



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2024/B/4527203 Dated/दिनांक : 01-02-2024

#### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-02-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	29-02-2024 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Home Affairs
Department Name/विभाग का नाम	Central Armed Police Forces
Organisation Name/संगठन का नाम	National Security Guard (nsg)
Office Name/कार्यालय का नाम	Directorate General
Total Quantity/कुल मात्र	10
ltem Category/मद केटेगरी	Bomb Suit (Version 2) (MHA) (Q2)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	500 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	1000 Lakh (s)
Years of Past Experience Required for same/similar service/उर्न्ही/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छ्ट्ट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छ्ट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छ्ट प्राप्त है	Yes

Bid Details/बिड विवरण		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC), Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	
Past Performance/विगत प्रदर्शन	20 %	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes	
RA Qualification Rule	H1-Highest Priced Bid Elimination	
Type of Bid/बिड का प्रकार	Two Packet Bid	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre- registered with GeM)	Yes	
Inspection to be carried out by Buyers own empanelled agency	Yes	
Type Of Inspection	Post Dispatch	
Name of the Empanelled Inspection Agency/ Authority	Board of Officers	
Auto CRAC Days	60	
Estimated Bid Value/अनुमानित बिड मूल्य	47520020	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	

## EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	951000

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	38

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए बिनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

Pay and Account Room No. 120, Procurement Cell, Prov. Branch, HQ NSG, New Delhi-110037 (Sr. Account Officer)

#### Splitting/विभाजन

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

#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes	
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

ISE Purchase Preference/एमएसई खरीद वरीयता	Yes	
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer. 3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

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

5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a

certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

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

<u>OM No.1 4 2021 PPD\_dated\_18.05.2023</u> for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

<u>OM No.1 4 2021 PPD dated 18.05.2023</u> for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. 8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 20% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

## $10. \ \mbox{Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives$

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

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller. The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

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

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

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

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

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

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

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

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

#### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
13-02-2024 12:00:00	HQ NSG Meharam Nagar Palam New Delhi

#### Bomb Suit (Version 2) (MHA) (10 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

\* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	ज Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
Conformity	Conformity to Technical Requirements	Bomb Disposal Suit as per the revised QR/Specification approved by MHA vide Letter No. P/604/2019(389)/Bomb Suit/Prov (Ord)/HQ NSG/356 dated 02-Feb-23 (Attached)	

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य	
Generic	Size of Bomb Disposal Suit (Detailed size requirement for each size type may be indicated by the buyer)	Medium	
Buyer Specific Requirement	Bomb Suit Protection Compliant Test	NATO SATANG 2920/MIL Standard 662F/NIJ 0117.01/NATO APE 2920	

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Verified and Signed Tp document	w
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#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं. सं. ट्रांटेग अधिकारी		Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Abhishek Jayapal Banawane	122051,National Security Guards, Manesar	10	120

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

#### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### 2. Generic

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

#### 3. Generic

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

#### 4. Generic

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

#### 5. Generic

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

#### 6. Generic

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

#### 7. Generic

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

#### 8. Generic

#### Malicious Code Certificate:

The seller should upload following certificate in the bid:-

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

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

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

#### 9. Generic

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

#### 10. Generic

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

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40
, Place for Training
Ord. Sqn, NSG, Manesar-122051
and Duration of training
07
days.
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#### 11. Generic

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

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05
Shelf Life. On the date of supply, minimum
05
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usable shelf life should be available / balance.

#### 12. Generic

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

#### 13. Generic

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

i) The Seller fails to comply with any material term of the Contract.

ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.

iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.

iv) The Seller becomes bankrupt or goes into liquidation.

v) The Seller makes a general assignment for the benefit of creditors.

vi) A receiver is appointed for any substantial property owned by the Seller.

vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

#### 14. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.

2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

#### 15. Generic

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

#### 16. **OEM**

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

#### 17. Inspection

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

not required

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

#### 18. Forms of EMD and PBG

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

#### 19. Forms of EMD and PBG

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

Pay and Account Ofiicer, HQ NSG, New Delhi-110037

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

#### 20. Scope of Supply

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

#### 21. Certificates

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

#### 22. Certificates

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

#### 23. Certificates

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

all the certificates as asked in ATC and QRs/Specification

#### 24. Turnover

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

#### 25. Turnover

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

#### 26. Service & Support

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

#### 27. Service & Support

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

#### 28. Warranty

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

#### by the bidder and its OEM

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

#### 29. Warranty

Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

#### 30. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### BUYER ADDED ADDITIONAL TERMS & CONDITIONS FOR PROCUREMENT OF "BOMB SUIT", QTY - 10 NOS

#### 1. EARNEST MONEY DEPOSIT (BID SECURITY):

- 1.1 EMD/Bid Security in form of Insurance Surety Bond, Fixed Deposit Receipt or an irrevocable Bank Guarantee drawn in favor of Sr. AO, Pay and Accounts Officer, National Securit y Guard payable at SBI R K Puram, IFS Code - SBIN0001076 New Delhi is only acce ptable.
- **1.2** Exemption from submission of EMD is applicable to the firms who possess a valid registrati on as micro or small unit under MSME/NSIC subject to production/submission of v alid registration certificates for the manufacturing of subject equipment/stores.
- **1.3** Exemption from submission of EMD is available to firms registered as **Startup firm with DPIIT subject to production/submission of valid certificates with bid documents.**
- **1.4** Firms exempted from submission of EMD, are required to submit Bid Security Declaration as per **Appendix-10** attached with this tender documents.
- **1.5** Bids submitted without original EMD or original EMD submitted after bid submission date o r having validity less than the required as per tender or not equivalent to amount mentione d in this tender or not having valid registration under Micro & Small or startup enterprises f or the tendered stores shall be rejected summarily.
- **1.6** No interest shall be payable by the purchaser on the Earnest Money deposited by the bidd er.
- **1.7** The Earnest Money deposited is liable to be forfeited if the bidder withdraws or amends im

pairs or derogates from the tender in any respect within the period of validity of his tender.

- **1.8** The EMD is liable to be forfeited if bidder fails produce sample equipment for tec hnical evaluation and trial at the place & time whenever asked by the technical evaluation committee as prescribed in this tender.
- **1.9** The Earnest Money of the successful bidder shall be returned after the security deposit/Per formance Security is furnished as per AT/Purchase order. If the successful bidder fails t o furnish the Security Deposit as required in the contract within the stipulated p eriod, the Earnest Money shall be forfeited by the purchaser.

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

#### 2. <u>PERFORMANCE SECURITY</u>:

- **2.1** All successful tenderers/Bidders against the Tender Enquiry/Bid irrespective of their registr ation status with MSME shall be required to furnish Performance Security Bond valid till tw o months beyond the expiry of the Warranty/Guarantee period.
- 2.2 In terms of the conditions as contained in Clause- 6.1.2 (i) & (ii) of Chapter-6 of Manual of P rocurement of Goods 2022, MoF (Read with Rule- 171 of GFRs 2017), successful bidders m ust have to submit Performance Bank Guarantee equivalent to five percent (5%) of the t otal value of contract within fourteen (14) days from the date of award of the contract/S upply Order.
- 2.3 The successful **bidder will have to submit a Performance Guarantee equivalent to five percent (5%) of the Contract value** or as mentioned in the purchase order, valid til I two months beyond the expiry of the Warranty/Guarantee period.
- 2.4 Performance Security in the form of account Insurance Surety Bond, Fixed Deposit Receipt or an irrevocable Bank Guarantee drawn in favor of Sr. AO, Pay and Accounts Officer, National Security Guard, Near- Domestic Airport, Mehramnagar, Palam, New Del hi - 11037 payable at SBI R K Puram, IFS Code - SBIN0001076 New Delhi is only ac ceptable.
- **2.5** The Performance Security will come into force from the date of acceptance of the stores/se rvices after final inspection by the purchaser.
- **2.6** In case the Firm fails to deposit the required Performance Security by the date specified ab ove, for any reason, Firm will commit breach of contract entitling the purchaser to cancel t he contract at the risk and cost of the Firm to enforce recovery of the Security deposit pres cribed with or without enforcing other rights under the contract resulting from breach ther eof.
- **2.7** In case extension of delivery period is considered as granted by the purchaser for any reas on, the Firm shall extend the validity of the Performance Security for the similar period.

#### 3. <u>WARRANTY</u>:

- **3.1** Minimum warranty period of tendered stores will be Three (03) years from final acceptance of store/eqpt and this will be superseded the warranty specified in the QRs & TDs/Technical specifications published if any.
- **3.2** Warranty will be comprehensive and **will start from the date of final acceptance of s tore.**
- **3.3** Bidders are allowed to offer warranty more than asked in this tender, however no extra wei ghtage will be given against the other bidder who has offered minimum warranty as per te nder.

- **3.4** If stores/part of stores which are found defective or damaged or unserviceable or degrade or performance is not reported as per QRs/TDs/Technical Specifications mentioned in this t ender during the warranty period, seller will replace or repair the store in minimum time at consignee's location in India free of cost.
- **3.5** Unless specified in tender documents, by signing the bid document bidder hereby declares that the store offer in response to this tender shall be of best quality and brand new in all r espects and shall be strictly in accordance with the specification contained in the contract.
- **3.6** Unless specified in tender documents, by signing the bid document bidder hereby declares that the store offer in response to this tender would continue to perform as per Qualitative Requirements/Specifications published in this tender for a period of warranty from the date of final acceptance of store by buyer.
- **3.7** The decision of the purchaser in respect of performance evaluation of store under warranty shall be final and binding on the seller and the purchaser shall be entitled to call upon the s eller to repair or replace the store within a reasonable period or such specified period as m ay be allowed by the purchaser in his discretion on application made thereof by the seller. I f seller fails to reinstate the performance of store as per contract then seller shall pay such compensation as may arise by reason of the breach of warranty therein contained.

# 4. <u>Delivery Period</u>: One Hundred Twenty (120) days from the date of issue of Contract on GeM portal / AT (Supply Order).

#### 5. <u>TRAINING:</u>

#### 6. <u>AMC, CAMC and SPARES PARTS</u>:

- 6.1 The bidder shall submit the rates of AMC and CAMC in percentage of basic price per unit s eparately for Five (05) years after expiry of warranty period.
- 6.2 The firms will provide frozen rate list of manufacturer's recommended list of spar es (MRLS) covering 80% spares/parts or having 80% value of total cost of the eq uipment/stores valid for Five (05) years after the warranty period.
- **6.3** Rates of CAMC and AMC for 05 years post warranty be uploaded in PDF form along with t he financial bid.

#### 7. <u>SUBMISSION OF THE PROPOSAL IN TWO BID SYSTEM</u>:

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

7.1 <u>TECHNICAL BID</u>: The technical bid containing documents in sequence mentioned below s hall be uploaded on the **GeM portal** by the bidder, bids without any of the following menti oned documents shall be liable to be rejected summarily.

**7.1.1** Appendix-1: Offer letter by bidder duly filled and prepared on bidder's letter hea d.

**7.1.2** Appendix-2: Undertaking by bidder on its letter head.

**7.1.3 Appendix-3:** Compliance statement on bidder's letter head: Compliance status o n 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 dis qualification.

**7.1.4 Appendix-4:** Complete details of Manufacturer/OEM, Distributor and System Inte grator 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 reaso n for rejection of bid.

**7.1.5 Appendix-5:** Form of Service Centre or Workshop for after sale support services.

7.1.6 Appendix-6: Past Performance Statement on bidder's letter head: Past perform

ance 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 doc uments need to be attached at this stage. In case bidder doesn't possess any past per formance bidder must explain the reason in the same format.

**7.1.7 Appendix-7:** Pre-Integrity Contract Pact completed and signed by bidder and **two witnessed** of bidder shall be uploaded along with bid. Bids without submission or incomplete or without witnesses signature on Pre- Integrity Pact shall be rejected.

- **7.1.8 Appendix-8:** ECS Performa for e-payment: ECS mandate form duly completed in all aspect should be submitted by the bidder. Any wrong payment made due to wr ong ECS form submitted, will be responsibility of the bidder.
- 7.1.9 Appendix-9: Proforma Bank Guarantee for furnishing Earnest Money (EM D).
- 7.1.10 Appendix-10: Proforma for Bid Security Declaration against EMD.
- 7.1.11 Appendix-11: Declaration for Minimum Local Content.
- **7.1.12 Appendix-12:** Bidder to check the documents required to be attached with the te chnical bid.
- 7.1.13 Document in support of EMD Exemption. (If Applicable).
- 7.1.14 List of price frozen manufacturer recommended list of spares.
- **7.1.15** Letter quoting **AMC and CAMC rates** in percentage to the basic price of tendered store post warranty.
- **7.1.16 Letter of authorization**: Bidder participating in capacity of distributor or Indian s ystem integrator shall upload the authorization certificate of foreign/Indian OEM/Manufacturer, failing which bid will be liable for rejection.
- **7.1.17 Detailed MoU** between foreign OEM/Manufacturer and distributor/system integra tor if applying in distributor or System Integrator capacity.
- 7.1.18 BIS/ISO or equivalent certificate of OEM/Manufacturer.
- 7.1.19 Incorporation Certificate of bidder firm.
- 7.1.20 Industrial License of bidder firm.
- 7.1.21 Firm should submit undertaking of Shelf Life of equipment of Five (05) years.
- 7.1.22 Valid Manufacturing license issued by DPIIT for manufacturing of defenc e equipment mentioned in Annexure I vide Press Note no. 1 (2019 Series) No-7(3 )/2009-IP.Vol.IV, dated Jan 01, 2019 issued by Ministry of Commerce and Indu stry, Department of Industrial Policy and Promotion(DIPP).
- 7.1.23 Malicious Code Certificate should be submitted.
- 7.1.24 Copy of GST registration of firm.

- 7.1.25 Copy of PAN of bidder firm.
- **7.1.26 Last Three (03) years balance sheet** (Annual Turn Over certificate duly issued by Chartered Accountant) or **Last Three (03) years Income tax return** of bidde r firm.
- **7.1.27 Last Three (03) years balance sheet** or **Last Three (03) years Income tax r eturn** of OEM in case of bidder participating in the capacity of System Integrator/Di stributor of Manufacturer/OEM.
- **7.1.28** The technical literature of the tendered store offered by the bidder with respect to specification published in the tender. Don't enclosed technical do cument of other equipment or non-relevant documents.
- **7.1.29** Published Bid duly signed and rubber stamped be submitted with bid documents.
- **7.1.30** Any other relevant information.
- **7.1.31** The technical bid in clear legible format with maintaining above mentioned sequen ce of documents be uploaded on **GeM portal** for considering an offer as responsiv e bid.
- **7.1.32** Quoting price of tender in technical bid will be a disqualification considering it an u nresponsive bid.
- **7.1.33** Bidder shall strict to the format of the tender published and shall not upload unnec essary or non-relevant documents in the bid.

#### 8. <u>TECHNICAL EVALUATION-CUM-TRIAL</u>:

- **8.1** Only eligible firms whose bids are found responsive bid and completed in all respect as per tender enquiry published **will be called for technical evaluation cum trial.**
- **8.2** Bidders must read the tender conditions carefully specially specifications or QRs/TDs published with the tender before appearing for technical evaluation.
- **8.3** A Technical Evaluation Committee (TEC) will be constituted by purchaser for technical evaluation of technical bids and **01 Sample** will be submitted by bidders.
- **8.4** The technical evaluation of technical bids and samples may include any one or more meth ods like conducting a functional demonstration, physical evaluation of the samples, detaile d power point presentations, examination of all supporting documents and lab test certific ations etc against the laid down conditions of tender enquiry and QRs/TDs published with t his tender.
- **8.5** The purchaser reserves the right to decide upon the methodology or method of Technical E valuation cum physical trial.
- 8.6 Technical evaluation will be conducted at Delhi NCR within <u>45 days (this can vary case</u> <u>to case basis)</u> of opening of tender. Bidder should be ready with tender sample for Technical Evaluation Cum Trial on intimation of date from Technical Evaluation Committee. TEC r eserves the right to change the date, time and place of technical evaluation as per merit.
- **8.7** Bidder is responsible to produce himself or his authorized representative with the sample equipment and other technical details of the tendered store for evaluation on the notified d ate; time and place as and when called by TEC on **NO COST NO COMMITMENT** basis.

- **8.8** If samples are to be imported for technical evaluation it is the bidder's responsibility to get i t done in hand before the time limit specified in this tender. No assistance, except End Us er Certificate if necessary, and certificate that equipment has been called for trials by NSG in response to tender will be provided to the bidder if the exact format and formal request i s uploaded with technical bid.
- **8.9** The bidder will have to obtain necessary import permission/permit/NOC etc. from MHA/DG FT/Customs/Airport/shipping department or any other relevant department or ministry in India on their own. No request for assistance in this regard will be entertained by the pur chaser.
- 8.10 In case of any ambiguity in trial, competent authority reserve the right to conduct re-trial o r reference to a competent technical agency (accredited labs, state /union government labs) may be considered to clarify of the same on recommendation of TEC based on necessity on material ground.
- 8.11 Failure to present in Technical evaluation will invite necessary action against bidder which may include forfeiture of EMD or banning/barring/blacklisting of bidder for a peri od specified by the purchaser for all government purchases in future.

#### 9. FINAL INSPECTION OR ACCEPTANCE OR JRI OR LCR AT CONSIGNEE LOCATION:

- **9.1** Inspection Authority is Director General, NSG HQ, Mehram Nagar, Palam, and New Delhi-11 0037.
- **9.2** Inspection officer is an officer or a board of officers constituted by DG NSG for the purpose.
- **9.3** Final inspection will be carried out on receipt of goods at consignee location or the location mutually agreed by buyer and seller before accepting them. On receipt of stores at consig nee location, seller should immediately request for schedule an inspection.
- **9.4** 100% of the equipment/store would be put through inspection during JRI before final insp ection.
- **9.5** The purchaser has the right to reject the goods on receipt during the final inspection on de livery 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 ter ms and conditions.
- **9.6** Goods accepted by the purchaser at the initial and final inspections, in terms of the contra ct, shall in no way dilute the purchaser's right to reject them later, if found deficient in ter ms of the warranty clause of the contract.
- **9.7** If any store is rejected in final inspection as not conforming to conditions of contract, the s ame lot must be replaced within 30 days before final acceptance. Alternatively at purchase 's option if any payment has been made to the seller shall be refunded within 30 days from the date of issue of such notice of rejection.

#### 10. TERMS OF DELIVERY & DISPATCH INSTRUCTIONS:

**10.1** Free delivery to consignee location.

- **10.2** Delivery period will start from the date of issue of GeM Contract/AT (Supply Order)/Purchas e order for indigenous store and from opening of Letter of credit for firm quoting directly w here store is to be imported.
- **10.3** Only those bidders should apply to the bid who are agreed to delivery condition of this bid. Bids of firm's not agreeing to delivery condition will be termed as unresponsive bid and will be rejected summarily.
- **10.4** Delivery period will include successful acceptance on completion of JRI/final inspection at c onsignee location by NSG.
- **10.5** Firm should not deliver the store to consignee location beyond scheduled delivery period a s per contract without obtaining prior sanction of purchaser. Store delivered beyond delive ry 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 contract ually accepted.
- **10.6** Store must be delivered in one lot i.e. complete and final quantity for conductin g of final inspection and acceptance.

#### 11. RIGHT TO REJECTION

- 11.1 Stores will be accepted after JRI. Delay and damages caused due to rejection will be borne by the Firm.
- 11.2 The decision of the Purchaser shall be final as to the quality of the stores and shall be bind ing upon the Firm. In case, any of the stores supplied does not conform to the specifications, the same shall be rejected at the risk and cost of the Firm and any los ses occurring to the purchaser thereto would be borne by the Firm.
- 11.3 The rejected stores must be removed by the Firm from the consignee's premises within 30 days from the date of the intimation about rejection beyond which the purchaser would be f ree to dispose of the rejected stores at the risk and cost of the Firm.
- 11.4 The in-charge stores concerned will take reasonable view of such materials but in no case shall be responsible for any loss, shortage, damage that may occur to it while it is in the pr emises of the consignee.

#### 12. TERMINATION OF CONTRACT:

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

- 12.1 The delivery of the store as per contract is delayed for causes not attributed to Force Maje ure after the scheduled date of delivery by more than 60 days or by more than 90 day s for causes of force majeure.
- **12.2** The seller is declared bankrupt or becomes insolvent.
- **12.3** In case Performance Security is not furnished within the time period specified in the GeM C ontract/AT (Supply Order).

- **12.4** In case buyer found any false declaration or wrong information regarding eligibility criteria, availability of infrastructure or any other tender conditions furnished by the at any stage of procurement process including the currency of contract will result in cancellation of contra ct along with forfeiture of security deposit/performance bond.
- **12.5** Bulk supplies in the case of successful Bidder should conform to tender samples accepted i n trial evaluation in all respect besides specifications mentioned in this tender.
- **12.6** Any change in Address/Telephone/Fax/e-mail should be immediately informed. The state o f non- communication by the firm will make the offer liable for rejection.
- **12.7** As such decision of the Arbitration Tribunal.
- **12.8** If the contract is terminated in whole or in part, recourse may be taken to any one or more of the following actions:
  - (a) Forfeiture of the performance security;
  - (b) Upon such terms and in such manner as it deems appropriate, goods similar to tho se undelivered may be procured and the supplier shall be liable for all available act ions against him in terms of the contract (popularly called risk purchase); and

(c) However, the supplier shall continue to fulfil the contract to the extent not termin ated.

SCHEDULE OF REQUIREMENT

\*\*\*\*\*

S/NO.	DESCRIPTION OF STORE RE QUIRED	QTY
1.	BOMB SUIT (Size-Medium)	10 Nos
2.	All the accessories to be su pplied with Bomb Suit will b e as per the QRs/TDs	

## **QRs & TDs / TECHNICAL SPECIFICATIONS**

MHA approved QRs/TDs issued vide HQ NSG letter No.P/604/2019(389)/Bomb Suit/Prov(Ord)/HQ NSG/356 d t 02 Feb 2023

https://www.mha.gov.in/sites/default/files/2023-02/BombSuit\_06022023.pdf

То

			APPENDIX-1
	OFFER LETTER		
	(On letter head of bidder)		
То			-
	The Group Commander (Provisioning)		
	HQ NSG, Mehram Nagar, Palam,		
	New Delhi-110037		
Dear S	Sir,	Dated://	_

I/We hereby offer to supply the stores detailed in the schedule hereto or such portion thereof as yo u 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 ti me.

- 2. I/We have understood the conditions and instructions of contract which will govern by rules/policies/gui delines contained in the GFRs 2017, Manual for Procurement of Goods 2022, MoF, all related orders issued by MHA, CVC and various departments of Government of India which has been issued before issuance of this Tender. I/We have also understood that any Special Conditions (Addl terms & conditions) attached to this invitation to tender will also form part of the conditions of co ntract and will supersede any general condition.
- 3. I/We have understood and accepted/agreed with all the terms and conditions of following co ndition of TE also:-
  - Ι. Bid Offer Validity (From End Date)
  - Ш. Warranty of Product/Eqpt/Store.
  - Ш. Minimum Shelf Life of product/Eqpt/Store.
  - IV. Delivery Period as prescribed in the TE.
    - V. Providing of training to NSG Personnel on Free of Cost.
  - VI. Deposition of PBG within 14 Days in case of award of contract/supply order.
- The following pages have been added to and form part of this tender. 4.
  - I.
  - Ш.
  - Ш.
  - IV.

Yours faithfully,

#### SIGNATURE OF ONE WITNESS

(Address of Witness)

#### SIGNATURE OF BIDDER

(Full name & designation in firm

Complete address and contact details

Including fax, email and phone/mobile number)

APPENDIX - 2

#### **DECLARATION CERTIFICATE**

(On letter head of firm)

- 2. It is certified that all information provided by me/us in this tender are true and correct to my/our best k nowledge. I understand that in case any of the information found to be untrue later on than tender sub mitted 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 dec laration found in this bid document filled by me/us. Further I/We understand that any misconduct woul d liable for suspension of business, debarment or blacklisting of firm/Individual from participating in NS G 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 blac klisted or banned by any government or private organization in India or abroad from partic ipation 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 goo ds or services, then benefit of it will be passed on to purchaser by way of reduction in pricing before cl aiming 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 pr ice quoted is not higher than the controlled price. If such price quoted is higher than the controlled pric e 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 count ries from which sub-components are being procured and/or for the export of complete or any part of te ndered store. Also the exporting country has not restricted the import form India for such item. All nec essary permissions/permit/license will be obtained by me/us before meeting any contractual obligation s.
- 8. It is certified that the price quoted for the tendered item is not more than the price usually charged for t he 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 tend

ered 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 Competen t Authority shall be attached]. I/we have understood the clause 39 of Chapter-III (Public Procureme nt Division OM No. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 inserting Rule 144(xi) in GFRs 2017) regarding restrictions of procurement of a country which shares a land border with India.

#### SIGNATURE OF BIDDER

(Full name & designation in firm

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

**APPENDIX - 3** 

#### **COMPLIANCE STATEMENT**

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

1

:

1

:

- 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 co mplying with Specification or otherwise as per proforma given below:-

Sr. No.	Technical Spe cification/ Qua litative Requir ements (Bidder to write SL No. /Para No. of Specification here)	Complie d (Write YES or N O)	If not complie d, mention re ason	Page no. of techni cal bid in the Tech . literatu re attac hed with bid
1				
2				
3				
4				
5				

6		
7		
8		
9		
10		
11		
12		

#### SIGNATURE OF ONE WITNESS

(Address of Witness)

#### SIGNATURE OF BIDDER

(Full name & designation in firm

Complete address and contact details

Including fax, email and phone/mobile number)

#### APPENDIX - 4

1.	<ul> <li>a) Name of authorized Signatory of Bidder</li> <li>b) Complete Address wi th Telephone, Fax, E- mail and Website Etc .</li> </ul>		<u>COMPLETE DETAILS OF MANUF</u> <u>ACTURER/OEM, DISTRIBUTOR A</u> <u>ND SYSTEM INTEGRATOR</u>
2.	Capacity in which app lying in this bid (Mention any one of the following Indian manufac turer/ OEM, Foreign Man ufacturer/ OEM, Distribut or of Indian Manufacture r/OEM, Distributor of For eign Manufacturer/OEM, Indian System Integrator or others)	1. 2.	Declaration: I/we hereby certify that details provided above are true and correct to the best of my/our knowledge and belief. I understand that purchaser is authorized to verify above details by any possible mean available. I/we understand that if any information furnished above found to be

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3.		DIAN MANUFACTUR R/OEM	To be filled by all cate gory of bidder, distrib utor and system integrator to file detai ls of their manufactur er/OEM.	Il as cancellation of bid or any contr act awarded as a result of it.	
	a)	Name of Indian M anufacturer/OEM			
	b)	Complete office Addr		SIGNATURE OF ONE WITNESS	
		ess with Telephone,		SIGNATURE OF BIDDER	
		Fax, E-mail and Webs		(Address of Witness)	
		ite Etc.		(Address of Witness)	
	c)	Name & Designation		Full name & designation in firm	
	-,	of Contact Person (C		Complete address and contact deta	
		omplete office Addre		ils	
		ss with Telephone, M		Including fax, email and phone/mo	
		obile, Fax, E-mail)		bile number)	
	d)	Factory/Plant details			
	ч,	of Indian Manufactur			
		er/OEM (Complete Ad			
		dress with Telephone			
		, Mobile, Fax, E-mail			
		and Website Etc.)		•	
	e)	Clarify nature of firm			
		whether Proprietary			
		Firm, Pvt Firm, Publi c firm, LLC, partnersh			
		ip firm etc. <i>(attach su</i>			
		pporting documents)			
	f)	Industrial License/ P			
	_	ermit number along			
		with details of issuin			
		g agency (Complete			
		Address with Telepho			
		ne, Mobile, Fax, E-ma			
		il and Website Etc.)(a ttach copy with bid)			
	g)	Furnish the details In			
	9/	come Tax assessmen			
		t office address conta			
		ct details like Income			
		Tax clearance certific			
		ate/ PAN) (attach cop			
	<u> </u>	y with bid)	<u> </u>		

:			
	h)	Furnish the details of	
		Industrial Tax registr	
		ation i.e. GST/ Excise	
		/VAT etc. with office	
		address & contact de	
		tails of assessment o	
		ffice. (attach copy wit	
		h bid)	
	i)	Furnish details of cer	
	"	tificate of concerned	
		Chamber of commerc	
		e for established ma	
		nufacturer/ OEM for T	
		endered Item(attach	
		copy with bid)	
	j)	CRISIL Rating of firm,	
		BIS (ISI Mark), ISO re	
		gistration if any (Yes/	
		No) if yes attach copi	
		es(attach copy with b	
		id)	
	k)	Whether manufactur	
	<b>N</b> /	ing premises fully ow	
		ned or leased/rented	
		or other firm's facility	
		is being used by man	
		ufacturer /OEM (Give	
		brief details and uplo	
		-	
		ad a valid legal evide	
	•	nce for the same)	
	I)	Covered area & Ope	
		n area of manufacturi	
		ng facility in Sq ft	
	m)		
		Govt authorized Indu	
		strial/commercial pla	
		ce (Yes/No)	
	n)	Details of Power con	
		nection load capacity	
		and name Issued	
	O)	Functional departme	
	Í	nts of Manufacturing	
		unit (details thereof)	
	p)	Details of Plant and	
	Р/	Machinery functionin	
		-	
	-	g in each department	
	q)	Make & model of mai	
		n machine	
	r)	Date of purchase & c	
		ommissioning	
	s)	Life of the Machine	
	t)	Details of subsidiary	
		if any	

	u)	Details and stocks o	
		f raw material held	
	>	Newsel C. Massimum	
	V)	Normal & Maximum	
		Production capacity o f item with existing pl	
		ant & machinery	
	w)	Details of machinery	
		for quality control products (such as lab	
		•	
	X)	oratory etc.) Maximum no of work	
	^)	ers employed on any	
		day during the 18 mo	
		nths preceding the d	
		ate of application	
	y)	Number of Skilled w	
	y,	orker employed	
	z)	Un-skilled worker em	
	2)		
		ployed	
	aa	Details of PF & ESI re	
		gistration (if any)	
	dd (	Whether tendered it	
		em is tested by any National/Internationa	
		l accredited Lab. (att	
		ach copy with bid) Any criminal or civil	
	()	court case against fir	
		m or owner or directo	
		r/directors of the firm	
		<i>(Write Yes/No).</i> If yes	
		, then furnish comple	
		te details.	
4.	IN	DIAN DISTRIBUTOR	Details to be furnish b
	OF	INDIAN MANUFACT	y Indian distributor of
	UR	ER/OEM	Indian manufacturer/O
			EM only
	- )	Name of Indian distant	
	a)	Name of Indian distri	
		butor	
	b)	Complete Address wi	
		th Telephone, Fax, E- mail and Website Etc	
	_`	Nama C Desimation	
	c)	Name & Designation	
		of Contact Person (C	
		omplete office Addre ss with Telephone, M	
		ohila Eav E mail	
		obile, Fax, E-mail)	

	d)	Factory/Plant details	
		of Indian distributor (	
		Complete Address wi	
		th Telephone, Mobile,	
		Fax, E-mail and Webs	
		ite Etc.)	
	ļ		
	e)	Clarify nature of firm	
		whether Proprietary	
		Firm, Pvt Firm, Publi	
		c firm, LLC, partnersh	
		ip firm etc. (attach su	
		pporting documents)	
	f)	Industrial License/ P	
		ermit number along	
		with details of issuin	
		g agency (Complete	
		Address with Telepho	
		ne, Mobile, Fax, E-ma	
		il and Website Etc.) <i>(a</i>	
		ttach copy with bid)	
	g)	Furnish Income Tax	
	97	assessment office ad	
		dress contact details	
		like Income Tax clear	
		ance certificate/ PAN)	
		(attach copy with bi	
		d)	
	h)	Furnish the details of	
	,		
		Industrial Tax registr	
		ation i.e. GST/ Excise	
		/VAT etc. with office	
		address & contact de	
		tails of assessment o	
		ffice. (attach copy wit	
		h bid)	
	=>	· · · · · · · · · · · · · · · · · · ·	
	i)	Percentage of comm	
		ission/profit on OEMs	
		invoice charged for t	
		endered store.	
	j)	CRISIL Rating of firm,	
	1	BIS (ISI Mark), ISO re	
		gistration if any (Yes/	
		No) if yes attach copi	
		es(attach copy with b	
		id)	
	k)	Whether office prem	
	Í	ises fully owned or le	
		ased/rented or other	
		firm's facility is being	
		used by distributor (G	
		ive brief details and u	
		pload a valid legal evi	
		dence for the same)	
<u>i</u>	. <u>L</u>		<u>j</u>

	I)	Covered area & Open area of facility	
		of distributor in Sq ft	
	m)	Whether located at Govt authorized Indu	
		strial/commercial pla ce (Yes/No)	
	n)	Maximum no of work	
		ers employed on any	
		day during the 18 mo nths preceding the da	
		te of application	
	O)	Number of Skilled wo	
		rker employed in ord	
		er to provide after sal	
		e support	
	p)	Un-skilled worker em	
		ployed in order to pr	
		ovide after sale supp	
	(م	ort Details of PF & ESI re	
	q)		
	r)	gistration (if any) Whether having facili	
	• /	ty to repair and testi	
		ng of tendered? provi	
		de details	
	s)	Any criminal or civil	
		court case against fir	
		m or owner or directo	
		r/directors of the firm	
		<i>(Write Yes/No).</i> If yes , then furnish comple	
		te details.	
5.	DE	TAILS TO BE FURNI	Details to be furnish b
	S⊦	I BY INDIAN SYSTEM TEGRATOR ONLY	y Indian system integr ator only
	a)	Name of Indian Syst	
		em Integrator	
	b)	Complete Address wi	
	1	th Telephone, Fax, E-	
		mail and Mohsita	
		mail and Website Etc.	
	c)		
	c)	Etc. Name & Designation of Contact Person (Co	
	c)	Etc. Name & Designation of Contact Person (Co mplete office Address	
	c)	Etc. Name & Designation of Contact Person (Co	

		1
a)	Factory/Plant details	
	of Indian System Inte	
	grator (Complete Add	
	ress with Telephone,	
	Mobile, Fax, E-mail a	
	nd Website Etc.)	
e)	•	
	whether Proprietary	
	Firm, Pvt firm, Public	
	firm, LLC, partnership	
	firm etc. (attach supp	
	orting documents)	
f)	Industrial License/ P	
••	ermit number along	
	with details of issuing	
	agency (Complete Ad	
	dress with Telephone	
	, Mobile, Fax, E-mail	
	and Website Etc.)(att	
~ )	ach copy with bid)	
g)		
	ssessment office	
	address contact detai	
	ls. (Attach Income Ta	
	x clearance certificat	
	e/ PAN)(attach copy	
	with bid)	
h)		
	Industrial Tax registr	
	ation i.e. GST/ Excise/	
	VAT etc. with office a	
	ddress & contact det	
	ails of assessment off	
	ice.(attach copy with	
	bid)	
i)	CRISIL Rating of firm,	
	BIS (ISI Mark), ISO	
	registration if any (Ye	
	s/No) if yes attach co	
ļ	pies	
j)	Whether firm premis	
	es fully owned or leas	
	ed/rented or other fir	
	m's facility is being u	
	sed by system integr	
	ator (Give brief detail	
	المنامين مامممامين امميم	
	s and upload a valid l	
	egal evidence for the	
k)	egal evidence for the	
k)	egal evidence for the same)	

I)	Whether located at G	
	ovt authorized Indust	
	rial/commercial place	
	(Yes/No)	
m)	Details of Power con	
	nection load capacity	
	and name Issued	
n)	Functional departme	
	nts of Integration uni	
	t (details thereof)	
o)	Details of Plant, tools	
	and Machinery functi	
	oning in each depart	
	ment	
p)	Details of machinery	
	for quality control pro	
	ducts (such as labora	
	tory etc.)	
<b>q</b> )	Details of materials,	
	components, parts e	
	tc which are to be im	
	ported by the firm for	
	tendered store	
r)	Value of Indigenous	
	component in	
	percentage (%) of the	
	complete tendered st	
->	ore	
s)	Value of Import com ponent in percentage	
	(%) of the complete t	
	endered store	
t)	Maximum no of work	
د)	ers employed on any	
	day during the 18 mo	
	nths preceding the da	
	te of application	
u)	Number of Skilled/tec	
,	hnical worker employ	
	ed	
v)	Un-skilled worker em	•
- /	ployed	
w)	Details of PF & ESI re	•••••••••••••••••••••••••••••••••••••••
	gistration (if any)	
x)	Whether firm facility	
~)	is certified by any Nat	
	ional/International ac	
	credited Lab. (Attach	
	copies of certificates)	
	(attach copy with bid)	

	<ul> <li>y) Any criminal or civil c ourt case against firm or owner or director/d irectors of the firm (W rite Yes/No). If yes, th en furnish complete d etails.</li> </ul>	
6.	Whether Micro, Small or Startup Enterprises ? (Yes/No) (Attach cer tificate with the bid)	
	a) Registration Number	
	b) Registration Authority	
	c) Registration Issue da te	
	d) Registration validity d ate up to	
	e) Tendered store is co vered (Yes/No)	

#### APPENDIX - 5

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#### 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 sup port
	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 S ervice Centre & Workshop, if any

3		Registration of service cent er or Lab/Workshop with M SME/NSIC or any other Gov t. agency. Provide Registra tion number with validity ( attach copy)
4		Details of available Infrastr
-	•	ucture and Capability for m
		aintenance and repair
		a) Reserve stock of manuf
		acturer recommended li
		st of spares (MRLS)
		b) Stock of Special Mainte
		nance & Repair Tools (S
		MRT)
		c) Qualified Technical pers
		onnel employed
		d) Past performance of the
		Service Center Worksho
5		e) ISO or BIS certification
5		available, if any.
6		a) After sales service cent
	•	er along with Lab/Work
		shop for periodical mai
		ntenance & repair in De
		Ihi-NCR Region.
		<ul> <li>b) Detail of owner ship of premised whether own</li> </ul>
		ed, rented or leased
		c) Complete address with
		nearest Police Station
<b>.</b>		

#### SIGNATURE OF BIDDER

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

2907

#### APPENDIX - 6

(On letter head of bidder)

Name of Bidder: \_\_\_\_\_

S. N o.	Organizati on which placed Pu rchase or der to bid der. Menti on Order No. & Dat e	Item/Servi ce name i n detail	Qty	Value	Deliver y Perio d	Warran ty offer ed	Remark s
1							
2							
3							
4							
5							
6							

#### Note:-

a) Bidder to furnish details of contract awarded for same or similar kind of product/services during the

period of last three years from date of floating of this tender.

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

#### SIGNATURE OF BIDDER

(Full name & designation in firm

Complete address and contact details

Including fax, email and phone/mobile number)

#### **APPENDIX - 7**

#### **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 t he second party, is willing to offer/ has offered the stores.

1.2. Whereas the Bidder is a private company/public company/partnership/ registered export age ncy, 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, he reinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system t hat 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 con formity with the defined specifications of the Services by avoiding the high cost and t he 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 th e 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 intermedia ries, any bribe, consideration, gift, reward, favour or any material or immaterial benefi t or any other advantage from the Bidder, either for themselves or for any person, org anisation or third party related to the contract in exchange for an advantage in the bid ding process, bid evaluation, contracting or implementation process related to the Con tract.
  - 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 parti cular Bidder which could afford an advantage to that particular Bidder in comparison t o other Bidders.
  - 3.1.3. All the officials of the Buyer will report the appropriate Government office any attempt ed or completed breaches of the above commitments as well as any substantial suspic ion of such a breach.
- 3.2. In case of any such proceeding misconduct on the part of such official (s) is reported by the Bid der 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 crim inal proceedings may be initiated by the Buyer and as such a person shall be debarred from furt her 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 contra ct 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, r eward, favour, any material or immaterial benefit or other advantage, commission, fees, br okerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exc hange 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 o r 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 Govern ment for showing or forbearing to show favour or disfavour to any person relation to the 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, subsidiary contract etc to impair the transparency, fairness and progress of the bidding process, bid evaluation, contr acting and implementation of the contract.
- 4.4. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair mean s and illegal activities.
- 4.5. The Bidder further confirms and declares to the Buyer that the Bidder is the original manuf acturer/integrator/authorized government sponsored export entity of the defence stores an d 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 offi cially or unofficially to the award of the contract to the Bidder, nor has any amount been pa id, promised or intended to be paid to any such individual, firm or company in respect of a ny such intercession, facilitation or recommendation.
- 4.6. The Bidder, either while presenting the bid or during pre-contract negotiations or before sig ning 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 interm ediaries in connection with the contract and the details of services agreed upon for such pa yments.
- 4.7. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass o n to others, any information provided by the Buyer as part of the business relationship, reg arding plans, technical proposals and business details, including information contained in a ny electronic data carrier to others and not to commit any offence under PC/IPC Act. The B idder also undertakes to exercise due and adequate care lest any such information is divul ged.
- 4.8. The Bidder commits to refrain from giving any complaint directly or through any other man ner without supporting it will full and verifiable facts.
- 4.9. The Bidder shall not instigate or cause to instigate any third person to commit any of the ac tions mentioned above.
- 4.10. Foreign bidders to disclose the name and address of agents and representatives in India an d 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 inte rmediary.
- 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 s ub-contractor.

#### 5. PREVIOUS TRANSGRESSION

- 5.1. The Bidder declares that no previous transgression occurred in the last three years immedi ately before signing of this Integrity Pact, with any other company in any country in respec t 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 tende r 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 bri bes 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 a ny 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 o ther act enacted for the prevention of corruption shall entitle the Buyer to take all or any o ne 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 o r partially, as decided by the Buyer and the Buyer shall not be required to assign any reaso n therefore.
- 7.1.3. To immediately cancel the contract, if already signed, without giving any compensation to t he 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 outsta nding payment is due to the Bidder from the Buyer in connection with any other contract fo r 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 b y the Bidder, in order to recover the payments, already made by the Buyer, along with inte rest.
- 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, eit her directly or indirectly, is closely related to any of the officers of the Buyer, or alternativel y, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's f irm, 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 payme nt 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, th e Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bi dder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer r esulting from such rescission and the Buyer shall be entitled to deduct the amount so paya ble 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 si gned 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 ca n 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 Govern ment servant or not, but not include a spouse separated from the Government servant by a decre e or order of the competent court; son or daughter or step son or step daughter and wholly depen

dent 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 b een deprived or by or under any law; any other person related, whether by blood or marriage, to t he Government servant or to the Government servant's wife or husband and wholly dependent up on 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 commis sion, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder a nd the Bidder shall provide necessary information of the relevant financial documents in English a nd shall extend all possible help for the purpose of such examination.

#### 9. LAW AND PLACE OF JURISDICTION

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

#### **10. OTHER LEGAL ACTIONS**

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

#### 11. VALIDITY

- 11.1. The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 ye ars 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 Pa ct remains valid. In this case, the parties will strive to come to an agreement to their origin al intentions.

12. The Parties hereby sign this Integrity Pact at \_\_\_\_\_\_on\_\_\_\_

Bidder's Witness

1.\_\_\_\_\_

2.\_\_\_\_\_

SIGNATURE OF BIDDER

**Buyer's Witnes** 

1.\_\_\_\_

2.

(Full name & designation in firm

Complete address and contact details

Including fax, email and phone/mobile number)

#### **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 alon g with email, telephone, mobile, website and fax number.

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

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

#### C. <u>DATE OF EFFECT -</u>

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

Date:

1		1
1	 	

Signature of Customer

#### (CANCELLED CHEQUE MUST BE ATTACHED)

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

## 1147844(4)/

4)/2024/O/O SC(PROC-PROC BR)-I	
(Bank's Stamp)	
	()
Date:	Signature of the Authorized Official from the Bank
	-
	-
	SIGNATURE OF BIDDER
	(Full name & designation in firm
	Complete address and contact details
	Including fax, email and phone/mobile number)
	<u>APPENDIX - 9</u>
PROFORMA FOR BANK G	JARANTEE FOR SUBMITTING EARNEST MONEY
(On bidder's ba	anks letter head with adhesive stamp)
Bank Guarantee No	Dated ://2023
То	
The Pay & Accounts Officer,	
National Security Guard,	
Mehram Nagar, Palam,	
New Delhi-110037(India)	
Dear Sir,	
In accordance with your Invitation	to Tender NoM/S /ith the following Directors on their Board of Directors/partners of
hereinafter called the bidder w	ith the following Directors on their Board of Directors/partners of

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

Wish to participate in the said Tender for the supply .	
of	As a Bank
Guarantee against Earnest Money for a sum of	in words and figures) valid

Dear Sir, In accordan	ce with your Invitation to Tender No	
Door Sir		
New Delhi-1	.10037(India)	
Mehram Na	-	
	curity Guard,	
The Directo		
То		
	(On letter head of Bidder <mark>)</mark>	
PROF	FORMA FOR BID SECURITY DECLARATION FOR THE FIRMS EXEMPTED FOR EMD	
	- Dated ://20	
	<u>APPENDIX –</u>	
(Bank's Common Seal)		
Witness	(Designation)	
- idee:		
Date: Place:		
Data	Signature Bristed server	
	ntee is required; the same shall be extended to such required period on receiving instructi	
	Guarantee shall be irrevocable and shall remain valid up to, if further extens	
IV)	of bid & samples before the board of officer as per condition of this tender.	
iv)	mposed for due performance of the contract within the period provided in the General ditions of contract. The bidder has failed to present and place their equipment for during technical evaluati	
ii) iii)	The bidder withdraws the said Tender within offer validity as mentioned in this tender. The bidder having not withdrawn the Tender, fails to furnish the contract security depos	
i)	The bidder after submitting his Tender modifies the rates or any of the terms and condit s thereof, except with the previous written consent of the purchaser.	
g the amoun , if :-	t of(words and figures) without any reservation and recou	

n 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 v alidity, we agree to be suspended for the period of 24 Months (Two Years) from the da te of communication from participating in any bid/procurement of NSG. This undertaking i s valid for a period of 45 days beyond the final bid validity period for effecting 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 ther eof, 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 d ue performance of the contract within the period provided in the General conditions of contr act.
- iv. Fails to present and place their equipment for during technical evaluation of bid & samples b efore 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 addr ess and contact details Including fax, email an d phone/mobile number

**APPENDIX - 11** 

#### **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, partn ership or individual)

IN RESPECT OF BID NO.

**ISSUED BY**: (Procurement Authority / Name of Institution): .....

- That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (*hereinafter PPP-MII order*) of Government of India issued vide Notification No:P-450 21/2/2017 -BE-II dated 15/06/2017, its revision dated 28/05/2018, 29/05/2019, 04/06/2020 and 16.09.2 020 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 u ndertake to produce relevant records before the procuring entity i.e NSG or any other Government aut hority 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).

- 5. That in the event of the local content of the goods/services/works mentioned herein is found to be incor rect and not meeting the prescribed Minimum Local Content criteria, based on the assessment of procu ring agency i.e. NSG/Government Authorities for the purpose of assessing the local content, action shal I be taken against me in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Docum ents.
- 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:

	Description	Details to be pro
S No	•	vided by bidder

i.	Goods/services/works for which the certificat e is produced.	
ii.	Procuring entity to wh om the certificate is fu rnished.	
iii.	Percentage of local content claimed an d whether it meets the Minimum Local Content prescribed.	
iv.	Name and contact det ails of the unit of the L ocal Supplier (s)	
v.	List of input which are domestically sourced f rom other local suppli ers for manufacturing of the tendered store	
vi.	List of inputs which ar e imported, directly or indirectly for manufact uring of the tendered s tore	
vii.	List of Inputs which ar e added by the bidder at his own location i.e. contribution of bidder i n manufacturing of te ndered store	
viii.	Percentage of Local Content Excluding tax es	
ix.	Percentage of importe d or foreign Content in cluding taxes	
х.	Percentage of tax	

#### SIGNATURE OF ONE WITNESS

#### SIGNATURE OF BIDDER

(Address of Witness)

(Full name & designation in firm Complete addr ess and contact details Including fax, email an d phone/mobile number

**APPENDIX - 12** 

#### CHECK LIST FOR BIDDERS

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

SNo	REQUIREMENTS TO BE CHECKED BEFOR E SUBMISSION OF THE TENDER	(YES/NO)
1.	<b>Appendix from 1 to 12</b> has been duly fille d up, signed, stamped by the bidder before uploading of bid on portal. The signature an d details of witnesses where applicable has been provided on the bid document.	
2.	Valid Earnest Money Deposit (EMD) paymen t instrument in prescribe format has been e nclosed.	
3.	If EMD exemption is claimed for Micro/Small /Startup enterprises than copies of valid certificate issued by NSIC/DIC/KVIC/MSME/U dhyog Aadhar/Startup India from DIPP has b een uploaded	
4.	Proposal has been submitted in two bid syst em-Technical Bid & separate Financial Bid a s per tender documents.	
5.	<b>Appendix-1</b> Offer letter by bidder duly fille d and prepared on bidder's letter head.	
6.	<b>Appendix-2</b> Declaration Certificate i.e. Und ertaking by bidder on its letter head.	

7.	<b>Appendix-3</b> Compliance statement on bidd er's letter head: Compliance status on each parameter of tender specification published shall be filled for the equipment offered by t he bidder. Non-compliance to the any para meter of published specification will be a dis qualification.	
8.	<b>Appendix-4</b> Complete details of Manufacturer/OEM, Distributor and System I ntegrator as applicable to the bidder need t o be filled in the appendix. Distributor and S ystem Integrator shall fill details of its OEM/ Manufacturer. Leaving blank any column wil I be reason for rejection of bid.	
9.	<b>Appendix-5</b> Form of Service Centre or Wor kshop for after sale support services.	
10.	<b>Appendix-6</b> Past Performance Statement o n bidder's letter head: Past performance on ly submitted in attached format will be acce pted, past performance in any other format or attachment of copies of past supply order will not be accepted. No other documents ne ed to be attached at this stage. In case bidd er doesn't possess any past performance bi dder must explain the reason in the same fo rmat.	
11.	<b>Appendix-7</b> Integrity Pact: Integrity Pact co mpleted and signed by bidder and two witn essed of bidder shall be uploaded along wit h bid. Bids without submission or incomplet e or <b>without witnesses signature</b> on pre- Integrity pact shall be rejected.	
12.	<b>Appendix-8</b> ECS Performa for e-payment: E CS mandate form duly completed in all aspe ct should be submitted by the bidder.	
13.	Appendix-9 Proforma for Bank Guarant ee for furnishing Earnest Money (EMD).	-
14.	Appendix-10 Proforma for Bid Security Declaration for the firms exempted for EMD.	
15.	Appendix-11 Declaration for Minimum Lo cal Content	
16.	Appendix-12 Check list for Bidders	-
17.	List of <b>price frozen manufacturer recom</b> <b>mended list of spares</b> . This will not form t he part of price evaluation for deciding L1.	

18.	Letter quoting <b>AMC and CAMC rates</b> in percentage to the basic price of tendered store post warranty. This will not form the part of price evaluation for deciding L1.	
19.	<b>Letter of authorization</b> : Bidder participati ng in capacity of distributor or Indian syste m integrator shall upload the authorization c ertificate of foreign/Indian OEM/Manufacture r, failing which bid will be liable for rejection	
20.	<b>Detailed MoU</b> between foreign OEM/Manuf acturer and distributor/system integrator if applying in distributor or System Integrator capacity.	
21.	BIS/ISO or equivalent certificate of OE M/Manufacturer.	
22.	Incorporation Certificate of bidder firm.	
23.	Industrial License of bidder firm/OEM	
24.	Valid Manufacturing license issued by DPIIT for manufacturing of defence equipment me ntioned in Annexure I vide Press Note no. 1 (2019 Series) no-7(3)/2009-IP.Vol.IV, dated J an 01, 2019 issued by Ministry of Commerc e and Industry, Department of Industrial Poli cy and Promotion(DIPP).	
25.	Malicious Code Certificate of bidder firm.	
26.	Copy of <b>GST Registration Certificate of</b> f irm.	
27.	Copy of <b>PAN Card of</b> firm.	
28.	Last three year balance sheet or Income tax return of bidder firm.	
29.	Minimum Average Annual Turnover Cer tificate duly issued by Chartered Accou ntant of the Bidder (For 03 Year)	
30.	Last three year balance sheet or Income tax return of OEM firm.	
31.	OEM Average Turnover (Last 3 Years)	
32.	Shelf Life Certificate	•
33.	Whether firm has uploaded undertaking that bidder is not under liquidation, Court re ceivership or similar proceedings, bankrupt.	
34.	Certificate regarding acceptance of Offer Va lidity Period / Delivery Period & Warranty	

35.	The <b>technical literature</b> of the tendered st ore offered by the bidder with respect to sp ecification published in the tender.	
36.	Published Bid duly signed and rubber stamp ed be submitted with bid documents.	
37.	Price bid in BoQ format has been uploaded	
38.	Compliance <b>to Buyer Added Additional T</b> <b>erms &amp; Conditions of Buyer/Contract</b> ce rtificate has been submitted by bidder in fir m letter head.	
39.	Any other relevant information. The technic al bid is in clear legible format with maintain ing above mentioned sequence of documents be uploaded on <b>GeM portal</b> for considering an offer as responsive bid.	

#### SIGNATURE OF BIDDER

(Full name & designation of firm, Compl ete address and contact details Incl fax, e mail and phone/Mob No.

### Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process.
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the

case may be.

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

#### This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

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

---Thank You/धन्यवाद---



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Government of India Ministry of Home Affairs Directorate General National Security Guard (Provisioning Branch/Ord Section) Mehram Nagar, Palam, New Delhi – 110037 Fax No. 011-25663258/25671639

No : P/604/2019(389)/Bomb Suit/Prov (Ord)/HQ NSG/ 356

Dated : 02 Feb 2023

#### FORWARD OF FINAL QUALITATIVE REQUIREMENT (QRs) AND TRIAL DIRECTIVES (TDs) OF BOMB SUIT (REVISED)

The final QRs and TDs of Bomb Suit (Revised) duly approved by competent authority is forwarded herewith for your information and necessary action please.

(PC Sharma) Group Commander (Proc)

Encl : As above

#### Distribution :-

1.	JS (PM), MHA, Jaisalmer House, New Delhi	- For information please.		
2.		- You are requested to upload the same on		
	नार्थ ब्लॉक, नई दिल्ली Email : soit@nic.in	MHA website in approved QRs/TDs of BDDS		
		equipments category please.		
3.	IG/Director (R&D), BPR&D, Mahipalpur, New			
	Email: igmod@bprd.nic.in / dd-mod@bprd.n	ic.in / sushilkumar@bprd.nic.in		
4.	ADG, PP & T, Room No 37, H Block, DGQA, (	Govt of India, Min of Defence, Department		
1	Defence Production, Directorate of Quality Ass	surance, New Delhi-110011,		
	Email : saarmt-dgqa@gov.in			
	i i i i i i i i i i i i i i i i i i i			
6.				
7.				
	DIG (Prov), ITBP, CGO Complex, New Delhi, Email : digprov@itbp.gov.in			
9.	DIG (Prov), SSB, RK Puram, New Delhi, Email : cr.ssbdel@nic.in			
	DIG (Prov), Assam Rifle (Through LOAR), Err			
11.	JDSR, Room No, 49-T, Directorate of Staff Requirement (DSR) A Block Hutments, Dalhousie			
	Road, New Delhi-11, Email: dsr@navy.gov.in			
12.	Shri Paritosh Singhal, ACEO (GeM), Govt of Ir	ndia, Ministry of Commerce & Industry,		
	Government e-Market Place, New Delhi-11001	1, Email : paritosh.singhal@gem.com.in		
13.	Ops (WE), HQ NSG			
14.	HQ CTF/BD Unit, NSG			

### QUALITATIVE REQUIREMENTS(QRs) AND TRIAL DIRECTIVES (TDs) OF BOMB SUIT (REVISED)

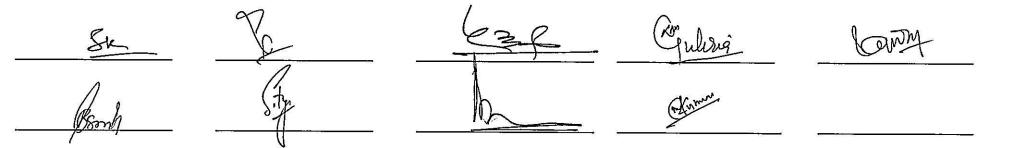
Ser No	QRs	Trial Directives
1)	Bomb Disposal Suit is used to protect the operator/ technician from blast/heat & fragmentation effect of bomb/ IED (Improvised Explosive Device) during handling of bomb/IED.	OEM to furnish NATO STANAG 2920 or MIL Standard 662F or NIJ 0117.01 or NATO APE 2920 test certificate
	The Bomb suit to be NIJ 0117.01 or NATO STANAG 2920 or MIL Standard 662F or NATO APE 2920 compliant. With regard to para 2 of this QR & TDs with NIJ 0117.01 or higher value of the parameter will be accepted.	To be checked physically by BOO by relevant test certificates from NABL accredited lab /Indian Govt Lab/ international accredited lab
1.1)	Bomb suit should be designed to protect against IEDs with acceptable standards of ergonomics, optics, head protection; spine protection, fragmentation protection, blast integrity, electrostatic discharge safety, flammability safety and Drag rescue features.	OEM to furnish live test reports from NABL/ international accredited lab for protection standards offered by the Bomb Suit and OEM to provide undertaking that no up-radation/ changes in terms of ballistic properties have taken place in the Bomb Suit offered since the last date of the test report.
1.2)	Protection against Threats: The Bomb Suit should offer protection against following effects of bomb/IED explosion. <ul> <li>Fragmentation</li> </ul>	Drag and rescue features to be physically checked by the BOO. To be checked physically by BOO by relevant test certificates from NABL/Indian Govt Lab/international accredited lab for protection standards offered by the Bomb Suit.
8	· Impact.	
	Blast Over pressure.     Thermal effect.	

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Ser		QRs	Trial Directives	
No				
1.3)	Body Protection: Following parts of the body should be protected from the explosion effect of for bomb/IEDs:-		OEM to furnish live test reports from NABL/ Indian Govt Lab /international lab for protection standards offered by the Bomb Suit.	
Ĺ				
	· Fe	eet, Lower leg, Knees & Thighs.		
	· c	hest, Groin & Collar.		
	·s	pinal cord.		
	· F	ace (with helmet & visor).		
	. н	ead, Thorax, Abdomen and Pelvis		
1.4)	The	suit should consist of the following items, which collectively make a complete garment:-		
~	(a)	Jacket with attached adjustable collar & patch chord with additional ploto for anhanced	The autient (Death tech 2 to 2 to 2	
	(b) Trouser adjustable		The subject (Bomb technician) will be made to wear the suit after warming up. The subject should be able to perform the EOD task mandated by BOO. During and after completion of the task all parts must be intact and allow technicians to execute RSP without any hindrance during operations.	
			The subject (Bomb technician ) will be made to wear the suit after warming up. The technician should be able to adjust the trouser as per his fitting and capable of performing the EOD task.	
	(c)	Foot protection with the help of boot over shoes or similar arrangement.	The subject (Bomb technician) will be made to wear the boot over shoes. The subject will be made to walk and run .The subject should be capable of performing the EOD task without any discomfort. The boot over shoes should be capable of providing complete foot protection from heat ,blast and fragmentation waves and will be tested with relevant test certificate	
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	ļ	Bend sty the	Alamar	

Ser No	QRs	Trial Directives
.1.4) (0	<ul> <li>Helmet consisting of following : - <ul> <li>(i) Visor (Replaceable when damaged).</li> <li>- The visor should have arrangement for opening without getting detached from helmet.</li> <li>(ii) Same helmet to be capable for various fitting sizes</li> </ul> </li> <li>(iii) <u>Visor cover.</u> <ul> <li>(a) <u>For storage</u>- For protection during storage.</li> <li>(b) <u>During operation</u>-Should be detachable for increasing protection level of visor to min 1000m/s for 17 grain V50 STANAG 2920/MIL STD 662F/APE STANAG 2920 with limited visibility.</li> <li>(iv) Balaclava.</li> <li>(v) Ear protection</li> <li>(vi) Ventilation system with Blower.</li> <li>(vii) Communication system.</li> <li>(viii) Power supply.</li> </ul> </li> </ul>	The subject (Bomb technician) will be made to wear the Helmet along with complete Bomb Suit. The subject will be made to walk, Run and perform the EOD task. The protection parameters will be verified using the test certificates produced. However operator should be able to execute EOD task without any hindrance and same will be checked by BOO. When the subject is bent and performing the task, the helmet should be intact. OEM to furnish NATO STANAG 2920 or MIL Standard 662F or NATO APE 2920 test certificate for Steel visor. To be checked physically by BOO by relevant test certificates from NABL accredited lab /Indian Govt Lab/ international accredited lab



2928

Ser No			Trial Directives	
1.4)		(ix) Minimum one front facing live video camera.		
	(x) Minimum one front facing search light.		-	
	(xi) Built in microphones and headphones/ integral radio communication in helmet facilitating clear communication between bomb technician and commander without comprising the comfort of the bomb technician.			
	(e)	Flame resistant non-static hand gloves (detachable).	OEM certificate to be provided.	
	(i) Iransit bag :- Bo		Certificates to be checked by the BOO Bomb suit will be placed in the transit bag and checked for handling during transportation.	
		(ii) Hard Cases for bomb suit, helmet & cooling suit.		
K.	(g)	Groin protection	The subject (Bomb technician) will be made to wear the groin protection as a part of suit .The subject will perform EOD task and there should not be any hindrance in RSP task.	
8	(h)	Hydration bag – Min 1 Itr	The subject (Bomb technician ) will be made to wear the complete suit	
	(j)	Complete body cooling suit. (i) Cooling Trouser (ii) Cooling Jacket (iii) Cooling Balaclava for head and face. (Cooling overall having multiple items as above combined into single piece shall be accepted) (iv) Water bottles (v) Pump unit	and functionality of hydration bag will be checked. The subject (Bomb technician ) will be made to wear the complete cooling suit along with Bomb suit . the subject will be made to perform EOD tasks . The suit should provide effective cooling for minimum 30 minutes with ambient temperature at 35°C or less.	
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2	QRs	Trial Directives
(k)	Communication system. ( Both wired and wireless)	The subject (bomb technician) in the fully equipped bomis suit gear should be carrying out clear communication with commander at the ICP. The communication system should
	(i) Wireless hands-free (VOX) Communication without use of PTT	not hamper the technician while performing EOD tasks. The range of communication are as follows :-
	(ii) Wireless range of 200 mtrs (Min)	(a) with wire- 100 mtrs
	(iii) Hard Wire Spool 100 mtrs (Min) for wired communication.	(b)wireless communication 200 mtrs
	(iv) Control Module cum amplifier for communication system.	•
	(v) Recording facility for recording live communication.	
	(vi) Head set	
	(vii) Built in microphones and headphones/ integral radio communication in helmet facilitating clear communication between bomb technician and commander without any hindrance in performing EOD task.	
(1)	Atleastthree different sizes(small, medium, large) to be made available by the Firm. (User requirement to be specified at tendering stage.)	One Bomb technician will be made to wear the Bomb sui (Indian medium size) and perform the EOD tasks. The Operators fitting and ability to perform EOD tasks withou suit causing any inconvenience will be checked by BOO.
(m)	Back protector with easy adjustment/ custom fitted as per best fit for bomb technicians comfort	The subject (Bomb Technician ) will be made to wear bac protector and physically BOO to check the same.

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Ser No		QRs	Trial Directives	
2)	The suit protection performance figures should be compliant to NIJ 0117.01 /STANAG 2920/ MIL 662F/ NATO APE 2920 for below mentioned parameters:-		OEM to furnish test report from NABL/ international lab for protectio standards offered by the Bomb Suit.	
	(i)	Front Chest – for 17 grain V0 simulator -1800 m/Sec or better	To be checked physically by BOO by relevant test certificates.	
1000 - 100 - 100	(ii)	Front Groin for 17 grain V0 simulator -1800 m/Sec or better	To be checked physically by BOO by relevant test certificates.	
2.1)	APE	suit protection performance figures should be of NIJ 0117.01/STANAG 2920/ MIL662F/ NATO 2920 compliant and 17 grain fragment simulator V50 protection levels to be as under-	OEM to furnish test report from NABL/ international lab for protection standards offered by the Bomb Suit.	
	(i)	Jacket Front 550M/s. or Better	To be checked physically by BOO by relevant test certificates.	
	(ii)	Jacket Rear 525 M/sec. or Better	To be checked physically by BOO by relevant test certificates.	
	(iii)	Sleeves Front – 525 M/Sec or better	To be checked physically by BOO by relevant test certificates.	
	(iv)	Sleeve Rear- 450 M/s. or Better	To be checked physically by BOO by relevant test certificates.	
	(v)	Collar Front – 850 M/Sec or better	To be checked physically by BOO by relevant test certificates.	
	(vi)	Collar rear : - 450M/s.	To be checked physically by BOO by relevant test certificates.	
	(vii)	Front Groin- 500 M/s. or Better	To be checked physically by BOO by relevant test certificates.	
	(viii)	Rear Groin- 325 M/s. or Better	To be checked physically by BOO by relevant test certificates.	
	(ix)	Trousers Front Thighs- 625 M/Sec or better	To be checked physically by BOO by relevant test certificates.	
	(X)	Trousers Front Shins – 525M/Sec or better	To be checked physically by BOO by relevant test certificates.	
	(xi)	Rear Trousers- 325 M/s. or Better.	To be checked physically by BOO by relevant test certificates.	
	(xii)	Boots- 450 M/Sec or better	To be checked physically by BOO by relevant test certificates.	

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Ser No	QRs	Trial Directives
2.2)	The Bomb suit should offer protection against shock wave and blast overpressure	OEM to furnish report from NABL/ international lab for protection standards offered by the Bomb Suit against shock wave and blast overpressure.
3.	Cooling Suit	
3.1	The Cooling Suit kit should include-	Each of these items will be physically checked by the BOO. Thereafter the
	(a) Long sleeve shirt with cooling tubes sewn into trunk and arms.	subject will be made to wear the cooling suit along with complete bomb suit and will be made to perform EOD tasks. The cooling suit should provide effective cooling for at-least 30 mins before the next bottle is replaced.
	(b) Long legged pants with cooling tubes sewn into legs.	
	(c) A closed fitted open faced hood for head.	
	(d) Cooling unit and pouch. Pouch should be on /over the bomb suit	
	(e) Two water bottles.	
	(f) Battery pack and charger.	
	(g) Carrying bag.	

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Ser N	lo _	QRs	Trial Directives	
3.2) V	(a)	<u>Material</u> : Manufactured from a suitable flame retardant knitted fabric. Should have negligible pilling, flexible, very soft, comfortable to wear and can be worn under virtually any outer clothing without encumbrance. It should be available as detachable shirt, pant & hood. The fabric should be washable.	specification. The individual item part of the cooling suit will be inspected by the BOO	
	(b)	The cooling suit should have integrated tubes for circulation of cooling water with a battery-operated pump to mitigate heat stress of the bomb technician	The tubes will be checked physically. but the functionality will be checked as a integrated suit along with Bomb suit to perform EOD tasks.	
	(c)	The cooling suit should provide effective cooling for minimum 30 minutes with ambient temperature at 35°C for less.	The subject (Bomb technician ) to wear the cooling suit and bomb suit over it . the subject to perform EOD tasks and cooling period of the suit will be checked by the BOO with the help of stop watch while the subject undergoes EOD tasks.	
	(d)	A powerful battery pack (rechargeable/ Dry battery) to be provided with the minimum operation capacity of 2.5 hrs.	The subject (bomb technician) with complete bomb suit worn and perform EOD tasks ,the capacity of Battery pack will be tested from the starting of EOD task till 2.5 hrs ,it should be in functional condition. The time will be noted with the help of stop clock.	
	(e)	A spare battery pack with charger may also be provided with cooling suit.	The charger will be physically checked by BOO for functionality.	
	(f)	Requisite arrangement to be available to attach cooling unit and water bottle to the bomb suit without causing inconvenience and interference to the bomb technician ability to carry/ operate other eqpt and mobility of the bomb technician	The subject (Bomb technician) in complete suit with this arrangement will be made to perform EOD tasks. During the same it should not cause inconvenience to bomb technician.	

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Ser No QRs **Trial Directives** 3.2) (g) Should be available indifferent sizes to suit user's requirement. To be checked physically by BOO. (h) The peak heat removal rate of full cooling suit should be at least 270 watts or better. OEM to furnish test reports from NABL/ international accredited lab for cooling standards offered by the cooling Suit. (j) The cooling suit pump should be operate on dry or rechargeable batteries. To batteries be displayed and physically checked by BOO. A second compatible water/Ice bottle should be the supplied with the cooling suit (k) To spare water bottle will be displayed and physically checked by BOO. (1) The cooling source should be ice/water. To be checked physically by BOO, Spare connect or for water circulation tube should be supplied with cooling suit. (m) To be checked physically by BOO. Weight of complete cooling suit (i.e. suit, cooling unit, ice cubes with Water and battery (n)The digital calibrated weighing machine will be used by The BOO to check pack) should not exceed 5kgs. the same. 4. Helmet Helmet components: Should include following items: -4.1 The components of Helmet will be physically checked by the BOO and there after the subject (Bomb technician ) will be made to wear the helmet along Visor (a) with the complete bomb suit and perform EOD tasks during which all the components should function .The BOO will check the functions of each Adjustable helmet size (b) component. (c) Visor cover. (d) Balaciava. (e) Ear protection. Ventilation system with Blower. (f) Communication system. (g) (h) Power supply. Minimum one front facing live video camera. (j) Minimum one front facing adjustable search light. (k) Built in microphones and headphones/ integral radio communication in helmet facilitating (I)clear communication between bomb technician and commander without comprising the comfort of the bomb technician Julina AND

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Ser No		QRs	Trial Directives
4.2	Ballistic EOD Helmet protection performance figures should beNIJ 0117.01/STANAG 2920/ MIL 662F/NATO APE 2920 for 17 grain V50 simulator compliant for standards as mentioned below :-		OEM to furnish test report from NABL/ international accredited lab for protection standards offered by the helmet
	(a)	Helmet- 600 M/Sec or better	To be checked physically by BOO by relevant test certificates.
	(b)	Visor- 700 M/Sec or better	To be checked physically by BOO by relevant test certificates.
	(c)	Weight with visor not more than 6 Kgs	The BOO to use the digital calibrated weighing machine to check the same.
	(d)	The system should have an arrangement for breathing in a hazardous gas environment.	Firm to bring all accessories to be used during breathing in hazardous gas environment and demonstrate to the User. (To be checked physically by BOO)
	(e)	<u>Ventilation and Demisting.</u> A helmet mount fan should provide effective ventilation with control unit within easy reach and vicinity of the bomb technician. Should be provided with an effective demisting arrangement.	To be checked physically by BOO.
	(f)	The helmet should have built in microphone and speaker for operator to hear all the conversation taking place in the vicinity and automatic decibel cutout sys(85 to 95db) to protect the ears of the operator.	OEM to furnish test reports from Indian Govt Lab/ NABL/ international accredited lab for protection standards offered. BOO to be check the certificate.

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Ser No		QRs	Trial Directives
4.2	(g)	Two way Communication It should provide a two way communication on radio and on wire between operator and base station up to a min distance of 100 meters wired and 200 mtrs wireless. (LOS).Built in microphones and headphones/ integral radio communication in helmet facilitating clear communication between bomb technician and commander without comprising the comfort of the bomb technician	bomb suit. The subject should be able to clearly communicate with base station and ranges as mentioned in QR will be checked by BOO
	(h)	Search Light. The helmet must be fitted with min one front facing adjustable search light for working in dark condition.	
	0	Live Video Camera Helmet must have min one front facing video camera of min 2 Mega pixel configuration for Live Video transmission in 480P or better to base station located at a distance of 200 mtrs LOS and 100 mtrs in BUA (Non-line of sight). The system should be equipped with an electronic system-digital transmission- so that the feed from the operator can be relayed to the base station in Built up Areas (Non line sight) without any interference. The system should also be equipped with video recording capability. Min 10 inch size of screen with all accessories to be provided for base.	
	(k)	The system must have hand operable arrangements for users to operate electronic features including light, audio levels, ventilation easily.	The system must have hand controlled panel/ within easy reach and vicinity of the operator for electronic features including light, audio levels, ventilation. No dangling wires to be present, more than 15 cm.

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No	QRs	Trial Directives	
	Provision for water intake facility to be provided.	To be checked physically by BOO.	
(n	Provided with suitable padding arrangement/other custom fit and chin strap arrangement for the comfort of the wearer.	To be checked physically by BOO.	
(r	Quick release Arrangement/ mechanism to open and close the visor.	To be checked physically by BOO.	
(c	10 x Spare balaclavas or one spare helmet liner hood (where applicable) should be provided with the bomb suit helmet.	To be checked physically by BOO.	
Ji	ket		
(8	Arrangements to be made available for immediate removal/quick release of the jacket by the wearer.	To be checked physically by BOO.	
(1	The jacket should have pouches/molle straps for keeping working tools	To be checked physically by BOO.	
(0	It should have high quality Ballistics inserts for chest protection, groin protection, collar protection, sleeves, flame resistant and anti-static hand gloves, arrangements to be made available to remove the ballistics inserts from the jacket	To be checked physically by BOO.	
(0	Outer cover of jacket to be made in good quality washable material preferably NOMEX IIIA, Silicon blended Kevlar/Aramid or better fabric.	from which it has been procured. To be checked physically by BOO by relevant test certificates from National international accredited lab.	
(€	Moulded chest protection plate, groin protection plate and collar protection plate should be provided. Blast plates should be molded from woven roving with added fire retardant polymer/ GRP/Composite material or better without metal.	To be checked physically by BOO by relevant test certificates for material composition and fire retardant from Indian Gov Lab/ NABL/ International accredited lab.	
(f	Velcro/quick release arrangements with adjustment strap may be provided for comfortable fittings.	To be checked physically by BOO.	

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Ser No		QRs	Trial Directives	
	(g)	The Jacket should have ballistics inserts made from light weight multilayered, water repellant, Aramid, Kevlar blend non static fiber or better. (i)Outer cover: Kevlar blend fabric, with Kevlar thread or better. (ii)Weight. Not more than 15 kg (without armor plate) (iii)Colour: Olive green/Desert Tan/Navy Blue/Black etc. (iv)Size: Should be available in different sizes to suit the user's requirement. (v)Blast plate pouch: 725 Denier Nylon or equivalent and should be water and fire retardant. (v)Attached system: Nylon webbing & Velcro, Hook & Loops, Acetal. (vii)Soft components: Layered Aramid fiber contained in water and fire retardant fabric. (viii)Rigid component: Polycarbonate, Foam, UHMPE (Ultra High Molecular Weight Polyethylene) or better material.	To be checked physically by BOO by relevant test certificates from NABL/ international accredited lab.	
6.	Τιοι	Isers		
	(a)	The trousers should be adjustable catering for different sizes	The subject (Bomb Technician) will be made to wear the trousers. And all the parameters mentioned in QR will be physically checked by the BOO.	
	(b)	Immediate removable/quick release of the trouser should be achievable, break way zip and Velcro tape may be	To be checked physically by BOO.	
		provided for trouser fitments.	n portanen strategischeren voor storenen in ste interneteren.	
	(c)	The trousers may be designed for thigh protection, leg protection, shoulder strap with buckle and Velcro tape adjustments added with waistband.	To be checked physically by BOO.	
	(d)	The Trouser should have ballistics inserts made from light weight multilayered, water and fire retardant, Aramid, Kevlar blend static reducing fibre and shin guard HAP.         (i) Outer cover: Kevlar blend fabric, with Kevlar thread or better.         (ii) Weight.Not more than 9 kg (without armor plate)         (iii) Colour: Olive green/Desert Tan/Navy Blue/Black etc.         (iv) Size: Should be available in different sizes to suit the user's requirement.         (v) Knee & Shin Guard cover: Silicon filled aramid/Kevlar blended fabric.         (vi) Attached system: Nylon webbing& Velcro, Hook & Loops, Acetal.         (vii)< Soft components: Layered Aramid fiber contained in water and fire retardant nylon.         (viii)       Shin Guard: Polycarbonate, Foam, UHMPE (Ultra High Molecular Weight Polyethylene or better material.	To be checked physically by BOO by relevant test certificates from NABL/ international accredited lab.	
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Ser I	No	QRs	Trial Directives
7.	Powe	r Pack	
	7.1	Suitable power packs should be provided with the suit which can provide min 2.5hrs of working time with all systems switched on. There should be an arrangement at the suitable location on the BD suit to accommodate it, which should not cause inconvenience and interference to the bomb technician's ability to carry/ operate other eqpt and mobility of the bomb technician. The power pack should have battery status indicator on it or on the hand worn controller within the clear vision of the bomb technician. The Battery type should be rechargeable and commercially available off the shelf. The powerpack should have outlets:-	<ul> <li>(a) Power Packs (batteries) endurance for 2.5 hrs working of bomb suit with all systems switched on to be checked physically by BOO.</li> <li>(b) OEM/Bidder undertaking for commercial availability of batteries to be submitted.</li> </ul>
		(a) Dedicated to helmet ventilation.	To be checked physically by BOO.
		(b) For all accessories.	To be checked physically by BOO.
		(c) Recharging: - A charger should be provided. Also, a compatible charger for plugging into a 12V- DC source such as a cigarette lighter	To be checked physically by BOO.

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Ser No	QRs	Trial Directives
8.	The complete weight of the suit along with complete accessories should not exceed 45 Kgs.	To be checked physically by BOO.
9.	Back Bone Protection The suit should provide a high impact back bone protection arrangement.	OEM to furnish test reports from NABL/ international accredited lab for protection standards offered.
10.	<u>Operational Time</u> . The suit with all accessories should take no more than 10 minutes to wear when assisted by a trained technician.	The BOO will use the stop watch to ascertain the time. The subject (Bomb Technician) will be provided with complete suit laid on the table. The subject will be provided with trained technician for assistance. The timings to don the suit will be noted by BOO.
11.	Static Discharge The bomb suit should have protection against static charge	OEM to furnish test reports from NABL/ international accredited lab to this effect and self declaration certificate.
12	All replaceable items/accessories of the bomb suit that provide protection, should be of the same or better protection levels	OEM to furnish test reports from NABL/ international accredited lab to this effect.
13	Drag Rescue feature. Drag rescue device should be incorporated in a Bomb Suit for the purpose of moving/ mobilizing an incapacitated bomb technician.	
	2 Parties	To be physically checked by the BoO.

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Ser	QRs	Trial Directives
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14.	Comfort and Fitting. The Bomb Suit should be comfortable to wear and should not cause inconvenience and interference to Bomb Technicians ability to carry/ operate other eqpt and mobility of the bomb technician	
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Ser No	QR's	Trial directives
14)		(n) At a cue from the BOO, the subject shall rise from the chair and begin doffing the bomb suit in accordance with the supplier's instructions. Timing shall start when the subject receives the cue from the BOO to begin doffing the bomb suit.
		(o) The subject shall doff the bomb suit unassisted. The chair may be used during the process.
		(p) After completely doffing the bomb suit, the subject shall cue the BOO.
Ì		(q) Timing shall cease at the cue from the subject. The BOO shall record the doffing time.
		(r) The subject shall perform donning and quick doffing of the bomb suit in three trails for the appropriate bomb suit size.
		(s) The result of the test is the average time of the three trials for donning and quick doffing.
		(t) The donning and quick doffing times for bomb suit shall be recorded and reported.
		(u) The average of the three trials for donning of each suit shall be recorded and reported.
		(v) The suit with all accessories should not take more than 10 minutes for donning and 5 minutes for doffing when assisted by a single donning assistant.

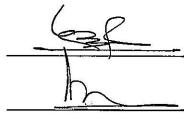
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Ser No	QRs	Trial Directives
14)		Coin Recovery Test:-         (a)       One sample of the size recommended by BOO of bomb suit offered by the supplier shall be submitted for testing.
		(b) Bomb suit shall be submitted for testing with all required accessories as mentioned in Ser No 1 to 7.
		(c) One subject (Bomb Technician) is required to test bomb suit. The subject selected for each bomb suit size being tested shall be appropriate based on the supplier's sizing chart.
		(d) A coin, whichever available is required for this evaluation.
		(e) The subject shall don the bomb suit with all required accessories as mentioned in Sr no 1 to 7. A coin is to be placed directly behind the subject at a distance of 30 cm (12 inches) from the back of the heels to the center of the coin.
		(f) The subject may bend over to see the coin and is allowed one and only one step in any direction. The subject shall turn around and pick the coin up.
		(g) While picking up the coin by the subject all the accessories attached to the bomb suit, velcros, straps ,zips and various connectors are required to be intact, unbroken and undamaged. The helmet should not show any evidence of slack and loose fitting. Complete Bomb Suit alongwith complete accessories should not show any evidence of any hole, cracking, spalling or damage. Protective elements shall remain attached to the bomb suit and maintain shape integrity. No gaps that expose the bomb technician will be permitted.

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QRs	Trial Directives
·	Mobility Test:-         (a)       One sample of the size recommended by BOO of bomb suit offered by the supplier shall be submitted for testing.
	(b) Bomb suit shall be submitted for testing with all required accessories as mentioned in Ser No 1 to 7.
	(c) One subject (Bomb Technician) is required to test bomb suit. The subject selected for each bomb suit size being tested shall be appropriate based on the supplier's sizing chart.
	(d) The subject shall don the bomb suit.
	(e) The subject will be made to walk for a distance a 100m. While walking subject will be persistently communicating with the commander.
	(f) While walking all the accessories attached to the bomb suit, velcros, straps zips and various connectors are required to be intact, unbroken and undamaged. The helmet should not show any evidence of slack and loose fitting. Complete Bomb Suit alongwith complete accessories should not show any evidence of any hole, cracking, spalling or damage. Protective elements shall remain attached to the bomb suit and maintain shape integrity. No gaps that expose the bomb technician will be permitted. Loss of communication will also be not permitted.
	(g) The subject will again be made to run for a distance a 100m. While running subject will be persistently communicating with the commander.
	(h) While walking all the accessories attached to the bomb suit, velcros, straps ,zips and various connectors are required to be intact, unbroken and undamaged. The helmet should not show any evidence of slack and loose fitting. Complete Bomb Suit alongwith complete accessories should not show any evidence of any hole, cracking, spalling or damage. Protective elements shall remain attached to the bomb suit and maintain shape integrity. No gaps that expose the bomb technician will be permitted. Loss of communication will also be not permitted.
	(i) Incapacitated doffing:
	The subject should wear the complete bomb suit with all its accessories and lie in face up position. One trained assistant shall remove the bomb suit (excluding cooling suit) in less than 2 minutes without injuring the subject.
	The same test to be conducted in face down position also.
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15.	the e	cellaneous. The firm should be able to provide the following as applicable, along with equipment: -	
	(a)	Spare Sets of all kinds of rechargeable batteries used in suit including all accessories	To be checked physically by BOO. The OEM must specify the list of spare parts provided by them with Bomb Suit and the life of rechargeable batteries.
			The manufacturer must submit list of cleaning kit tools required for Bomb Suit.
	(b)	All operator level maintenance tools	To be checked physically by BOO, The manufacturer must submit list of special maintenance tools required for Bomb Suit.
	(c)	Training aids – charts, slides, training brochure, training work model, blow up diagram, video films etc, if any	To be checked physically by BOO, manufacturer to submit training aid list available with them for Bomb Suit.
	(d)	Physical training in India	Firm to provide as per Acceptance of Tender.
	(e)	Proof schedule to include details of testing and acceptance criteria by the supplier and manufacturer.	To be physically checked by BOO
	(f)	Technical Manual and user handbook in English giving shelf life and full description of the item	To be checked physically by BOO during technical bid evaluation, manufacturer to give options of providing technical manual in local language. (Hindi, English)
	(g)	Specification for packing handling/transportation/ storage	Manufacturer to provide details of for packing handling/transportation/ storage.
	(h)	Cleaning kit tools required for Bomb Suit.	To be physically checked by BOO and the manufacturer must submit list of cleaning kit tools required for Bomb Suit.
16.	10	Validity and authenticity of lab test reports and certificates:	BOOs to check
17.		The OEM should also confirm that no product changes related to ballistic rating/ testing or material have taken place since the last test.	To be checked physically by BOO.
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Ser No	QRs	Trial directives	
18.	All the test reports and certificates must invariably have the name, address, web site, e-mail address and contact Numbers of the testing agencies/lab.	To be checked physically by BOO.	
19	Warranty-All covered warranty for three years from acceptance of goods.	OEM to provide undertaking for the same. BOO to check the certificates.	
20 2	Shelf Life – Min 05 years.	OEM to provide undertaking for the same. BOO to check the certificates.	

dot (Sushil Kumar), PSO BPR&D (Rajat Jāin), Comdt CRPF (Insp BC Roy Choudhary) BSF (Vijay Kumar Kaswa), DC SSB (Ravinder Kumar), AC ITBP W Kunt (Sub Balwan Singh) LOAR (Major Satya Godara) SC (WE), HQ NSG (SI Neeraj Kumar)) CISF (Major Adil Khan) OC, BD Unit APPROVED / NOT APPROVED (MA Ganapathy, IPS) DG, NSG