

CHAPTER- I**NOTICE-CUM-INVITATION TO TENDER**

Government of India, Ministry of Home Affairs
 Directorate General, National Security Guard
 Provisioning Directorate (Procurement Cell)
 Mehram Nagar, Palam, New Delhi-110037

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 E-mail: gcproc@nsg.gov.in / tc.proc1@nsg.gov.in

OTE No.42 /2023/A&A(G)/CONCEALABLE CARBINE SMG

GeMARPTS ID: GEM/GARPTS/04122023/SH7XBL47D1VM

To,

.....

Director General, National Security Guard, Ministry of Home Affairs, Government of India, on behalf of President of India invites non-transferable **Open** e-tenders for the stores under **TWO BID SYSTEM** (Technical Bid and Price Bid) for the following stores/ services:-

2.

Sl. No.	Description of item under procurement	Qty	Estimated Cost (INR)	270 days Offer Validity up to	3% EMD (INR)	EMD valid up to
1.	Concealable 9 X 19mm Carbine SMG alongwith accessories	150 Nos.	2,70,00,000/-	27-10-2024	8,10,000/-	11-12-2024

3. **Important Dates:**

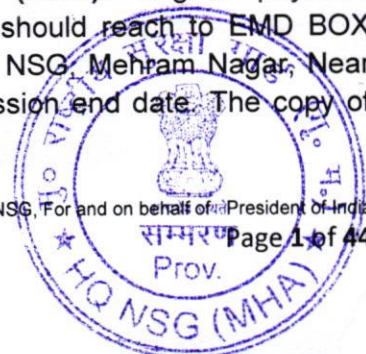
i.	Bid Publishing Date	02-01-2024,1700 hrs
ii.	Bid submission start date	03-01-2024,1000 hrs
iii.	Clarification start date	09-01-2024,1000 hrs
iv.	Clarification end date	13-01-2024,1000 hrs No clarification beyond this date will be entertained.
v.	Pre-bid meeting date, time & Venue	23-01-2024, 1100 hrs at Conference Hall, HQ NSG, Palam, New Delhi.
vi.	Bid submission end date	30-01-2024,1500 hrs
vii.	Bid opening date	31-01-2024,1600 hrs

Procedure for Submission of Earnest Money Deposit (EMD): Original payment instrument in respect of EMD, duly completed in all respect should reach to EMD BOX placed at Room No 120, Ground Floor, Procurement Cell, HQ NSG, Mehram Nagar, Near Domestic Airport, Palam, New Delhi-110037 before bid submission end date. The copy of

Signature of the bidder

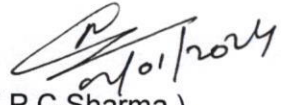
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EMD document must be uploaded along with technical bids by the bidder. Late/Non submission of original EMD document would result in rejection of bid. Except original EMD payment instrument, any bid document or part of it submitted in hard copies will be ignored. However, as per GFR 170(iii), registered Micro or small unit and Startup firm falls under exempted category (as per para 4.3 & 4.4 of chapter-III), may submit bid security declaration on the format attached at Appendix-9.

4. **Warranty:** 12 months from the date of acceptance of store.
5. **Delivery Period:** 180 Days from the date of issue of Acceptance of Tender (Supply Order). NSG reserves the right to amend the delivery period as per merit.
6. **Consignee Location:** ORD SQN, LOGISTIC GROUP, NSG Campus, Manesar, Gurugram, Haryana (INDIA) – 122051.
7. This tender document is SACROSANCT for considering any offer as complete offer. By submitting offer letter the bidder agrees that all the terms and conditions of the tender are understood and accepted. All pages of this document along with supporting documents shall be thoroughly filled, signed, stamped and uploaded online through e-Procurement site <https://eprocure.gov.in/eprocure/app>. All tender documents are available at e-Procurement website <https://eprocure.gov.in/eprocure/app>. Bidders must read the tender document carefully before submitting the offer.


 (P C Sharma)
 Group Commander (Proc),
 HQ NSG
 For and on behalf of President of
 India

Copy to:-

1	Addl DGQA, Room No.306. 3 rd Floor, 'B' Block, Africa Avenue, Sarajini Nagar Post New Delhi-110023 Email- armt-dgqa@nic.in	-	For information and necessary action please.
2	GC(WE),Ops (WE) Br, HQ NSG	-	For info please.
3	Ord Sqn, LGS Gp, NSG, Manesar	-	For info please.
4	Ord Section, Prov Br, HQ NSG	-	For info please.
5	INT Br., HQ NSG	-	For forwarding to IT Cell after security vetting please. Ops & Trg Dte. (WE Branch) vide letter No.NSG/704/272/Concealable SMG/MP- IV/2023/9994 datd-26 Oct 2023(E-1091128) has clarified that subject equipment is non sensitive in nature.
6	IT Cell, HQ NSG	-	To upload this Tender on official web site of NSG on receipt from INT Br. Complete TE already uploaded on the portal of e-Procurement System of GOI.

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CHAPTER-II**INSTRUCTIONS TO BIDDERS**

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

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

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

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

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

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

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

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

2.7. **"e-Procurement"** means the use of information and communication technology (specially the internet) by the Procuring Entity in conducting its procurement processes with

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bidders for the acquisition of goods (supplies), works and services with the aim of open, non-discriminatory and efficient procurement through transparent procedures;

2.8. "Goods" includes all articles, material, commodity, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, railway rolling stock assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library), procured or otherwise acquired by a Procuring Entity. Procurement of goods may include certain small work or some services, which are incidental or consequential to the supply of such goods, such as transportation, insurance, installation, commissioning, training and maintenance;

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

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

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

2.12. "Procurement" or "public procurement" (or 'Purchase', or 'Government Procurement/ Purchase' in certain contexts) means acquisition by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) of goods, works or services or any combination thereof, including award of Public Private Partnership projects, by a Procuring Entity, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition of goods, works or services without consideration, and the term "procure" or "procured" shall be construed accordingly;

2.13. "Procurement contract" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for Services' under certain contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the supplier, service provider or contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country. The term "contract" will also include "rate contract" and "framework contract";

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

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

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

2.17. "Prospective bidder" means anyone likely or desirous to be a bidder;

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

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

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

2.21. 'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

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

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

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

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

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

7. Bidder should go through the tenders published on the site and download the required tender documents/ schedules for the tender. After downloading the tender document/schedules, the bidder should read and understand the bid document carefully before filing the bid.

8. Clarifications, if any, can be obtained from the CPP portal or during the pre-bid meeting or by contacting the purchaser during the period scheduled as per Notice Inviting Tender. No clarification request will be entertained once the clarification period is over. Bidder should take into account the corrigendum published before submitting the bids online.

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

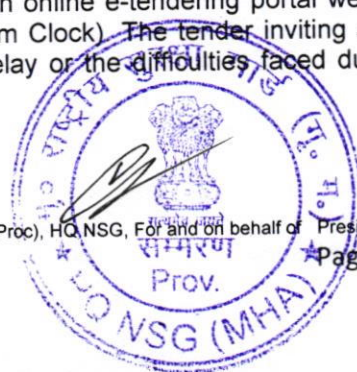
10. While filing bid online the bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments on portal. The details of the EMD instrument, physically sent should tally with the details provided on the online portal failing which bid is liable to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

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

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

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13. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
14. Any bid document uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
15. For any queries on e-tendering Process, the bidders are requested to contact the helpline given on CPP portal or on number 1-800-233-7315 or send an e-mail at cppp-nic@nic.in.
16. **Amendment of Tender Documents:** At any time prior to the last date of submission of bids, the purchaser may, whether at his own initiative or in response to a clarification sought by a prospective bidder, amend bid documents by issuing a corrigendum. The corrigendum shall be notified on the same portal on which original tender has been published. Corrigendum issued may include change in time and date of submission of tender, tender validity period, validity period of the corresponding EMD/bid security.
17. **Withdrawal, Substitution and Modification of Tenders:** The bidder, after submitting the tender, is permitted to withdraw, substitute or modify the tenders in writing without forfeiture of Bid Security/EMD, provided these are received duly sealed and marked like the original tender, up to the date and time of receipt of the tender.
18. No bidder will be allowed to withdraw its bids after technical bids have been opened or during the bid validity period. If any bidder intends to withdraw after opening of technical bids and during bid validity period, its EMD will be forfeited.
19. If after award of the contract, the successful bidder (L1) fails to provide required number of tendered stores, the contract is liable to be cancelled along with forfeiture of performance security deposit and other consequential actions such as blacklisting of the firm etc
20. The purchaser reserves the right to increase or decrease the quantity of the stores at any stage or to cancel or reject any/all of the tendered requirements without assigning any reasons.
21. For any change in terms and condition of tender/tender specifications, the bidder is requested to visit CPP e-Procurement site <https://eprocure.gov.in/eprocure/app> regularly.
22. If it is come to the notice of purchaser that bidder has hide information about its banning/debarment/blacklisting the EMD shall be forfeited.

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CHAPTER-III**GENERAL CONDITION OF CONTRACT**

1. The conditions of contract which will govern any contract made are contained in the GFR 2017, Manual for procurement of goods 2017 & all other rules, policies, guidelines and amendments thereof, issued by MHA, CVC and other departments of Government of India before issuance of this Tender. Any special conditions attached to this invitation to tender will also form part of the conditions of contract and will supersede any general condition.
2. The Purchaser preference will be given in accordance to **Rule 153 of GFR 2017** and **clause 1.10.4 of Chapter-I** of Manual for procurement of Goods 2017 and **MSMED Act 2006** and **Public Procurement Order (Preference to Make in India) 2017** issued by Department of Industrial Policy and Promotion, Ministry of Commerce letter dated 15.06.2017 and amendment issued vide order No. P-45021/2/2017-PP (BE-II) dated 04th June, 2020 and any other relevant order/amendments to existing orders which is in force at the time of opening of this tender.

3. Offer Validity:

3.1 Offer validity will be as per **Clause-2 of Chapter-I** and can be extended from time to time by NSG as per merit.

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

4. EARNEST MONEY DEPOSIT (BID SECURITY):

4.1 EMD in form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque drawn in favor of Pay and Accounts Officer, National Security Guard payable at New Delhi is only acceptable.

4.2 ~~Foreign bidder to submit irrevocable bank guarantee (in equivalent Foreign Exchange amount) issued or confirmed from any of the Indian scheduled commercial bank. The EMD should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) — an international convention regulating international securities.~~

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

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

4.5 **Registered Micro or small** units and **Startup** firms falls under exempted category shall submit the bid security declaration in place of EMD valid up to the date as mentioned in **Clause-2 of Chapter-I** be furnished by the bidder in the format provided in attached **Appendix-9** in this tender document.

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

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

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

4.9 The EMD is liable to be forfeited if bidder fails produce sample equipment for technical evaluation and trial at the place & time whenever asked by the technical evaluation committee as prescribed in this tender.

4.10 The Earnest Money of the successful bidder shall be returned after the security deposit is furnished as per AT/Purchase order. If the successful bidder fails to furnish the

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security deposit as required in the contract within the stipulated period, the Earnest Money shall be forfeited by the purchaser.

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

5. SECURITY DEPOSIT:

5.1 The successful bidder will be required to furnish **Security Deposit @ 3%** of the contract value within stipulated time as mentioned in acceptance of tender / award of contract.

5.2 Security Deposit in form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque drawn in favor of Pay and Accounts Officer, National Security Guard payable at New Delhi, in the format provided in attached appendix in this tender document is only acceptable.

5.3 ~~Foreign bidder to submit irrevocable bank guarantee (in equivalent Foreign Exchange amount) issued or confirmed from any of the Indian scheduled commercial bank. The security deposit should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) — an international convention regulating international securities.~~

5.4 Failure on the part of the bidder to deposit the security deposit within the stipulated time will make the order null & void along with forfeiture of Earnest Money deposited or other action as per terms and conditions of the contract. Security deposit will be returned to successful bidder on submission of performance security.

6. PERFORMANCE SECURITY:

6.1 The successful bidder will have to submit a Performance Guarantee equivalent to 3% of the Contract value or as mentioned in the purchase order, valid till two months beyond the expiry of the Warranty/Guarantee period.

6.2 Performance Security in the form of account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque drawn in favor of Pay and Accounts Officer, National Security Guard payable at New Delhi is only acceptable.

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

6.4 ~~Foreign bidder to submit irrevocable bank guarantee (in equivalent Foreign Exchange amount) issued or confirmed by any of the Indian scheduled commercial bank. The performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) — an international convention regulating international securities. Performance Security shall be governed by Indian laws and be subject to the jurisdiction of courts of the place of issue of the Purchase Order or Acceptance of Tender (AT).~~

7. CLARIFICATION ON TENDER DOCUMENT:

7.1 Bidder can request for clarification on bid documents if any, within the time limit define in **clause 3 of Chapter-I**.

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

8. CURRENCY OF BID:

8.1 ~~The Foreign Bidders are allowed to quote price (and get paid) in RBI's notified basket of foreign currencies — US Dollar or Euro or Pound Sterling or Yen etc., in addition to the Indian Rupees — except for expenditure incurred in India (including agency commission if any) which should be stated in Indian Rupees.~~

8.2 Indian Rupee (INR) only.

9. WARRANTY:

9.1 Minimum warranty period of tendered stores will be as per **clause 5 of chapter-I** and this will supersede the warranty specified in the QRs/TDs published if any.

9.2 Warranty will be comprehensive and will start from the date of final acceptance of the store.

9.3 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.

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9.4 If Stores/part of stores which are found defective or damaged or unserviceable or degrade or performance is not reported as per QRs/TDs 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.

9.5 Unless specified in tender documents, by signing the bid document bidder hereby declares that the store offer in response to this tender shall be of best quality and brand new in all respects and shall be strictly in accordance with the specification contained in the contract.

9.6 Unless specified in tender documents, by signing the bid document bidder hereby declares that the store offer in response to this tender would continue to perform as per Qualitative Requirements/Specifications published in this tender for a period of warranty from the date of final acceptance of store by buyer.

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

10. AMC, CAMC and SPARES PARTS:

10.1 ~~The bidder shall submit the rates of AMC and CAMC in percentage of basic price per unit separately for subsequent five years post warranty.~~

10.2 The firm will provide frozen rate list of manufacturer's recommended list of spares (MRLS) with price valid for 4 years for field level and base level repairs and spares backup, backup must be assured at least for fifteen years after the warranty period.

10.3 ~~The AMC or CAMC or spare parts rates quoted by bidder in this tender will not be binding on the purchaser.~~

10.4 Unless specified in tender documents, by signing the bid document bidder hereby declares that they will supply the spare parts, if and when required on agreed basis for an agreed price.

10.5 By signing this bid, bidder undertakes to give adequate advance notice to the purchaser of the equipment and to provide blue prints of spares before going out of production for equipment under contract.

10.6 A complete list of service centers & customer support helpline number in Delhi-NCR or India, along with details of technical personnel manning the service centers must also be uploaded in attached appendix in this bid.

10.7 Bidders to submit details of SMT (Special maintenance Tools) and STE (Special Testing Equipment) to be used for repair of equipment.

11. SUBMISSION OF THE PROPOSAL IN TWO BID SYSTEM:

A bidder is required to submit the offer in **two** bid system only, the details is as under:

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

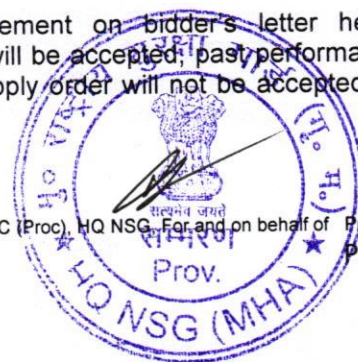
11.1.1. Appendix 1 Offer letter by bidder duly filled and prepared on bidder's letter head.

11.1.2. Appendix 2 Undertaking by bidder on its letter head.

11.1.3. Appendix 3 Compliance statement on bidder's letter head: Compliance status on each parameter of tender specification published shall be filled for the equipment offered by the bidder. Non-compliance to the any parameter of published specification will be a disqualification.

11.1.4. 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.

11.1.5. Appendix 5 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.

11.1.6. Appendix 6 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.

11.1.7. Appendix 7 ECS Performa for e-payment: ECS mandate form duly completed in all aspect should be submitted by the bidder. Any wrong payment made due to wrong ECS form submitted, will be responsibility of the bidder.

11.1.8. Appendix 8 Bid security declaration.

11.1.9. Appendix 09 Declaration for local content

11.1.10. Appendix 10 Bidder to check the documents required to be attached with the technical bid.

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

11.1.12. List of **price freeze manufacturer recommended list of spares (MRLS)**. This will not form the part of price evaluation for deciding L1.

11.1.13. ~~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.~~

11.1.14. 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.

11.1.15. Detailed MoU between OEM/Manufacturer and distributor if applying in distributor capacity.

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

11.1.17. Incorporation Certificate or industrial License of bidder firm.

11.1.18. Copy of GST registration of firm.

11.1.19. Copy of PAN of bidder firm.

11.1.20. Last two year balance sheet or Income tax return of bidder firm.

11.1.21. The technical literature of the tendered store offered by the bidder with respect to specification published in the tender. Don't enclosed technical document of other equipments or non-relevant documents.

11.1.22. Any other relevant information.

11.1.23. The technical bid in clear legible format with maintaining above mentioned sequence of documents be uploaded on CPP portal for considering an offer as responsive bid.

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

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

11.1.26. Bidder shall provide **EUC format** with the technical bid wherever required.

11.2. COMMERCIAL BID:

11.2.1. Bidder must upload price bid in BoQ format on CPP portal only which is uploaded separately with bid document.

11.2.2. The bidders should give break up of quoted prices in terms of basic price, applicable GST, Custom duty, other taxes and duties if any.

11.2.3. The firm shall upload the frozen rate list of manufacturer's recommended list of spares (MRLS) valid for 4 years for field level and base level repairs and spares backup, backup must be assured at least for fifteen years after the warranty period.

11.2.4. ~~The bidder shall submit the rates of AMC and CAMC in percentage of basic price separately for subsequent five years post warranty.~~

11.2.5. Rates quoted for ~~AMC or CAMC or MRLS~~ will not be considered to finalize the L-1 (Lowest) bidder.

12. EVALUATION OF THE PROPOSAL:

12.1. CRITERIA FOR RESPONSIVE BID: All factors will be taken into account for evaluating the bids on common platform before awarding the contract to responsive and most advantages bidder for buyer. Tender that does not meet the basic requirements

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specified in the bid documents are to be treated as unresponsive and will be ignored. Evaluation of tender will be done in two stages on fulfilling of following conditions:

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

12.1.2. Required EMD/bid security declaration in original or proof of exemption from EMD has been submitted.

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

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

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

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

12.2. STAGE-I: TECHNICAL EVALUATION CUM TRIAL :

12.2.1. Only eligible firms whose bids are found responsive bid and completed in all respect as per tender enquiry published will be entertained.

~~**12.2.2.** Bidders must read the tender conditions carefully specially specifications or QRs/TDs published~~

~~with the tender before applying.~~

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

~~**12.2.4.** The technical evaluation of technical bids and samples may include any one or more methods like conducting a functional demonstration, physical evaluation of the samples, detailed power point presentations, examination of all supporting documents and lab test certifications etc against the laid down conditions of tender enquiry and QRs/TDs* published with this tender.~~

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

12.3. STAGE-II:- FINANCIAL EVALUATION:

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

~~**12.3.2.** For evaluation and comparison of offers on equitable basis, all the quoted prices (with different currencies) will be converted into Indian Rupees as per the selling exchange rates established by RBI/SBI as prevailing on the date of opening of Tender.~~

12.3.3. Successful bidder will be evaluated on the basis of net lowest cost to the Govt.

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

12.3.5. Ranking for consideration lowest one (L-1) will be decided on the basis of free delivery to consignee basis.

13. CRITERIA FOR AWARDING

Contract to successful L-1 eligible bidder will be based on qualifying all stages of evaluation.

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14. PRE DELIVERY INSPECTION (PDI) PROCEDURE: (Not applicable)

DGQA inspection is mandatory as per the term and conditions of DGQA and mutually agreed by the DGQA and L1 firm.

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

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

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

15.3. Final inspection will be carried out on receipt of goods at consignee location or the location mutually agreed by buyer and seller before accepting them. On receipt of stores at **consignee location**, seller should immediately request for schedule an inspection.

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

15.5. Goods accepted by the purchaser at the initial and final inspections, in terms of the contract, shall in no way dilute the purchaser's right to reject them later, if found deficient in terms of the warranty clause of the contract.

15.6. If any store is rejected in final inspection as not conforming to conditions of contract, the same lot must be replaced within 40 days before final acceptance. Alternatively at purchase's option if any payment has been made to the seller shall be refunded within 40 days from the date of issue of such notice of rejection.

16. TERMS OF DELIVERY & DISPATCH INSTRUCTIONS:

16.1. Free delivery till consignee location.

16.2. Delivery period will start from the date of issue of AT/Purchase order for the store.

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

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

16.5. 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.

16.6. Store must be delivered in one lot i.e. complete and final quantity for conducting of final inspection and acceptance.

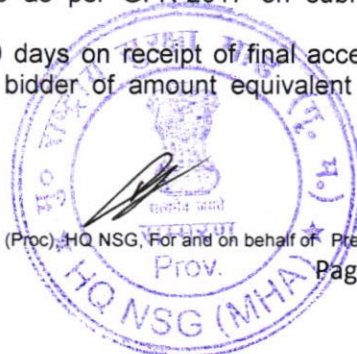
16.7. ~~Foreign bidder quoting directly where store is to be imported delivery term is DDP- consignee location or CIP-Delhi in accordance to INCOTERMS 2010 along with Para 17.1 to 17.6 above.~~

16.8. ~~In case of CIP-Delhi only custom duties, GST and other applicable taxes in India will be paid by the purchaser if not added by the seller in their price quote on ICEGATE i.e. www.icegate.gov.in on generation of demand challan. All other arrangement and expenses unloading at port, filing of bill of entry, hiring of custom handling agent, loading, transportation from port to consignee location and other miscellaneous charges are to be borne by seller. Documentary support will be provided by the NSG on request of firm.~~

17. PAYMENT TERMS FOR BIDDER:

17.1. MODE OF PAYMENT: All Payment will be made through "e-payment" for which duly completed ECS mandate form has to be submitted by bidder with this tender. Part payments and advance payments are applicable as per GFR-2017 on submission of adequate safeguards by the contractor.

17.2. Payment will be made to the firm within 30 days on receipt of final acceptance of store and furnishing of performance security by bidder of amount equivalent to 3% of



AT/Purchase Order value bearing validity of warranty plus two month from the date of acceptance of store.

17.3. FOR FOREIGN BIDDER: 100% payment will be made to the firm through an usance or at sight Irrevocable Letter of Credit on receipt of final acceptance of store and furnishing of performance security by bidder of amount equivalent to 10% of AT/Purchase Order value bearing validity of warranty plus two month from the date of acceptance of store.

17.4. MODE OF PAYMENT: All Payment will be made through "e-payment" for which duly completed ECS mandate form has to be submitted by bidder with this tender. Part payments and advance payments are applicable as per GFR-2017 on submission of adequate safeguards by the contractor.

17.5. Payment through Opening of Letter of Credit (LC) will be made on presentation of complete set of clean original shipping documents, signed commercial invoice, packaging list, Insurance certificated for value equal to 110%, manufacturers Inspection Certificate, Guarantee/Warranty Certificate, Certificate regarding Country of Origin, Certificate from the seller that copy of shipping/sea freight documents have been dispatched to the applicant, proof of submission of Performance security bond and certificate from the buyer for satisfactory performance of store supplied under the contract and any other document required under the law, or mentioned in the supply order.

18. PURCHASE AND PRICE PREFERENCE CLAUSE: The Purchaser preference will be given in accordance to **Rule 153 of GFR 2017** and **clause 1.10.4 of Chapter-I** of Manual for procurement of Goods 2017 and **MSMED Act 2006** and **Public Procurement Order (Preference to Make in India) 2017** issued by Department of Industrial Policy and Promotion, Ministry of Commerce letter dated 15.06.2017 and amendment issued vide order No. P-45021/2/2017-PP (BE-II) dated 04th June, 2020 and any other relevant order/amendments to existing orders which is in force at the time of opening of this tender.

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

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

18.2.1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

18.2.2. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

18.3. In the procurements of goods or works, which not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

18.3.1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

18.3.2. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

18.3.3. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference



shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

18.4. EXEMPTION OF SMALL PURCHASES: Procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from price preference clause.

18.5. MARGIN OF PURCHASE PREFERENCE: The margin of purchase preference shall be 20%.

18.6. MINIMUM LOCAL CONTENT:

18.6.1. Class-I local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.

18.6.2. Class-II local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.

18.6.3. Non-Local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.

18.7. VERIFICATION OF LOCAL CONTENT:

18.1.1. 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 and provide self-certification 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.

18.1.2. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'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 suppliers other than companies) giving the percentage of local content.

18.1.3. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

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

19. PRICE VARIATION CLAUSE (Not Applicable)

PVC clause under Para 6.6 of chapter 6 and annexure 15 of manual for procurement of goods 2017 is applicable for the high value contract having delivery period more than 18 month from the date of award of contract.

20. EXCHANGE RATE VARIATION (Not applicable)

ERV clause under Para 6.7 of manual for procurement of goods 2017 is applicable for the contract having delivery period more than one year from the date of award of contract.

21. TRAINING:

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The bidder shall provide training to the user & Armourer after successful acceptance of stores of an appropriate duration or minimum 05 days at the consignees/users location as specified by the purchaser without any additional cost.

22. OPTION CLAUSE:

22.1. UNDER PARA 9.3 OF MANUAL FOR PROCUREMENT OF GOODS 2017:

22.1.1 The purchaser reserves the right to increase/decrease the ordered quantity by up to 25 (Twenty Five) per cent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).

22.1.2 The purchaser reserves the right to place 25% extra order under tolerance/option clause on the successful bidder at the rates quoted by bidder at the time of placement of contract or during the currency of the contract.

23. LIQUIDATED DAMAGES:

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

24. LAB TEST CERTIFICATES: (AS PER QRs/TDs OR SPECIFICATIONS)

~~24.1. Bidder has to produce original and copies of Lab Test/Inspection certificate/report at the time of Technical Evaluation confirming to the each parameter of QRs/TDs (specification of tendered store).~~

~~24.2. Unless specified in approved QRs/TDs Lab Test/Inspection certificate for tendered store must be issued by Govt./Private Lab which are accredited by Indian or foreign Accreditation Bodies which is a member of ILAC or recognized regional co-operation bodies for scope of testing for that particular test.~~

~~24.3. This Lab test report requirement will be in accordance to the requirement of QR/TDs of tendered item.~~

25. JURISDICTION:

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

25.2. The Court of the New Delhi shall alone have a jurisdiction to decide any dispute arising out of or in respect of the contract. In the case of dispute or difference arising between the purchaser and the supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be settled in accordance with the Indian Arbitration and Conciliation Act, 1896. Arbitration Proceedings shall be held at New Delhi, India and the language of the arbitration Proceedings and that of all documents and communications between the parties shall be English.

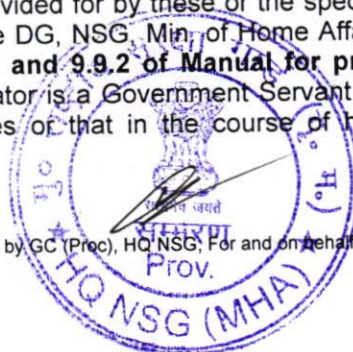
26. LAWS GOVERNING THE CONTRACT

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

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

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Government servant he has expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract, it is term of this contract that:

27.1. If the arbitrator be the DG, NSG, Ministry of Home Affairs:

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

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

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

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

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

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

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

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

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

28. PATENT AND OTHER INDUSTRIAL/ INTELLECTUAL PROPERTY RIGHT

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

29. TRANSFER AND SUB-LETTING

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

30. PENALTY FOR USE OF UNDUE INFLUENCE

The seller should undertake that he has not given, offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage or inducement to any person in service of the Purchaser or otherwise in Procuring, the Contract or Forbearing to do or for having done or forborne to do any act in relation or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other Contract with the Government. Any breach of the aforesaid undertaking

by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offers by the seller or any one employed or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1847 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other Contract with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Purchaser or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the Purchaser or to any other person in a position to influence any officer/employee of the Purchaser for showing any favor in relation to this or any other contract, shall render.

31. PAST PERFORMANCE

Bidders must enclose performance statement for the previous years in the Performa supplied with the tender **as per Appendix-6 attached in this bid**. The decision of DG, NSG on the assessment of the past performance of the bidder will be final.

32. PRICE

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

33. FALL CLAUSE

33.1. The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, 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 the Bidder to the Buyer, if the contract has already been concluded.

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

34. DENIAL CLAUSE

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

35. RISK PURCHASE CLAUSE

35.1. In the event of failure of supplier to deliver or dispatch the stores or provide the required services within the stipulated dates/period of the supply order /AT, or in the event of breach of any of the terms and condition of the AT, the purchaser will have the right to purchase the subject 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 supplier even against any other supplies outside this contract or even from the pending bills with any other Govt. Department/Ministry.

35.2. In the event of contract being cancelled for any breach committed and the purchaser effecting re-purchase 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.

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

35.4. All bidders are liable to field their equipment for trial within given date & time at a desired place. Failing which action as per conditions of Bid Security Declaration shall be taken against the firm.

35.5. 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 bidder will be liable to replace the defective store at their cost.

36. FORCE MAJEURE CLAUSE: In extraordinary events or circumstance 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) the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. This clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The contractor has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. In situation when the purchase organization only gets affected with FM in such a situation, the NSG is to communicate with the bidder along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding **90 (Ninety) days**, either party may at its option terminate the contract without any financial repercussion on either side. Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the bidder would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

37. 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:

37.1. 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 90 days or by more than 90 days for causes of force majeure.

37.2. The seller is declared bankrupt or becomes insolvent.

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

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

37.5. 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.

37.6. 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.

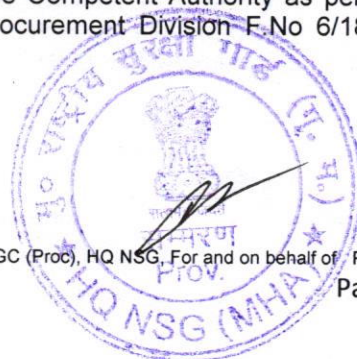
38. GOVERNMENT REGULATIONS

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

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

Signature of the bidder

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CHAPTER-IV

SPECIAL CONDITIONS OF CONTRACT

DGQA inspection is mandatory as per the terms and conditions of DGQA and mutually agreed by the DGQA and L1 firm.

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CHAPTER-V

ELIGIBILITY AND QUALIFICATION CRITERIA**1. ELIGIBILITY CRITERIA:**

The eligibility condition is subject to order No.P-45021/2/2017-PP(BE-II) dated 04.06.2020 regarding Procurement (Preference to Make in India, Order 2017) issued by Ministry of commerce & Industries (Department of Promotion of Industry & Internal Trade) and any other relevant order/amendments to existing order which is in force at the time of opening of this tender.

Purchaser reserves the right to verify the bidder's or their principal OEM/manufacture's capability or capacity through all available means. Any adverse report during the tendering process or after the award of contract will invite rejection of bid or cancellation of award of contract issued without assigning any reason or clarification.

2. INDIAN MANUFACTURER/OEM:

- 2.1. Indian manufacturer/OEM is allowed to participate in this tender.
- 2.2. Manufacturer/OEM must have a registered after sales service support facility with qualified technical capabilities in Delhi-NCR or India. **(details to be furnished in Appendix-5).**
- 2.3. Manufacturer/OEM which does not have after sales service support facility in Delhi-NCR or India, will have to furnish additional performance bond of value of 3% of contract valid for **05 years** after warranty.

3. INDIAN DISTRIBUTOR OF INDIAN MANUFACTURER/OEM:

Indian consultant/reseller/business partner/distributor of Indian manufacturer/OEM is allowed to bid in the tender subject to production of following documents: (upload copy with bid)

- 3.1. Indian consultant/reseller/business partner/distributor of manufacturer/OEM must have a valid MoU agreement with manufacturer/OEM on line of following parameters:
 - 3.1.1. MoU must be valid and of sufficient duration for tendered item.
 - 3.1.2. Authorization to participate or quote in this tender on behalf of manufacturer/OEM for a specific territory or specific set of items.
 - 3.1.3. Commitment of manufacturer/OEM for providing all after sales support services like spares, accessories, consumables, tools, repair and testing equipment etc to the buyer during the warranty and AMC or CAMC period.
 - 3.1.4. Commitment of manufacturer/OEM for performance of store during warranty period.
 - 3.1.5. Declaration that manufacturer/OEM does not have sufficient marketing arrangements in respect of the specified territory or set of items.
 - 3.1.6. Commitment that manufacturer/OEM will inform the buyer about cancellation of distributorship or appointment of new distributor during life cycle of tendered item or before discontinuing of production of the equipment.
 - 3.1.7. Commitment that manufacturer/OEM will accept the responsibility for the satisfactory execution of purchase order placed on the authorized distributors/business partner.
 - 3.1.8. That manufacturer/OEM will provide requisite inspection and testing facilities at his manufacturing/work location in respect of orders placed on authorized distributors.
 - 3.1.9. The authorized distributor's price will not exceed that which the manufacturer would have quoted.
 - 3.1.10. The manufacturer/OEM will declare the quantum of commission or the margin of profit to which authorized distributor is entitled.
- 3.2. Inspection challan authorized by distributor would be accompanied by a certificate from the manufacturer that the stores covered under the challan have been manufactured by them and the stores offered and supplied would bear the trade mark of the manufacturer.
- 3.3. That authorized distributor besides the quoted price will indicate the manufacturer's price along with copy of Performa invoice issued by manufacturer/OEM.

Authorized Indian consultant/reseller/business partner/distributor must have a registered after sales service support facility with qualified technical capability on behalf of manufacturer/OEM and must have capabilities to provide periodic maintenance, repair and after sale services during warranty and AMC or CAMC period in Delhi-NCR or India, with provisions of additional spare parts on fixed rates, testing & maintenance equipments/tools and technically skilled manpower. (details to be furnished in Appendix-5)

Signature of the bidder

This bid document is digitally signed by GO (Proc) HQ NSG for and on behalf of President of India



CHAPTER-VI

SCHEDULE OF REQUIREMENT

Sl	Item	Quantity required
1	Concealable 9 X 19mm Carbine SMG alongwith accessories	150 Nos.
2	List of Accessories	
(a)	Laser Aiming Device	150
(b)	Magazine	450
(c)	Field Cleaning Kit	150
(d)	Standard Weapon Tool Kit	150
(e)	Measurement Gauge (Go and No Go)	02
(f)	Filler Gauge	02
(g)	Firing Pin Protrusion Gauge	02
(h)	Maintenance Manual in English	15
(i)	Technical Literature in English	15
(j)	Training manual and user Hand Book/Training brochure/video film	05
(k)	Manufactures recommended list of spares for four years for field level and base level repairs and spares backup, backup must be assured at least for fifteen years	As per weapon of vendor
(l)	List of STEs/SMTs /Test Jigs for repair and testing of main equipment at field level.	
(m)	Illustrated spares part list	

Signature of the bidder

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CHAPTER VII

TECHNICAL SPECIFICATION (QRs / TDs)

QRs/TDs enclosed with the NIT.

Signature of the bidder

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APPENDIX-1

OFFER LETTER*(On letter head of bidder)*

To

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

Dear Sir,

Dated:

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

2. I/We have understood the conditions and instructions of contract which will govern by rules/policies/guidelines **contained in the GFR 2017, Manual for procurement of goods 2017, all related orders issued by MHA, CVC and various** departments of Government of India which has been issued before issuance of this Tender. I/We have also understood that **any special conditions attached to this invitation to tender will also form part of the conditions of contract and will supersede any general condition.**
3. The following pages have been added to and form part of this tender.

- a. _____
- b. _____
- c. _____
- d. _____

Yours faithfully,

Signature of one
 witness

(Address of Witness)

.....

Signature of Bidder

Full Name

*Designation in
 firm*

*Complete
 address*

Phone/Mobile No.

Fax No./E-mail ID

Signature of the bidder

This bid document is digitally signed by GC (Proc), HQ NSG, For and on behalf of President of India



APPENDIX-2**DECLARATION CERTIFICATE***(On letter head of firm)*

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

Signature of Bidder
Full Name
Designation in firm
Complete address
Phone/Mobile No.
Fax No./E-mail ID

Signature of the bidder

This bid document is digitally signed by GC (Proc), HQ NSG, For and on behalf of President of India

APPENDIX-3

COMPLIANCE STATEMENT

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

- a. Name of Item :
- b. OEM of Item :
- c. Country of origin :
- d. Make/Model/Lot No. :
- e. Bidder to furnish compliance details on each Specification/parameter whether equipment offered is complying with Specification or otherwise as per proforma given below:-

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

Signature of Bidder

Full Name

Designation in firm

Complete address

Phone/Mobile No.

Fax No./E-mail ID

Signature of the bidder

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APPENDIX-4

COMPLETE DETAILS OF MANUFACTURER/OEM, DISTRIBUTOR AND SYSTEM INTEGRATOR

1.	a. Name of authorized Signatory of Bidder	
	b. Complete Address with Telephone, Fax, E-mail and Website Etc.	
2.	Capacity in which applying in this bid (Mention any one of the following Indian manufacturer/OEM, Foreign Manufacturer/OEM, Distributor of Indian Manufacturer/OEM, Distributor of Foreign Manufacturer/OEM, Indian System Integrator or others)	
3.	INDIAN MANUFACTURER/OEM	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. (attach supporting documents)	
	f. Manufacturing & proof testing of fire arms license number along with details of issuing agency (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.) (attach copy with bid)	
	g. Number of license for commencement commercial production of fire arms along with details of issuing agency (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.) (attach copy with bid)	
	h. Furnish the details Income Tax assessment office address contact details like Income Tax clearance certificate/ PAN (attach copy with bid)	

Signature of the bidder

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i.	Furnish the details of Industrial Tax registration i.e. GST/ Excise/VAT etc. with office address & contact details of assessment office. <i>(attach copy with bid)</i>
j.	Furnish details of certificate of concerned Chamber of commerce for established manufacturer/ OEM for Tendered Item <i>(attach copy with bid)</i>
k.	CRISIL Rating of firm, BIS (ISI Mark), ISO registration if any (Yes/No) if yes attach copies <i>(attach copy with bid)</i>
l.	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 a valid legal evidence for the same)</i>
m.	Covered area & Open area of manufacturing facility in Sq ft
n.	Whether located at Govt authorized Industrial/ commercial place (Yes/No)
o.	Details of Power connection load capacity and name Issued
p.	Functional departments of Manufacturing unit (details thereof)
q.	Details of Plant and Machinery functioning in each department
r.	Make & model of main machine
s.	Date of purchase & commissioning
t.	Life of the Machine
u.	Details of subsidiary if any
v.	Details and stocks of raw material held
w.	Normal & Maximum Production capacity of item with existing plant & machinery
x.	Details of machinery for quality control products (such as laboratory etc.)
y.	Maximum no of workers employed on any day during the 18 months preceding the date of application
z.	Number of Skilled worker employed

Signature of the bidder

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	a. a) Un-skilled worker employed	
	b. b) Details of PF & ESI registration (if any)	
	cc. Whether tendered item is tested by any National/International accredited Lab. <i>(attach copy with bid)</i>	
	d. d) 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.	
4.	INDIAN DISTRIBUTOR OF INDIAN MANUFACTURER/OEM	<i>Details to be furnish by Indian distributor of Indian manufacturer/OEM only</i>
	a. Name of Indian distributor	
	b. Complete Address with Telephone, Fax, E-mail and Website Etc.	
	c. Name & Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail)	
	d. Factory/Plant details of Indian distributor (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.)	
	e. Clarify nature of firm whether Proprietary Firm, Pvt Firm, Public firm, LLC, partnership firm etc. <i>(attach supporting documents)</i>	
	f. Industrial License/ Permit number along with details of issuing agency (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.) <i>(attach copy with bid)</i>	
	g. Furnish 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/ Excise/VAT etc. with office address & contact details of assessment office. <i>(attach copy with bid)</i>	
	i. Percentage of commission/profit on OEMs invoice charged for tendered store.	
	j. CRISIL Rating of firm, BIS (ISI Mark), ISO registration if any (Yes/No) if yes attach copies <i>(attach copy with bid)</i>	
	k. Whether office premises fully owned or leased/rented or other firm's facility is being used by distributor <i>(Give brief details and</i>	

Signature of the bidder

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

Signature of the bidder

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	g. Furnish Income Tax assessment office address contact details. (Attach Income Tax clearance certificate/ PAN)(attach copy with bid)	
	h. Furnish the details of Industrial Tax registration i.e. GST/ Excise/VAT etc. with office address & contact details of assessment office.(attach copy with bid)	
	i. CRISIL Rating of firm, BIS (ISI Mark), ISO registration if any (Yes/No) if yes attach copies	
	j. Whether firm premises fully owned or leased/ rented or other firm's facility is being used by system integrator (Give brief details and upload a valid legal evidence for the same)	
	k. Covered area & Open area of firm facility in Sq ft	
	l. Whether located at Govt authorized Industrial/commercial place (Yes/No)	
	m. Details of Power connection load capacity and name Issued	
	n. Functional departments of Integration unit (details thereof)	
	o. Details of Plant, tools and Machinery functioning in each department	
	p. Details of machinery for quality control products (such as laboratory etc.)	
	q. Details of materials, components, parts etc which are to be imported by the firm for tendered store	
	r. Value of Indigenous component in percentage (%) of the complete tendered store	
	s. Value of Import component in percentage (%) of the complete tendered store	
	t. Maximum no of workers employed on any day during the 18 months preceding the date of application	
	u. Number of Skilled/technical worker employed	
	v. Un-skilled worker employed	
	w. Details of PF & ESI registration (if any)	
	x. Whether firm facility is certified by any National/International accredited Lab. (Attach copies of certificates)(attach copy with	

Signature of the bidder

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	<i>bid)</i>	
	y. Any criminal or civil court case against firm or owner or director/directors of the firm (Write Yes/No). If yes, then furnish complete details.	
6.	Whether Micro, Small or Startup Enterprises? (Yes/No) (Attach certificate with the bid)	
	a. Registration Number	
	b. Registration Authority	
	c. Registration Issue date	
	d. Registration validity date up to	
	e. Tendered store is covered (Yes/No)	

Declaration:

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

Signature of Bidder

Full Name

Designation in firm

Complete address

Phone/Mobile No.

Fax No./E-mail ID

Signature of the bidder

This bid document is digitally signed by GC (Proc), HQ NSG, For and on behalf of President of India



APPENDIX-5**FORM OF SERVICE CENTRE OR WORKSHOP FOR AFTER SALE SUPPORT***(Essentially to be filled by all Bidders)*

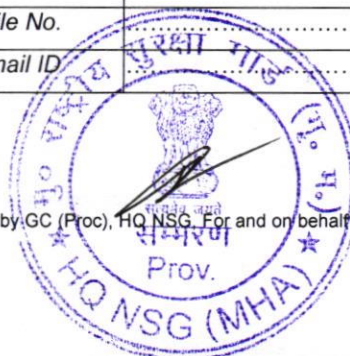
1.	Details of service center or workshop for after sale support	
	a. Name of service center	
	b. Name of Contact person	
	c. Complete Address with Telephone, Mobile, Fax, E-mail or website	
2.	Details of accreditation of Service Centre & Workshop, if any	
3.	Registration of service center or Lab/Workshop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

Signature of Bidder
Full Name
Designation in firm
Complete address
Phone/Mobile No.
Fax No./E-mail ID

Signature of the bidder

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APPENDIX-6**PERFORMANCE STATEMENT***(On letter head of bidder)*

Name of Bidder: _____

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

NOTE:

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

Signature of Bidder

Full Name

Designation in firm

Complete address

Phone/Mobile No.

Fax No./E-mail ID

Signature of the bidder

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APPENDIX-7**PRE- CONTRACT INTEGRITY PACT****1. GENERAL**

1.1. Whereas the PRESIDENT OF INDIA, represented by NSG, hereinafter referred to as the Buyer and the first party, proposes to procure (Name of the Equipment), hereinafter referred to as Stores, and M/s.....
....., represented by
..... (Designation which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Seller and the second party, is willing to offer/ has offered the stores.

1.2. Whereas the Bidder is a private company/public company/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Ministry of the Government of India performing its functions on behalf of the President of India.

2. OBJECTIVES

2.1. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

2.1.1. Enabling the Buyer to obtain the desired defence stores at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

3. COMMITMENTS OF THE BUYER

3.1. The Buyer commits itself to the following:-

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

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

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

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3.2. In case of any such proceeding misconduct on the part of such official (s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and as such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDER

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

4.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

4.2. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person relation to the Contract or any other Contract with the Government.

4.3. The Bidder will not collude or enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, and subsidiary contract etc to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.4. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

4.5. The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

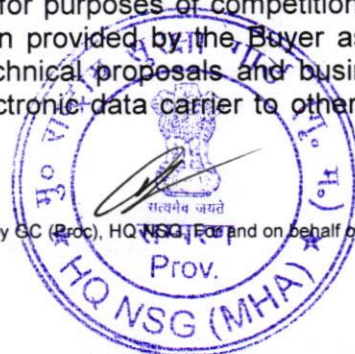
4.6. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.7. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier to others and not to

Signature of the bidder

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commit any offence under PC/IPC Act. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

4.10. ~~Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.~~

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

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

4.13. In case of sub-contracting, the bidder shall take responsibility of the adoption of IP by the sub-contractor.

5. PREVIOUS TRANSGRESSION

5.1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

5.2. If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. COMPANY CODE OF CONDUCT

6.1. Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

7. SANCTIONS FOR VIOLATION

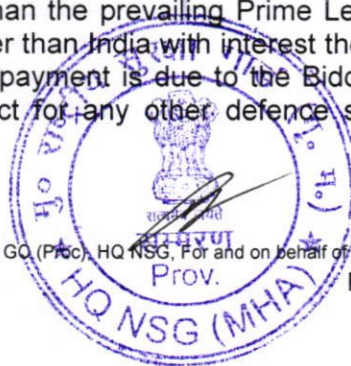
7.1. Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1888 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-

7.1.1. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other bidder(s) would continue.

7.1.2. The Earnest Money / Security Deposit / Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.

7.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

7.1.4. To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other defence stores, such



outstanding payment could also be utilized to recover the aforesaid sum and interest.

7.1.5. To encash the advance bank guarantee and performance bond/warranty bond if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.

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

7.1.7. To debar the Bidder from entering into any bid from the Government of India for minimum period of five years, which may be further extended at the discretion of the Buyer.

7.1.8. To recover all sums paid in violation of the Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

7.1.9. If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.

7.1.10. The bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

7.1.11. In case where irrevocable letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

7.2. The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this pact.

Note: The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of the competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived or by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

8. EXAMINATION OF BOOKS OF ACCOUNTS

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

9. LAW AND PLACE OF JURISDICTION

Signature of the bidder

This bid document is digitally signed by GC (Proc. HQ NSG) For and on behalf of President of India



This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. New Delhi.

10. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. VALIDITY

11.1. The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later.

11.2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The Parties hereby sign this Integrity Pact at on/...../2022

Signature of Bidder

Signature of Buyer.....

Bidder's Witness

Buyer's Witness

1.

1.

2.

2.

Signature of the bidder

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APPENDIX-8**ELECTRONIC CLEARING SERVICE FORM FOR PAYMENTS***(On letter head of bidder)***A. DETAILS OF ACCOUNT HOLDER/BENEFICIARY**

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

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

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

C. DATE OF EFFECT:-

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

Date:

(.....)
Signature of Customer

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

(Bank's Stamp)

Date:

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

Signature of the bidder

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APPENDIX-9**PROFORMA FOR BID SECURITY DECLARATION***(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. **28/2022/A&A(G)/LRSR** M/s hereinafter called the bidder with the following Directors on their Board of Directors / partners of the firm: -

1.	2.
3.	4.
5.	6.

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

- i. After submitting the Tender, it is modified w.r.t. rates or any of the terms and conditions thereof, except with the previous written consent of the purchaser.
- ii. Withdraws the said Tender within offer validity as mentioned in this tender.
- iii. Having not withdrawn the Tender, fails to furnish the contract security deposit imposed for due performance of the contract within the period provided in the General conditions of contract.
- iv. Fails to present and place their equipment for / during technical evaluation of bid & samples before the board of officer as per condition of this tender.

The undertaking shall remain valid up to 45 days beyond bid validity from M/S on whose behalf this declaration is issued.

Yours faithfully,

Signature of one
witness

(Address of Witness)

.....

.....

.....

.....

Signature of
Bidder

Full Name

Designation in
firm

Complete
address

Phone/Mobile No.

Fax No./E-mail ID

Signature of the bidder

This bid document is digitally signed by GC (Proc), HQ NSG, For and on behalf of President of India



APPENDIX-10

(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. 31/2022/A&A(G)/MMHG.**ISSUED BY:** (Procurement Authority / Name of Institution):**Director General, National Security Guard, Ministry of Home Affairs,****Government of India**

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 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 and 04/06/2020 and any subsequent modifications/Amendments, if any and
2. That the information furnished hereinafter is correct to the best of my knowledge and belief and I/We undertake to produce relevant records before the procuring entity i.e NSG or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me/us for (Enter the name of the Equipment/Item for Project).
3. That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein. That the goods/services/works supplied by me for (Enter the name of the Equipment/Item for Project) meets the 'Minimum Local Content' as defined in the PPPMII order.
4. That the value addition for the purpose of meeting the 'Minimum Local Content' has been made by me at
.....
.....

Signature of the bidder

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..... (Enter the details of the location(s) at which value addition is made).

5. That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Minimum Local Content criteria, based on the assessment of procuring agency i.e. NSG/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents.
6. I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.
7. The details of local content are furnished below:

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

Signature of one
witness

(Address of Witness)

.....

.....

.....

.....

Signature of Bidder

Full Name

Designation in

firm

Complete

address

Phone/Mobile No.

Fax No./E-mail ID

Signature of the bidder

This bid document is digitally signed by GC (Proc), HQ NSG. For and on behalf of President of India



APPENDIX-11**CHECK LIST FOR BIDDERS**

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

Sl.No.	REQUIREMENTS TO BE CHECKED BEFORE SUBMISSION OF THE TENDER	(YES/NO)
1.	Appendix from 1 to 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 Commercial Bid as per tender documents.	
5.	Appendix 1 Offer letter by bidder duly filled and prepared on bidder's letter head.	
6.	Appendix 2 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 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.	
10.	Appendix 6 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.	
11.	Appendix 7 ECS Performa for e-payment: ECS mandate form duly completed in all aspect should be submitted by the bidder.	
12.	Appendix 8 Proforma for bid security declaration	
13.	Appendix 09 Declaration for local content	
14.	Appendix 10 Check list for bidder	

Signature of the bidder

This bid document is digitally signed by GC (Proc), HQ NSG For and on behalf of President of India



15.	Letter of authorization: Bidder participating in capacity of distributor or Indian system integrator shall upload the authorization certificate of foreign/Indian OEM/Manufacturer, failing which bid will be liable for rejection. (Para 3 of Chapter-V)	
16.	Detailed MoU between foreign OEM/Manufacturer and distributor/system integrator if applying in distributor or System Integrator capacity. (Para 3 of Chapter-V)	
17.	BIS/ISO or equivalent certificate of OEM/Manufacturer.	
18.	Incorporation Certificate or industrial License of bidder firm.	
19.	Copy of GST and PAN registration of firm.	
20.	Last two year balance sheet or Income tax return of bidder firm.	
21.	The technical literature of the tendered store offered by the bidder with respect to specification published in the tender.	
22.	Price bid in BoQ format has been uploaded	
23.	Compliance to Para 29 of chapter – III general conditions of contract has been submitted by bidder.	
24.	Any other relevant information. The technical bid is in clear legible format with maintaining above mentioned sequence of documents be uploaded on CPP portal for considering an offer as responsive bid.	

Signature of the bidder

This bid document is digitally signed by GC (Proc), HQ NSG, For and on behalf of President of India

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