

*Invitation to Tender*

**GOVERNMENT OF INDIA  
CABINET SECRETARIAT  
(Special Protection Group)**

Admin Block, SPG Complex,  
Sec-8, Dwarka, New Delhi-77.

Open Tender Enquiry No. H-31/SPG-Prov/2017(19)

Dated: **6 APR 2018**

Director, Special Protection Group, on behalf of the President of India invites online bids under two bid system (Technical & Commercial) for supply of stores for Firearm Range Up gradation through e-tender.

**Important Tender Details**

1.	Earnest Money Deposit (EMD)	Rs. 12,00,000/-
2.	Date from which tender documents can be down loaded.	06/04/2018
3.	Date and venue of Pre-bid conference	23/04/2018 (1600 hrs) Admin Block, SPG Complex, Sector-8, Dwarka, New Delhi-110077.
4.	Last date for down loading of tender documents	08/05/2018 (1500 hrs)
5.	Last date and time for uploading of Bids	08/05/2018 (1600 hrs)
6.	Date and time for opening of Technical bid	09/05/2018 (1600 hrs)
7.	Address of communication	Asstt. Inspector General (Prov) Special Protection Group, SPG Complex, Sector-8, Dwarka, New Delhi-110077. Tele - 011-25090554, Fax - 25090682.

2. The complete tender document is available on the website [www.spg.nic.in](http://www.spg.nic.in) and [www.eprocure.gov.in](http://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 supply of the required stores, please complete the information called for as per the 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

- (A) The Special Protection Group (Cabinet Secretariat), SPG Complex, Sector 8, Dwarka, New Delhi-110077 intends to e-procure stores for **Firearm Range Up gradation** as per details enclosed with this tender document.

### Time Line

1.	Date from which tender documents can be down loaded.	06/04/2018
2.	Last date for down loading of tender documents	08/05/2018 (1500 hrs)
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- (B) On line offers in TWO BID SYSTEM (i.e. Technical bid and Commercial /Financial bid) are invited from interested original manufacturers, their exclusive representative/authorised distributors/representative, subsidiaries of foreign OEMs, joint venture firms and Indian Agents of foreign OEMs. Bidder must have after sales service in Delhi and fulfilling the terms and conditions set forth in the tender document.
- (C) 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.
- (D) Bidders are advised to keep note of time required for preparation of Entry pass at the gate and come to deposit EMD 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 :-

<b>(a)</b>	<b>Domestic Tenderers :-</b>
(i)	The bidder should be a reputed and registered firm/concern or a company registered under the Companies Act, 1956 or registered with taxation authority for various type of taxes proposed to be charged under this Tender. <b>Duly attested copies of the certificates must be furnished with online Technical Bid.</b>
(ii)	The bidder should have an average annual turnover of at least ₹ 600.00 Lac during the preceding three financial years. <b>Copies of audited annual accounts or a certificate from Chartered Accountant should be uploaded.</b>
(iii)	The bidder should have executed with Govt./PSU/autonomous body not more than 02 (two) supply order worth Rs. <b>₹ 300.00 Lac for any Firearm Range related equipment in last three years. Copies of supply orders clearly indicating value of orders should be uploaded.</b>
(iv)	Authorized distributors of foreign OEMs must submit the valid authorization and agreement with their foreign OEMs.  Note: Domestic bidder must submit documents of its own firm to meet pre-qualification criteria. Copies of financial statements/supply order of their principals will not be considered.
<b>(b)</b>	<b>Foreign Tenderers:-</b>
(i)	The bidder should have an average annual turnover of Rs. 600.00 Lac (INR 60 million) during preceding three financial years each. Copies of audited annual accounts/financial statements or a certificate from Chartered Accountant should be uploaded.
(ii)	The bidder should have executed with Govt./PSU/autonomous body not more than 02 (two) supply order worth Rs. <b>₹ 300.00 Lac (INR 30 million) for any Firearm Range related equipment in last three years.</b> Copies of supply orders clearly indicating value of orders should be uploaded.
(iii)	Indian agent must submit documents of its own firm to meet pre-qualification criteria. Copies of financial statements/supply order of their principals will not be considered.

3. Terms & Conditions of the Tender	
(1)	<p><b>Earnest Money Deposit (EMD) :</b> The Bidders are to deposit an amount of ₹ 12,00,000/- in the form of Demand Draft/Fixed Deposit Receipts/Bankers Cheque/Bank Guarantee drawn in favour of <b>"Director of Accounts Cabinet Secretariat, Spl Wing, SPG"</b> 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. The EMD of the successful bidder will be forfeited if it fails to submit the requisite performance security deposit 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 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 NSIC/MSME with e-bid.</p>
(2)	<p>Firm has to quote cost of store FOR destination Training Branch, SPG Complex, Sector-8, Dwarka, New Delhi-110077. Freight and Insurance charges, Custom Duty (with Custom Tariff number), custom clearance &amp; handling charges, cost of indigenous items, local freight charges, <b><i>IGST in case of custom clearance goods/stores received in India preferably at IGI, Airport, New Delhi</i></b>, commission etc. should be indicated separately. Freight/Insurance charges, custom clearance and handling charges and local freight charges will be re-imbursed as per actual on submission of original documents such as AWB, Bill of entry, depositing of custom duty/tariff number, clearing &amp; handling and local freight bills. Custom Duty will be at actual on submission of bill of entry. The Indian Agents quoting on behalf of their principal should produce their foreign principals' proforma invoice indicating commission payable to the Indian Agent and the copy of Agency agreement signed by the Indian Agent with foreign principal.</p>
(3)	<p>Evaluation price bid: L-1 will be decided by taking into account the basic price of equipment including freight charges, installation excluding statutory duties and taxes. Cost of AMC will also be taken into account while deciding L-1.</p>
(4)	<p><b>Custom Duty:</b> SPG may issue CDEC. However, there may be a situation when SPG decides not 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. Any statutory tax/duty which is not exempted will be reimbursed as per actual on submission of documentary proof. Tax credit to vendor owing to GST will be passed on to GOI.</p>
(5)	<p>Cost of stores may be quoted as per annexure-VI under commercial bid.</p>

(6)	<b>Performance Security/Security Deposit:</b> 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 " <b>Director of Accounts Cabinet Secretariat, Spl Wing, SPG</b> " 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 <b>Annexure-IV. If the successful bidder fails to submit performance security within the prescribed time, its EMD will be forfeited and contract deemed to be cancelled unilaterally.</b> PBG will be released only after meeting all the contractual obligations including warranty period.
(7)	<b>Validity of Offer:</b> Offer should be valid for at least <b>six months</b> from the date of opening of technical bid.
(8)	<b>Payments Terms:- All payments</b> will be made against delivery of Stores in full, good and satisfactory condition, after successful installation/commissioning and only after meeting all terms and conditions given in Tender Enquiry. Payment to foreign firm quoting directly will be made through wire transfer after acceptance of store by SPG. In case of Indian agent quoting on behalf of their principal, payment of the imported value will be paid in currency quoted by the bidder. Payment on account of commission/services rendered in India will be paid in Indian rupees.
(9)	<b>Place of Delivery:</b> Training Branch, Special Protection Group (SPG) Complex, Sector-8, Dwarka, New Delhi - 110077 (INDIA).
(10)	<b>Delivery Period:</b> 180 days from the date of issue of supply order/AT, including delivery, installation/commissioning.
(11)	<b>Pre-Delivery Inspection:-</b> Pre-delivery inspection before acceptance will be done at the place of delivery.
(12)	<b>Warranty:</b> Warranty will be for <b>36 Months</b> from the date of technical acceptance of the equipment for manufacturing defects or insufficient workmanship with total replacement. The firm should send trained Engineer for services within 8 hours of complaining the report and make serviceable within 24 hours during warranty period. Non compliance shall attract penalty @ 0.05% of contract value per day upto maximum of 10% of the contract value which will be deducted from the Performance Security Deposit.
(13)	<p><b>AMC:</b> Comprehensive Annual Maintenance to be done by the supplying firm for five years after completion of warranty period as per draft agreement at Annexure-VII to be attached. Rate of AMC for five years must be quoted in the price bid. However, it will be at the discretion of SPG, to go for AMC or otherwise.</p> <p>The supplying firm will submit Performance Bank guarantee @ 10% of annual maintenance contract value as per provision of GFR. This PBG must be submitted at least one month prior to completion of warranty period and same will remain valid for a period 60 days beyond completion of all contractual obligations pertaining to CAMC.</p>



(14)	<p><b>Extension of Delivery period-</b> 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.</p>
(15)	<p><b>Despatch of Goods after expiry of Delivery Period-</b> 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.</p>
(16)	<p><b>a) Franking Clause in the case of Acceptance of Goods:-</b></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>b) Franking Clause in the case of Rejection of Goods:-</b></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)	<p><b>Liquidated Damages:</b> 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 of delayed supplies/services from the Contractor subject to a ceiling of 10% of delayed supplies/services.</p>

(18)	<p><b>Token Liquidated Damage:</b> 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.</p>
(19)	<p><b>Demonstration:-</b> The bidding firm should be able to demonstrate the quoted model of Firearm Range at any place in Delhi within 45 days from the date of opening of technical bid.</p>
(20)	<p><b>Currency:-</b> Domestic bidders are to quote and accept their payment in Indian currency; Indian agents of foreign suppliers are to receive their agency commission in Indian currency; costs of imported goods, which are directly imported against the contract, may be quoted in foreign currency (currencies) and paid accordingly in that currency; and the portion of the allied work and services, which are to be undertaken in India (like installation &amp; commissioning of equipment) are to be quoted and paid in Indian currency. Offers of Indian firm other than Indian agents in foreign currencies will not be accepted.</p>
(21)	<p><b>Cancellation of Contract:-</b> 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:-</p> <ul style="list-style-type: none"> <li>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</li> <li>b) If the supplier fails to perform any other obligation under the contract</li> </ul> <p>within the period specified in the contract or any extension thereof granted by the purchaser.</p> <p>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.</p> <ul style="list-style-type: none"> <li>a) the Performance Security is to be forfeited;</li> <li>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.</li> <li>c) however, the supplier shall continue to perform the contract to the extent not terminated.</li> </ul>



(22)	<p><b>Contract termination / splitting / rejection clause:</b></p> <p>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.</p>
(23)	<p>SPG reserves the right to reject any or all tenders without assigning any reason.</p>
(24)	<p>Conditional offers and non-conformity of the terms and conditions and offers not submitted as per the details, will be rejected.</p>
(25)	<p>It is the responsibility of the successful bidder to pay all statutory taxes i.e. GST etc. relating to the contract with the concerned Govt. authorities. If however, the supplier receives any refunds of such duties and taxes subsequently, he will forthwith deposit the purchaser's share (for which he has already been paid) immediately, failing which suitable action will be taken against the supplier as per the law in force.</p>
(26)	<p>The firm should certify that OEM as well as the bidding firm has not been blacklisted/debarred from any Govt organisation/PSU.</p>
(27)	<p>Clarification regarding Tender document: Ordinarily no occasion for clarifications should arise as all matters are clarified in the tender document itself. However, the clarifications, if any, the same may be sought during pre-bid conference only by the bidder firms and decision taken thereon by SPG will be final. Thereafter no representation will be entertained.</p>
(28)	<p><b>Amendment of Tender Document:</b></p> <p>At any time up to the last date for receipt of bids, SPG may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender document by an amendment and extend date of submission of bids.</p> <p>The amendment, if any, will be notified through CPP Portal.</p>
(29)	<p>The information to be submitted by the bidder should be as per the description given in this document.</p>
(30)	<p><b>No commitment to accept best or any other offer:</b> SPG shall be under no obligation to accept the best or any other offer received in response to this tender notice and shall be entitled to reject any or all the bids including those received late or incomplete bids without assigning any reason whatsoever. SPG will not be obliged to meet and have discussions with any bidder, and / or to listen to any representation. While the above procedures lay down the overall guidelines, SPG reserves the right to select the bidder based on other parameters at its discretion.</p>

(31)	There should be no overwriting in the bidder's offer. If required, by scoring out entries and writing afresh, the bidder can make corrections. The initials of the bidder's authorised person and the seal of the bidder's company must verify each correction. All rates given in this tender must be expressed as numerals and words. In case of any discrepancies, the price in words will be taken as correct.
(32)	No alteration in the terms and condition or offer will be allowed during the consideration of the tender. However, SPG reserves the right to negotiate the offer with the successful bidder before signing of the contract.
(33)	<p>Non-Disclosure Condition: The firm is required to furnish the following undertaking in original on its official stationery duly signed and stamped by an authorised signatory. This document should be supported by some documentary evidence in order to establish that the signatory has sufficient administrative and/ or legal authority within the company to enforce this condition effectively</p> <p><b>I/We hereby assure and undertake that no part of this document and final contract with SPG shall ever be revealed to any third party, domestic or foreign, in any form, oral or written, partial or full, technical or financial, without obtaining prior written permission of SPG or unless required by the law of the land and it is my/our responsibility to take necessary measures, legal or otherwise, to ensure that this condition is honoured by all including our local representative/s, distributor/s or agent/s, if any.</b></p>
(34)	<p><b>Anti-Corruption Notification:</b> 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.</p>
(35)	<p><b>Arbitration:</b> 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.</p>
(36)	<p><b>Jurisdiction of Courts in case of disputes:</b> All matters and disputes arising from, relating to or concerning the contract shall be subject to the jurisdiction of the courts in New Delhi.</p>

(37)	<p><b>Force Majeure:</b> 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.</p>
(38)	<p><b>Acceptance of Terms &amp; Conditions :</b> 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.</p>
(39)	<p>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.</p>
(40)	<p><b>Other terms &amp; Conditions:</b></p> <ol style="list-style-type: none"> <li>A test protocol will be used during Technical Evaluation of the quoted model of Firearm Range.</li> <li>The bidder should be able to demonstrate the quoted model of the Firearm Range.</li> <li>During evaluation of technical bids, if TEC finds any store having only minor variation from SPG specifications but it still fulfils the requirements of SPG, that store can be taken into consideration by the TEC, with proper justification.</li> <li>The firm should provide operational/user training alongwith maintenance training to ten (10) SPG officers for 5 days at Training Branch, SPG Complex, Sec-8, Dwarka, New Delhi.</li> <li>List of deliverables must be attached with Technical bid as well as commercial bid and also to be presented to TEC members by the authorised signatory of the firm at the time of technical evaluation.</li> <li>Technical specification will not be uploaded in the CPP Portal. However, the specifications will be obtained by firms willing to participate in the tender from Training Branch, SPG Complex, Sec-8, Dwarka, New Delhi with undertaking that the specifications collected from SPG will not be disclosed to any third party.</li> </ol>

(41)	<b>Manuals:</b> <i>All kinds of manuals for the operators, technical maintenance and repairs etc., if available, should be provided with the stores.</i>
4.	<b>Submission of Bid :</b>
	<p><b>EMD</b></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><b>Technical Bid</b></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><b>Commercial Bid</b> “COMMERCIAL BID” must contain the detailed price offer for the stores.</p>

CERTIFICATE

Certified that all the terms and conditions mentioned in the Tender Enquiry No. H-31/SPG-Prov/2017(19)\_\_\_\_\_ dated \_\_\_\_\_ for supply of **stores for Firearm Range Up gradation** is unconditionally acceptable.

It is also certified that OEM as well as 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.



### **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 stores. The format of price schedule is attached as annexure-VI.

**Bank Guarantee form for Performance Security**

To  
The President of India

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**

The firms downloading tender from e-publication module may directly collect Technical Specifications by hand from the office of AIG (Training), SPC Complex, Sector-8, Dwarka, New Delhi-110077 (Tele No. 011-25090940, Email ID- spgtrg@nic.in) with an undertaking regarding its participation in bidding process.

**Annexure-VI****PRICE SCHEDULE****Tender Enquiry No. H-31/SPG-Prov/2017(19) \_\_\_\_\_ Dated, the \_\_\_\_/\_\_\_\_/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	G S T	Installation & Commissioning, if any	Commission of Indian agent (in INR only)	Total Price of store (at Consignee Site)	AMC charges for five years after expiry of 36 months warranty period
1	Firearm Range Up gradation	1										Ist year: Rs. 2 <sup>nd</sup> Year: Rs. 3 <sup>rd</sup> year: Rs. 4 <sup>th</sup> Year: Rs. 5 <sup>th</sup> Year: Rs.

**L-1 will be decided by taking into account the basic price of the stores including installation & commissioning and freight charges, if any excluding basic statutory duties and taxes. Cost of AMC will be taken into account for deciding L-1.**

**Note:**

Govt notification regarding rates of custom and excise duty may be enclosed.

Domestic bidders to quote INR.

Indian Agent of foreign OEMs to quote in foreign currency. However, custom clearing & handling charges, local freight charges, cost of indigenous items, GST, installation & commissioning, service Tax and Commission of Indian Agent to be quoted only in INR.

Foreign Bidder to quote FOB cost of stores, Freight & Insurance charges in foreign currency.

Only those items are to be quoted in the price bid which are mentioned in technical specifications. No optional items are to be included in the price bid.

Freight & insurance, custom clearance & port handling charged will be reimbursed on actual basis.

**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT**

**FOR**

**MAINTENANCE OF FIREARMS RANGE, SPG COMPLEX, DWARKA**

**BETWEEN**

**PRESIDENT OF INDIA**

**THROUGH**

**SPECIAL PROTECTION GROUP  
(CABINET SECRETARIAT)**

**AND**

**M/S \_\_\_\_\_**

**\* \* \***

Contract No. -

## 1.0 Scope

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- 1.1 M/s \_\_\_\_\_, by its acceptance hereof agrees to undertake the maintenance of the Firearms Range. The comprehensive AMC package shall cover Firearms Range held by Special Protection Group at SPG Complex, Sector-8, New Delhi
- 1.2 M/s \_\_\_\_\_ shall be responsible to provide services round the clock, 365 days a year, carrying out preventive maintenance and upkeep of the Firearms Range as mentioned in para 1.1 above.
- 1.3 M/s \_\_\_\_\_ shall be responsible to arrange and supply the original equipments manufactured spares wherever required for providing back-to-back AMC support.

## 2.0 Complaint booking

- 2.1 In the event of any malfunctioning or non-working of the any of the components of Firearms Range(Hardware, Software, Accessories), the customer may register the complaint at contractor's office. The said complaint can be registered through Phone, Fax, and letter or by the personal visit of customer's representative at the contractor's office. The Numbers on which complaint can be registered are as under:-

- a) Tele No. 011- \_\_\_\_\_; Contact Person: Mr \_\_\_\_\_  
( \_\_\_\_\_@\_\_\_\_\_.com)
- b) Tele No. 011- \_\_\_\_\_ Contact Person; Mr \_\_\_\_\_  
( \_\_\_\_\_@\_\_\_\_\_.com)
- c) Fax No.011- \_\_\_\_\_, \_\_\_\_\_

## 3.0 Breakdown Maintenance

- 3.1 In view of the urgency of the work, the firm shall ensure that the breakdowns of the system are attended on urgent basis and the maintenance engineer will attend the breakdown the same day. The firm shall ensure that breakdown will be rectified within 48 hours.
- 3.2 No extra charges will be levied on SPG in case machine/equipment is to be transported from SPG location to the Office/workshop of the firm for repairs and bringing the same back, duly rectified.
- 3.3 Bank Guarantee for equal amount to be deposited for machine/equipment, if any taken out for repair/maintenance purpose.



#### 4.0 Preventive Maintenance

- 4.1 The engineer from the AMC firm will visit the site at least once in a month to do the preventive maintenance to reduce the system breakdown.
- 4.2 A preventive maintenance schedule will be drawn in mutual consultation with AIG (Training), SPG and the contractor and should be adhered to strictly. The engineer from the firm will furnish the job certificate duly certified by the user in token of satisfactory performance of the machine and on the production, subsequent payment would be released.
- 4.3 During the quarterly inspection/preventive maintenance service of the equipment, it will be thoroughly cleaned, tested, repaired and kept in working condition.
- 4.4 If any of the machines is rendered un-operational because of damage due to mishandling, tempering, accident, negligence, misuse or abuse, AC voltage fluctuations, fire or other acts of Nature etc. the company/ASP reserves the right to charge the customer for repair thereof i.e. for material as well as labour. However, the decision to assess the cause of damage will be decided jointly by the firm and SPG.

#### 5.0 Replacement of Parts

- 5.1 Since the contract is comprehensive all the spares will be replaced by the M/s \_\_\_\_\_, at no extra cost to SPG.
- 5.2 The Firm shall keep sufficient stock of spare parts. The firm shall use genuine spare items/components for maintaining the Firearm Range System. In case of replacement of any archiving devices such as Hard Disk, the faulty Hard Disk should be retained by User and the same will not be returned to the firm. However ever effort will be made to replace faulty items with items of same specifications, in case of non-availability of the spare, will replace with suitable compatible spares in consultation with user without any escalation of cost.
- 5.3. New Technology/upgrade: The firm shall share with the user of any subsequent upgrade in software or hardware of the system.

#### 6.0 AMC Value

- 6.1 AMC charges after expiry of warranty for the Firearms Range will be Rs \_\_\_\_\_  
(-- % of cost of machine) plus GST for first 05 years as mentioned in A/T No.----- dated...

1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year
Rs.	Rs.	Rs.	Rs.	Rs.

## 7.0 Performance Bank Guarantee

M/s ..... will submit Performance Bank Guarantee @10% of annual maintenance contract value as per the provision of GFR. This Performance Bank Guarantee will have to be submitted at least one month prior to completion of warranty period and same will remain valid for a period of 60 days beyond completion of all contractual obligations pertaining to Comprehensive Annual Maintenance Contract.

## 8.00 Payment terms

8.1 AMC value Rs. \_\_\_\_\_ + GST as applicable for first 03 years and Rs. \_\_\_\_\_ + GST as applicable for subsequent years.

### 8.2 Payment terms for all the years:

a) 25% of the total value of the year at the end of each AMC quarter, on submission of invoice

9.0 **Liquidated damages:** If the firm fails to make the Firearms Range functional within the prescribed down time stipulated under Para 3.0, penalty at 0.5% per day will be charged up to Seven days, thereafter 1% per week of the contract value subject to maximum 10% of contract value for one year shall be imposed.

10.0 **Validity** of this contract shall be 05(five) years from the date of signing of agreement or w.e.f date \_\_/\_\_/\_\_, whichever is later.

11.0 In case of revocation, non-compliance with the terms of the contract or unilateral withdrawal or non-fulfillment of the contractual obligations, firm shall be liable to refund the advance payment received from SPG, towards that AMC on pro-rata basis.

12.0 SPG shall not be responsible to any injury/loss occurring to representative(s), of the firm during the course of repair/maintenance at Firearms Range.

### 13.0 Confidentiality:

Any information classified as confidential/secret provided during the finalization/execution of the contract shall not be passed to any third party in India or abroad without prior written consent of the user. Requirement of this article shall continue even after termination or completion of this contract.

**14.0 Force Majeure:**

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i) Neither Party shall be liable for delays in delivery, performance or payment or for failure to manufacture, deliver, perform or pay when any cause is beyond the reasonable control of the delayed party, which, without in any way limiting the generality of the foregoing, shall include Acts of God, acts of the public enemy, acts of civil or military authority, governmental priorities, strikes or other labour disturbances of third parties, hurricanes, earthquakes, fires, floods, lightning, epidemics, embargoes, war, riots, including non-availability of an requisite licenses for the export and import into India of the product or any part supplied hereunder.

ii) In the event of any such force majeure, the affected party shall promptly notify the other party in writing and furnish all relevant information thereto. In such event, the date of delivery, performance or payment shall be extended for a period reasonable under the circumstances.

**15.0** The Director, SPG reserves the right to abandon or terminate the contract at any time without assigning any reason if contractor's work and maintenance services are not satisfactory.

**16.0 Jurisdiction:**

Subject to the clauses herein above provided, if any suit or proceedings to enforce the rights of either parties hereto under this arrangements, only courts at Delhi shall have exclusive jurisdiction and both parties hereby expressly agree to submit to the jurisdiction of such court.

**17.0** This agreement constitutes the entire understanding between the parties and no other representations, offers, negotiations, verbal or written, supersede this agreement. There shall be no modification to this agreement unless such modification is mutually agreed upon in writing and signed by the respective authorized representatives of firm and the user.

**18.0 Arbitration:**

Any dispute, which cannot be settled amicably, will be referred to Arbitration Tribunal having its seat in New Delhi. The Arbitration proceedings shall be conduct under the Indian Arbitration & Conciliation Act, 1996.

**Representative of**

**Representative of SPG**

**M/s** \_\_\_\_\_

**Designation**

**New Delhi**

**for Director, SPG**

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