

SPEED POST

SPEED POST

No. B-31/SPG-Prov/2016 (18)- **5315**
Cabinet Secretariat
Special Protection Group

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

Dated : **11 SEP 2017**


To

M/s Geo Informatics Consultants Pvt. Ltd.,
Flat No.A-36, Vikalp Appt. Plot No.92,
I.P. Extn. Patparganj,
Delhi-110092.

Subject : Procurement of 02 Nos. Laser Range Finders

I have to inform you that your Quotation No.GICPL/G&D/RN/SPG/2016-17/037 dated 18/01/2017 and letter No. Nil dated 29/07/2017 with reference to our Tender Enquiry No.B-31/SPG-Prov/2016(18)-17904 dated 16/11/2016 for the item specified in the A/T annexed hereto has been accepted by the Purchaser on the terms and conditions specified in the said schedule.

2. Please acknowledge receipt of this Acceptance of Tender as soon as possible on the attached slip Form No. 98.
3. The number and date of this Acceptance of Tender may be quoted in all future correspondence.


Assistant Inspector General (Prov)
Phone-01125090554, Fax-01125090682.

Copy to :-

- 1 Director of Accounts, Cab Sectt, R.K. Puram, New Delhi.
- 2 AIG (Tech), SPG, New Delhi.
- 3 IFU, SPG, New Delhi.
- 4 SSO (Accts), SPG, New Delhi.
- 5 Guard File.

**Cabinet Secretariat
(Government of India)
Special Protection Group**

Schedule to Acceptance of Tender No. B-31/SPG-Prov/2016(18)- **5315**

Dated : **11 SEP 2017**

1 a)	Name and address of the firm	M/s Geo Informatics Consultants Pvt. Ltd., Flat No.A-36, Vikalp Appartment Plot No.92, I.P. Extension, Patparganj, Delhi-110092.
b)	Telephone No.	+91-120-2775115/4160683
c)	Fax No.	+91-120-2775116
d)	Email	defence@gicpl.com
2	Name of purchaser	SPG on behalf of the President of India
3	Contractors quotation No. and date	No. GICPL/G&D/RN/SPG/2016-17/037 dated 18/01/2017.
4	Name of Indenter	Asstt. Inspector General (Tech), Special Protection Group, New Delhi-110 011, INDIA. Phone - 011-23015964, Fax - 011-23015475
5	Indent No. & Date	FTS No. 587 dated 04/10/2016.
7	Cost debitable to head	Machinery and Equipment
8	Conditions of contract :	
9	THE INDENTING DEPTT	: Govt./Central (Non-Commercial)
10	Performance Security :	
	The firm will submit Security Deposit equivalent to 10% of the Order Value i.e., Rs. 1,12,071/- for due performance of the Contract within 30 days from the date of issue of AT/Supply order in the form of Demand Draft/Fixed Deposit Receipt/Bank Guarantee from a commercial bank in India in favour of Director of Accounts, Cabinet Secretariat, Spl Wing, SPG, New Delhi. Performance Security should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier including warranty period. If the firm fails to furnish the required performance security within the specified time, action will be taken as per terms of tender enquiry.	
11	Delivery Period	14 weeks from the date of issue of supply order/AT.

Contd..P/2 ...

12	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.
13.	Place of Delivery	Technical Store, Special Protection Group, No.1 Safdarjung Lane, New Delhi-110 011.
14	Despatch Instructions	The stores will be delivered to the Consignee's Premises without any additional cost.
15	Consignee	Asstt. Inspector General (Tech), Special Protection Group, No.1 Safdarjung Lane, New Delhi-110011.
16	PARTICULARS GOVERNING SUPPLY:	
a)	Source of Manufacturing Unit	M/s SAFRAN Vectronix Switzerland AG
i)	Brand Name	PLRF25C from SAFRAN Vectronix AG
ii)	Country of Origin	Switzerland
b)	Method of Purchase	Open Tender (e-procurement)
c)	Specifications	As per tender enquiry.
17	Advance Sample	Not required.
18	Inspection:	
a)	Pre Delivery Inspection	Pre-delivery inspection before acceptance will be done at the place of delivery i.e Tech Branch, 1 SJL, New Delhi-110 011.

19	PAYMENT:	
a)	By	Director of Accounts, Cabinet Secretariat, SPG, East Block-IX, Level-V, R.k.Puram, New Delhi- 110066.
b)	During the year	2017-18.
c)	Payment Terms	All payments will be made against delivery of stores in full, good and satisfactory condition, after successful installation and only after meeting all terms and conditions given in this AT.
20	Description of stores	02 Nos PLRF 25C Laser Range Finder
S.No.	Details	Amount (INR)
i)	Basic cost of 01 No Laser Range Finder(Model PLRF 25C)	3,87,000/-
ii)	Transportation Charges	3,000/-
iii)	Insurance Value to be put by Custom @ 1.125%	4,387/-
	Total Basic Price (without Custom)	3,94,387/-
iv)	BCD @ 10%	39,439/-
v)	Cess @ 3% on BCD	1,184/-
	Total Price with Custom Duty	4,35,010/-
vi)	IGST @ 28%	1,21,803/-
vii)	Custom clearance charges	3,000/-
viii)	IGST @ 18% on custom clearance charges	540/-
x)	Total cost of 01 No. Laser Range Finder	5,60,353/-
xi)	Total cost of 02 Nos Laser Range Finder (PLRF 25C) all inclusive	11,20,706/-

(Rupees Eleven Lac Twenty Thousand Seven Hundred Six Only)

Custom Duty Exemption Certificate (CDEC) will not be provided by SPG.

(Freight & Insurance charges, Custom duty, Custom clearance & handling charges, local freight charges will be reimbursed as quoted or as per actual whichever is less on submission of original documents such as AWB, Bill of entry, depositing of custom duty/tariff number, clearing & handling and local freight bills.)

Contd..P/4 ...

21	Special Instructions:	
a)	Force Majeure Clause	
	<p>i) Should any force majeure circumstances arise each of the contracting party shall be excused for the non fulfillment or for the delayed fulfillment of any contractual obligation if the affected party within 10 days of its occurrence informs the other party in writing.</p> <p>ii) Force Majeure shall mean the vents beyond the control of either party i.e Acts of God, War, Revolution, Fire, Sabotage, Epidemics, Riots, General Strike etc.</p> <p>iii) The obligations of the parties shall be deemed to be suspended during the continuance of force majeure event and the said period shall not be considered as delay with respect to the period of delivery.</p> <p>iv) In the event of any force majeure persisting for un-interrupted period exceeding 12 months, either party deserves the right to terminate the contract upon giving prior written notice of 30 days to the other party.</p>	
b)	Arbitration Clause :- Sole Arbitrator will be appointed by SPG in term of India Arbitration and Conciliation Act 1996. Place of Arbitration will be at Delhi (India).	
c)	Please return Form (enclosed) duly signed and filled in properly in receipt/acknowledgement of this A/T.	
d)	Guaranty/Warranty	24 months from the date of technical acceptance of stores for manufacturing defects or insufficient workmanship with total replacement.
22	AMC :	Not required.
23	<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 authorized 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>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.</p>	
24	<p>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</p>	

25	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. Further, Director SPG reserves the right to cancel the contract.
26	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.
27.	Cancellation of Contract : As per terms of Tender Enquiry.
28.	Other terms & Conditions :- a) Essential spares should be available locally in Delhi/NCR. b) Firm must impart user training for use of LRF for a minimum of 03 days at delivery site and repair and maintenance training for 07 SPG officer for day to day calibration, repair and maintenance of the LRF at workshop of Indian Agent at Delhi without any charges. c) User Manual of the LRF with each unit.
29.	This issues with the concurrence of FA, SPG vide Dy. No.ID/FA/745 dated 18/08/2017 and approval of Director, SPG.


Assistant Inspector General (Prov)

ACKNOWLEDGEMENT

This slip shall be completed, signed and returned to the Assistant Inspector General (Prov), Special Protection Group, Cabinet Secretariat, Admin Block, Dwarka, Sector-8, New Delhi-110 077 INDIA immediately through FAX and original through post.

REF: Your Quotation No. GICPL/G&D/RN/SPG/2016-17/037 dated 18/01/2017 and your revised offer dated 29/07/2017 for supply of 02 Nos Laser Range Finder (Model No.PLRF25C).

Receipt of Acceptance of Tender No. B-31/SPG-Prov/2016(18)-
dated :

5315

11 SEP 2017

Station

Date of receipt.

SIGNATURE OF THE CONTRACTOR