







बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	22-09-2025 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	22-09-2025 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Home Affairs
विभाग का नाम/Department Name	Central Armed Police Forces
संगठन का नाम/Organisation Name	National Security Guard (nsg)
कार्यालय का नाम/Office Name	Directorate General
वस्तु श्रेणी /Item Category	Custom Bid for Services - CAMC of Target System for Composite Indoor Shooting Range at Regional Hub Mumbai
समान श्रेणी/Similar Category	Customized AMC/CMC for Pre-owned Products
अनुबंध अविध /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	50 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं दर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes Complete

बिड वि	वरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be	
documents uploaded by bidders to all bidders participated in bid?	displayed to other participated bidders after log in)	
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	2	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7	
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes	
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination	
बिंड का प्रकार/Type of Bid	Two Packet Bid	
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days	
अनुमानित बिंड मूल्य /Estimated Bid Value	4436743	
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation	
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes	
मध्यस्थता खंड/Arbitration Clause	No	
सुलह खंड/Mediation Clause	No	

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India	
ईएमडी राशि/EMD Amount	89000	

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

- (a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- (b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Pay and Account Officer, NSG

Directorate General, Central Armed Police Forces, National Security Guard (NSG), Ministry of Home Affairs (Pao Nsg Hq)

विभाजन/Splitting

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

एमआईआई अन्पालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

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

upload the supporting documents to prove his eligibility for exemption.

- 5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
- 7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

 8. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
- 9. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
- 10. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
- 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost: or
- 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
- 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.
- 11. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
 - i. If number of technically qualified bidders are only 2 or 3.
 - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
 - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
 - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1 $\,$
 - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:<u>1754994103.pdf</u>

Payment Terms: <u>1754994108.pdf</u>

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload: 1754994122.pdf

GEM Availability Report (GAR): 1754994273.pdf

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
09-09-2025 12:00:00	Conference Hall, HQ NSG Meharam Nagar near T1 Palam New Delhi

Custom Bid For Services - CAMC Of Target System For Composite Indoor Shooting Range At Regional Hub Mumbai (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification मूल्य/ Values	
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	CAMC of Target System for Composite Indoor Shooting Range at Regional Hub Mumbai
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement
1	Lakshya Mehta	400072,Regional Hub Mumbai 26 Special Composite Group, NSG Jogeshwari Vikroli Line Road, Milind Nagar, Near IES School Andheri (East), Mumbai- 400072	1	N/A

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

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

3. Generic

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

10 years

Shelf Life. On the date of supply, minimum

10 years

usable shelf life should be available / balance.

4. Generic

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

5. Generic

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

6. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file

7. Generic

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

8. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

9. Service & Support

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

10. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

11. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

12. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

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

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- 15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
- 16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the सामान्य नियम और शर्तं/General Terms and Conditions, conditions stipulated in Bid and

Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तै/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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

---धन्यवाद/Thank You---

"CAMC OF TARGET SYSTEM FOR COMPOSITE INDOOR SHOOTING RANGE (CISR) AT REGIONAL HUB NSG MUMBAI WITH 06 MULTI FUNCATION TARGETS AND 02 NOS HORIZONTAL MOVING MULTI FUNCTION TARGETS AND ALL OTHER ITEMS

1. <u>EARNEST MONEY DEPOSIT (BID SECURITY)</u>:

- 1.1 EMD/Bid Security in form of Insurance Surety Bond, Fixed Deposit Receipt or an irrevocable Bank Guarantee drawn in favor of Sr. AO, Pay and Accounts Officer, National Security Guard payable at SBI R K Puram, IFS Code SBIN0001076 New Delhi is only acceptable.
- 1.2 Exemption from submission of EMD is applicable to the firms who possess a valid registration as micro or small unit under MSME/NSIC subject to production/submission of valid registration certificates for the manufacturing of subject equipment/stores.
- 1.3 Exemption from submission of EMD is available to firms registered as **Startup** firm with DPIIT subject to production/submission of valid certificates with bid documents.
- 1.4 Firms exempted from submission of EMD, are required to submit Bid Security Declaration as per Appendix-10 attached with this tender documents.
- 1.5 Bids submitted without original EMD or original EMD submitted after bid submission date or having validity less than the required as per tender or not equivalent to amount mentioned in this tender or not having valid registration under Micro & Small or startup enterprises for the tendered stores shall be rejected summarily.
- **1.6** No interest shall be payable by the purchaser on the Earnest Money deposited by the bidder.
- 1.7 The Earnest Money deposited is liable to be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender.
- 1.8 The EMD is liable to be forfeited if bidder fails produce sample equipment for technical evaluation and trial at the place & time whenever asked by the technical evaluation committee as prescribed in this tender.
- 1.9 The Earnest Money of the successful bidder shall be returned after the security deposit/Performance Security is furnished as per AT/Purchase order. If the successful bidder fails to furnish the Security Deposit as required in the contract within the stipulated period, the Earnest Money shall be forfeited by the purchaser.
- **1.10** Earnest Money of the unsuccessful bidder shall be returned after finalization of tender.

2. PERFORMANCE SECURITY:

- 2.1 All successful tenderers/Bidders against the Tender Enquiry/Bid irrespective of their registration status with MSME shall be required to furnish Performance Security Bond valid till two months beyond the expiry of the Warranty/Guarantee period.
- 2.2 The successful bidder will have to submit a Performance Guarantee equivalent to 5% of the Contract value or as mentioned in the purchase order, valid till two months beyond the expiry of the Warranty/Guarantee period.
- 2.3 Performance Security in the form of account Insurance Surety Bond, Fixed Deposit Receipt or an irrevocable Bank Guarantee drawn in favor of Sr. AO, Pay and Accounts Officer, National Security Guard payable at SBI R K Puram, IFS Code SBIN0001076 New Delhi is only acceptable.
- **2.4** The Performance Security will come into force from the date of acceptance of the stores/services after final inspection by the purchaser.
- 2.5 In case the Firm fails to deposit the required Performance Security by the date specified above, for any reason, Firm will commit breach of contract entitling the purchaser to cancel the contract at the risk and cost of the Firm to enforce recovery of the Security deposit prescribed with or without enforcing other rights under the contract resulting from breach thereof.
- 2.6 In case extension of delivery period is considered as granted by the purchaser for any reason, the Firm shall extend the validity of the Performance Security for the similar period.

3. WARRANTY: As per SLA.

- 3.1 <u>Minimum warranty period of tendered stores will be three (03) years from acceptance of store/equipment and this will be superseded the warranty specified in the QRs & TDs/Technical specifications published if any.</u>
- 3.2 Warranty will be comprehensive and will start from the date of final acceptance of store.
- 3.3 Bidders are allowed to offer warranty more than asked in this tender, however no extra weightage will be given against the other bidder who has offered minimum warranty as per tender.
- 3.4 If stores/part of stores which are found defective or damaged or unserviceable or degrade or performance is not reported as per QRs/TDs/Technical Specifications mentioned in this tender during the warranty period, seller will replace or repair the store in minimum time at consignee's location in India free of cost.
- 3.5 Unless specified in tender documents, by signing the bid document bidder hereby declares that the store offer in response to this tender shall be of best quality and brand new in all respects and shall be strictly in accordance with the specification contained in the contract.
- 3.6 Unless specified in tender documents, by signing the bid document bidder hereby declares that the store offer in response to this tender would continue

to perform as per Qualitative Requirements/Specifications published in this tender for a period of warranty from the date of final acceptance of store by buyer.

- 3.7 The decision of the purchaser in respect of performance evaluation of store under warranty shall be final and binding on the seller and the purchaser shall be entitled to call upon the seller to repair or replace the store within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on application made thereof by the seller. If seller fails to reinstate the performance of store as per contract then seller shall pay such compensation as may arise by reason of the breach of warranty therein contained.
- 4. Delivery Period: As per SLA.

5. TRAINING:

The bidder shall provide User level training to the buyer after successful acceptance of equipments of an appropriate duration or minimum one week training at the consignee's location as specified by the purchaser.

- 6. AMC, CAMC and SPARES PARTS: For 05 Years.
 - 6.1 The firm will provide frozen rate list of manufacturer's recommended list of spares (MRLS) covering 80% spares/parts or having 80% value of total cost of the equipment/stores valid for 05 years after the warranty period.

7. SUBMISSION OF THE PROPOSAL IN TWO BID SYSTEM:

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

- 7.1 <u>TECHNICAL BID</u>: The technical bid containing documents in sequence mentioned below **shall be uploaded on the GeM portal by the bidder**, bids without any of the following mentioned documents shall be liable to be rejected summarily.
 - **7.1.1 Appendix-1** Offer letter by bidder duly filled and prepared on bidder's letter head.
 - **7.1.2** Appendix-2 Undertaking by bidder on its letter head.
 - **7.1.3** Appendix-3 Compliance statement on bidder's letter head: Compliance status on each parameter of tender specification published shall be filled for the equipment offered by the bidder. Non-compliance to the any parameter of published specification will be a disqualification.
 - **7.1.4 Appendix-4** Complete details of Manufacturer/OEM, Distributor and Service provider as applicable to the bidder need to be filled in the appendix.
 - **7.1.5** Appendix-5 Form of Service Centre or Workshop for after sale support services.

- 7.1.6 Appendix-6 Past Performance Statement on bidder's letter head: Past performance only submitted in attached format will be accepted, past performance in any other format or attachment of copies of past supply order will not be accepted. No other documents need to be attached at this stage. In case bidder doesn't possess any past performance, bidder must explain the reason in the same format.
- **7.1.7 Appendix-7** Integrity Pact: Integrity Pact completed and signed by bidder and two witnessed of bidder shall be uploaded along with bid. Bids without submission or incomplete or without witnesses' signature on Pre-Integrity Pact shall be rejected.
- 7.1.8 Appendix-8 ECS Performa for e-payment: ECS mandate form duly completed in all aspect should be submitted by the bidder. Any wrong payment made due to wrong ECS form submitted, will be responsibility of the bidder.
- 7.1.9 Appendix-9 Proforma Bank Guarantee for furnishing Earnest Money (EMD).
- 7.1.10 Appendix-10 Proforma for Bid Security Declaration against EMD.
- 7.1.11 Appendix-11 Declaration for Minimum Local Content.
- **7.1.12 Appendix-12** 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 L1.
- 7.1.15 Letter quoting AMC and CAMC rates in percentage to the basic price of tendered store post warranty. This will not form the part of price evaluation for deciding L1.
- 7.1.16 Letter of authorization: Bidder participating in capacity of distributor or Indian system integrator shall upload the authorization certificate of foreign/Indian OEM/Manufacturer, failing which bid will be liable for rejection.
- **7.1.17 Detailed MoU** between foreign OEM/Manufacturer and distributor/system integrator if applying in distributor or System Integrator capacity.
- **7.1.18 ISO** or equivalent certificate of OEM/Manufacturer/bidder.
- **7.1.19 Incorporation Certificate** of bidder firm.
- 7.1.20 Valid Manufacturing license issued by DPIIT for manufacturing of defence equipment mentioned in Annexure I vide Press Note no. 1 (2019 Series) No-7(3)/2009-IP.Vol.IV, dated Jan 01, 2019 issued by Ministry of Commerce and Industry, Department of Industrial Policy and Promotion(DIPP).

- 7.1.21 Malicious Code Certificate should be submitted.
- **7.1.22** Copy of **GST registration** of firm.
- 7.1.23 Copy of PAN of bidder firm.
- 7.1.24 Last Three (03) years balance sheet or Income tax return of bidder firm.
- **7.1.25** Last Three (03) years balance sheet or Income tax return of bidder.
- 7.1.26 The technical literature of the tendered store offered by the bidder with respect to specification published in the tender. Don't enclosed technical document of other equipment or non-relevant documents.
- **7.1.27** Any other relevant information.
- 7.1.28 The technical bid in clear legible format with maintaining above mentioned sequence of documents be uploaded on GeM portal for considering an offer as responsive bid.
- **7.1.29** Quoting price of tender in technical bid will be a disqualification considering it an unresponsive bid.
- **7.1.30** Bidder shall strict to the format of the tender published and shall not upload unnecessary or non-relevant documents in the bid.

8. <u>TECHNICAL EVALUATION CUM TRIAL</u>: Not Applicable.

- 8.1 Only eligible firms whose bids are found responsive bid and completed in all respect as per tender enquiry published will be called for technical evaluation cum trial.
- 8.2 Bidders must read the tender conditions carefully specially specifications or QRs/TDs published with the tender before appearing for technical evaluation.
- 8.3 A Technical Evaluation Committee (TEC) will be constituted by purchaser for technical evaluation of technical bids.
- 8.4 The technical evaluation of technical bids and samples may include any one or more methods like conducting a functional demonstration, physical evaluation of the samples, detailed power point presentations, examination of all supporting documents and lab test certifications etc against the laid down conditions of tender enquiry and QRs/TDs published with this tender.
- 8.5 The purchaser reserves the right to decide upon the methodology or method of Technical Evaluation cum physical trial.
- 8.6 Technical evaluation will be conducted at Delhi NCR within 45 days (this can vary case to case basis) of opening of tender. Bidder should be ready with tender sample for Technical Evaluation Cum Trial on intimation of date from

- Technical Evaluation Committee. TEC reserves the right to change the date, time and place of technical evaluation as per merit.
- 8.7 Bidder is responsible to produce himself or his authorized representative with the sample equipment and other technical details of the tendered store for evaluation on the notified date; time and place as and when called by TEC on NO COST NO COMMITMENT basis.
- 8.8 If samples are to be imported for technical evaluation it is the bidder's responsibility to get it done in hand before the time limit specified in this tender. No assistance, except End User Certificate if necessary, and certificate that equipment has been called for trials by NSG in response to tender will be provided to the bidder if the exact format and formal request is uploaded with technical bid.
- **8.9** 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.
- **8.10** 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 material ground.
- 8.11 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.

9. FINAL INSPECTION OR ACCEPTANCE OR JRI OR LCR AT CONSIGNEE LOCATION: As Per SLA

- 9.1 Inspection Authority is Director General, NSG HQ, Mehram Nagar, Palam, and New Delhi-110037.
- **9.2** Inspection officer is an officer or a board of officers constituted by DG NSG for the purpose.
- 9.3 Final inspection will be carried out on receipt of goods at consignee location or the location mutually agreed by buyer and seller before accepting them. On receipt consignee location, seller should immediately request for schedule an inspection.
- **9.4** 100% of the equipment/store would be put through inspection during JRI before final inspection.
 - 9.5 The purchaser has the right to reject the goods on receipt during the final inspection on delivery even though the goods have already been inspected and cleared at the pre-dispatch stage by Procuring Entity's inspection officer if goods are not found as per contractual terms and conditions.
 - 9.6 Goods accepted by the purchaser at the initial and final inspections, in terms of the contract, shall in no way dilute the purchaser's right to reject them later, if found deficient in terms of the warranty clause of the contract.
 - 9.7 If any store is rejected in final inspection as not conforming to conditions of contract, the same lot must be replaced within 30 days before final acceptance. Alternatively at purchase's option if any payment has been made to the seller shall be refunded within 30 days from the date of issue of such notice of rejection.

10. TERMS OF DELIVERY & DISPATCH INSTRUCTIONS: As Per SLA

- 10.1 Free delivery to consignee location.
- 10.2 Delivery period will start from the date of issue of AT/Purchase order/Contract for indigenous store and from opening of Letter of credit for firm quoting directly where store is to be imported.
- 10.3 Only those bidders should apply to the bid who are agreed to delivery condition of this bid. Bids of firm's not agreeing to delivery condition will be termed as unresponsive bid and will be rejected summarily.
- 10.4 Delivery period will include successful acceptance on completion of JRI/final inspection at consignee location by NSG.
- 10.5 Firm should not deliver the store to consignee location beyond scheduled delivery period as per contract without obtaining prior sanction of purchaser. Store delivered beyond delivery scheduled as mentioned in contract, even if store have been received by the consignee, it would be at the risk and the cost of the seller as the supply may not be taken as contractually accepted.
- 10.6 Store must be delivered in one lot i.e. complete and final quantity for conducting of final inspection and acceptance.

11. 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:

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

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) OF ADVANCED TARGET SYSTEMS FOR EXISTING COMPOSITE INDOOR SHOOTING RANGE AT 26 SCG, NSG, MUMBAI FOR 01 YEAR.

Details of equipment earlier procured with following terms & conditions as under: -

S/No.	Particulars	Qty
(i)	Composite Indoor Shooting Range (CISR)	01 No
(ii)	Multi-Function Targets	06 Nos
(iii)	Horizontal moving Multi-Function Targets	02 Nos
(iv)	All other items	As per the QRs/TDs
(v)	Warranty Period	05 Years
(vi)	Equipment Vintage	05 Sept 2019
(vii)	Warranty Period Expired	05 Sept 2024
(viii)	Will vendor take CAMC after repair of the equipment or in the present condition?	As is where is basis mentioned in SLA
(ix)	Present condition of the equipment	Functional
(x)		10 years as per QRs/TDs for the year 2022

NOTE: -

Eligible and willing firms may carry out the inspection of installed equipment at Composite Indoor Shooting Range (CISR) at following address

Regional Hub, NSG Mumbai, Jogeshwari Vikhroli Link Road, Near IES School, Milind Nagar, Andheri East, Maharashtra – 400072 Mob- 6005656608

SERVICE LEVEL AGREEMENT (SLA)

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR ADVANCED TARGET SYSTEMS FOR EXISTING COMPOSITE INDOOR SHOOTING RANGE AT 26 SCG, NSG, MUMBAI

This contract is entered on2025 between President of India acting through Group Commander, 26 SCG, NSG, Mumbai who has been authorized by Govt. of India by Notification dated 9th Dec, 1988 and GSR dated 1st Feb,1996 within terms of Clause 1 of Article 299 of Constitution of India (herein after called "NSG" which expression, unless repugnant to or excluded by context, shall include its successor-in office and assigns) of the one part. AND
Mr (Manager (Admin)) of M/s hereinafter called
"Contractor", which expression unless repugnant to or excluded by context, shall include its legal representative, successors and assigns of the other part.
WHEREAS the NSG needs a Contractor who can undertake the work of repair and Maintenance of Advance Target System (06 Nos of Multi-Function Targets and 2 Nos of Horizontal Moving Multifunction Targets used on "As is where is basis" for Composite Indoor Shooting Range available at 26 SCG, NSG Mumbai, and after following the procurement as given in GFR, NSG proceeds to enter an CAMC with the above said contractor and both parties agree to undertake the said work upon following terms and conditions.
SPECIFIC CONDITIONS OF THE CONTRACT 1. Performance Bank Guarantee for CAMC. The entire CAMC period will be covered by Performance Bank Guarantee @3% of the CAMC value for years. The Performance Bank Guarantee/ Security deposit will be valid for three months (One quarter) beyond the date of expiry of CAMC period. After the expiry of the said period FD will be released.
PERIOD CONTRACT 2. The contract agreement will remain valid for one year (from 2025 to
2026) from the date of its execution.
VALUE OF CONTRACT AND PAYMENT TERMS 3. That, the NSG agrees to pay Rs (Rupees only) per annum plus service tax at the applicable rates (present rate 18%) after the successful completion of CAMC as per the Terms and Conditions mentioned within contract on quarterly basis. Installment amount of Rs (Rupees only) + 18% (Rs 1,69,198/-) Service Tax, a total of Rs including Service tax is to be paid after completion of each quarter.

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

- 5. That, at the time of making payment, after successful completion of CAMC, Contractor will forward the bill for arranging CAMC payment and the NSG will deduct TDS @2% + surcharge and IT @5% or whatever the instructions in the regards of the Govt at the time of making payment.
- 6. That, the maintenance contract shall include both corrective and preventive measures of all types by the Contractor in respect of the Advance Target Systems of 26, SCG NSG, Mumbai.

SERVICE AND MAINTENANCE

- 7. That, the maintenance contract shall include supply and replacement of all parts components, including software etc, by the contractor during the continuance of this contract. All the spares are to be supplied free of cost by the contractor. Failure to provide such stores, software etc, within reasonable time of 15 days from the date of lodging of complaint by the NSG with M/S ____ and failure to attend & rectify the defect/ repair of Advance Target Systems installed at 26 SCG NSG, Mumbai with the period of 72 hours from the time of notice of the default to the contractor over phone or E-mail will invite penal recovery @ 0.5% per week of CAMC charges annually on each occasion, calculated as per number weeks the Range is not fully functional, which will be deducted while making CAMC payment.
- 8. That, the contractor will maintain a book or record in which the entry of having given any service, the date and time thereof will be made and the same will be countersigned by the Group Commander or Officer appointed by him on his behalf.
- 9. That, the NSG shall permit contractor to have complete access to the system and provide necessary assistance to enable Contractor to meet its obligations under this contract.
- 10. That, the Contractor will assist NSG in transferring the whole set up to new place/location, in case the situation arises, and it will be done by Contractor on free of cost. However, if any such plan arises, Contractor will be informed well in advance for their necessary action by the NSG.
- 11. That, the essence of this contract is to ensure the satisfactory working conditions of Advance Target Systems round the clock. In order to ensure the same, it is the responsibility of Contractor to carry our all types of repairs, supply of anti-Virus Software, to provide replacement of peripherals etc. during the continuance of this agreement. The part(s) unserviceable removed from the system in this connection shall immediately become property of Contractor and the replaced part (s) fitted back in the equipment shall immediately become the property of NSG. The Contractor will ensure the supply and fitting of only genuine, new/ unused part (s) replacement. No substandard parts etc. will be accepted and it is the sole responsibility of the Contractor to ensure the same.
- 12. That, the maintenance services will normally be offered on all working days. In case of emergency, Contractor will render the services even on public holidays & Sundays.

- 13. That, the Contractor is not liable for loss of data through virus by un-authorized use of pirated software, if any by unauthorized persons. However, preventive maintenance/ repairs, supply of anti-virus software etc are the responsibility of Contractor and if there is any up gradation of software, the Contractor will do it for NSG during the continuance of the contract for which no extra payment will be paid by the NSG.
- 14. No part(s)/Component/subsystem of the CISR, defective or unserviceable shall be removed without prior permission of the user. Any defective or faulty part(s)/Component/subsystem removed from the CISR will be the property of contractor, however replaced parts fitted back in the equipment shall be the property of NSG. The Contractor will ensure the supply and fitting of only genuine, new/unused part(s) as replacement. The parts provided as replacement should be Genuine/ **OEM** recommended parts for make & model of equipment. No substandard parts etc. will be accepted and it is the sole responsibility of the Contractor to ensure the same. Where OEM parts are not used and OEM recommended parts are used, then it should be to the complete satisfaction of the user unit and a satisfaction certificate should be obtained by the Contractor from the User Unit. Parts for which OEM recommended replacements are used, the warranties as provided by OEM or Vendor shall be implemented in full and the contractor shall be responsible for all repairs/ replacements under the warranty, including the transport costs. A copy of warranty card of the spares shall be submitted with the user units, wherever applicable.
- 15. That, the standard of work shall always be to the utmost satisfaction of the authorized representative of the National Security Guard, 26 SCG NSG, Mumbai, whose decision in this regard shall be final and binding on the contractor. In the event of repeated failures to repair the system under this contract, National Security Guard, 26 SCG NSG, Mumbai may get the work done at the cost of the firm.
- 16. That, any liability arising out due to any default or negligence in providing or performance of the maintenance services shall be borne exclusively by the contractor who shall alone be responsible for the defect in rendering such services.
- 17. That, the workers employed by the contractor shall be issued security passes, the responsibility of returning the same to NSG authority shall rest with the contractor.
- 20. That, it is the responsibility of Contractor to train personnel of NSG for smooth functioning/ handling and maintenance of the Advance Target Systems without extra cost.

21. That, the NSG shall have liens and also reserve the right to retain and set off against any sums which may from time to time be due to and payable to the contractor hereunder for any claim which the NSG may have against the contractor under this or any other agreement.

INDEMNIFICATION OF DAMAGES/ LOSS

22. That, if as a result of any negligence or carelessness in repairing Advance Target Systems, NSG suffers any damages, the contractor will be fully responsible for the same and will be liable to pay the cost of such damages.

LABOUR LAWS

23. That, the Contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, the Contract Labour (Regulation and Abolition) Central Rules, 1971 and the Minimum Wages Act, 1948 as modified from time to time wherever applicable and shall also indemnify the NSG from and against any claims under the aforesaid Acts and Rules.

MALPRACTICES

24. That, in the event of any bribes, commission, gifts or advantage being given, promised or offered by or on behalf of the Contractor or any of his agent or servant or anyone else on his behalf to any officer, servant or representative of NSG or any member of family of any officer, servant or representative of NSG in relation to the obtaining or execution of this or any other agreement with the NSG, then the NSG shall without prejudice to their other rights and remedies be entitled, notwithstanding any criminal liability which the Contractor may incur, cancel this agreement and any other agreement entered into by the Contractor with the NSG and to recover from the Contractor any loss or damages resulting from any such cancellation. Any question or dispute as to the commission of any offence under this clause shall be decided by IG (HQ) of NSG in such manner as he shall think fit and sufficient and his decision shall be final and conclusive.

ARBITRATION

25. That, in the event of any question, dispute or differences whatsoever at any time arising under the conditions of the Agreement or any other manner under this Agreement or in way relating thereto or the true meaning or interpretation of any of the provisions thereto (except as to any matters for which the decision is specifically provided for in the condition of the Agreement), the same shall be referred to for decision to a sole Arbitrator who shall be the nominee of the Director General NSG, and the decision of the Arbitrator shall be final and binding on the both parties. It will not be objection that the Arbitrator is a Govt. servant and that he had to deal with the matters to which the contract relates or that in the course of his duties as Govt. servant he has expressed views on all or any of the matters in question, dispute or difference. In the event of the Arbitrator appointed by the Director General NSG lying, neglecting or refusing to act or resigning or being incapable or unable to act for any reason, whatsoever, it shall be lawful for the Director General NSG to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid. Arbitration and settlement of dispute shall be governed as per relevant rules of Govt. of India.

STAMP FEE

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

FORCE MAJEURE

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

CUSTODY OF AGREEMENT

28. That, the original copy of this agreement shall be kept at the office the HQ CTF, NSG, Manesar and a true copy of the same by the Contractor.

TERMINATION

29. That, if performance is found unsatisfactory, a notice shall be given to the Contractor with a request to improve performance within the desired period. However, if the performance is still not improved within the desired period, the contract will be terminated without making further reference. In case of termination of this agreement on any account, the Contractor will forward the bill for the period for which they carried out the maintenance successfully, as per agreed norms and NSG will make payment as early as possible.

NON-DISCLOSURE OF INFORMATION OF NSG

30. That, the Contractor or his employee will not divulge or disclose or discuss anything related to the modalities of training, operation etc. of NSG to any unauthorized person/ outsider, not only during the period of contract but even after this contract ceases.

OTHER TERMS AND CONDITIONS

- 31. That, the injury, accident to the person employed by the contractor shall be his sole responsibility and in no circumstances NSG will be liable to pay any compensation for any loss and no claim will be entertained.
- 32. That, the contractor shall he responsible for the conduct and behavior of its employees. If any employee of the contractor is found misbehaving with the supervising staff or any other staff members, NSG personnel the contractor shall terminate the services of such employee at his own risk and responsibility. The contractor shall issue necessary/instructions to is employees to act upon instructions given by the supervisory staff.
- 33. That, Police verification of the employee is the responsibility of the contractor. The same shall be renewed periodically.
- 34. That, under no conditions the contractor shall appoint any sub-ancillary firm for this purpose.

- 35. That, the contractor will be responsible for the replacement of infested plywood and re-installation of anti-ricochet panels on overhead hanging baffles.
- 36. That, Lead Control Test and Smoke Test are critically required to assess the air quality and effectiveness of ventilation system will be done by the contractor on regular basis.

Signature of Contractor & Address President of India Representative of firm Full Address For and on behalf of Group Commander

Signature of Witness with address.
1
2

APPENDIX-1

OFFER LETTER

(On letter head of bidder)

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

Dear Sir,		Dated:
1	/2025	

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

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

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

3	The f	following pa	iges have beei	n added to and t	form part of this tender.

a)	
a) b)	
c)	
ďλ	_

Yours faithfully,

SIGNATURE OF ONE WITNESS BIDDER

SIGNATURE OF

(Address of Witness) designation in firm

(Full name &

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

DECLARATION CERTIFICATE

(On letter head of firm)

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

SIGNATURE OF BIDDER

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

COMPLIANCE STATEMENT

(On letter head of bidder, Attach Extra Sheets if required)

a)	Name of Item	:
b)	OEM of Item	:
c)	Country of Origin	:
d)	Make/Model/Lot No.	:

e) Bidder to furnish compliance details on each Specification/parameter whether equipment offered is complying with Specification or otherwise as per proforma given below:-

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

(Address of Witness) designation in firm

(Full name &

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

		Name of suth spined Cinnerton, of Didden	
1.	a)		
	D)	Complete Address with Telephone, Fax, E-mail and Website Etc.	
2.	(Me ma OE Ma Ma	pacity in which applying in this bid ention any one of the following Indian nufacturer/ OEM, Foreign Manufacturer/ EM, Distributor of Indian nufacturer/OEM, Distributor of Foreign nufacturer/OEM, Indian System egrator or others)	
3.	+	DIAN MANUFACTURER/OEM	To be filled by all category of bidder, distributor and system integrator to file details of their manufacturer/OEM.
	a)	Name of Indian Manufacturer/OEM	details of their mandracture//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, Email and Website Etc.)(attach copy with bid)	
	3,	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)	

I)	Covered area & Open area of manufacturing facility in Sq ft
m)	Whether located at Govt authorized Industrial/commercial place (Yes/No)

COMPLETE DETAILS OF MANUFACTURER/OEM, DISTRIBUTOR AND SYSTEM

	n)	Details of Power connection load capacity and name Issued	
	0)	Functional departments of	
	-,	Manufacturing unit (details thereof)	
	p)	Details of Plant and Machinery	
	۵١	functioning in each department Make & model of main machine	
	q) r)	Date of purchase & commissioning	
		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	
		Details of PF & ESI registration (if any)	
	bb)	Whether tendered item is tested by any	
		National/International accredited Lab. (attach copy with bid)	
	cc)	Any criminal or civil court case against	
	••,	firm or owner or director/directors of the	
		firm (Write Yes/No). If yes, then furnish	
	INIE	complete details. DIAN DISTRIBUTOR OF INDIAN	Details to be formish by Indian distributor of
4.			Details to be furnish by Indian distributor of
	IVI 4	NUFACTURER/OFM	Indian manufacturer/OFM only
		NUFACTURER/OEM Name of Indian distributor	Indian manufacturer/OEM only
	a)	Name of Indian distributor	Indian manufacturer/OEM only
	a)		Indian manufacturer/OEM only
	a)	Name of Indian distributor Complete Address with Telephone, Fax, E-mail and Website Etc. Name & Designation of Contact Person	Indian manufacturer/OEM only
	a) b)	Name of Indian distributor Complete Address with Telephone, Fax, E-mail and Website Etc. Name & Designation of Contact Person (Complete office Address with	Indian manufacturer/OEM only
	a) b)	Name of Indian distributor Complete Address with Telephone, Fax, E-mail and Website Etc. Name & Designation of Contact Person	Indian manufacturer/OEM only
	a) b) c)	Name of Indian distributor Complete Address with Telephone, Fax, E-mail and Website Etc. Name & Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail) Factory/Plant details of Indian distributor	Indian manufacturer/OEM only
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	a) b) c)	Name of Indian distributor Complete Address with Telephone, Fax, E-mail and Website Etc. Name & Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail) Factory/Plant details of Indian distributor (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.)	Indian manufacturer/OEM only
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	a) b) c)	Name of Indian distributor Complete Address with Telephone, Fax, E-mail and Website Etc. Name & Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail) Factory/Plant details of Indian distributor (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.)	Indian manufacturer/OEM only
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	a) b) c) d)	Name of Indian distributor Complete Address with Telephone, Fax, E-mail and Website Etc. Name & Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail) Factory/Plant details of Indian distributor (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.) Clarify nature of firm whether Proprietary Firm, Pvt Firm, Public firm, LLC, partnership firm etc. (attach supporting documents) Industrial License/ Permit number along with details of issuing agency (Complete	Indian manufacturer/OEM only
	a) b) c) d)	Name of Indian distributor Complete Address with Telephone, Fax, E-mail and Website Etc. Name & Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail) Factory/Plant details of Indian distributor (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.) Clarify nature of firm whether Proprietary Firm, Pvt Firm, Public firm, LLC, partnership firm etc. (attach supporting documents) Industrial License/ Permit number along with details of issuing agency (Complete Address with Telephone, Mobile, Fax, E-	Indian manufacturer/OEM only
	a) b) c) d)	Name of Indian distributor Complete Address with Telephone, Fax, E-mail and Website Etc. Name & Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail) Factory/Plant details of Indian distributor (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.) Clarify nature of firm whether Proprietary Firm, Pvt Firm, Public firm, LLC, partnership firm etc. (attach supporting documents) Industrial License/ Permit number along with details of issuing agency (Complete	Indian manufacturer/OEM only
	a) b) c) d)	Name of Indian distributor Complete Address with Telephone, Fax, E-mail and Website Etc. Name & Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail) Factory/Plant details of Indian distributor (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.) Clarify nature of firm whether Proprietary Firm, Pvt Firm, Public firm, LLC, partnership firm etc. (attach supporting documents) 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) Furnish Income Tax assessment office	Indian manufacturer/OEM only
	a) b) c) d) e)	Name of Indian distributor Complete Address with Telephone, Fax, E-mail and Website Etc. Name & Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail) Factory/Plant details of Indian distributor (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.) Clarify nature of firm whether Proprietary Firm, Pvt Firm, Public firm, LLC, partnership firm etc. (attach supporting documents) 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) Furnish Income Tax assessment office address contact details like Income Tax	Indian manufacturer/OEM only
	a) b) c) d) e)	Name of Indian distributor Complete Address with Telephone, Fax, E-mail and Website Etc. Name & Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail) Factory/Plant details of Indian distributor (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.) Clarify nature of firm whether Proprietary Firm, Pvt Firm, Public firm, LLC, partnership firm etc. (attach supporting documents) 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) Furnish Income Tax assessment office address contact details like Income Tax clearance certificate/ PAN) (attach copy	Indian manufacturer/OEM only
	a) b) c) d) e)	Name of Indian distributor Complete Address with Telephone, Fax, E-mail and Website Etc. Name & Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail) Factory/Plant details of Indian distributor (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.) Clarify nature of firm whether Proprietary Firm, Pvt Firm, Public firm, LLC, partnership firm etc. (attach supporting documents) 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) Furnish Income Tax assessment office address contact details like Income Tax clearance certificate/ PAN) (attach copy with bid)	Indian manufacturer/OEM only
	a) b) c) d) e)	Name of Indian distributor Complete Address with Telephone, Fax, E-mail and Website Etc. Name & Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail) Factory/Plant details of Indian distributor (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.) Clarify nature of firm whether Proprietary Firm, Pvt Firm, Public firm, LLC, partnership firm etc. (attach supporting documents) 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) Furnish Income Tax assessment office address contact details like Income Tax clearance certificate/ PAN) (attach copy with bid) Furnish the details of Industrial Tax	Indian manufacturer/OEM only
	a) b) c) d) e)	Name of Indian distributor Complete Address with Telephone, Fax, E-mail and Website Etc. Name & Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail) Factory/Plant details of Indian distributor (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.) Clarify nature of firm whether Proprietary Firm, Pvt Firm, Public firm, LLC, partnership firm etc. (attach supporting documents) 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) Furnish Income Tax assessment office address contact details like Income Tax clearance certificate/ PAN) (attach copy with bid)	Indian manufacturer/OEM only
	a) b) c) d) e)	Name of Indian distributor Complete Address with Telephone, Fax, E-mail and Website Etc. Name & Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail) Factory/Plant details of Indian distributor (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.) Clarify nature of firm whether Proprietary Firm, Pvt Firm, Public firm, LLC, partnership firm etc. (attach supporting documents) 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) Furnish Income Tax assessment office address contact details like Income Tax clearance certificate/ PAN) (attach copy with bid) Furnish the details of Industrial Tax registration i.e. GST/ Excise/VAT etc.	Indian manufacturer/OEM only

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 evidence for the same)	
	I)	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	
		Number of Skilled worker employed in order to provide after sale support	
		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 (<i>Write Yes/No</i>). If yes, then furnish complete details.	
5.		TAILS TO BE FURNISH BY INDIAN STEM INTEGRATOR ONLY	Details to be furnish by Indian system integrator only
		Name of Indian System Integrator	,
	b)	Complete Address with Telephone, Fax, E-mail and Website Etc.	
	c)	Name & Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail)	
	d)	Factory/Plant details of Indian System Integrator (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.)	
	e)	Clarify nature of firm whether Proprietary Firm, Pvt firm, Public firm, LLC, partnership firm etc. (attach supporting documents)	
	f)	Industrial License/ Permit number along with details of issuing agency (Complete Address with Telephone, Mobile, Fax, Email 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	

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)	
U)	Details of Plant, tools and Machinery	
٠,	functioning in each department	
n)	Details of machinery for quality control	
Ρ/	products (such as laboratory etc.)	
q)	Details of materials, components, parts	
4/	etc which are to be imported by the firm	
	for tendered store	
r)	Value of Indigenous component in	
٠,	percentage (%) of the complete	
	tendered store	
6/	Value of Import component in	
3)	percentage (%) of the complete	
	tendered store	
t)	Maximum no of workers employed on	
٠,	any day during the 18 months preceding	
	the date of application	
	Number of Skilled/technical worker	
u)	employed	
	Un-skilled worker employed	
v)	· · · · · · · · · · · · · · · · · · ·	
	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.	
	nether Micro, Small or Startup	
	terprises? (Yes/No) (Attach certificate	
wit	th 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)	
<i>-)</i>	1 0114 01 04 3 101 0 13 00 V C 1 CU (1 C3/110)	

Declaration:

 I/we hereby certify that details provided above are true and correct to the best of my/our knowledge and belief. I understand that purchaser is authorized to verify above details by any possible mean available. 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.

SIGNATURE OF ONE WITNESS BIDDER

SIGNATURE OF

(Address of Witness) in firm

(Full name & designation

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

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

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

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

PERFORMANCE STATEMENT

(On letter head of bidder)

Name of Bidder:	

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

Note:-

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

SIGNATURE OF BIDDER

(Full name & designation in firm

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

APPENDIX-7

Annexure 30: Integrity Pact Format

(Refer para 3.3-2) INTEGRITY PACT Between

NSG hereinafter referred to as "The Principal," and M/s..______hereinafter referred to as "The Bidder/ Contractor."

Preamble

The Principal intends to award contract/s for ________, under laid down organisational procedures, The Principal values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness / transparency in its relations with its Bidder(s) and / or Contractor(s). To achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the abovementioned principles.

Section 1 – Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - (a) No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal shall treat all Bidder(s) with equity and reason during the tender process. The Principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
- (c) The Principal shall exclude from the process all known persons having conflict of interest.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- 1) The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits themselves to observe the following principles during participation in the tender process and the contract execution.
 - (a) The Bidder(s)/ Contractor(s) shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.
 - (b) The Bidder(s)/ Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies in particular to prices, specifications, certifications, subsidiary contracts,

- submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the tender process.
- (c) The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant IPC/PC Act; further, the Bidder(s)/ Contractor(s) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers," shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative must be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed on Annex hereto.
- (e) The Bidder(s)/ Contractor(s) shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
- (f) Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision.
- 2) The Bidder(s)/ Contractor(s) shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from the tender process and exclusion from future contracts If the Bidder(s)/Contractor(s), before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes of the Government of India.

Section 4 – Compensation for Damages

- 1) If the Principal has disqualified the Bidder(s) from the tender process before the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes an incorrect statement on this subject, the Principal shall act like para 2) of Section 4 above.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

In the case of Sub-contracting, the Principal Contractor shall take responsibility for adopting the Integrity Pact by the Sub-contractor.

- (a) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (b) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor, or Subcontractor, or of an employee or a representative or an allied firm of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

- 1) The Principal shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review, independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. They report to the Management of the Principal.
- 3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Subcontractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest.' In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal and recuse themselves from that case.
- 5) The Principal shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action or other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

- 7) The Monitor shall submit a written report to the Management of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Management of the Principal a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Management of the Principal has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged / determined by the Management of the Principal.

Section 10 - Other provisions

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.
- 2) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement according to their original intentions.
- 5) Issues like Warranty / Guarantee, etc., shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Annex, the Clause in the Integrity Pact shall prevail.

(For & On behalf of the Principal) (Office Seal)	(For and on behalf of Bidder/Contractor) (Office Seal)
Place Date	
Witness 1:	Witness 2:
(Name & Address	(Name & Address)

SIGNATURE OF BIDDER

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

ELECTRONIC CLEARING SERVICE FORM FOR PAYMENTS

(On letter head of bidder)

A. DETAILS OF ACCOUNT HOLDER/BEN	IEFICIARY
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. <u>DATE OF EFFECT –</u>	
I hereby declare that the particulars gi transaction is delayed, or not effected at all for re I would not hold the buyer responsible. I have discharge responsibility expected of me as a pa	read the option Invitation letter and agree to
Date:	
()	Signature of
Customer (CANCELLED CHEQUE MUST BE ATTACHE)	0)
Certified that the particulars furnished above are	e correct as per our records.
(Bank's Stamp)	
() Date: from the Bank	Signature of the Authorized Official

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

PROFORMA FOR BANK GUARANTEE FOR SUBMITTING EARNEST MONEY

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

Bank Guarar						D	ated	
:/2	2025							
Natio Mehr	Pay & Acco nal Securit am Nagar, Delhi-11003	y Guard, Palam,	er,					
Dear Sir,								
In ad M/S_ following Dire	ectors on the			here	inafter calle	ed the	bidder	with the
1.				2.				
3.				4.				
5.				6.				
Wish to	particip	ate in	the	said	Tender	for	the	supply
against Earne valid for 45 c submitted he undertakes c immediately recourse, if :-	est Money for days beyondereby as a during the a pay, on	or a sum of d the final condition bove said demand	bid/offer value for the particle of 4 by PAO,	alidity pe articipatior 45 days I NSG	riod of Tend n, this bank beyond the f (MHA) in	in w er viz hereby final bid writing	vords an guaran validity the ar	nd figures)is ntees and period to mount of
i)		litions the			modifies the he previous			
ii)			s the said	Tender w	ithin offer va	lidity as	mentior	ned in this
iii)	security d	eposit imp		ie perforn	Tender, fails nance of the ntract.			
iv)	The bidde	r has faile	d to presen	t and plac	ce their equip loard of offic			
The 0 further exten period on rewhose behalt	sion to this eceiving ins	guarantee tructions	is required from M/S	l; the san		xtended	to such	n required

Date:	Signature Printed name:
Place:	
Witness	(Designation) (Bank's Common Seal)

APPENDIX - 10

Datad :	1	12025
Dated :	/	/2025

$\frac{\text{PROFORMA FOR BID SECURITY DECLARATION FOR THE FIRMS EXEMPTED FOR}{\text{EMD}}$

(On letter hea	ad of Bidder <mark>)</mark>
To The Director General, National Security Guard, Mehram Nagar, Palam, New Delhi-110037(India)	
Directors on their Board of Directors/partners of the firm: -	ereinafter called the bidder with the following
1.	2.
3.	4.
5.	6.
except with the previous written consent of ii. Withdraws the said Tender within offer valid iii. Having not withdrawn the Tender, fails to fu performance of the contract within the perio iv. Fails to present and place their equipmen before the board of officer as per condition	od for effecting the clause without any reservation of the terms and conditions thereof the purchaser. dity as mentioned in this tender. In the contract security deposit imposed for due to provided in the General conditions of contract. It for during technical evaluation of bid & samples of this tender.
	Yours faithfully
SIGNATURE OF ONE WITNESS (Address of Witness)	SIGNATURE OF BIDDER (Full name & designation in firm Complete address and contact details Including fax, email and phone/mobile number

(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.

ISS	SUED BY: (Procur	ement Authori	ty / Name	of Institution	on):	
of		S/o,		W/o,	herel	Resident
aff	rm and declare,	, in my capa	acity as		herel	of
		name of bidd).	er entity)	the followin	ng:	
1.	(Preference to M India issued vide	lake in India) 0 Notification 18, 29/05/201	Order, 201 No:P-450 9, 04/06	17 (<i>hereina</i> 21/2/2017	onditions of the Public I offer PPP-MII order) of Go -BE-II dated 15/06/2017 I 16.09.2020 and any	overnment of , its revision
2.	That the informat and I/We underta other Government	ion furnished hake to produce ent authority vorks supplied	nereinafte relevant r for the by me/us	ecords before of the purpose of the second s	to the best of my knowled ore the procuring entity i.e of assessing the local	NSG or any content of
3.	been verified by that the goods/se	me and I am re ervices/works <i>Equipment/Item</i>	esponsibl supplied l	e for the co by me for	te the said goods/service prrectness of the claims m ne 'Minimum Local Conter	nade therein. <i>(Enter</i>
4.	made		by	_	he 'Minimum Local Conte me	at
	details of the loca				nade)	
	That in the even found to be inco based on the ass purpose of asses PPP-MII order an	nt of the local prrect and not sessment of p ssing the local and provisions o	content o meeting rocuring a content, of the Inte	f the good: the prescri agency i.e. action shal grity pact/ E	s/services/works mention bed Minimum Local Cor NSG/Government Authout the taken against me in Bidding Documents.	ntent criteria, prities for the line with the
6.					e Company's record for a o any statutory authority.	period of 8

7. The details of local content are furnished below:

S	Description	Details to be provided by bidder
No		
	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	
	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	
х.	Percentage of tax	

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

CHECK LIST FOR BIDDERS

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

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

28.	Price bid in BoQ format has been uploaded
29.	Compliance to Buyer Added Additional Terms & Conditions of Buyer/Contract certificate has been submitted by bidder in firm letter head.
30.	Any other relevant information. The technical bid is in clear legible format with maintaining above mentioned sequence of documents be uploaded on GeM portal for considering an offer as responsive bid.

SIGNATURE OF BIDDER

(Full name & designation of firm, Complete address and co