and other NSG instructions issued from time to time shall be followed. Where no instructions exist, the guidance of the supervisory officer shall be taken. The material actually inspected shall be double stamped/sealed and balance single stamped. The Inspection Note will be endorsed to this effect. However, the detailed NSG Inspection Board is responsible for the whole consignment.

10.2. The manufacturers shall bear the laboratory testing including cost of samples expended in testing. The manufacturer shall carry out his internal pre-inspection and offer only such pre-inspected (**Indian Made Foreign Liquor (IMFL), Foreign Liquor (FL), Beer & Wine**), conforming to the tender specification.

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

11.1. Inspection Authority is Inspector General, NSG HQ, Mehram Nagar, Patam, New Delhi-110037.

11.2. Inspection officer is an officer or a board of officers constituted by inspection authority for the purpose.

11.3. 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 **Indian Made Foreign Liquor (IMFL), Foreign Liquor (FL),**

Beer & Wine at consignee location, seller should immediately request for schedule an inspection.

11.4. The purchaser has the right to reject the goods on receipt during the final inspection on delivery even though the goods have already been inspected and cleared at the pre-dispatch stage by Procuring Entity's inspection officer if goods are not found as per contractual terms and conditions.

11.5. 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, without assigning any reasons.

11.6. If any **Indian Made Foreign Liquor (IMFL) or Foreign Liquor (FL) or Beer or Wine** 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.

12. TERMS OF DELIVERY & DISPATCH INSTRUCTIONS.

12.1. Free delivery to consignee basis.

12.2. Delivery period will start from the date of issue of AT/Purchase order for indigenous **Indian Made Foreign Liquor (IMFL), Foreign Liquor (FL), Beer & Wine** and from opening of Letter of credit for firm quoting directly where store is to be imported.

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

12.4. Firm should not deliver the **Indian Made Foreign Liquor (IMFL), Foreign Liquor (FL), Beer & Wine** to consignee location beyond scheduled delivery period as per contract without obtaining prior sanction of purchaser. **Indian Made Foreign Liquor (IMFL), Foreign Liquor (FL), Beer & Wine** delivered beyond delivery scheduled as mentioned in contract, even if **Indian Made Foreign Liquor (IMFL), Foreign Liquor (FL), Beer & Wine** have been received by the consignee, it would be at the risk and the cost of the seller as the supply may not be taken as contractually accepted.

12.5. **Indian Made Foreign Liquor (IMFL), Foreign Liquor (FL), Beer & Wine** must be delivered as per the convenience of consignee.

13. PAYMENT TERMS FOR BIDDER.

MODE OF PAYMENT: All Payment will be made through 'e-payment' for which duly completed ECS mandate form has to be submitted by bidder with this tender.

14. **PURCHASE AND PRICE PREFERENCE CLAUSE.** The Purchaser preference will be given in accordance to Rule 153 of GFR 2017, Manual for procurement of Goods 2017 and MSMED Act 2006 and Public Procurement Order (Preference to Make in India) 2017 issued by Department of Industrial Policy and Promotion, Ministry of Commerce letter dated 15.06.2017, amendment to it vide order no No. P-45021/2/2017-PP (BE-II) dated 04th June, 2020 and any other relevant order/amendments to existing order which is in force at the time of opening of this tender.

14.1. Purchase preference shall be given to 'Class-1 local supplier' in procurements undertaken by procuring entities in the manner specified here under.

14.2. In the procurements of goods or works, which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

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

15. **PRICE VARIATION CLAUSE (Not Applicable)** PVC clause under Para 6.6 of chapter 6 and annexure 15 of manual for procurement of goods 2017 is applicable for the high value contract having delivery period more than 18 month from the date of award of contract.

16. **EXCHANGE RATE VARIATION (Not applicable)** ERV clause under Para 6.7 of manual for procurement of goods 2017 is applicable for the contract having delivery period more than one year from the date of award of contract.

17. **OPTION CLAUSE**

17.1. **UNDER PARA 9.3 OF MANUAL FOR PROCUREMENT OF GOODS 2017.**

17.2. The purchaser reserves the right to increase/decrease the ordered quantity, till final delivery date (or the extended delivery date of the contract), even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).

18. **LIQUIDATED DAMAGES:**

In case the firm does not complete the supply within the laid down agreed delivery period as per contract, action will be taken against the firm as per Clause 9.7.9, 9.7.10 & 9.7.11 of Manual for procurement goods 2017, MOF and amendment issued by MHA vide letter dated 21/02/2018 and amendment thereof issued time to time.

19. **LAB TEST CERTIFICATES: (AS PER QRs/TDs OR SPECIFICATIONS) :-**

19.1. Bidder has to produce original and copies of Lab Test/Inspection certificate/report at the time of Technical Evaluation confirming to the each parameter of QRs/TDs (specification of tendered **Indian Made Foreign Liquor (IMFL), Foreign Liquor (FL), and Beer & Wine**).

19.2. Unless specified in approved QRs/TDs Lab Test/Inspection certificate for tendered **Indian Made Foreign Liquor (IMFL), Foreign Liquor (FL), Beer & Wine** must be issued by Govt./Private Lab which are accredited by Indian or foreign Accreditation Bodies which is a member of ILAC or recognized regional co-operation bodies for scope of testing for that particular test.

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

20. JURISDICTION:

20.1. This tender and an outcome of it any award of contract is subject to the jurisdiction of Indian Laws and Courts at the place of issue of the Tender. Sole Arbitration is appointed by the DG NSG. For details refer to Clause 9.9.1 and 9.9.2 of Manual for procurement goods 2017, MOF.

20.2. The Court of the New Delhi shall alone have a jurisdiction to decide any dispute arising out of or in respect of the contract. In the case of dispute or difference arising between the purchaser and the supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be settled in accordance with the Indian Arbitration and Conciliation Act, 1996. Arbitration Proceedings shall be held at New Delhi, India and the language of the arbitration Proceedings and that of all documents and communications between the parties shall be English.

21. LAWS GOVERNING THE CONTRACT

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

22. ARBITRATION: - In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (except as to any matters, the decision of which is specifically provided for by these or the special conditions), the same shall referred to the Sole Arbitration of the DG, NSG, Min. of Home Affairs or of some other person appointed by him under **clause 9.9.1 and 9.9.2 of Manual for procurement of goods 2017**. It will be no objection that the Arbitrator is a Government Servant that he had to deal with the matters to which the contract relates or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract. It is term of this contract that -

22.1. If the arbitrator be the DG, NSG, Ministry of Home Affairs;

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

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

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

Proceedings as then taken in the arbitration, or to commence the Proceedings de novo, as he may at his discretion decide.

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

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

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

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

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

22.10. In this clause the expression DG, NSG, Min. of Home Affairs, means the DG, NSG for the time being & includes, if there be no DG, NSG, the officer who is for the time being the administrative head of the NSG, Min of Home Affairs whether in addition to other functions or otherwise.

23. PARTNERSHIP FIRMS:

23.1. For Partnership Firms whether they are registered or not registered under Indian Partnership Act, 1832. Should the answer to this question by a Partnership firm be in the affirmative, bidder has to attach a copy of either document duly attested by a Notary Public on which reliance is place for authority of partners on the partner signing the tender to refer disputes to arbitration following documents with the bid.

23.2. Authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.

23.3. If authority has not been assigned than any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.

23.4. Where authority to refer disputes to arbitration has not been given to the partner signing the tender the tenders must be signed by every partner of the firm.

24. PATENT AND OTHER INDUSTRIAL/ INTELLECTUAL PROPERTY RIGHT

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

25. TRANSFER AND SUB-LETTING

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

26. PENALTY FOR USE OF UNDUE INFLUENCE

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

27. PAST PERFORMANCE

Bidders must enclose performance statement for the previous years in the performa supplied with the tender as per **appendix 11**

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

29. FALL CLAUSE

29.1. The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, than that very price with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

29.2. The bidder shall strive to accord the most favored customer treatment to the buyer in respect of all matter pertaining to the present case.

30. DENIAL CLAUSE

During the extended delivery period (due to default of the seller) any increase in statutory duties and/or upward rise in prices due to the price variation and/or any adverse fluctuation in foreign exchange are to be borne by the seller while the purchaser reserves his right to get any benefit of a downward revisions in statutory duties, price variation and foreign exchange rate. (Para 9.7.8 and annexure 18 of Manual for Procurement of Goods 2017)

31. RISK PURCHASE CLAUSE

31.1. In the event of failure of supplier to deliver or dispatch the **Indian Made Foreign Liquor (IMFL), Foreign Liquor (FL), Beer & Wine** or provide the required services within the stipulated dates/period of the supply order /AT, or in the event of breach of any of the terms and condition of the AT, the purchaser will have the right to purchase the subject **Indian Made Foreign Liquor (IMFL), Foreign Liquor (FL), Beer & Wine** elsewhere at the risk and cost of defaulting supplier after giving a notice to defaulting supplier. The cost as per Risk Purchase exercise may be recovered from the bills pending with the supplier even against any other supplies outside this contract or even from the pending bills with any other Govt. Department/Ministry.

31.2. In the event of contract being cancelled for any breach committed and the purchaser effecting re-purchase of the subject **Indian Made Foreign Liquor (IMFL), Foreign Liquor (FL), Beer & Wine** at the risk and cost of contractor, the purchaser is not bound to accept the lower offer of Benami or allied sister concern of the contractor.

31.3. Any information furnished by the bidder in support of their eligibility of tender conditions, past performance, registration status with concerned Government Agency and all other relevant to the tender find fake, incorrect or fraudulent, then the bidder will be liable for forfeiture of EMD, Security Deposit, cancellation of contract and further Debarment by NSG as well as other Central Government Department's tender and other legal recourse thereof.

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

punitive provisions contained in the contract for delay or breach of contract, the bidder would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

33. 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:

33.1. The delivery of the items as per contract is delayed for causes not attributed to Force Majeure.

33.2. The seller is declared bankrupt or becomes insolvent.

33.3. In case Security Deposit is not furnished within the time period specified in the A/T.

33.4. In case buyer found any false declaration or wrong information regarding eligibility criteria, availability of infrastructure or any other tender conditions furnished by the at any stage of procurement process including the currency of A/T (Supply Order) will result in cancellation of A/T (Supply order) along with forfeiture of security deposit/ performance bond.

33.5. 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.

34. GOVERNMENT REGULATIONS

34.1. It shall also be confirmed by the bidder that there are no government restrictions or limitation in the country of the supplier or countries from which sub-components are being procured and/or for the export of any part of the system being supplied.

34.2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority as per Ministry of Finance, Department of Expenditure, Public Procurement Division F.No 6/18/2019-PPD dated 23rd July, 2020.

35. IMPORTANT POINT TO NOTE

35.1 The tender quotation must be uploaded online in 2 Covers.

i) Cover-1 shall contain scanned copies of all Technical Documents/Eligibility Information.

ii) Cover-2 shall contain "BQQ/Financial Bid" where contractor will quote his offer for each item.

35.2 The rate and unit must not be altered/overwriting and cutting in any circumstances must not be done and the rate must be entered in words as well as in figures legibly.

35.3 The tenders will be opened on at 05 Nov 2024 (Tue) at 1100 hrs in the presence of Board of Officers duly constituted by DIG (Adm), HQ NSG, Palam, New Delhi and representative of firms present if any.

35.4 The tender form/list of articles for the purpose is as per the appendix attached.

35.5 The approved supplier/contractor shall be deemed to have carefully examined the conditions, size, specification and make of the liquor to be supplied. If firm has any doubt as to the meaning of any portion of these conditions or of the specification etc, firm can refer to GC (Adm), HQ NSG, Palam, New Delhi, phone No.01125663213 before submitting the tender.

35.6 The tender is not transferable.

35.7 All the liquors supplied shall be of the best quality confirming to the specification laid down for them and in accordance with the approved standard. Certificate regarding label registration of the items to be supplied be also furnished.

35.8 All the rates quoted in the tender should be for supplies at for destination that is HQ NSG, Mehram Nagar, Palam, New Delhi.

35.9 The Tenderer will have to submit 02 samples of each Scotch Brand and 04 samples of each other brands to GC (Adm), HQ NSG, Palam, New Delhi. The tenders will be considered final when the samples of the individual firms are found in order. If sample & related documents of the particular firm are not in accordance with the requirement/Specifications, their tenders will not be considered.

35.10 Each tender must be accompanied by an earnest money of Rs.1,00,000/- (Rupees one Lac) only for Rum, Whisky, Gin, Brandy, Vodka, Wine, Scotch and Rs.25,000/- (Rupees twenty five thousand) only for Beer in the form of BG/DD/FDR/BC in favour of " HQ NSG Liquor Canteen" payable at SBI, Domestic Airport, Palam, New Delhi-37.The tender received without prescribed earnest money will not be considered. The earnest money will be liable to be forfeited in case of Tenderer refuses to accept the supply order placed or fail to supply within the prescribed time limit.

35.11 This office will not be responsible for revalidation of import permit if expired without any reasonable cause and the amount deposited to excise department will be deducted from the dues of firm.

35.12 The successful tenderer will have to make delivery at the destination within the validity period of import permit.

35.13 The earnest money of unsuccessful tenderers will be refunded within 60 days. No interest will be paid on earnest money of successful or unsuccessful tenderers.

35.14 To accept whole or part of quantity and articles tendered are at the discretion of DIG (Adm), HQ NSG, Palam, New Delhi and can also drop any items without assigning any reasons thereof.

35.15 All legal proceedings arising out of this contract to be instituted by any of the party will be in the jurisdiction of New Delhi.

35.16 Conditional tenders will not be accepted. There will be no binding regarding quantity or a particular brand to be procured at one time.

Quantity for placing supply order to selected firm will be decided by the DIG (Adm), HQ NSG. No condition by the firm will be accepted.

35.17 The terms and conditions shall be submitted with signature of the authorized person while submitting the tenders. Tenders will have to be signed on all papers of the terms and conditions.

35.18 The rates be quoted excluding CST which is to be mentioned separately and in case of any reduction in CST, the benefit will not be given to supplier.

35.19 The tenderers shall confirm that they provide service facilities minimum for 12 months from the date of contract.

35.20 All tenderers must submit the Manufacturing Certificate (Distillery/Breweries license for the year 2024-25 (valid upto 31st Mar 2025) and lab test certificate (Chemical clearance certificate) mentioning ingredients separately of particular brand, last sales tax clearance certificate & copy of PAN Card No. and label registration certificate along with the tender form

35.21 A contract for supply is required to be signed by the successful tenderers on non-judicial stamp paper of Rs.100/- which will be produced by the successful tenderers after 07 days of the acceptance of the rates by the competent authority.

35.22 No import of any brand from the distillery/brewery will be allowed in the state of NCT, Delhi (New Delhi) without Barcode. Tenderers shall be responsible to procure and stick barcode on each bottle being imported in New Delhi (in case of bottles, the barcode shall be fixed in such a way that half of the bar-coding should be passed on crown and half on the glass bottle so that it breaks with the opening of crown).

35.23 After successful selection of Brand by the detailed board of officers of this HQ, concerned firm will submit label registration of each brand of NCT, Delhi state within 20 days otherwise contract will be considered for cancellation.

35.24 The DIG(Adm), HQ NSG, Mehram Nagar, Palam, New Delhi reserves the right to increase or decrease the quantity and also to reject/cancel or scrap the tenders without assigning any reason at any stage.

35.25 The decision of DIG (Adm), HQ NSG will be final as to the quality of the Indian Made Foreign Liquor (IMFL), Foreign Liquor (FL), and Beer & Wine and shall be binding upon the tenderer.

SPECIAL CONDITIONS OF CONTRACT

- i. Tender Sample/Equipment -Tender Sample Requirement:
REQUIRED WITH TENDER
- h. The tenderer will have to submit 02 samples of each Scotch Branch and 04 samples of each other brands to GC (Adm), HQ NSG Palam New Delhi. The tenders will be considered final when the samples of the individual firms are found in order. If sample & related documents of the particular firm are not in accordance with the requirement/specifications, their tenders will not be considered. The tenderer would submit samples on No Cost No Commitment basis.
- g. All tender samples should have cards affixed on it duly signed and stamped by the firm indicating the following:-
 - d. a) Name and address of the firm.
 - e. b) Tender No. with date of opening.
- cc. Name of item.
- d. d) Samples submitted by the tenderers off.

SCHEDULE OF REQUIREMENT

Tender Enquiry No. – 1 /2024 (Liquor canteen)

| S.No. | Description | Approx Qty required per year | Time limit |
|-------|---|-------------------------------------|--------------------------|
| 1. | Rum | As per the time to time requirement | 01/12/2024 to 30/11/2025 |
| 2. | Whisky, Gin Brandy, Vodka, Wine, Scotch and Champagne | -do- | |
| 3. | Beer all types | -do- | |

OFFER LETTER
(On letter head of bidder)

To
The DIG (Adm)
HQ NSG, Mehram Nagar, Palam,
New Delhi-110037

Dear Sir,

Dated:

I/We hereby offer to supply the items (**Indian Made Foreign Liquor (IMFL), Foreign Liquor (FL), Beer & Wine**) 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 **GFR 2017, Manual for procurement of goods 2017, all related orders issued by MHA, CVC and various departments of Government of India** which has been issued before issuance of this Tender. I/We have also understood that **any special conditions attached to this invitation to tender will also form part of the conditions of contract and will supersede any general condition.**
3. The following pages have been added to and form part of this tender.
 - b. _____
 - c. _____
 - d. _____
 - e. _____

Yours faithfully,

SIGNATURE OF ONE WITNESS
BIDDER, *(Address of Witness)*
name & designation in firm

SIGNATURE OF
(Full

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

APPENDIX-2

DECLARATION CERTIFICATE

(On letter head of firm)

1. It is certified that by signing this letter I/We have accepted all terms & conditions contained in this tender document from **page no to**and all the corrigendum published in relation to this tender. It is read and understood that this tender is invited under the Rules contained in the GFR 2017, Manual for procurement of goods 2017, 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, then the 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 filed 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 the price quoted for the tendered item (**Indian Made Foreign Liquor (IMFL)**), is not more than the price usually charged by any other purchaser to the best of my/our knowledge and belief.
7. I/we undertake to execute all contractual obligations like replacement of non-performing tendered **Indian Made Foreign Liquor (IMFL), Foreign Liquor (FL), Beer & Wine** full or in part during tender period.

SIGNATURE OF BIDDER;
*(Full name & designation in firm
Complete address and contact details*

DETAILS OF PARTICIPATING FIRMS

1. a) Details of authorized Signatory of Participating Bidder :-
 Name, _____
 Address, _____
 Email & website, if any _____
 Telephone and fax no _____
- b) Capacity in which filing the tender: Indian OEM/Foreign OEM/Distributor
 of Indian OEM/Distributor of Foreign OEM/Indian System Integrator or PSU
 (Please specify if in any other category)
- c) In case of foreign firm, contact person in Delhi/India and his relationship with tenderer

- i) Name _____
- ii) Address _____
- iii) Relationship with tenderer :- _____
- iv) Telephone _____
 Landline _____
 Mobile _____
- v) FAX _____
- vi) E-mail _____

2. Whether registered with MSME or Dist. Industry Centre (DIC) for subject **Indian Made Foreign Liquor (IMFL), Foreign Liquor (FL), Beer & Wine** as manufacturer MSE (Micro & Small Enterprises), if yes, upload photocopy of following :-

- i) Registration Certificate Validity Date _____
- ii) Tendered item is covered or not _____
- iii) Specify Monetary Limit in Rs. _____
- iv) Production capacity per month _____

3. Whether past supplier of subject **Indian Made Foreign Liquor (IMFL), Foreign Liquor (FL), Beer & Wine** to any Government Organization in India or Abroad during the previous years. (If yes, submit performance statement in proforma enclosed in tender)

4. a) **Delivery period** in months from the date of placement of order :- _____
- b) **Monthly rate of supply** _____
- c) **Offer validity** _____

- d) Payment Terms _____
- e) Guarantee/Warranty _____
- f) Model offered _____

5. Whether Indian Made Foreign Liquor (IMFL), Foreign Liquor (FL), Beer & Wine fully conforms to Tender Schedule Specifications in all respects.

6. State whether business dealings with you have been banned with Min./Dept of Supply/ Ministry of Home Affairs/Any Central Government Ministry or Department/Any State Govt. ? If yes, then give the details otherwise upload the self-declaration certificate with technical bid.

7. GST Assessment/Return Office Address :

8. Income Tax Assessment/Return Office address.

9. Income tax clearance certificate & PAN No.

10. After sales service center along with Lab/Workshop in NCR Region which is **registered** with MSME/NSIC or any other concerned Central Govt. agency

- (i) Registration details with validity
- (ii) Location, building owned or leased
- (iii) Addresses with nearest Police Station
- (iv) Details must be filed in annexure attached Yes / No

11. Details of **MOU** with foreign principal/OEM & Indian OEM : for tendered item for a period of minimum two years.

- (i) Name of OEM
- (ii) No. of items including tendered equipment for MOU
- (iii) Specific period and validity of MOU
- (iv) Warranty/Guarantee & availability of spares, repairs & Price reasonability having ownership of liability by OEM for tendered equipment

12. Essential documents for distributor of Indian OEM. In case of Indian distributor of Indian OEM, then must produce **undertaking certificate** in accordance to Clause 1.1. to 1.1.6 of Chapter I of Tender Enquiry. Yes / No

13. Essential documents for distributor of Foreign OEM In case of Indian Distributor/seller of foreign OEM, then must fill in the **Yes / No Form for Indian Rep of Foreign OEM** form attached as Annexure F.

14. Proforma invoice of OEM to system integrator Yes / No

15. Any criminal or civil case pending against firm or owner of the firm (Furnish details thereof) Yes / No

16. Do you agree to sole arbitration by Secretary, Ministry of Home Affairs or by other some other person appointed by him as provided in Clause 9.5.1 and 9.5.2 of Manual for procurement goods 2017, MOF (Your acceptance or non-acceptance of this clause will not influence the decision of the tender. It should, however, be noted that an omission to answer the above question will be deemed as an acceptance of the clause).

17. For Partnership Firms state whether they are registered or not registered under Indian Partnership Act, 1932.

Should the answer to this question by a Partnership firm be in the affirmative, please state further

(a) Whether the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.

(b) If the answer to (a) is in the negative, Whether there

is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.

(c) If the answer to either (a) or (b) is the affirmative, please furnish a copy of either the partnership agreement or the general power of attorney as the case may be

N.B. -

1) Please attach to the tender a copy of either document on which reliance is place for authority of partners on the partner signing the tender to refer disputes to arbitration. The copy should be attested by a Notary Public or its execution should be admitted by affidavit on a properly stamped paper by all the partners.

2) Where authority to refer disputes to arbitration has not been given to the partner signing the tender the tenders must be signed by every partner of the firm.

18. Here State specifically -

a) **Whether the price tendered by you is to the best of your knowledge and belief, not more than the price usually charged by you for Indian Made Foreign Liquor (IMFL), Foreign Liquor (FL), Beer & Wine of same nature/classor description to any private purchaser either foreign or as well as Govt Purchaser. If not state the reasons thereof. If any, also indicate the margin of difference.**

b)

In respect of indigenous items for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price and if the price quoted exceeds the controlled price the reasons thereof should be stated.

Signature of Tenderer _____

Name in Block letter _____

Capacity in which
Tender signed _____

Full Address _____

APPENDIX-4

COMPLETE DETAILS OF MANUFACTURER/OEM, DISTRIBUTOR AND SYSTEM INTEGRATOR

| | | |
|----|---|--|
| 1. | a. Name of authorized Signatory of Bidder | |
| | b. Complete Address with Telephone, Fax, E-mail and Website Etc. | |
| 2. | Capacity in which applying in this bid (Mention any one of the following Indian manufacturer/OEM, Foreign Manufacturer/OEM, Distributor of Indian Manufacturer/OEM, Distributor of Foreign Manufacturer/OEM, Indian System Integrator or others) | |
| 3. | INDIAN MANUFACTURER/OEM | <i>To be filled by all category of bidder, distributor and system integrator to file details of their manufacturer/OEM</i> |
| | u. Name of Indian Manufacturer/OEM | |
| | b. Complete office Address with Telephone, Fax, E-mail and Website Etc. | |
| | c. Name & Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail) | |
| | d. Factory/Plant details of Indian Manufacturer/OEM (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.) | |
| | e. Clarify nature of firm whether Proprietary Firm, Pvt. Firm, Public firm, LLC, partnership firm etc. (attach supporting documents) | |
| | f. Industrial License/ Permit number along with details of issuing agency (Complete Address with Telephone, Mobile, Fax, E-mail and Website | |

| | | |
|----|---|--|
| | Etc.)(attach copy with bid) | |
| g. | Furnish the details Income Tax assessment office address contact details like Income Tax clearance certificate/ PAN) (attach copy with bid) | |
| h. | Furnish the details of Industrial Tax registration i.e. GST/ Excise/VAT etc. with office address & contact details of assessment office. (attach copy with bid) | |
| i. | Furnish details of certificate of concerned Chamber of commerce for established manufacturer/ OEM for Tendered Item(attach copy with bid) | |
| j. | CRISIL Rating of firm, BIS (ISI Mark), ISO registration if any (Yes/No) if yes: attach copies(attach copy with bid) | |
| k. | 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) | |
| l. | Covered area & Open area of manufacturing facility in Sq ft | |
| m. | Whether located at Govt authorized Industrial/commercial place (Yes/No) | |
| n. | Details of Power connection load capacity and name issued | |
| o. | Functional departments of Manufacturing unit (details thereof) | |
| p. | Details of Plant and Machinery functioning in each department | |
| q. | Make & model of main machine | |

| | | |
|---|---|--|
| | f. Date of purchase & commissioning | |
| | g. Life of the Machine | |
| | t. Details of subsidiary if any | |
| | u. Details and stocks of raw material held | |
| | v. Normal & Maximum Production capacity of item with existing plant & machinery | |
| | w. Details of machinery for quality control products (such as laboratory etc.) | |
| | x. Maximum no of workers employed on any day during the 18 months preceding the date of application | |
| | y. Number of Skilled worker employed | |
| | z. Un-skilled worker employed | |
| | a. a) Details of PF & ESI registration (if any) | |
| | b. b) Whether tendered item is tested by any National/International accredited Lab. (attach copy with bid) | |
| | cc. Any criminal or civil court case against firm or owner or director/directors of the firm (Write Yes/No). If yes, then furnish complete details. | |
| 4 | INDIAN DISTRIBUTOR OF INDIAN MANUFACTURER/OEM | <i>Details to be furnish by Indian distributor of Indian manufacturer/OEM only</i> |
| | a. Name of Indian distributor | |
| | b. Complete Address with Telephone, Fax, E-mail and Website Etc. | |

| | |
|----|--|
| | |
| c. | Name & Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail) |
| d. | Factory/Plant details of Indian distributor (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.) |
| e. | Clarify nature of firm whether Proprietary Firm, Pvt Firm, Public firm, LLC, partnership firm etc. (attach supporting documents) |
| f. | Industrial License/ Permit number along with details of issuing agency (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.)(attach copy with bid) |
| g. | Furnish Income Tax assessment office address contact details like Income Tax clearance certificate/ PAN) (attach copy with bid) |
| h. | Furnish the details of Industrial Tax registration i.e. GST/ Excise/VAT etc. with office address & contact details of assessment office. (attach copy with bid) |
| i. | Percentage of commission/profit on OEMs invoice charged for tendered store. |
| j. | CRISIL Rating of firm, BIS (ISI Mark), ISO registration if any (Yes/No) if yes attach copies(attach copy with bid) |
| k. | Whether office premises fully owned or leased/rented or other firm's facility is being used by distributor (Give brief details and upload a valid legal |

| | | |
|---|--|---|
| | <i>evidence for the same)</i> | |
| | l. Covered area & Open area of facility of distributor in Sq ft | |
| | m. Whether located at Govt authorized Industrial/commercial place (Yes/No) | |
| | n. Maximum no of workers employed on any day during the 18 months preceding the date of application | |
| | o. Number of Skilled worker employed in order to provide after sale support | |
| | p. Un-skilled worker employed in order to provide after sale support | |
| | q. Details of PF & ESI registration (if any) | |
| | r. Whether having facility to repair and testing of tendered? provide details | |
| | s. Any criminal or civil court case against firm or owner or director/directors of the firm (Write Yes/No). If yes, then furnish complete details. | |
| 5 | DETAILS TO BE FURNISH BY INDIAN SYSTEM INTEGRATOR ONLY | <i>Details to be furnish by Indian system integrator only</i> |
| | a. Name of Indian System Integrator | |
| | b. Complete Address with Telephone, Fax, E-mail and Website Etc. | |
| | c. Name & Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail) | |
| | d. Factory/Plant details of Indian System Integrator (Complete Address with Telephone, Mobile, Fax, E-mail and | |

| | |
|---|--|
| Website Etc.) | |
| c. Clarify nature of firm whether Proprietary Firm, Pvt firm, Public firm, LLC, partnership firm etc. (attach supporting documents) | |
| f. Industrial License/ Permit number along with details of issuing agency (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.) (attach copy with bid) | |
| g. Furnish Income Tax assessment office address contact details. (Attach Income Tax clearance certificate/ PAN) (attach copy with bid) | |
| h. Furnish the details of Industrial Tax registration i.e. GST/ Excise/VAT etc. with office address & contact details of assessment office. (attach copy with bid) | |
| i. CRISIL Rating of firm, BIS (ISI Mark), ISO registration if any (Yes/No) if yes attach copies | |
| j. Whether firm premises fully owned or leased/rented or other firm's facility is being used by system integrator (Give brief details and upload a valid legal evidence for the same) | |
| k. Covered area & Open area of firm facility in Sq ft. | |
| l. Whether located at Govt authorized Industrial/commercial place (Yes/No) | |
| m. Details of Power connection load capacity and name Issued | |
| n. Functional departments of | |

| | | |
|----|--|--|
| | Integration unit (details thereof) | |
| | e. Details of Plant, tools and Machinery functioning in each department | |
| | f. Details of machinery for quality control products (such as laboratory etc.) | |
| | g. Details of materials, components, parts etc which are to be imported by the firm for tendered store. | |
| | r. Value of Indigenous component in percentage (%) of the complete tendered store | |
| | s. Value of Import component in percentage (%) of the complete tendered store | |
| | t. Maximum no of workers employed on any day during the 18 months preceding the date of application | |
| | u. Number of Skilled/technical worker employed | |
| | v. Un-skilled worker employed | |
| | w. Details of PF & ESI registration (if any) | |
| | x. Whether firm facility is certified by any National/International accredited Lab. (Attach copies of certificates)(attach copy with bid) | |
| | y. Any criminal or civil court case against firm or owner or director/directors of the firm (Write Yes/No). If yes, then furnish complete details. | |
| 8. | Whether Micro, Small or Startup Enterprises? (Yes/No) (Attach certificate with the bid) | |

| | |
|---------------------------------------|--|
| a. Registration Number | |
| b. Registration Authority | |
| c. Registration Issue date | |
| d. Registration validity date up to | |
| e. Tendered store is covered (Yes/No) | |

Declaration:

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.

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 **Indian Made Foreign Liquor (IMFL), Foreign Liquor (FL), Beer & Wine 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 items.

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 **Indian Made Foreign Liquor (IMFL), Foreign Liquor (FL), Beer & Wine** at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.1.2. Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

3. COMMITMENTS OF THE BUYER

3.1. The Buyer commits itself to the following:-

3.1.1. The Buyer undertake that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process: bid evaluation, contracting or implementation process related to the Contract.

3.1.2. The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

3.1.3. All the officials of the Buyer will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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, organisation 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, and 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, 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.

4.6. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass-on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier to others and not to commit any offence under PC/IPC Act. The Bidder also

undertakes to exercise due and adequate care lest any such information is divulged.

4.7. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.8. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

4.9. Bidders will disclose the payments to be made by them to agents/brokers or any other intermediary.

4.10. The bidder shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

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 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 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.

7.1.5. To cancel all or any other Contracts with Bidder.

7.1.6. 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.

7.1.7. 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.

7.1.8. 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 entail the Buyer to rescind the contract without payment of any compensation to the Bidder.

7.1.9. 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.

7.1.10. 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 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
Witness:

Buyer's

1. _____
2. _____

1 _____
2 _____

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

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

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

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

C. DATE OF EFFECT –

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

Date:

(.....)
Signature of Customer

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

(Bank's Stamp)

Date:

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

(only when bid security is asked in place of EMD)
PROFORMA FOR BID SECURITY DECLARATION
 (On letter head of bidder)

To

DiG (Adm),
 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. |

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

- 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,

WITNESS
(Address of Witness)

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

(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 15/05/2017, its revision dated 28/05/2018, 29/05/2019 and 04/06/2020 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 6 years and shall make this available for verification to any statutory authority.

7. The details of local content are furnished below:

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

| | | |
|-------|--|--|
| | tendered store | |
| viii. | Percentage of Local Content Excluding taxes | |
| ix. | Percentage of imported or foreign Content including taxes | |
| x. | Percentage of tax | |

WITNESS
(Address of Witness)

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

APPENDIX-9

Details of items offered for tender

| S.No. | Item and specification (Glass or pet bottle) | Landed price per Case (Mention CST separately) |
|-------|---|---|
| 01. | | |
| 02. | | |
| 03. | | |
| 04. | | |
| 05. | | |
| 06. | | |
| 07. | | |
| 08. | | |
| 09. | | |
| 10. | | |

Signature of the Tenderer
With date and seal

APPENDIX-10

MISC INFORMATION

| S.No. | Particulars | Remarks |
|-------|---------------------------------|---------|
| 01. | Permit to be made in favour of | |
| 02. | Payment to be made in favour of | |
| 03. | Route of supply | |



Signature of the Tenderer
With date and seal

PERFORMANCE STATEMENT
(On letter head of bidder)

Appendix -11

Name of Bidder _____

| Sl No | Organization which placed purchase order to bidder. Mention Order No & Dact | Items/service name in detail | Qty | Value | Delivery period | Warranty offered | Remarks |
|-------|---|------------------------------|-----|-------|-----------------|------------------|---------|
| | | | | | | | |

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 the date of floating this tender.

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

APPENDIX-12

CHECK LIST FOR BIDDERS

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

| SL NO | REQUIREMENTS TO BE CHECKED BEFORE SUBMISSION OF THE TENDER | (YES/NO) |
|-------|--|----------|
| 1. | Appendix from 1 to 11 has been duly filled up, signed, stamped by the bidder before uploading of bid on portal. The signature and details of witnesses where applicable has been provided on the bid document. | |

| | |
|-----|--|
| 2. | Valid Earnest Money Deposit (EMD) payment instrument in prescribe format has been enclosed. |
| 3. | If EMD exemption is claimed for micro/small/startup enterprises than copies of valid certificate issued by NSIC/DIC/KVIC/MSME/UdhyogAadhar/Startup India from DIPP has been uploaded |
| 4. | Proposal has been submitted in two bid system – Technical Bid & separate Commercial Bid as per tender documents. |
| 5. | 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. |
| 6. | Detailed MoU between foreign OEM/Manufacturer and distributor/system integrator if applying in distributor or System Integrator capacity. |
| 7. | BIS/ISO or equivalent certificate of OEM/Manufacturer. |
| 8. | Incorporation Certificate or industrial License of bidder firm. |
| 9. | Copy of GST and PAN registration of firm. |
| 10. | Last two year balance sheet or Income tax return of bidder firm. |
| 11. | The technical literature of the tendered Indian Made Foreign Liquor (IMFL), Foreign Liquor (FL), and Beer & Wine by the bidder with respect to specification published in the tender. |
| 12. | Price bid in BoQ format has been uploaded |
| 13. | Compliance to chapter – III general conditions & important points of contract has been submitted by bidder |
| 14. | Any other relevant information. The technical bid is in clear legible format with maintaining above mentioned sequence of documents be uploaded on CPP portal for considering an offer as responsive bid. |