

बिड दस्तावेज़ / Bid Document

| बिड विवरण / Bid Details | |
|---|---|
| बिड बंद होने की तारीख/समय / Bid End Date/Time | 27-12-2025 16:00:00 |
| बिड खुलने की तारीख/समय / Bid Opening Date/Time | 27-12-2025 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 MINI REMOTELY OPERATED VEHICLE |
| समान श्रेणी / Similar Category | <ul style="list-style-type: none"> Customized AMC/CMC for Pre-owned Products |
| अनुबंध अवधि / Contract Period | 3 Year(s) 2 Day(s) |
| बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years) | 285 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 टर्नओवर 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 विवरण/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 documents uploaded by bidders to all bidders participated in bid? | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in) |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड 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 |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count | 1 |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled | Yes |
| रिवर्स नीलामी योग्यता नियम/RA Qualification Rule | H1-Highest Priced Bid Elimination |
| बिड 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 बिड मूल्य /Estimated Bid Value | 56860808 |
| 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 | Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts |
| सुलह खंड/Mediation Clause | Yes (Mediation clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and pre-litigation mediation can be taken up without any such clause also |

ईएमडी विवरण/EMD Detail

| | |
|-----------------------------|---------------------|
| एडवाइजरी बैंक/Advisory Bank | State Bank of India |
| ईएमडी राशि/EMD Amount | 1137000 |

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). | 38 |

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज 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 security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Sr AO
HQ NSG, NEAR T1, MEHRAM NAGAR, PALAM, NEW DELHI 110037
(Pao Nsg Hq)

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

एमआईआई अनुपालन/MII Compliance

| | |
|-------------------------------|-----|
| एमआईआई अनुपालन/MII Compliance | Yes |
|-------------------------------|-----|

एमएसई खरीद वरीयता/MSE Purchase Preference

| | |
|--|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference | Yes |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$ | 15 |

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 on-line 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

GEM Availability Report (GAR):[1763114658.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1763114767.pdf](#)

Instruction To Bidder:[1763115087.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1763115096.pdf](#)

Introduction about the project /services being proposed for procurement using custom bid functionality:[1763115404.pdf](#)

Scope of Work:[1763115425.pdf](#)

Payment Terms:[1763115434.pdf](#)

Penalties:[1763115442.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1763115457.pdf](#)

Pre Bid Detail(s)

| मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time | प्री-बिड स्थान/Pre-Bid Venue |
|---|--|
| 12-12-2025 12:00:00 | CONFERENCE HALL, NSG HQ, NEAR T1, MEHRAM NAGAR, PALAM, NEW DELHI |

Custom Bid For Services - CAMC OF MINI REMOTELY OPERATED VEHICLE (1)

तकनीकी विशिष्टियाँ /Technical Specifications

| विवरण/ Specification | मूल्य/ Values |
|--|--|
| कोर / Core | |
| Description /Nomenclature of Service Proposed for procurement using custom bid functionality | CAMC OF MINI REMOTELY OPERATED VEHICLE |
| Regulatory/ Statutory Compliance of Service | YES |
| Compliance of Service to SOW, STC, SLA etc | YES |
| एडऑन /Addon(s) | |

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

| | |
|--|----|
| क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer | No |
|--|----|

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

| क्र.सं./S.N o. | प्रेषिती/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 | Digvijay Singh Devada | 122051,National Security Guards, Manesar | 1 | N/A |

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/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

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

AS PER SLA
AS PER SLA
AS PER SLA
AS PER SLA
AS PER SLA
.

3. 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.

4. 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.

5. 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](#)

6. Generic

Consortium: In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

7. Generic

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

7

Shelf Life. On the date of supply, minimum

7

usable shelf life should be available / balance.

8. **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.

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.](#)

13. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

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

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

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

14. **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

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 [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the [सामान्य नियम और शर्तें/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 शर्तें/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 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---

BUYER ADDED ADDITIONAL TERMS & CONDITIONS

FOR SERVICES OF “COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) OF “MINI REMOTELY OPERATED VEHICLES” FOR 03 YEARS, QTY – 09 NOS AVAILABLE AT PAN INDIA LOCATIONS OF NSG I.E. (i) BD UNIT, NSG, MANESAR – 04 NOS (ii) 26 SCG, NSG, MUMBAI – 01 NO (iii) 27 SCG, NSG, CHENNAI – 01 NO (iv) 28 SCG, NSG HYDERABAD – 01 NO (v) 29 SCG, NSG, KOLKATA – 01 NO (vi) 30 SCG, NSG, GANDHINAGAR – 01 NO

1. EARNEST MONEY DEPOSIT (BID SECURITY):

- 1.1** EMD/Bid Security in form of Insurance Surety Bond, Fixed Deposit Receipt or an irrevocable Bank Guarantee drawn in favor of **Sr. AO, Pay and Accounts Officer, National Security Guard payable at SBI R K Puram, IFS Code – SBIN0001076 New Delhi** is only acceptable.
- 1.2** Exemption from submission of EMD is applicable to the firms who possess a valid registration as **micro or small unit under MSME/NSIC subject to production/submission of valid registration certificates for the manufacturing of subject equipment/stores.**
- 1.3** Exemption from submission of EMD is available to firms registered as **Startup firm with DPIIT subject to production/submission of valid certificates with bid documents.**
- 1.4** **Firms exempted from submission of EMD, are required to submit Bid Security Declaration as per Appendix-10 attached with 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. **CRITERIA FOR EXPERIENCE AND PAST PERFORMANCE**

1. The bidder must have at least three (03) years' experience (ending month of March prior to the bid opening) of providing similar types of services to Central/State Government/PSUs/Nationalized Banks/Reputed Organizations. Services rendered with a list of such Central/State/PSUs/Nationalized Banks with duration of service shall be furnished.
2. The bidder must have successfully executed/completed similar services (definition of similar services" are mentioned below) over the last three (03) financial years previous to the current financial year: -
 - (i) Three (03) similar completed services with annualized value not less than the amount equal to 40% (twenty percent) of the estimated annualized cost; or
 - (ii) Two (02) similar completed services with annualized value not less than the amount equal to 50% (thirty percent) of the estimated annualized cost; or
 - (iii) One similar completed service with annualized value not less than the amount equal to 80% (forty percent) of the estimated annualized cost.
3. Similar services will include repair/maintenance/AMC/CAMC of Autonomous Underwater Vehicle (AUV), Unmanned Underwater Vehicle/ Hybrid ROV/AUV:, or any equipment which is involved in Mini ROV.
4. **Relaxation for Start-up/MSEs:** As per the GeM GTC and Manual of Procurement for Non-Consultancy services 2025.

4. **WARRANTY:** As per Service Level Agreement (SLA).

- 4.1 ~~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.~~
- 4.2 ~~Warranty will be comprehensive and will start from the date of final acceptance of store.~~
- 4.3 ~~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.~~
- 4.4 ~~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.~~
- 4.5 ~~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.~~
- 4.6 ~~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.~~
- 4.7 ~~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.~~

5. **Delivery Period:** As per Service Level Agreement (SLA).

6. **TRAINING:** As per Service Level Agreement (SLA).

~~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.~~

7. **AMC, CAMC and SPARES PARTS:** For 03 Years, as per Service Level Agreement (SLA).

- 7.1 ~~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.~~

8. 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:

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

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

8.1.2 Appendix-2 Undertaking by bidder on its letter head.

8.1.3 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.

8.1.4 Appendix-4 Complete details of Manufacturer/OEM, Distributor and System Integrator as applicable to the bidder need to be filled in the appendix. Distributor and System Integrator shall fill details of its OEM/Manufacturer. Leaving blank any column will be reason for rejection of bid.

8.1.5 Appendix-5 Form of Service Centre or Workshop for after sale support services.

8.1.6 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.

8.1.7 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.

8.1.8 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.

8.1.9 Appendix-9 Proforma Bank Guarantee for furnishing Earnest Money (EMD).

8.1.10 Appendix-10 Proforma for Bid Security Declaration against EMD.

8.1.11 Appendix-11 Declaration for Minimum Local Content.

8.1.12 Appendix-12 Bidder to check the documents required to be attached with the technical bid.

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

8.1.14 List of **price frozen manufacturer recommended list of spares**. This will not form the part of price evaluation for deciding L1.

8.1.15 ~~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.~~

8.1.16 Letter of authorization: Wherever authorized Distributors/service providers are submitting the bid, Authorization 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.

8.1.17 Detailed MoU between foreign OEM/Manufacturer/service provider and Indian distributor/system integrator/ service provider if applying in distributor or System Integrator capacity/ service provider .

8.1.18 BIS/ISO or equivalent certificate of OEM/Manufacturer.

8.1.19 Incorporation Certificate.

- 8.1.20 ~~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).~~
- 8.1.21 **Malicious Code Certificate** should be submitted.
- 8.1.22 Copy of **GST registration** of firm.
- 8.1.23 Copy of **PAN of bidder** firm.
- 8.1.24 **Last Three (03) years balance sheet** or Income tax return of bidder firm.
- 8.1.25 **Last Three (03) years balance sheet** or Income tax return of OEM in case of bidder participating in the capacity of System Integrator/Distributor of Manufacturer/OEM.
- 8.1.26 **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 equipments or non-relevant documents.
- 8.1.27 Any other relevant information.
- 8.1.28 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.
- 8.1.29 Quoting price of tender in technical bid will be a disqualification considering it an unresponsive bid.
- 8.1.30 Bidder shall strict to the format of the tender published and shall not upload unnecessary or non-relevant documents in the bid.

11. All the terms and conditions as per Service Level Agreement (SLA).

NOTE:-

1. Eligible and willing firms may carry out the inspection of installed equipment at pan India locations of NSG before the submission of bid for CAMC of the subject equipment:-

| | | | |
|-------|--------------------------|---|--------|
| (i) | BD Unit, NSG, Manesar | - | 04 Nos |
| (ii) | 26 SCG, NSG, Mumbai | - | 01 No |
| (iii) | 27 SCG, NSG, Chennai | - | 01 No |
| (iv) | 28 SCG, NSG, Hyderabad | - | 01 No |
| (v) | 29 SCG, NSG, Kolkata | - | 01 No |
| (vi) | 30 SCG, NSG, Gandhinagar | - | 01 No |
2. Window for Inspection – (06 DEC 2025 to 11 DEC 2025)
3. **Inspection time : 1000 Hrs to 1600 Hrs except Sunday.**
4. **Contact Person : Maj Rajeshwar, BD Unit, NSG, Manesar, Mobile - 9996195443**

SCHEDULE OF REQUIREMENT

| S/No. | Name of Eqpt/Items | Qty Required |
|--------------|---|---------------------|
| 1. | Comprehensive Annual Maintenance Contract (CAMC) for “Mini Remotely Operated Vehicles” for three (03) years at following locations of NSG (i) BD Unit, NSG, Manesar - 04 Nos (ii) 26 SCG, NSG, Mumbai – 01 No (iii) 27 SCG, NSG, Chennai – 01 No (iv) 28 SCG, NSG, Hyderabad - 01 No (v) 29 SCG, NSG, Kolkata – 01 No (vi) 30 SCG, NSG, Gandhinagar – 01 No | 09 Nos |
| 2. | Accessories: As per list attached with SLA | |
| 3. | Training: - As per SLA | |

**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR Qty-09 NOS MINI
ROV CALIBER T5**

This contract is entered on _____ day of _____ month 2025 year between President of India acting through the Dy. Force Commander, CTF who has been authorized by Govt. of India by notification dated 9th Dec, 1988 and GSR 585, dated 1st Feb, 1996 within the terms of Clause 1 of Article 299 of constitution of India, "the first party" (herein after called "NSG" which expression, unless repugnant to or excluded by context, shall include its successor and assigns) of the one part.

AND

M/s _____ and registered office at _____ through Mr _____, Sales Manager of the firm who has been duly authorized by the Company vide authority No _____ 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 Contractor has agreed with the NSG for the performance of the work "repair and maintenance of quantity 02+07= 09 Mini ROV Model Caliber T5 used by BD Unit, NSG, Manesar, Haryana and outside Delhi/NCR (all Regional Hubs) on behalf of HQ NSG, New Delhi and after following the procurement procedure as given in GFR, NSG proceeds to enter into an CAMC with the above said contractor and both parties agrees to undertake the said work upon following Terms and Conditions.

All the Mini ROVs to be taken into CAMC on 'As is where is basis'. However, Competent Authority may order to transfer/ shift the equipment to any other NSG Establishment/ unit on operational requirement. However, the present details of Mini ROV are as under :-

| Sl | Mini ROV (Regn No.) | Unit |
|-----|---------------------|------------------------|
| (1) | CAL-2244 | BD Unit, NSG, Manesar |
| (2) | CAL-2342 | BD Unit, NSG, Manesar |
| (3) | CAL-2253 | BD Unit, NSG, Manesar |
| (4) | CAL-2356 | BD Unit, NSG, Manesar |
| (5) | CAL-2243 | 26 SCG, NSG, Mumbai |
| (6) | CAL-2252 | 29 SCG, NSG, Kolkata |
| (7) | CAL-2341 | 28 SCG, NSG, Hyderabad |
| (8) | CAL-2357 | 27 SCG, NSG, Chennai |
| (9) | CAL-2358 | 30 SCG, NSG, Ahmedabad |

PERIOD OF CONTRACT

1. This contract agreement will remain valid w.e.f. _____ to _____ for _____ year from the date of its execution.

VALUE OF CONTRACT AND PAYMENT TERMS

2. That, the NSG agrees to pay Rs. _____ including all taxes and charges only per annum including Goods and services Tax (GST) at the applicable rates after the successful completion of CAMC as per the Terms and Conditions mentioned within contract on Half Yearly basis. Installment amount of Rs. _____ (Rupees _____ only) including GST is to be paid after completion of every six month.

3. That, the Customer agrees to pay the value of CAMC for Qty-09 Nos Mini ROV as specified and provided below :-

| Year | CAMC value |
|--------------------------------|------------|
| 1 st | _____ |
| 2 nd | _____ |
| 3 rd | _____ |
| Total amt for 3 years Rs _____ | |

- 4.(a) **First Half Yearly Payment** - The contractor will submit an invoice to NSG for 50% of the contract cost of CAMC upon expiration of the six months from the date of the contract. NSG will make the payment against the invoice within 45-60 days from the date of receipt of invoice.

- (b) **Second Half Yearly Payment** - The contractor will, upon expiration of 12 months from the date of execution submit the bill for the remaining 50% of the contract cost of CAMC, provided that the maintenance has been successfully carried out as per the agreed norms mentioned within the agreement. NSG will make payment against this invoice within 45-60 days from the date of receipt of invoice.

- (c) That, similarly, payment of 3, 4, 5, & 6 Half Yearly Payment will be make to the firm after every successful completion of Half Year Period and complying the terms mentioned at Para 4(a & b) above.

5. That, at the time of making payment, Contractor will forward the Bill/invoice for arranging AMC payment and the NSG will deduct TDS @ 2% plus surcharge as IT @ 5% or whatever the instructions in the regards of the Govt. at the time of making payment.

6. That, the contractor will submit the Performance Bank Guarantee of 5% of annual contract value excluding taxes to the NSG.

SERVICE AND MAINTENANCE

7. That, 'Services' shall mean the following services to be rendered by Contractor in connection with the quantity 09 x Mini ROV Caliber T5 held with BD Unit, NSG, Manesar and other Regional Hubs at their respective locations: -

(a) That, bi **Annual inspection** of Mini ROV Caliber T5 for all qty 09 x Mini ROV Caliber T5 will be done at BD Unit, NSG, Manesar and Delhi/NCR (All Regional Hubs) at their respective.

(b) That, annual product operational and safety training.

(c) That, **repair of defective Mini ROV Caliber T5. The CAMC should including wear & tear occurred during training & operational employment of the equipment.**

(d) That, **comprehensive maintenance to including all consumables & expendables. The items to be replaced or repaired as part of CAMC.**

(e) That, minor repairs (if possible) for all quantity 09 x Mini ROV Caliber T5 will be done at BD Unit, NSG, Manesar and outside Delhi/NCR (All Regional Hubs).

(f) That, if faults are major, the repair will be done at **contractor service center at _____** as Special Sophisticated test equipment and jigs are required for repairs which are not possible to carry out at site. Transportation cost to our service center _____ will be borne by the user outside Delhi/NCR (All regional hubs).

(g) That, maintenance contract shall include both corrective and preventive measures of all types by the Contractor in respect of the quantity 09 x Mini ROV Caliber T5.

(h) That, maintenance contract shall include for ensuring that the quantity 09 x Mini ROV Caliber T5 of BD Unit, NSG Manesar and outside Delhi/NCR (all NSG Regional Hubs) at their respective locations to be in working condition during the term and validity of this Agreement.

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 same will be countersigned by the Dy. Force Commander, CTF or Officer appointed by him on his behalf.

9. That, the NSG shall permit Contractor to have complete access to the product and provide necessary assistance to enable Contractor to meet its obligations under this contract.

10. That, the essence of this contract is to ensure the satisfactory working condition of quantity 09 x Mini ROV Caliber T5 round the clock. In order to ensure the same, it is the responsibility of Contractor to carry out all types of repairs, supply of Wear & Tear items etc, during the continuance of this agreement. The part(s) damaged/unserviceable removed from the Mini ROV Caliber T5 shall immediately become property of Contractor and the replaced part (s) fitted back in the Mini ROV Caliber-T5 shall immediately become the property of NSG. The Contractor will ensure the supply and repairing of only genuine, new/unused part (s) as replacement. No substandard parts etc. will be accepted and it is the sole responsibility of the Contractor to ensure the same.

11. 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.

12. That, the standard of work shall always be to the utmost satisfaction of the authorized representative of the user Units of NSG whose decision in this regard shall be final and binding on the Contractor. In the event of repeated failures to repair of Mini ROV Caliber T5 under this contract, Dy. Force Commander, CTF may get the work done from the open market at the cost of the firm.

13. 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 along be responsible for the defect in rendering such services.

14. That, the workers employed by the Contractor shall be issued security passes, the responsibility of returning the same shall rest with the Contractor.

15. That, the user units of NSG or their representatives are authorized to lodge complaint for repair and maintenance of qty 09 x Mini ROV Caliber T5.

16. That, all complaint calls should invariably be registered with Contractor's customer support department only. Contact No. _____ E-mail _____

17. That, it is the responsibility of Contractor to train personnel of user units of NSG for smooth functioning/handling and maintenance of the Mini ROV Caliber T5 without extra cost.

18. 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, any claim which the NSG may have against the Contractor under this or any other agreement.

INDEMNIFICATION OF DAMAGES/LOSS

19. That, if as a result of any negligence or carelessness in repairing of Mini ROV Caliber T5 the 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

20. 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 Act and the Rules

MALPRACTICES

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

ARBITRATION

22. That, In the event of any question, dispute or differences whatsoever at any time arising under the conditions of 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 to be appointed as per the Arbitration and Conciliation Act, 1996, as amended from time to time.

STAMP FEE

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

FORCE MAJEURE

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

CUSTODY OF AGREEMENT

25. That, the original copy of this agreement shall be kept at the office of Dy. Force Commander, CTF and Officer Commanding, BD Unit, NSG, Manesar and a true copy of the same shall be retained by the Contractor.

OTHER TERMS AND CONDITIONS OF PAYMENT.

26. That, all payment will be made through "e-payment" through PFMS within 30 days of production of claim, The payment under the contract is subject production of following documents:-

(a) That, the contractor will furnish a performance bank guarantee of Rs _____ (Rupees _____ only) i.e. 5% of the contract value with a validity of _____ months, from the date of signing of this contract. The contractor shall submit the valid PBG within 14 days from the date of signing of this agreement.

(b) That, any Payment – part or full will be made to the firm on receipt of certificate from the user at the end of each half yearly that all the **nine Mini ROVs** under contract are fully functional and working up to the desired performance level as per specification of Mini ROVs. **In case, satisfactory report of particular Mini ROV is not received due to some reason, payment of remaining Mini ROVs, whose satisfactory report has already been received will be released.**

(c) That, half yearly maintenance report for each Mini ROVs separately having chronological records of all maintenance/repair done for the period of claim to be presented by contractor for payment.

(d) That, 100% payment will be made on completion of contract. However, contractor can claim payment on half yearly basis on production of the bills not more than the 50 % of the value of the contract period after completion of six months .

(e) That, at the time of making payment, after successful completion of Comprehensive CAMC Contractor will forward the Bill/invoice for arranging Comprehensive CAMC payment and the NSG will deduct TDS @ 2% + surcharge as IT @ 5% or whatever the instructions in the regards of the Govt. at the time of making payment, Contractor will forward the Comprehensive AMC bill after successful completion.

TERMINATION

27. That, notwithstanding anything **here in above** contained, the NSG will be entitled to cancel this agreement and terminate services of Contractor for NSG by giving him 15 days' notice in advance without assigning any reason. The Contractor will have no compensation/claim of any kind against NSG for cancellation/termination of the agreement. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of contract, these would be paid to the firm as per the contract terms.

(b) That, the NSG reserves the right to terminate the maintenance contract at any time after giving due notice of 90 days without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, these would be paid to it/him as per the contract terms.

(c) That, excluding the clause 26 (a) of this agreement, in the event of any violation of any terms and conditions of this agreement, both parties have the right to terminate the agreement by giving the other (party committing the breach) 15 days cure period notice to rectify the breach/violation from the date the breach/violation has been brought to the notice of the party committing the breach. After expiry of 15 days rectification period the contract will be terminated and both parties are liable to clear all dues if any as per the agreement the contractor.

(d) That, either party can terminate the contract in part or full, if delivery of the services is not achieved under the conditions of this contract for the caused not attributable to Force Majeure for more than **70 days** from the date of register of service call or complaint.

(d) That, either party is declared bankrupt or becomes insolvent.

(e) That, as per decision of Arbitration Tribunal as per Clause 7.

NON-DISCLOSURE OF INFORMATION OF NSG

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

OTHER TERMS AND CONDITIONS

29. 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.

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

31. That, Police verification of the employee is the responsibility of the Contractor. The same shall be renewed periodically.

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

| | |
|---|--|
| Signature of Contractor | For and on behalf of president of India |
| Address | Dy. Force Commander, CTF |
| By Title - Authorized signatory Date - | By Title - Authorized Signatory Date - |
| Signature of Witnesses with address 1. _____ | 2. _____ |

| | |
|-------------------------|----------------------------------|
| Signature of Contractor | Signature of Competent Authority |
| Seal | Seal |

OFFER LETTER
(On letter head of bidder)

To

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

Dear Sir,

Dated: ____/____/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 be governed by rules/policies/guidelines **contained in the GFRs 2017, Manual for Procurement of Goods 2024, MoF, GeM GTC, all related orders issued by MHA, CVC and various** departments of Government of India which has been issued before issuance of this Tender/bid. I/We have also understood that **any special conditions (Addl terms & conditions) attached to this tender/bid 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/GeM Bid also: -

| | |
|--------|---|
| (i) | Bid Offer validity (From End Date) |
| (ii) | Warranty of product/eqpt/store as per GeM Bid |
| (iii) | Delivery Period as prescribed in the GeM Bid |
| (iv) | Minimum Shelf/Technical Life of product/eqpt/store as per GeM Bid |
| (v) | Imparting training to NSG personnel as per GeM Bid |
| (vi) | Deposition of PBG within 15 days in case of award of contract/supply order |
| (vii) | Option Clause regarding increase/decrease the quantity upto 25% |
| (viii) | Compliance of Corrigendum (if any) |
| (ix) | Compliance of Service Level Agreement (SLA) |
| (x) | Undertaking regarding adherence of all the terms and conditions of Bid, Manual for Procurement of Goods 2024, Manual for Procurement of Non-Consultancy Services 2025 and GeM GTC. etc. |

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

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

Yours faithfully,

Signature of Bidder

(Full Name & Designation in firm
Complete address and **Contact/Mobile** details
Including fax, email and phone/mobile number)

DECLARATION CERTIFICATE*(On letter head of firm)*

1. It is certified that by signing this letter I/We have accepted all terms & conditions contained in this tender document from **Page No** to and all the corrigendum published in relation to this tender. It is read and understood that this tender is invited under the **Rules contained in the GFRs 2017, Manual for Procurement of Goods 2024, MoF**, all relevant orders issued by MHA, CVC and departments of Government of India. I/We have also agreed that any special conditions attached to this invitation to tender will also form part of the conditions of contract and will supersede any general condition.
2. It is certified that all information provided by me/us in this tender are true and correct to my/our best knowledge. I understand that in case any of the information found to be untrue later on than tender submitted by me/us will be treated as unresponsive bid and will be disqualified from participation.
3. I/We am/are responsible for the correctness of the information provided in this Bid documents and shall be responsible for legal course of action in case of any mischief, incorrect, misleading or false declaration found in this bid document filled by me/us. Further I/We understand that any misconduct would liable for suspension of business, debarment or blacklisting of firm/Individual from participating in NSG as well as in other department tenders.
4. **I/We hereby declared that I/we am/are as an individual or firm is/are 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 from India for such item. All necessary permissions/permit/license will be obtained by me/us before meeting any contractual obligations.
8. It is certified that the price quoted for the tendered item is not more than the price usually charged for the same store to any other purchaser to the best of my/our knowledge and belief.
9. I/we undertake to execute all contractual obligations like replacement or repair of non-performing tendered store full or in part and maintenance of tendered store during warranty period.
10. It is certified that I/We are not from such a country or, if from such a country, has been registered with the Competent Authority. It is also hereby certified that I/We fulfills all requirements in this regard and is eligible to be considered. **[Where applicable, evidence of valid registration by the Competent Authority shall be attached]**. I/we have understood the clause 39 of Chapter-III (Public Procurement Division OM No. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144(xi) in GFRs 2017) regarding restrictions of procurement of a country which shares a land border with India.

Signature of Bidder

(Full Name & Designation in firm)

Complete address and **Contact/Mobile** 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.** :

- a) 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 <i>(Bidder to write SL No. /Para No. of Specification here)</i> | Complied (Write YES or NO) | Page no. of technical bid in the Tech. literature attached with bid |
|----------------|---|-----------------------------------|--|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |

Signature of Bidder

(Full Name & Designation in firm
Complete address and **Contact/Mobile** details
Including fax, email and phone/mobile number)

| | | |
|----|--|---|
| 1. | a) Name of authorized Signatory of Bidder | |
| | b) Complete Address with Telephone, Fax, E-mail and Website Etc. | |
| 2. | Capacity in which applying in this bid (Mention any one of the following (i) Indian Manufacturer/ OEM or (ii) Distributor of Indian Manufacturer/OEM or (iii) Distributor of Foreign Manufacturer/OEM or (iv) Indian System Integrator | (Must filled up any one from (i) to (iv)) |
| 3. | INDIAN 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 | |
| | b) Complete office Address with Telephone, Fax, E-mail and Website Etc. | |
| | c) Name & Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail) | |
| | d) Factory/Plant details of Indian Manufacturer/OEM (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.) | |
| | e) Clarify nature of firm whether Proprietary Firm, Pvt Firm, Public firm, LLC, partnership firm etc. (<i>attach supporting documents</i>) | |
| | f) Factory License/ Permit number along with details of issuing agency (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.)(<i>attach copy with bid</i>) | |
| | g) Furnish the details Income Tax assessment office address contact details like Income Tax clearance certificate/ PAN) (<i>attach copy with bid</i>) | |
| | h) Furnish the details of Industrial Tax registration i.e. GST with office address & contact details of assessment office. (<i>attach copy with bid</i>) | |
| | i) Whether manufacturing premises fully owned or leased/rented or other firm's facility is being used by manufacturer /OEM (<i>Give brief details and upload valid legal evidence for the same</i>) | |
| | j) Number of workers employed | |
| | k) Details of PF & ESI registration (if any) | |
| | l) Whether tendered item is tested by any National/International accredited Lab. (<i>attach copy with bid</i>) | |
| | m) 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. | |
| | n) Value of Indigenous component in percentage (%) of the complete tendered store | |
| | o) Value of Import component in percentage (%) of the complete tendered store | |
| | p) Whether Micro, Small or Startup Enterprises? (Yes/No) | (Copies of certificates must be attached with the bid) |
| | (i) Registration Number | |
| | (ii) Registration Authority | |
| | (iii) Registration Issue date | |
| | (iv) Registration validity date up to | |
| | (v) Tendered/Bid store is covered (Yes/No) | |

| 4. | DISTRIBUTOR OF INDIAN/FOREIGN MANUFACTURER / OEM | Details to be furnish by Indian distributor of Indian manufacturer/OEM only |
|----|--|---|
| | a) Name of Distributor | |
| | b) Complete Address with Telephone, Fax, E-mail and Website Etc. | |
| | c) Name & Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail) | |
| | d) Factory/Work/Plant details of Indian distributor wherein value addition as per make in India policy will be carried out (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.) | |
| | e) Clarify nature of firm whether Proprietary Firm, Pvt. Firm, Public firm, LLC, partnership firm etc. <i>(attach supporting documents)</i> | |
| | f) Furnish Income Tax assessment office address contact details like Income Tax clearance certificate/ PAN) <i>(attach copy with bid)</i> | |
| | g) Furnish the details of Tax registration i.e. GST with office address & contact details of assessment office. <i>(attach copy with bid)</i> | |
| | h) Whether office premises fully owned or leased/rented or other firm's facility is being used by distributor <i>(Give brief details and upload a valid legal evidence for the same)</i> | |
| | i) Value of Indigenous component in percentage (%) of the complete tendered store | |
| | j) Value of Import component in percentage (%) of the complete tendered store | |
| | k) Number of workers employed | |
| | l) Details of PF & ESI registration (if any) | |
| | m) Whether having facility to repair and testing of tendered? provide details | |
| | n) 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. | |
| | o) Whether Micro, Small or Startup Enterprises? (Yes/No) | (Copies of certificates must be attached with the bid) |
| | (i) Registration Number | |
| | (ii) Registration Authority | |
| | (iii) Registration Issue date | |
| | (iv) Registration validity date up to | |
| | (v) Tendered/Bid store is covered (Yes/No) | |

| 5. | DETAILS TO BE FURNISH BY INDIAN SYSTEM INTEGRATOR ONLY | Details to be furnish by Indian system integrator only |
|----|--|---|
| | a) Name of Indian System Integrator | |
| | b) Complete Address with Telephone, Fax, E-mail and Website Etc. | |
| | c) Name & Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail) | |
| | d) Factory/Workshop details of Indian System Integrator wherein assembling/integration of the equipment/store will be carried out. (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.) | |
| | e) Clarify nature of firm whether Proprietary Firm, Pvt firm, Public firm, LLC, partnership firm etc. <i>(attach supporting documents)</i> | |
| | f) Furnish Income Tax assessment office address contact details. (Attach Income Tax clearance certificate/ PAN) <i>(attach copy with bid)</i> | |
| | g) Furnish the details of Tax registration i.e. GST with office address & contact details of assessment office. <i>(attach copy with bid)</i> | |
| | h) Value of Indigenous component in percentage (%) of the complete tendered store | |
| | i) Value of Import component in percentage (%) of the complete tendered store | |
| | j) Total number of workers employed | |
| | k) Details of PF & ESI registration (if any) | |
| | l) Whether firm facility is certified by any National/International accredited Lab. (Attach copies of certificates) <i>(attach copy with bid)</i> | |
| | m) 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. | |
| | n) Whether Micro, Small or Startup Enterprises? (Yes/No) | (Copies of certificates must be attached with the bid) |
| | (i) Registration Number | |
| | (ii) Registration Authority | |
| | (iii) Registration Issue date | |
| | (iv) Registration validity date up to | |
| | (v) Tendered/Bid store is covered (Yes/No) | |

Declaration:

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

Signature of Bidder

(Full Name & Designation in firm
Complete address and **Contact/Mobile** 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 premises whether owned, rented or leased | |
| | c) Complete address with nearest Police Station | |

Signature of Bidder

(Full Name & Designation in firm
Complete address and **Contact/Mobile** details
Including fax, email and phone/mobile number)

PERFORMANCE STATEMENT
(Must be filled up On firm 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/Mobile** details
Including fax, email and phone/mobile number)

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 organizational 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: _____
(Name & Address)

Witness 1: _____
(Name & Address)

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

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

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

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

C. DATE OF EFFECT –

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

Date:

(.....)
Signature of Customer

(CANCELLED CHEQUE MUST BE ATTACHED)

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

(Bank's Stamp)

Date:

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

Signature of Bidder

(Full Name & Designation in firm
Complete address and **Contact/Mobile** 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 Guarantee No. _____

Dated : ____/____/2025

To

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

Dear Sir,

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

| | |
|----|----|
| 1. | 2. |
| 3. | 4. |
| 5. | 6. |

Wish to participate in the said Tender for the supply

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

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

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

Date: _____

Place: _____

Witness

Signature

Printed name:

.....

(Designation)

(Bank's Common Seal)

Dated : ____/____/2025

PROFORMA FOR BID SECURITY DECLARATION (BSD)FOR THE FIRMS EXEMPTED FOR EMD**(On letter head of Bidder)**

To

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

Dear Sir,

In accordance with your Invitation to Tender No. _____

M/S _____ hereinafter called the bidder with the following Directors on their
Board of Directors/partners of the firm: -

| | |
|----|----|
| 1. | 2. |
| 3. | 4. |
| 5. | 6. |

Sir/Madam

We, the undersigned, solemnly declare that;

We understand that according to the conditions of this Tender Document, the bid must be supported by a
Bid Security Declaration In lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall
stand automatically suspended from being eligible for bidding in any tender in Procuring Organization for 2 years
from the date of opening of this bid if we breach our obligation(s) under the tender conditions, if we;

- (1) Withdraw/amend/impair/derogate, in any respect, from our bid, within the bid validity; or
- (2) Being notified within the bid validity of the acceptance of our bid by the Procuring Entity;
 - (a) Refused to or failed to produce the original documents for security or the required
Performance Security within the stipulated time under the conditions of the Tender
Document.
 - (b) Fail or refuse to sign the contract.

We know that this bid Security Declaration shall expire if the contract is not awarded to us, upon:

- (1) Receipt by us of your notification
 - (a) of cancellation of the entire tender process or rejection of all bids or
 - (b) of the name of the successful bidder or
- (2) Forty-five (45) days after the expiration of the bid validity or any extension to it.

Yours faithfully

Date: ____/____/2025

Place: _____

SIGNATURE OF BIDDER

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

(On letter head of bidder)

SELF DECLARATION FOR MINIMUM LOCAL CONTENT

(Under Public Procurement (Preference to Make in India) Order, 2017)

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

IN RESPECT OF BID NO.**ISSUED BY:** (Procurement Authority / Name of Institution):

.....

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

1. That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (*hereinafter PPP-MII order*) of Government of India issued vide Notification No:P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated 28/05/2018, 29/05/2019, 04/06/2020 and 16.09.2020, 19.07.2024 and any subsequent modifications/Amendments, if any and
2. That the information furnished hereinafter is correct to the best of my knowledge and belief and I/We undertake to produce relevant records before the procuring entity i.e NSG or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me/us for (*Enter the name of the Equipment/Item for Project*).
3. That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein. That the goods/services/works supplied by me for (*Enter the name of the Equipment/Item for Project*) meets the 'Minimum Local Content 'as defined in the PPPMII order.
4. That the value addition for the purpose of meeting the 'Minimum Local Content 'has been made by me at
.....
.....
..... (*Enter the details of the location(s) at which value addition is made*).
5. The 'Class-I local supplier/ 'Class-II local supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content in the proforma mentioned below that the item offered meets the local content requirement for 'Class-I local supplier /'Class-II local supplier, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
6. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplied/ 'Class II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.

7. That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Minimum Local Content criteria, based on the assessment of procuring agency i.e. NSG/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents.
8. The details of local content are furnished below: - **(All the columns must be filled up)**

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

Signature of Bidder
(Full Name & Designation in firm
Complete address and **Contact/Mobile** 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: -

| SNo | 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. | |
| 8. | Appendix-4 Complete details of Manufacturer/OEM, Distributor and System Integrator as applicable to the bidder need to be filled in the appendix. Distributor and System Integrator shall fill details of its OEM/Manufacturer. Leaving blank any column will be reason for rejection of bid. | |
| 9. | Appendix-5 Form of Service Centre or Workshop for after sale support services. | |
| 10. | Appendix-6 Past Performance Statement on bidder's letter head: Past performance only submitted in attached format will be accepted, past performance in any other format or attachment of copies of past supply order will not be accepted. No other documents need to be attached at this stage. In case bidder doesn't possess any past performance, bidder must explain the reason in the same format. | |
| 11. | Appendix-7 Integrity Pact: Integrity Pact completed and signed by bidder and two witnessed of bidder shall be uploaded along with bid. Bids without submission or incomplete or without witnesses' signature on pre-Integrity pact shall be rejected. | |
| 12. | Appendix-8 ECS Performa for e-payment: ECS mandate form duly completed in all aspect should be submitted by the bidder. | |
| 13. | Appendix-9 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. | List of price frozen manufacturer recommended list of spares (MRLS). This will not form the part of price evaluation for deciding L1. | |
| 18. | Letter quoting AMC and CAMC rates in percentage to the basic price of tendered store post warranty. This will not form the part of price evaluation for deciding L1. | |
| 19. | Letter of authorization: Bidder participating in capacity of distributor or Indian system integrator shall upload the authorization certificate of foreign/Indian OEM/Manufacturer, failing which bid will be liable for rejection | |
| 20. | Detailed MoU between foreign OEM/Manufacturer and distributor/system integrator if applying in distributor or System Integrator capacity. | |
| 21. | Copy of PAN Card of bidder firm | |
| 22. | Copy of GST Certificate of bidder firm | |
| 23. | ISO or equivalent certificate of OEM/Manufacturer. | |
| 24. | Undertaking/certificate regarding Offer Validity / Delivery Period / Warranty Period / Training / Shelf Life & Option clause regarding increase/decrease the quantity upto 25% of equipment | |
| 25. | Malicious Code Certificate of bidder firm. | |
| 26. | Incorporation Certificate/Proprietorship Certificate of bidder firm. | |
| 27. | Copy of Form No. 3/4 Licence to work a Factory License of the firm issued by concerned State for manufacturing of the store/Eqpt/Product if applying in Manufacturer capacity. | |
| 28. | 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). | |
| 29. | Copy of valid MSME-Udhyam registration/National Small Industry Corporation (NSIC) Certificate/Start-up certificate issued by DPIIT. | |
| 30. | Experience of Firm/OEM for supply of same/similar category product for assessment of firm's capacity/capability. | |
| 31. | Last Three (03) years balance sheet (Annual Turn Over certificate duly issued by Chartered Accountant) or Last Three (03) years Income tax return of bidder firm. | |
| 32. | Last Three (03) years balance sheet or Last Three (03) years Income tax return of OEM in case of bidder participating in the capacity of System Integrator/Distributor of Manufacturer/OEM. | |

| | | |
|------------|--|--|
| 33. | Copy of technical literature of the tendered store/Eqpt/product offered by the bidder with respect to specification published in the tender. Don't enclosed technical document of other equipments or non-relevant documents. | |
| 34. | Compliance to Buyer Added Additional Terms & Conditions of Buyer/Contract certificate has been submitted by bidder in firm letter head. | |
| 35. | 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. | |
| 36. | Compliance of Corrigendum | |
| 37. | Copy of last three years ITRs | |

SIGNATURE OF BIDDER

(Full name & designation of firm, Complete address and contact details Incl fax, email and phone/Mob No