

बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details | |
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| बिड बंद होने की तारीख/समय /Bid End Date/Time | 02-07-2026 17:00:00 |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time | 02-07-2026 17:30:00 |
| 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 |
| शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal | sc.proc@nsg.gov.in |
| कुल मात्रा/Total Quantity | 27 |
| वस्तु श्रेणी /Item Category | HAND HELD BALLISTIC SHIELD WITH EXOSKELETON |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS | HAND HELD BALLISTIC SHIELD WITH EXOSKELETON |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS | Hand Held Brush Cutter (V2), Hand Held Metal Detector as per MHA QR, Laser Speed Meter (V2), Digital Hand-held VHF Transceiver as per MHA QR, Hand Held Particle Counter |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification | <ul style="list-style-type: none"> Tactical Ballistic Shield (MHA) |
| बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years) | 175 Lakh (s) |
| मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years) | 700 Lakh (s) |
| उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service | 3 Year (s) |
| वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover | Yes Complete |

| बिड विवरण/Bid Details | |
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| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover | Yes Complete |
| विक्रेता से मांगे गए दस्तावेज़/ Document required from seller | Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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 | 3 |
| 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 |
| विगत प्रदर्शन / Past Performance | 30 % |
| 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 | 5 Days |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM) | Yes |
| Inspection to be carried out by Buyers own empanelled agency | Yes |
| Type Of Inspection | Post Dispatch |
| Name of the Empanelled Inspection Agency/ Authority | Board of Officers |
| Auto CRAC Days | 60 |

बिड विवरण/Bid Details

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| Quality Assurance Plan document | 1780396636.pdf |
| मूल्यांकन पद्धति/Evaluation Method | Total value wise evaluation |
| वित्तीय दस्तावेज की आवश्यकता है / Financial Document 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 | 710000 |

ईपीबीजी विवरण /ePBG Detail

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

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। 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.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

Sr.AO , Pay and Account Officer, HQ NSG
EMD BOX- ROOM NO. 120, PROCUREMENT CELL, PROV BRANCH, HQ NSG, MEHRAM NAGAR, NEAR IGI AIRPORT T-1, PALAM, NEW DELHI-110037
(Sr Ao, Pay And Account Officer Nsg Hq)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

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|---|---|
| एमआईआई खरीद वरीयता / MII Purchase Preference | Yes |
| मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X% | 20 |
| मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference | 50 |
| सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time) | Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time) |

एमएसई खरीद वरीयता/MSE Purchase Preference

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|---|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference | Yes |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X% | 15 |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference | 25 |

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed 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 relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed 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 relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.

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. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

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

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

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

10. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

11. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their

authorized representatives

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

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative / inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

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

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

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

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

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

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

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

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

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

Pre Bid Detail(s)

| मूल्य भिन्नता खंड दस्तावेज/Pre-Bid Date and Time | प्री-बिड स्थान/Pre-Bid Venue |
|--|--|
| 16-06-2026 12:00:00 | Conference Hall, HQ NSG, Mehram Nagar, Near IGI Airport T-1, Palam, New Delhi-110037 |

HAND HELD BALLISTIC SHIELD WITH EXOSKELETON (27 Unit)

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

तकनीकी विशिष्टियाँ /Technical Specifications

| | |
|---|--------------------------|
| क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document | Download |
|---|--------------------------|

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

| क्र.सं./S.N o. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|-------------------|---|---|------------------|---------------------------------|
| 1 | Inderjeet Shekhawat | 122051,National Security Guards, Manesar | 27 | 90 |

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Generic

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

SC (Ord), Logistic Group (Ord Sqn), NSG,Manesar
SC (Ord), Logistic Group (Ord Sqn), NSG,Manesar
SC (Ord), Logistic Group (Ord Sqn), NSG,Manesar
SC (Ord), Logistic Group (Ord Sqn), NSG,Manesar
SC (Ord), Logistic Group (Ord Sqn), NSG,Manesar

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**

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

6. **Generic**

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

7. **Generic**

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.

8. **Generic**

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

9. **Generic**

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

10. **Generic**

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

11. **Generic**

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

12. **Generic**

IT equipment shall be IPv6 ready from day one.

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

15. **Generic**

Non return of Hard Disk: As per Buyer organization's Security Policy,Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.

16. **Generic**

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

17. **Generic**

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

20

, Place for Training

Consignee's location at Manesar or at locations specified by the buyer
and Duration of training

5

days.

18. **Generic**

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

5 Years

Shelf Life. On the date of supply, minimum

5 Years

usable shelf life should be available / balance.

19. **Generic**

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

20. **Generic**

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:

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21. **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.

22. **Generic**

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

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

23. Generic

The seller is required to print logo as per buyer's requirement.

24. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

25. Scope of Supply

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

26. Turnover

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

27. Turnover

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

28. OEM

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

29. Service & Support

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

30. Service & Support

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

31. Warranty

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

32. Warranty

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

By the bidder and its OEM

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

33. Warranty

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

34. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

Sr. AO, Pay and Accounts Officer, National Security Guard

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

35. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of

Sr. AO, Pay and Accounts Officer, National Security Guard

payable at
R K Puram, IFS Code - SBIN0001076 New Delhi

. Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

36. Forms of EMD and PBG

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

Sr. AO, Pay and Accounts Officer, National Security Guard

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

37. Inspection

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

Not Required

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

38. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues 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. 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 General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by 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---

Govt of India, Ministry of Home Affairs
Directorate General, National Security Guard
Provisioning Branch (Procurement Cell)
Mehram Nagar, Palam, New Delhi-110 037
[Tel:011-25663100/3199](tel:011-25663100/3199), ([Ext-3167,3256](tel:011-25663256)) Fax: 011-25663258, 3177
e-mail: gcprov@nsg.gov.in&sc.proc@nsg.gov.in

**BUYER ADDED ADDITIONAL TERMS & CONDITIONS FOR PROCUREMENT OF
“HAND HELD BALLISTIC SHIELD WITH EXOSKELETON” QTY – 27 Nos (SMALL SIZE)**

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 Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and **are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation)** and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer.
- 1.3 Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and General Terms and Conditions on GeM. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.
- 1.4 Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation (Seller to upload VA report / VAE confirmation to be validated by the Buyer).
- 1.5 Sellers / Service Provider having annual turnover of ₹ 500 Crore or more, at least in one of the past three completed financial year(s).
- 1.6 Sellers / Service Providers holding valid BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents to be validated by the buyer.
- 1.7 Central / State PSUs.
- 1.8 **Firms exempted from submission of EMD, are required to submit Bid Security Declaration as per Appendix-10 attached with this tender documents. In the absence of BSD, technical bid of the bidders shall be treated as unresponsive and be rejected during the initial scrutiny.**

- 1.9** 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.
- 1.10** No interest shall be payable by the purchaser on the Earnest Money deposited by the bidder.
- 1.11** 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.
- 1.12** **The EMD is also 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.**
- 1.13** 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.**
- 1.14 Earnest Money of the unsuccessful bidder shall be returned after finalization of tender.

2. PERFORMANCE SECURITY:

- 2.1** Performance Security must be submitted by Seller **equivalent to 5% of the Contract value** or as mentioned in the purchase order within 15 days of award of contract on GeM/Acceptance of Tender (Supply Order). **Performance Security Bond shall be valid till two months beyond the expiry of the Warranty/Guarantee period.**
- 2.2 The payments to the seller shall become due only after receipt of Performance Security by the Buyer and verification of its genuineness. No interest shall be payable upon the Performance Security / PBG or any other amounts payable by the Seller to the Buyer under the Contract.
- 2.3** Performance Security in the form of account Insurance Surety Bond, Fixed Deposit Receipt or an irrevocable Bank Guarantee drawn **in favor of Sr. AO, Pay and Accounts Officer, National Security Guard payable at SBI R K Puram, IFS Code – SBIN0001076 New Delhi** is only acceptable.
- 2.4 The Performance Security will come into force from the date of acceptance of the stores/services after final inspection by the purchaser.
- 2.5 In case the Firm fails to deposit the required Performance Security by the date specified above, for any reason, Firm will commit breach of contract entitling the purchaser to cancel the contract at the risk and cost of the Firm to enforce recovery of the Security deposit prescribed with or without enforcing other rights under the contract resulting from breach thereof.
- 2.6 In case extension of delivery period is considered as granted by the purchaser for any reason, the Firm shall extend the validity of the Performance Security for the similar period.

3. WARRANTY:

- 3.1** Minimum warranty period of tendered stores will be **Twelve (12) Months** from acceptance of store/equipment and this will supersede the warranty specified in the QRs & TDs/Technical specifications public shed if any.
- 3.2** Warranty will be comprehensive and will start from the date of final acceptance of store.
- 3.3** Bidders are allowed to offer warranty more than asked in this tender, however no extra weightage will be given against the other bidder who has offered minimum warranty as per tender.
- 3.4** **If any equipment gets defective during the warranty period and time taken for tis repair is beyond 15 days (Normal Time), then this period beyond 15 days will be added to Warranty period of entire lot which was accepted by LCR. Accordingly, firm will have to extend the PBG.**
- 3.5** If stores/part of stores which are found defective or damaged or unserviceable or degrade or performance is not reported as per QRs/TDs/Technical Specifications mentioned in this tender during the warranty period, seller will replace or repair the store in minimum time at consignee's location in India free of cost.
- 3.6** Unless specified in tender documents, by signing the bid document bidder hereby declares that the store offered in response to this tender shall be of best quality and brand new in all respects and shall be strictly in accordance with the specification contained in the contract.
- 3.7** Unless specified in tender documents, by signing the bid document bidder hereby declares that the store offered in response to this tender would continue to perform as per Qualitative Requirements/Specifications published in this tender for a period of warranty from the date of final acceptance of store by buyer.
- 3.8** If the particular equipment got defective more than four (04) times during the warranty period, the same will be replaced with new one without additional cost to NSG.
- 3.9** The decision of the purchaser in respect of performance evaluation of store under warranty shall be final and binding on the seller and the purchaser shall be entitled to call upon the seller to repair or replace the store within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on application made thereof by the seller. If seller fails to reinstate the performance of store as per contract, then seller shall pay such compensation as may arise by reason of the breach of warranty therein contained.

4. Delivery Period: 90 Days from the date of issue of AT (GeM Contract/Supply Order).

5. TRAINING:

- 5.1** The bidder shall impart User level training free of cost to minimum 20 NSG personnel after successful acceptance of equipment of an appropriate duration or **minimum five (05) days** at the Consignee's location at Manesar or at locations specified by the buyer.

6. AMC, CAMC and SPARES PARTS:

- 6.1** Firm will submit the rates of AMC & CAMC for **05 years post warranty** in PDF form along with financial bid. This will not be part of financial evaluation for deciding L1.
- 6.2** The firm will provide frozen rate list of manufacturer's recommended list of spares (MRLS) covering 80% spares/parts or having 80% value of total cost of the equipment/stores valid for 05 years after the warranty period.
- 6.3** The AMC and CAMC or spare parts rates quoted by bidder in this tender will not be binding on the purchaser.

7. SUBMISSION OF THE PROPOSAL IN TWO BID SYSTEM:

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

- 7.1 TECHNICAL BID:** The technical bid containing documents in sequence mentioned below **shall be uploaded on the GeM portal by the bidder**, bids without any of the following mentioned documents shall be liable to be rejected summarily.
- 7.1.1 Appendix-1 : Offer letter** by bidder duly filled and prepared on bidder's letter head.
- 7.1.2 Appendix-2 : Declaration Certificate** by bidder's on its letter head.
- 7.1.3 Appendix-3 : Compliance statement** on bidder's letter head: **Compliance status on each parameter of tender Specification/QRs & TDs/ BIS Specification** published shall be filled for the equipment offered by the bidder. Non-compliance to the any parameter of published specification will be a disqualification.
- 7.1.4 Appendix-4 : Complete details of Manufacturer/OEM, Distributor and System Integrator** as applicable to the bidder need to be filled in the appendix. **Distributor and System Integrator shall fill details of its OEM/Manufacturer.** Leaving blank any column will be reason for rejection of bid.
- 7.1.5 Appendix-5 : Form of Service Centre or Workshop for after sale support services.**
- 7.1.6 Appendix-6 : Past Performance Statement** on bidder's letter head:
- (i) Past performance only submitted in attached format will be accepted.
 - (ii) Copies of Supply orders be attached in support of information with respect to past performance.
 - (iii) Past performance tendered store/equipment or similar product will be considered for the purpose of technical evaluation of bids. In case bidder doesn't possess any past performance, its technical bid will not be considered for evaluation at next stage.
- 7.1.7 Appendix-7 : Integrity Pact:** Integrity Pact completed and signed by bidder and witness of bidder shall be uploaded along with bid. Bids without submission or incomplete or without witnesses' signature on Pre-Integrity Pact shall be rejected.
- 7.1.8 Appendix-8 : Electronic Clearance Service Form for e-payment:** ECS mandate form duly completed in all aspect should be submitted by the bidder. Any wrong payment made due to wrong ECS form submitted, will be responsibility of the bidder.

- 7.1.9 Appendix-9 : Proforma for Bank Guarantee for furnishing Earnest Money (EMD).**
- 7.1.10 Appendix-10 : Proforma for Bid Security Declaration against EMD.** Bidder not submitting EMD must submit this form. Non-submission of Earnest Money Deposit (EMD) or Bid Security Declaration (BSD), technical bids will be liable to be rejected straightway.
- 7.1.11 Appendix-11 : Declaration for Minimum Local Content.** The details of Clause Serial No. 8 (i) to (x) must be filled up.
- 7.1.12 Appendix-12:** Undertaking for Fall Clause
- 7.1.13 APPENDIX-13** Undertaking/Certificate regarding Offer Validity/Warranty/Delivery Period/Option Clause/Providing-Imparting of Training/Submission of EMD & PBG.
- 7.1.14** Bidder to check the documents required to be attached with the technical bid.
- 7.1.15** Document in support of **EMD Exemption.** (If Applicable) viz MSME Udyam Certificate, Valid Start-Up certificate, National Small Industry Corporation (NSIC) Certificate, Certificate of Turnover above 500 Cr, vendor assessment report etc.
- 7.1.16** List of **price frozen manufacturer recommended list of spares.** This will not form the part of price evaluation for deciding L1.
- 7.1.17** Letter quoting **AMC and CAMC rates** in percentage to the basic price of tendered store post warranty. This will not form the part of price evaluation for deciding L1.
- 7.1.18 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. Self Declaration certificate regarding OEM/Manufacturer of equipment should be submitted by OEM/Manufacturing firm.
- 7.1.19 Detailed MoU** between foreign OEM/Manufacturer and distributor/system integrator if applying in distributor or System Integrator capacity.
- ~~**7.1.20 BIS certificate should be attached.**~~
- 7.1.21 ISO** or equivalent **certificate of OEM/Manufacturer.**
- 7.1.22 Incorporation Certificate/Registration certificate of bidder firm.**
- 7.1.23 Malicious Code Certificate** should be submitted.
- 7.1.24 Valid Manufacturing license issued by DPIIT for manufacturing of defence equipment** mentioned in Annexure I vide Press Note no. 1 (2019 Series) No-7(3)/2009-IP. Vol.IV, dated Jan 01, 2019 **issued by Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP).**
- 7.1.25** Copy of valid MSME-Udhyam registration/National Small Industry Corporation (NSIC) Certificate/Start-up certificate issued by DPIIT.

- 7.1.26** Experience of Firm/OEM for supply of same/similar category product for assessment of firm's capacity/capability.
- 7.1.27** Copy of **GST registration Certificate** of firm.
- 7.1.28** Copy of **PAN Card of bidder** firm.
- 7.1.29** **Last Three (03) years balance sheet** (Annual Turn Over certificate duly issued by Chartered Accountant) or Last Three (03) years Income tax return **of bidder firm**.
- 7.1.30** **Last Three (03) years balance sheet** or **Last Three (03) years Income tax return of OEM** in case of bidder participating in the capacity of **System Integrator/Distributor of Manufacturer/OEM**.
- 7.1.31** **Copy of Technical literature of the tendered store** offered by the bidder with respect to specification published in the tender. Don't enclosed technical document of other equipment or non-relevant documents.
- 7.1.32** Any other relevant information.
- 7.1.33** The **technical bid in clear legible** format with maintaining above mentioned sequence of documents be uploaded on **GeM portal** for considering an offer as responsive bid.
- 7.1.34** Quoting price of tender in technical bid will be a disqualification considering it an unresponsive bid.
- 7.1.35** Bidder shall strict to the format of the tender published and shall not upload unnecessary or non-relevant documents in the bid.

8. TECHNICAL EVALUATION CUM TRIAL:

- 8.1** Only eligible firms whose bids are found responsive bid and completed in all respect as per tender enquiry published **will be called for technical evaluation cum trial**.
- 8.2** Bidders must read the tender conditions carefully specially specifications or QRs/TDs published with the tender before appearing for technical evaluation.
- 8.3** A Technical Evaluation Committee (TEC) will be constituted by purchaser for technical evaluation of technical bids and **samples as per para 3 (Table-1) of MHA QRs/TDs & schedule of requirement**, will be submitted by the bidders
- 8.4** **Samples submitted by the bidders for technical evaluation will remain deposited till opening of financial bids. Once the financial bids are opened, samples of the firm except L1 firm will be returned. Samples of L1 firm will remain deposited till the final inspection of the store/eqpt. Sample will only be returned after completion of final inspection/JRI by line committee.**
- 8.5** The technical evaluation of technical bids and samples may include any one or more methods like conducting a functional demonstration, physical evaluation of the samples, detailed power point presentations, examination of all supporting documents and lab test certifications etc against the laid down conditions of tender enquiry and QRs/TDs published with this tender.
- 8.6** The purchaser reserves the right to decide upon the methodology or method of Technical Evaluation cum physical trial.

- 8.7** Technical evaluation will be conducted at Delhi NCR within **45 days (this can vary case to case basis) of** opening of tender. Bidder should be ready with tender sample for Technical Evaluation Cum Trial on intimation of date from Technical Evaluation Committee. TEC reserves the right to change the date, time and place of technical evaluation as per merit.
- 8.8** Bidder is responsible to produce himself or his authorized representative with the sample equipment and other technical details of the tendered store for evaluation on the notified date; time and place as and when called by TEC on **NO COST NO COMMITMENT** basis.
- 8.9** If samples are to be imported for technical evaluation it is the bidder's responsibility to get it done in hand before the time limit specified in this tender. No assistance, except End User Certificate if necessary, and certificate that equipment has been called for trials by NSG in response to tender will be provided to the bidder if the exact format and formal request is uploaded with technical bid.
- 8.10** The bidder will have to obtain necessary import permission/permit/NOC etc. from MHA/DGFT/Customs/Airport/shipping department or any other relevant department or ministry in India on their own. No request for assistance in this regard will be entertained by the purchaser.
- 8.11** In case of any ambiguity in trial, competent authority reserves the right to conduct re-trial or reference to a competent technical agency (accredited labs, state /union government labs) may be considered to clarify of the same on recommendation of TEC based on necessity on material ground.
- 8.12** Failure to present in technical evaluation will invite necessary action against bidder which may include **forfeiture of EMD or banning/barring/blacklisting of bidder for a period specified by the purchaser for all government purchases in future.**
- 8.13** BOOs may advise/ recommend specific changes/ improvement with respect to design/color, dimension or any other physical parameters within the ambit/ limits of QRs/TDs.
- 9. FINAL INSPECTION OR ACCEPTANCE OR JRI OR LCR AT CONSIGNEE LOCATION:**
- 9.1** Inspection Authority is Director General, NSG HQ, Mehram Nagar, Palam, and New Delhi-110037.
- 9.2** Inspection officer is an officer or a board of officers constituted by DG NSG for the purpose.
- 9.3** Final inspection will be carried out on receipt of goods at consignee location. On receipt of stores at consignee location, seller should immediately request for schedule an inspection.
- 9.4** 100% of the equipment/store would be put through inspection during JRI before final inspection.
- 9.5** The purchaser has the right to reject the goods on receipt during the final inspection on delivery even though the goods have already been inspected and cleared at the pre-dispatch stage by Procuring Entity's inspection officer if goods are not found as per contractual terms and conditions.
- 9.6** Goods accepted by the purchaser at the initial and final inspections, in terms of the contract, shall in no way dilute the purchaser's right to reject them later, if found deficient in terms of the warranty clause of the contract.

- 9.7** If any store is rejected in final inspection as not conforming to conditions of contract, the same lot must be replaced within 30 days before final acceptance. Alternatively at purchase's option if any payment has been made to the seller shall be refunded within 30 days from the date of issue of such notice of rejection.
- 9.8** In case tender store rejected during the JRI, the contracted firm will lift the rejected store within 30 days otherwise a ground rent 0.2% per days of the value of stores will be imposed to the vendor. Besides, if firm will not respond/collect the rejected stores within schedule, the procuring entity may treat the material as scrap and dispose it off as deemed fit, under intimation to vendor and recovered the dues.

10. TERMS OF DELIVERY & DISPATCH INSTRUCTIONS:

- 10.1** Free delivery to consignee location at **SC (Ord), Logistic Group (Ord Sqn), NSG,Manesar.**
- 10.2** Delivery period will start from the date of issue of AT/Purchase order/Contract.
- 10.3** Only those bidders should apply to the bid who are agreed to delivery condition of this bid. Bids of firm's not agreeing to delivery condition will be termed as unresponsive bid and will be rejected summarily.
- 10.4** Delivery period will be completed only after successful acceptance of store which includes successful completion of Installation, Commissioning, Testing and its operational & user training (to be imparted by the firm) if included in scope of supply. If stores are accepted by Line Committee Report (LCR) post-delivery (installation, commissioning & project/work completion, if any) then store will be considered delivered completely within the schedule delivery period. If not accepted by LCR then delivery period will be required to be extended till the successful acceptance of the store.
- 10.5** Firm should not deliver the store to consignee location beyond scheduled delivery period as per contract without obtaining prior sanction of purchaser. Store delivered beyond delivery scheduled as mentioned in contract, even if store have been received by the consignee, it would be at the risk and the cost of the seller as the supply may not be taken as contractually accepted.
- 10.6** Store must be delivered in one lot i.e. complete and final quantity for conducting of final inspection and acceptance. No piece meal delivery will be accepted at any stage/reasons.

11. RIGHT TO REJECTION

- 11.1** Stores will be accepted after LCR/JRI. Delay and damages caused due to rejection will be borne by the Firm.
- 11.2** The decision of the Purchaser shall be final as to the quality of the stores and shall be binding upon the Firm. In case, any of the stores supplied does not conform to the specifications, the same shall be rejected at the risk and cost of the Firm and any losses occurring to the purchaser thereto would be borne by the Firm. Cost of transportation to be incurred in lifting the rejected store will be borne by the firm.

- 11.3** The rejected stores must be removed by the Firm from the consignee's premises within 30 days from the date of the intimation about rejection beyond which the purchaser would be free to dispose of the rejected stores at the risk and cost of the Firm.
- 11.4** The in-charge stores concerned will take reasonable view of such materials but in no case shall be responsible for any loss, shortage, damage that may occur to it while it is in the premises of the consignee.
- 12. LIQUIDATED DAMAGES:** In case the firm does not complete the supply within the laid down agreed delivery period as per contract, action will be taken against the firm as per Clause 9.3.8, 9.3.9 and 9.3.10, of Manual for procurement goods 2024,MOF.
- 13. RISK PURCHASE CLAUSE:** In the event of failure of supplier to deliver or dispatch the stores or provide the required services within the stipulated date s/period of the supply order /AT, or in the event of breach of any of the terms and condition of the AT, the purchaser will have the right to purchase the subject store elsewhere at the risk and cost of defaulting supplier after giving a notice to defaulting supplier. The cost as per Risk Purchase exercise may be recovered from the bills pending with the Purchaser even against any other supplies outside this contract or even from the pending bills with any other Govt. Department/Ministry. In the event of contract being cancelled for any breach committed and the purchaser effecting repurchase of the subject store at the risk and cost of contractor, the purchaser is not bound to accept the lower offer of Benami or allied sister concern of the contractor.
- 14. FALL CLAUSE:-**
- (i) The bidder undertakes that he will not supply the similar systems or sub-system or even quote the rate/price in the bids/tenders to any other Ministry/ Department of the Government of India, State Government, PSUs etc. at a price lower than that the offered systems or sub-system in the present/current bid/contract from the date of participation in the bid and till its completion i.e. the final date of delivery of the store/equipment. If, it is found at any stage that the similar system or sub-system was supplied/offered by the Bidder to any other Ministry/ Department of the Government of India, State Government, PSUs etc. at a lower price than that very price, with due allowance for the period mentioned above, will be applicable to the present bid and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.
- (ii) The bidder shall strive to accord the most favoured customer treatment to the buyer in respect of all matter pertaining to the present bid as per the proforma uploaded in Buyer uploaded ATC documents as **Appendix- 12**.
- 15. FORCE MAJEURE CLAUSE:** A Force Majeure (FM) means extraordinary events or circumstances beyond human control, such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability and obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not entirely excuse a party's non-performance but only suspends it for the duration of the FM. The firm must give notice of FM within a reasonable time as the conditions permit (say, not later than 14 days after its occurrence), and it cannot be claimed ex-post facto. There may be an FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary

action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (ninety) days, either party may, at its option, seek to terminate the contract without any financial repercussion on either side.

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

16. DENIAL CLAUSE (DC):

The buyer should protect himself against extra expenditure during the extended period by stipulating a denial clause (over and above the levy of LD) in the letter informing the supplier of the extension of the delivery period. In the denial clause, wherever delay in delivery is due to a default by the seller, any increase in statutory duties and/or upward rise in prices due to the PVC clause and/or any adverse fluctuation in foreign exchange are to be borne by the seller during the extended delivery period, while the purchaser reserves his right to get any Chapter 9: Contract Management 198 benefit of a downward revisions in statutory duties, PVC, and foreign exchange rate during such period. Thus, PVC, other variations, and foreign exchange clauses, in such cases, operate only during the original delivery period.

17. DEFECT LIABILITY CLAUSE:

In case of any defect in supply or manufacturing or not conforming to technical specifications, observed during survey at consignee location or later during the warranty period, the firm will be liable to replace the defective store at its cost and freight within 15 days of intimation either by the buyer or the user.

18. FRANKING CLAUSE:

Franking Clause on Acceptance and Rejection: In such cases, the inspection note, whether accepting or rejecting the goods, should be duly franked as per the franking clause given below. This clause may also be incorporated in the conditions of the contract:

“The issue of this inspection/rejection report does not acquiesce or condone the late delivery and does not intend or amount to an extension of the delivery period or keeping the contract alive. The goods are being passed/rejected without prejudice to the rights of the Purchaser under the terms and conditions of the contract.”

19. PROVISION FOR DEBARMENT OF SUPPLIERS:

As per manual for procurement of goods second edition 2024 para no 3.7.1 registration of suppliers and their eligibility to participate in procuring entities procurement is subject to compliance with the code of integrity for public procurement and satisfactory performance in contracts. Rule 151 of GFR 2017 the following regarding the “Debarment from bidding”:

- a) A bidder shall be debarred if he has been convicted of an offence:
 - i) Under the prevention of corruption act 1988, or
 - ii) the Bharatiya Niyam Samhita (BNS), 2023 or any other law for the time being in force, for causing any loss of life or property or causing threat to public health as part of the execution of a public procurement contract.
- b) A bidder debarred under the sub section (a), or successor of the bidder shall not be eligible to participate in the procurement process of any procuring entity for a period not exceeding 03 years commencing from the date of debarment.
- c) A procuring entity may debar a bidder or any of its successor from participating in any procurement process undertaken by it for period not exceeding 02 years if it determines that the bidder has breached the code of integrity.
- d) A bidder shall not be debarred unless such bidder has been given reasonable opportunity to represent against such debarment.
- e) Remaining para in regard i.e. para - 3.7.2 of Manual for Procurement of Goods, 2024 shall also be applicable in the present bid.

20. TERMINATION OF CONTRACT:

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

- 20.1** The delivery of the store as per contract is delayed for causes not attributed to Force Majeure after the scheduled date of delivery by **more than 60 days or by more than 90 days** for causes of force majeure.
- 20.2** The seller is declared bankrupt or becomes insolvent.
- 20.3** In case Performance Security is not furnished within the time period specified in the AT Supply Order/Contract.
- 20.4** In case buyer find any false declaration or wrong information regarding eligibility criteria, availability of infrastructure or any other tender conditions furnished by the firm at any stage of procurement process including the currency of contract, will result in cancellation of contract along with forfeiture of security deposit/performance bond with other legal actions as deemed fit as per GFR, 2017, Manual for Procurement of Goods 2024 (MoF) & GeM GTC.
- 20.5** Bulk supplies in the case of successful Bidder should conform to tender samples accepted in trial evaluation in all respect besides specifications mentioned in this tender.
- 20.6** Any change in Address/Telephone/Fax/e-mail should be immediately informed. The state of non- communication by the firm will make the offer liable for rejection.
- 20.7** As such decision of the Arbitration Tribunal.
- 20.8** Violation of any terms and condition of published bid including Corrigendum/Contract/Supply Order.

20.9 If the contract is terminated in whole or in part, recourse may be taken to any one or more of the following actions:

- (a) Forfeiture of the performance security;
- (b) Upon such terms and in such manner as it deems appropriate, goods similar to those undelivered may be procured and the supplier shall be liable for all available actions against him in terms of the contract (popularly called risk purchase); and
- (c) However, the supplier shall continue to fulfil the contract to the extent not terminated.

SCHEDULE OF REQUIREMENT

| S/no | Description / quality requirement | Clarification |
|-------------|---|--|
| 1 | Quantity requirement | Hand Held Ballistic Shield – 27 Nos (small size) |
| | Size (dimensional) | Small Size |
| | Weight | As per MHA QRs |
| | Protection level | As per MHA QRs (Table -2) |
| 2 | Acceptance criteria | |
| | Ballistic testing (single shot test) | Required |
| | Ballistic testing (multi shot test) | Required |
| | Wet test | Not Required |
| | Extreme temperature test | Not Required |
| 3. | Requirement of kick stand (being optional in QRs) | Not Required |

Samples - 02 Nos. of Ballistic Shield and 01 Camera required during STEC. During bulk supply firm will supply total 27 shield along with the Camera + 02 shield with 01 camera (Total 29) for final ballistic testing at Laboratory). Expenditure to be incurred in lab testing will be borne by the concerned firm.

QRs & TDs / TECHNICAL SPECIFICATIONS

MHA QRs/TDs 52/04/2018-Mod(w)Pt.1 dtd. 26.06.2019.

1. Specification of Exoskeleton is as under: -

- i) Exoskeleton should facilitate user to use Hand Held Ballistic Shield and weapon without any problem. Also, it should enable user to bear the load of shield comfortably during operations.
- ii) Weight: 4.5 kg ± 0.5 kg.
- iii) It is suggested that the specifications mentioned above are adequate as exoskeleton is an accessory for this particular equipment. It is also pertinent to note that exoskeleton should be compatible with ballistic shield being offered by the firm. Other aspects such as mobility, balancing and functionality will be evaluated during the STEC stage.

2. Camera:

- i) Camera should have night vision capability. Additionally; red colored light should not be visible on the front side of camera since it can result in detection/ exposing the location of the user in operational conditions.
- ii) Maximum weight of Camera up to 2.5 Kgs+10% Tolerance allowed
- iii) The visibility range of the camera should be 15m.
- iv) The nature and variant of the night vision should be IR based.

APPENDIX-1**OFFER LETTER**
(On letter head of bidder)

To

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

Dear Sir,

Dated: ____/____/2026

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) | Undertaking regarding adherence of all the terms and conditions of Bid, Manual for Procurement of Goods 2024 and GeM GTC. Etc. |
| (x) | Undertaking of Fall Clause |

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 do hereby declared/undertake that;
 - (a) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organization or its Ministry/ Department from participation in its Tender Processes; and/ or
 - (b) Are not convicted (**within three years preceding the last date of bid submission**) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India or abroad from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
5. We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition
6. 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.
7. 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.
8. 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.
9. 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.

10. 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.

11. **Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:** We certify as under: we are not from such a country or, if from such a country,

11.1 we are registered with the Competent Authority (copy enclosed). and;

11.2 we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered.

Signature of Bidder

(Full Name & Designation in firm

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

APPENDIX-3

COMPLIANCE STATEMENT

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

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

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)

No. 72013/0031/2026-Proc Cell-HQ NSG

TE No.-16/2024 M&E(MOD) HHBS
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) | |

| No. | 70018/0001/2024-RISHI-INDIAN SYSTEM INTEGRATOR ONLY | TE No. 16/2024 M&F(MOD) JHBS 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 ownership of premises whether owned, rented or leased | |
| | c) Complete address with nearest Police Station | |

Signature of Bidder

(Full Name & Designation in firm)

Complete address and **Contact/Mobile** details including fax, email and phone/mobile number)

APPENDIX-6**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 2: _____
(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 : ___ / ___ /2026

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 : ___ / ___ /2026

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)

APPENDIX-12

Bid No. _____

Dated _____

UNDERTAKING OF FALL CLAUSE

(On Firm's Letter head)

To,

The DG, NSG
HQ NSG, Mehram Nagar,
Near – Domestic Airport T-1,
Palam, New Delhi - 110037

Sir,

We, M/s _____ (name of the firm)

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

We shall strive to accord the most favoured customer treatment to the buyer in respect of all matter pertaining to the present case.

SIGNATURE OF BIDDER

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

APPENDIX-13

UNDERTAKING/CERTIFICATE

We M/s _____ undertake/certify that we will accept the following clause: -

- (i) Offer Validity as mentioned in the TE/Bid.
- (ii) Warranty clause as mentioned in the TE/Bid.
- (iii) Delivery Period as mentioned in the TE/Bid.
- (iv) To provide/impart Operation/function/handling/user level training free of cost to NSG personal as mentioned in the TE/Bid.
- (v) Shelf life as prescribed in the TE/Bid.
- (vi) Option Clause regarding increase/decrease the quantity up to 25 to 30% as mentioned in the TE/Bid.
- (vii) Deposition of Performance Bank Guarantee within 15 days in case of award of contract/supply order.
- (viii) Fall clause as mentioned in the TE/Bid.
- (ix) Accepted all the terms and conditions modified in published corrigendum.

SIGNATURE OF BIDDER

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

APPENDIX-14**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 Undertaking of Fall Clause | |
| 17. | APPENDIX-13 UNDERTAKING/CERTIFICATE | |
| 18. | Appendix-14 Check List of documents | |
| 19. | List of price frozen manufacturer recommended list of spares (MRLS). This will not form the part of price evaluation for deciding L1. | |
| 20. | 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. | |
| 21. | 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 | |
| 22. | Detailed MoU between foreign OEM/Manufacturer and distributor/system integrator if applying in distributor or System Integrator capacity. | |
| 23. | Copy of PAN Card of bidder firm | |
| 24. | Copy of GST Certificate of bidder firm | |
| 25. | ISO or equivalent certificate of OEM/Manufacturer. | |
| 26. | Undertaking/certificate regarding Offer Validity / Delivery Period / Warranty Period / Training / Shelf Life & Option clause regarding increase/decrease the quantity up to 25% of equipment | |
| 27. | Malicious Code Certificate of bidder firm. | |
| 28. | Incorporation Certificate/Proprietorship Certificate of bidder firm. | |
| 29. | BIS certificate should be attached | |
| 30. | 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). | |
| 31. | Copy of valid MSME-Udhyam registration/National Small Industry Corporation (NSIC) Certificate/Start-up certificate issued by DPIIT. | |

| | | |
|-----|--|--|
| 32. | Experience of Firm/OEM for supply of same/similar category product for assessment of firm's capacity/capability. | |
| 33. | 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. | |
| 34. | 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. | |
| 35. | 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. | |
| 36. | Compliance to Buyer Added Additional Terms & Conditions of Buyer/Contract certificate has been submitted by bidder in firm letter head. | |
| 37. | 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. | |
| 38. | Compliance of Corrigendum | |
| 39. | 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