

(Through CPP Portal)

Invitation to Tender
GOVERNMENT OF INDIA
CABINET SECRETARIAT
(Special Protection Group)

82590

20 SEP 2017

Open Tender Notice No. B-31/SPG-Prov/2017(6)

Director, Special Protection Group, on behalf of the President of India invites online bids under two bid system (Technical & Commercial) for supply of "16 Nos Customized B R Vests" through e-tender.

Important Tender Details

1.	Earnest Money Deposit (EMD)	Rs. 10,000/-
2.	Date from which tender documents can be down loaded	20/09/2017.
3.	Date, time and venue of pre-bid conference	28/09/2017 (1600 hrs) Admin Block, SPG Complex, Sector-8, Dwarka, New Delhi- 110077.
4.	Last date of down loading tender documents	11/10/2017 (1500 hrs)
5.	Last date and time for uploading of Bids	11/10/2017 (1600 hrs)
6.	Date and Time of Opening of tender/technical bids	12/10/2017 (1600 hrs)
7.	Address for Communication	Assistant Inspector General (Prov), SPG Complex, Sector-8, Dwarka, New Delhi-110077 Phone No.011- 25090554 & Fax 011-25090682.

2. The complete tender document is available on the website www.spg.nic.in and www.eprocure.gov.in. Interested bidders may visit above websites and download the tender documents. Tender documents will not be issued manually.

3.. If you are in a position to quote for the supply of these stores, please complete the information called for as per tender documents and submit along with your quotation through e-procurement site <http://eprocure.gov.in>. Incomplete tender enquiry is liable to be ignored/rejected.


Assistant Inspector General (Prov)

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1. Introduction

The Special Protection Group (Cabinet Secretariat), SPG Complex, Sector 8, Dwarka, New Delhi-110077 intends to e-procure 16 Nos customized designed B R Vest as per individual user measurement basis as per details enclosed with this tender document.

Time Lines:

1.	Starting date of downloading of tender documents	20/09/2017.
2.	Date, time and venue of pre-bid conference	28/09/2017 (1600 hrs) Admin Block, SPG Complex, Sector-8, Dwarka, New Delhi-110077.
3.	Last date of downloading of tender documents	11/10/2017 (1500 Hrs)
4.	Last date and time for submission of on line tender	11/10/2017 (1600 hrs)
5.	Date and time for opening of on line Technical bid	12/10/2017 (1600 hrs)
6.	Address of communication	Asstt. Inspector General (Prov) Special Protection Group, SPG Complex, Sector-8, Dwarka, New Delhi-110077. Tele - 011-25090554, Fax - 25090682.

2. (A) **On line** offers in TWO BID SYSTEM (i.e Technical bid and Commercial /Financial bid) are invited from interested Original Equipment Manufacturers, their exclusive/authorised distributors/representatives fulfilling the terms and conditions set forth in the tender documents and having after sales service in Delhi.

(B) The tender document may be read carefully. Offers received without requisite documents/certificates as asked under pre-qualification criterion and other clauses of tender, are liable to be rejected.

(C) Bidders are advised to keep note of time required for preparation of Entry pass at the gate and come to deposit tender cost/EMD etc well in advance so as to reach well before specified time of closing.

2. Pre-qualification criteria

Documents connected with fulfillment of pre-qualification criteria must be furnished with technical bid.

Pre-qualification criteria for bidders are as under:-

	Domestic Tenderers :-
(i)	The bidder should be a registered firm/concern or a company registered under the Companies Act, 1956 or registered with various taxation authorities. Copies of registration certificate should be uploaded alongwith Technical Bid.
(ii)	The bidder should have an average annual turnover of at least Rs. 10.00 Lac during the preceding three financial years. Copies of audited annual accounts or a certificate from Chartered Accountant should be uploaded.
(iii)	The bidder should have executed with Govt./PSU/Autonomous body at least one supply order worth Rs. 4.00 Lac or two supply orders of at least of Rs. 2.00 Lac each for such items in last three years. Copies of supply orders clearly indicating value of orders should be uploaded.

3. Terms & Conditions of the Tender

(1)	<p>Earnest Money Deposit (EMD) : The Bidders are to deposit an amount of Rs. 10,000/- in the form of Demand Draft/Fixed Deposit Receipts/Bankers Cheque/Bank Guarantee drawn in favour of "Director of Accounts Cabinet Secretariat, Spl Wing, SPG" payable at New Delhi, towards the EMD along with the tender. Foreign bidder may submit EMD through their Indian representative/firm with agreement duly signed by both the parties and the EMD will be returned to the same firm. Earnest Money should reach to O/o AIG (Prov), SPG on or before end of date of e-bid submission, failing which offer will be liable for rejection. Bidders, however, have to attach scanned copies of Earnest Money documents alongwith their e-tender. EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The EMD of the successful bidder will be forfeited if it fails to execute the contract or fails to submit the requisite performance security deposite with prescribed time limit given in T.E/AT. The EMD of the unsuccessful bidders will be returned after finalization of the tender. The EMD will not carry any interest. The tenders without accompanying the EMD amount will be summarily rejected. Firms who are registered with DGS&D/NSIC/MSME for similar nature of stores for which they are registered, are exempted from payment of EMD. Such tenderer must submit a copy of registration with the DGS&D/NSIC/MSME with e-bid. Enlistment of Indian Agents of Foreign Principals with DGS&D will not be considered as supplier registered with the DGS&D for the purpose of exemption from payment of EMD.</p>
(2)	<p>Pricing Elements : Firm has to quote cost of store FOR destination Provisioning Store, SPG Complex, Sector-8, Dwarka, New Delhi-77. Imported and indigenous items required to be quoted separately in the price bid.</p> <p>Note : Freight & Insurance, custom duty, excise duty, custom clearance & port handling charges will be reimbursed on actual basis or the quoted amount whichever is less</p>
(3)	<p>Evaluation of price bid: L-1 will be decided by taking into account the basic price of equipment excluding the basic statutory duties and taxes.</p>
(4)	<p>Custom Duty : SPG may issue CDEC. However, there may be a situation when SPG decides not to issue CDEC. Hence, firm may indicate rate and amount of custom duty which will be reimbursed to the firm subject to production of custom tariff number, bill of entry and payment receipt.</p>
(5)	<p>Cost of stores may be quoted as per annexure-VI under commercial bid.</p>

(6)	Performance Security Deposit: The successful bidder is required to deposit 10% of the contract value within 30 days from the date of issue of AT (purchase order) in the form of Demand Draft/Fixed Deposit Receipts/Bankers Cheque/Bank Guarantee from any scheduled commercial bank in India in favour of " Director of Accounts Cabinet Secretariat, Spl Wing, SPG " payable at New Delhi, towards the Security Deposit, which must be valid for a period 60 days beyond completion of all contractual obligations including warranty period. In case of performance Security in the form of BG, it is to be submitted by the bidder in the form at Annexure-IV . If the successful tenderer fails to submit performance security within the prescribed time, its EMD will be forfeited and contract would be deemed as cancelled unilaterally. PBG will be released only after meeting all the contractual obligations including warranty period.
(7)	Validity of Offer : Offer should be valid for at least six months from the date of opening of technical bid.
(8)	Payments Terms:- All payments will be made against delivery of Stores in full, good and satisfactory condition, after successful installation (if applicable) and only after meeting all terms and conditions given in Tender Enquiry. All Payments will be made after applying the tax deductions at source, if applicable. The payment to the foreign firm quoting directly will be made through Wire Transfer through their bankers after acceptance of stores.
(9)	Place of Delivery: Provisioning Store, SPG Complex, Sector-8, Dwarka, New Delhi-77.
(10)	Delivery Period: 16 Weeks from the date of issue of supply order/AT.
(11)	Pre-Delivery Inspection:- Pre-delivery inspection before acceptance will be done at the place of delivery.
(12)	Warranty: Warranty will be for 24 months from the date of acceptance of the supply against any manufacturing defect or insufficient workmanship with provision of total replacement during warranty period.
(13)	AMC : AMC not required.
(14)	Extension of Delivery period- If the supplier is unable to complete the supply within the stipulated delivery period for which the supplier is responsible, it (supplier) is required to request for extension of delivery period. If the purchaser agrees to extend the contractual delivery schedule, the same will be done by issue of an amendment to the contract with suitable denial clauses and with imposition of liquidated damages for delay. The amendment letter will contain, <i>inter alia</i> that, in addition to imposition of liquidated damages, no extra price or additional cost for any reason whatsoever beyond the contractual cost will be paid to the supplier for the delayed supply; at the same time, if for any reason, whatsoever the cost of the goods to be supplied/services to be performed by the supplier decreases that benefit will be passed on to the purchaser. Supplier is required to submit unconditional acceptance of the amendment by a specified date mentioned therein and if the supplier does not agree to accept the amendment letter, further action will be taken in terms of the contract.

(15)	Despatch of Goods after expiry of Delivery Period- As per the contract terms, the supplier is not to supply the goods when there is no valid delivery period. In case the supplier makes any supply after expiry of delivery period, the purchaser/consignee can reject the supplies and inform the supplier accordingly; the purchaser shall also have the right to cancel the contract (w.r.t. unsupplied goods) in terms of the contract.
(16)	Franking Clause
	<p>a)Franking Clause in the case of Acceptance of Goods:-</p> <p>"The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the purchaser under the terms and conditions of the contract".</p> <p>b)Franking Clause in the case of Rejection of Goods:-</p> <p>"The fact the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the purchaser in any manner. The goods are being rejected without prejudice to the rights of the purchaser under the terms and conditions of the contract".</p>
(17)	Liquidated Damages : If the Contractor fails to deliver the Stores within the prescribed Delivery Period, the Purchaser has the right to recover liquidated damage equivalent to 0.5% per week or part thereof of the contract value from the Contractor subject to a ceiling of 10% of delayed supplies/services.
(18)	Token Liquidated Damage : There may be situations when charging full Liquidated Damages may not be justified as the reasons for delay in delivery by the supplier may be largely due to circumstances well beyond under his control but nevertheless these may not considered adequate to waive off liquidated damages altogether or there may be such deficiencies in service for which quantification may not be feasible and no other remedy may be available. In such cases, at the sole discretion of the purchaser, Token Liquidated Damages up to 10% of the normal Liquidated Damages will be imposed by the purchaser, i.e., 0.05% per week or part thereof subject to the maximum of 1% of the delayed supply.
(19)	Test samples required for the testing of BR Vests : - (a) One sample should be provided with the bid which will be tested at any established Ballistic Test Laboratory such as TBRL. Only that firm whose samples pass the ballistic trials will be considered for technical evaluation. Cost of sample and testing charges will be borne by the supplier (b) The successful bidder shall provide one number of extra B R Vest for the purpose of ballistic test/evaluation. This vest will be selected randomly from the overall stock supplied. This vest must pass the test. The cost of this vest and testing charges will also be borne by the supplier firm. (c)Final vest must be prepared with the same material as used in the BR vest/sample BR material provided with tender. Final Supply should be supported with test certificate & inspection report by the factory. Pre-delivery inspection before acceptance will be done at Prov. Store, SPG Complex, Sec-8, Dwarka, New Delhi-110077.

(20)	Demonstration - The bidding firm must give a complete demonstration of the product at the site of SPG in Delhi within 45 days from the date of opening the technical bid. No extension of time will be granted. The tendering authority will be under no obligation to grant Custom Duty Exemption for import of equipment for the purpose of demonstration.
(21)	Repeat Order:- SPG can order upto 50% quantity of the equipment under resultant contract of this tender enquiry within 6 months from the date of supply / successful of the contract with the same cost, terms and conditions. The firm is to confirm the acceptance of this clause. It will be entirely the discretion of the SPG to place the repeat order or not.
(22)	Option Clause: Purchaser reserves the right to place order for additional quantity upto maximum of 50% of the original contracted quantity at the same rate and terms of the contract during the original period of contract. Option quantity during extended DP is to be limited to 50% of balance quantity after original delivery period.
(23)	Cancellation of Contract:- The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or in part:- a) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or b) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser. In the event the purchaser terminates the contract in whole or in part; the purchaser may take recourse to any one or more of the following action. a) the Performance Security is to be forfeited; b) the purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract. c) however, the supplier shall continue to perform the contract to the extent not terminated.
(24)	Contract termination / splitting / rejection clause: SPG reserves the right to terminate the contract, split orders, accept or reject any quotation alter any or all of the terms and conditions any time if the execution of work is unsatisfactory or the time schedule is not strictly adhered to. The decision of SPG in respect of evaluation of bids and / or award of contract shall be final.
(25)	SPG reserves the right to reject any or all tenders without assigning any reason.
(26)	Conditional offers and non-conformity of the terms and conditions and offers not submitted as per the details, will be rejected.

(35)	Anti-Corruption Notification: Giving and taking bribe is a serious offence in the Republic of India. It is therefore unambiguously notified to all concerned that any money or favour demanded by anyone in any form or kind, in connection with your present or future business with SPG, on behalf of the organization or any individual working in the organization or anywhere else, shall be totally unfounded, baseless and illegal. Such suggestion or demand shall be refused forthwith and reported immediately to SPG.
(36)	Arbitration: In case of any dispute or difference arising out of or in connection with this contract, the authorized officials of both the parties will try to resolve the matter through mutual discussions and in the event of there being no resolution; the matter shall be referred for arbitration to a sole arbitrator to be appointed by the SPG/Cabinet Secretariat. The arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceedings and the venue of the arbitration shall be at New Delhi. The award of the arbitrator shall be binding on both the parties. The cost of arbitration including the fees of the Arbitrator shall be borne by both the parties equally and will be adjusted, if required, after the award of arbitrator. Each party shall be responsible for its own costs and professional fees, if any.
(37)	Jurisdiction of Courts in case of disputes: All matters and disputes arising from, relating to or concerning the contract shall be subject to the jurisdiction of the courts in New Delhi.
(38)	Force Majeure: The bidder shall not be liable for forfeiture of its performance security, termination of contract, if and to the extent that its delay in performance or other failure to perform; obligations under the contract is the result of an event of Force Majeure. For purposes of this clause ' <i>Force Majeure</i> ' means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include but are not limited to, acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, fires, floods etc. If a Force Majeure situation arises, the bidder shall promptly notify SPG in writing of such conditions and the cause thereof within ten calendar days. Unless otherwise directed by purchaser in writing, the bidder shall continue to perform its obligations under the Contract so far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, purchaser and the vendor shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding the above, the decision of purchaser shall be final and binding on the vendor.

(39)	Acceptance of Terms & Conditions : The e-bidders should specifically mention that all the terms and conditions described in this tender are unconditionally acceptable. SPG reserves the right to accept/reject any/all the bids.
(40)	The terms and conditions (i.e. all the pages of Bid documents) must be initialled on each page (right bottom corner) and signed in full along with date and seal affixed at the last page. Scanned copy be uploaded with technical bid documents.
(41)	Other terms & Conditions : <ul style="list-style-type: none">a) One sample should be provided with the tender which will be tested at any established Ballistic Test Laboratory such as TBRL. Only those firms whose sample passes the ballistic trials will be considered for technical evaluation.b) The successful bidder shall provide 01 No of B R Vest for the purpose of ballistic test/evaluation. The vest will be selected randomly from the overall stock supplied. This vest must pass the test.c) The cost of above vest / testing charges will be borne by the supplier.

4.	Submission of Bid :
	<p>EMD</p> <p>Interested bidders qualifying the mandatory pre-qualification criteria may respond to the tender, which should be submitted in two parts. Earnest Money Deposit should reach to AIG (Prov), SPG on or before end of date of bid submission, failing which offer will be liable for rejection. Bidders, however, have to attach scanned copies of Earnest Money documents alongwith its e-bid.</p>
	<p>Technical Bid</p> <p>“TECHNICAL BID” should be complete in all respects and contain all information asked for which includes description of the firm/organization, firm’s general experience in the field of assignment, description of the qualification and other details that have been indicated. It should not contain any cost information whatsoever.</p> <p>OEM technical brochure / literature of the equipment must be submitted along with the technical bid”</p>
	<p>Commercial Bid “COMMERCIAL BID” must contain the detailed price offer for the stores in the format Annexure-VI.</p>

CERTIFICATE

Certified that all the terms and conditions mentioned in the Tender Enquiry No. B-31/SPG-Prov/2017(6)-82590 dated 20/9/2017 for supply of " 16 Nos Customized B R Vest" are unconditionally acceptable.

It is also certified that OEM as well as the bidding firm has not been blacklisted/debarred from any Govt organisation/PSU.

PLACE :

SIGNATURE OF THE TENDERER

Stamp/seal of the firm/company

DATED :

Technical Bid

Opening : Since the tender is called under Two-bid system, Technical Bids of those firms who fulfil the criterion of EMD will be opened and evaluated on the basis of given technical parameters. Technical Bids will be opened on the date and time mentioned in the Tender Notice. SPG may at it's discretion, ask some or all bidders for clarification of their bid. The request for such discretionary clarifications and the response will necessarily be in writing.

Evaluation: The Technical Evaluation Committee will carry out its evaluation applying the evaluation criteria as per *Annexure-V* in addition to the meeting the minimum Pre-qualification criteria. During technical evaluation, if TEC finds any equipment having only minor variation from SPG specifications but it still fulfils the requirement of SPG, that equipment can be taken into consideration by the TEC, with proper justification.

Commercial Bid

Opening: The Commercial Bids of only those bidders would be opened who have been successfully shortlisted in the scrutiny of technical bid. Date and time of opening of Commercial Bid would be communicated to those bidders, who have been shortlisted in the evaluation of their technical bids.

Evaluation: The evaluation of technically qualified bidders will be done on the basis of basic price of the equipment. The format of price schedule is attached as annexure- VI

Bank Guarantee form for Performance Security

To
The President of India
(Through Director of Accounts)

WHEREAS
(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer
.....
.....

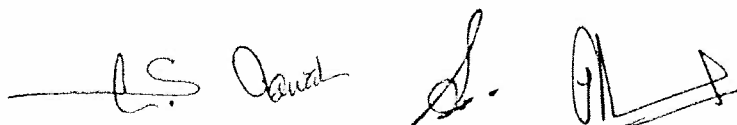
Seal, name & address of the Bank and address of the Branch

Technical Specifications

Technical Specification of the equipment (customized B R Vest) is as under:-

2. SPG's Specification for the equipment

Sl. No.	Parameter	: Technical Specifications
2.01	Coverage	: To provide full front and back torso protection as well as full sides and upper shoulders.
2.02	Protection Level	: NIJ Level IIIA(NIJ Std.0101.06) i.e. against 9mm Full Metal Jacket(FMJ) cartridge fired from pistol or submachine guns(Carbine/MP-5) from a distance of 5 meters or equivalent as decided by test laboratory.
2.03	Permissible Blunt Trauma or Back Face Signature (BFS)	: Not more than 44 mm
2.04	Type of Armour	: High quality SAP material (Polyethylene fibers/Aramid ultra high strength fiber/high strength organic fiber), with/without suitable trauma pad, flexible and comfortable to wear.
2.05	Weight	: Not more than 1.8Kg with SAP and Trauma pad. Preference will be given to the lighter weight vest if all other parameters are equal.
2.06	Design	a) Customized design according to the measurement of the user. b) The vest shall be designed and fabricated to withstand hard daily wear, frequent laundering and regular exposure to perspiration. c) Thread tension shall be maintained such that there are no loose stitches. d) Vest should be designed without any Velcro/straps to ensure easy wearability.
2.07	Test Sample size of SAP	: One customized BR Vest will be provided by the firm alongwith final supply. The same will be tested at any authorised laboratory.



- | | | |
|--------|-----------------------|---|
| 2.08 | Thickness | : Should be thin enough to be properly concealable with max thickness of 05mm, including trauma pad if any. |
| 2.09 | Size | : Customized designed as per individual user. |
| 2.10 | Service Life | : Not less than ten years |
| 2.11 | Configuration | : Should have the following parts with specified parameters and features (2.11A-C) |
| 2.11-A | Carrier System | <ul style="list-style-type: none">a) Made of high quality fabric, preferably cotton based,b) Should have a proper sweat management system for:<ul style="list-style-type: none">i. Body sweat and odour absorptionii. Vapour, moisture and breathable for cooling effectc) Fire/UV/Oil/Chemical resistantd) Machine washable.e) The carrier shall be adequately stitched and reinforced to prevent fabric ripping or seams opening due to laundering.f) One extra carrier to be provided with each BR vest.g) Should have side cut on right side to draw weapon.
(design will be provided subsequently)h) The carrier should be single piece with separate front and back SAPs. Zips may be provided on sides.i) Overlap of SAPs be provided on both the sides where front and back panels join, to leave no gaps. This would provide maximum coverage area for protection all around. |
| 2.11-B | Ballistic Panel (SAP) | <ul style="list-style-type: none">a) Threat level should conform to NIJ-III A level and trauma of not more than 44 mm.b) Water proof, soft, pliable, light weight and high quality SAP material (Polyethylene fibres/Aramid ultra high strength fibre/high strength organic fibre)c) Seam sealed along with anti-trauma pad, if any.d) Free from any defects which may affect |



durability/ballistic capability

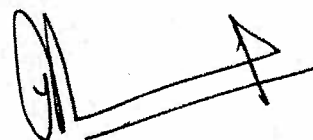
- e) All weather proof, including rain/water
- f) SAPs should be removable from the carrier to enable washing/laundrying.
- g) There shall be no unnecessary stitching through the ballistic layers.
- h) The labels of firm shall be stitched to nylon panel covers.

2.11-C Trauma Pad

- a) Made of extremely light weight, thin and flexible material
- b) Seam sealed along with SAP

2.12 Test Procedure

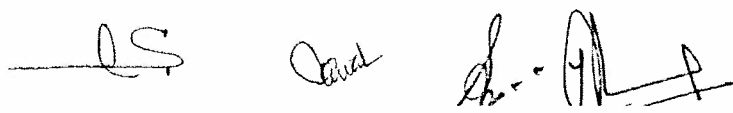
As per NIJ Standard. The test will be conducted at any established government test facility. For wet test the vest (either front or back SAP) is immersed 15 cm below the surface of water for 30 minutes, before ballistic trials.



Assistant Inspector General(PO)
Special Protection Group

Note : Besides compliance of general terms & conditions, a compliance sheet indicating the above technical specification may be submitted as under:-

S.No.	Parameter	Technical specifications	Compliance	Remarks



Annexure-VI									
PRICE SCHEDULE									
Tender Enquiry No. B-31/SPG-Proc/2017(6) 82590 Dated 20/9/2017.									
S.No	Brief Description of Goods	Qty (Nos.)	Basic / FOB Cost (Unit Price)	Import Custom Duty (if any) (in % & value)	Freight & Insurance, if any	Custom Clearance & Port Handling, if any	Cost of indigenous items, if any	GST	Total Price of store (at Consignee Site)
1	Customized B R Vest as per required specifications	16	(a)	(b)	(c)	(d)	(e)	(f)	

L-1 will be decided by taking into account the basic price of the equipment excluding basic statutory taxes.