

SINGLE TENDER ENQUIRY
NO.STC/GID/OEM/SS-01/2008-09 DATED 3rd FEBRUARY, 2009.

THE STATE TRADING CORPORATION OF INDIA LTD.
(A GOVT. OF INDIA ENTERPRISE)
GENERAL IMPORTS DIVISION (6TH FLOOR ANNEXE)
Jawahar Vyapar Bhawan, Tolstoy Marg,
New Delhi-110001

India

Website: www.stc.gov.in

Telephone: + 91 11 23313177 Fax: + 91 11 23701136, 23701191, 23701123

Email: co@stc.gov.in

M/s. GLOCK (H.K.) Limited – ASIA-PACIFIC,
Unit 3102, China Merchants Tower,
Shun Tak Centre,
168-200 Connaught Road Central,
Hong Kong.
Fax No. 00 852 2654 7089.

Subject : Import of GLOCK PISTOL 19.

Dear Sirs,

We have firm requirement for import of the under mentioned item(s) of M/s. GLOCK Ges. M.b.H. Austria (sole manufacturers of GLOCK Pistols) from our end user customers:-

Sr. No	Name of Weapon	Approx. Qty.	Name of End-User
1.	GLOCK PISTOL 19	1002 Nos.	Madhya Pradesh Police
2.	GLOCK PISTOL 19	104 Nos.	Karnataka Police

You are requested to submit **your most competitive offer (in Duplicate)** for the above item alongwith essential accessories and spare parts.

Your offer in a sealed cover duly superscribing the Tender No., Item No. & Name of Item may be submitted to Mr. Samir Kaul, Chief General Manager (General Imports Division), The State Trading Corporation of India Limited, Jawahar Vyapar Bhawan (6th Floor Annexe), Tolstoy Marg, New Delhi-110001, India by **1100 Hours on 10th February, 2009**. The tender will be opened the same day in presence of the Tenderer desirous to be present.

Your offer should be based on the following main terms and conditions:

1.	Prices:	<p>Please quote your most competitive unit and total prices on CIP New Delhi (by air) basis for the main item as well for recommended essential accessories and spare parts.</p> <p>In addition to above, please also quote your prices on CIP Bhopal (by air) basis for requirement of Madhya Pradesh Police and on CIP Bangalore (by air) basis for requirement of Karnataka Police.</p> <p>You are requested to submit certificate as per Annexure-A attached that prices quoted are competitive and in line with recent quotations submitted by you for similar items to other customers.</p>
2.	Validity:	Your offer should be valid for acceptance for a period of six months from the date of your quotation.
3.	Delivery Schedule:	Please quote your firm CIP delivery schedule from the date of placement of order and establishment of Letter of Credit, whichever is later.
4.	Payment terms:	STC operates on CAD / Letter of Credit basis. In case you desire the payment against Letter of Credit, please note that we shall open L/C for 100% value of the order on receipt of your proforma invoice giving details of your bankers. The mode of payment under the L/C would be 90% payment will be released against dispatch document and balance 10% of the payment will be released against acceptance by the end-user Department. All bank charges incurred outside India including L/C confirmation charges, if required by you, shall be to your account.
5.	Country of Origin:	You have to confirm the country of origin of the product(s) being offered by you and submit certificate of origin duly supported by the Chamber of Commerce as a part of your dispatch documents.
6.	Port of dispatch:	Please specify the port of dispatch of the consignment.
7.	Inspection:	Inspection will be conducted by the manufacturer's Inspectors at their factory and this test certificate shall form a part of the dispatch documents. The testing will be done by an inspector who is competent to issue such test report for the supply. In case the end-user Department in India

		desires to send its representatives or appoints an independent inspection agency to conduct pre-shipment inspection, the same will be duly notified to you.
8.	Warranty:	The consignment will be warranted for a period of 12 months from the date of receipt of the material by the end-user Department, which is the consignee.
9.	Post-delivery inspection:	The GLOCK PISTOL 19 along with accessories and spare parts, if any, will be inspected physically by the end-user Department (consignee) or their authorised representative at consignee's premises and Serviceability test will be carried out. If the GLOCK PISTOL 19 along with accessories and spare parts, if any, are found defective upon receipt and inspection, you would be required to replace the same under warranty at consignee's place in India free of cost to the satisfaction of consignee failing which entire amount (payment) along with applicable interest would be liable to be refunded.
10.	Maintenance after warranty:	You have to give an undertaking that you will provide maintenance support after the expiry of warranty period covering the life of the equipment. You would also be required to give an undertaking that you will supply spare parts, if and when required, at an agreed price during the life of the equipment.
11.	Liquidated damages:	In case of delay in supplies beyond the quoted delivery period, liquidated damages to the extent of 0.5% of the cost of the delayed supplies per week is applicable, subject to a maximum of 10%. Beyond this period, we reserve the right to either extend further or to cancel the contract.
12.	Packing and Marking:	The GLOCK PISTOL 19 along with accessories and spare parts, if any, shall be packed securely and marked properly to avoid loss or damage in transit. Each case shall have marking of Contract No. and Name of the consignee on two opposite sides and on top. These marks should also be shown on Invoice, packing list and on Airway Bill exactly as these appear on the cases.
13.	Performance Guarantee:	Upon award of the Tender/Order, you would be required to submit a Performance Guarantee for 10% value of the order for due performance of the Contract, valid up to the warranty period of the equipment. The format of Performance Guarantee to be submitted through a local

		Bank based in India, is attached at Annexure-B.
14.	Specifications:	You have to provide detailed specifications of the items being quoted by you in your offer.
15.	Arbitration:	<p>Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, operation or effect of the contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration, New Delhi and the award made in pursuance thereof shall be binding on the parties.</p> <p>The contract shall in all aspects be governed by Indian laws. The courts in India at New Delhi alone shall have jurisdiction in the matter. The language of Arbitration shall be English.</p>
16.	No liability/ obligation of Govt. of India under the contract	It is expressly understood and agreed by and between the Seller and STC that STC is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this agreement and has no liabilities, obligations or right hereunder. It is expressly understood and agreed that STC is an independent legal entity with power and authority to enter into contracts, solely on its own behalf under the applicable laws of India and general principles of contract laws.
17.	Agents / Agency Commission:	Having regard to STC's Corporate Policy, under this tender enquiry, offer from Original Equipment Manufacturer only shall be considered. Offers submitted through Indian Agents of the Foreign Suppliers, if any, are thus liable to be rejected summarily. You are required to submit declaration to this effect as per Annexure C attached.
18.	Proprietary Article Certificate	Please submit original Proprietary Article Certificate on your letterhead confirming that you are the actual manufacturer of the quoted items. Please also confirm that you are the only company that is authorised to supply the Original Equipment Manufactured and its spares into the territory of India.
19.	Force Majeure	If at any time during the existence of the contract either party is unable to perform in whole or in part any obligation

		<p>under this contract because of war, hostility, civil commotion, sabotage, terrorist attack, quarantine restrictions, acts of God and acts of Government (including but not restricted to prohibition of exports or imports) fires, floods, explosions, epidemics, strikes, embargoes then the date of fulfillment of engagement shall be postponed during the time when such circumstances are operative.</p> <p>Any waiver /extension of time in respect of the delivery of any installment or part of the goods occasioned due to reason mentioned above shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.</p> <p>If operation of such circumstances exceed three months, each party shall have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.</p> <p>The party which is unable to fulfill its engagements under the present contract must within 15 (fifteen) days of occurrence of any of the causes mentioned in this clause inform the other party of the existence or termination of the circumstances preventing performance of the contract. Certificate issued by the Chamber of Commerce in the country of Seller or the Buyer shall be sufficient proof of existence of the above circumstances and their duration. Non-availability of raw material will not be an excuse to the Seller for not performing their obligation under the contract.</p>
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OTHER TERMS & CONDITIONS:

(A) Offers can be sent by Courier/Speed Post, but has to reach us before the above Specified Time/Date.

(B) The offers received (other than conditional offers) after opening of bid(s) shall be forwarded to the End-User Department(s) for their evaluation.

(C) You are also requested to kindly give the details of after sales service arrangements in India, if any, along with complete address and contact numbers, etc. along with your offer so that the same could be notified to the End-User Department(s).

(D) Incomplete offers not conforming fully to Tender Enquiry requirements or with vague replies will not be considered. Conditional offers are liable to be rejected

summarily. You must clearly indicate in your offer the different taxes and duties which you propose to charge extra mentioning clearly the present rates thereof. Vague offers like "DUTIES AS APPLICABLE" shall not be considered.

(F) Besides above, your offer must also conform to the other terms & conditions on which Ministry of Home Affairs, Government of India imports your products. You are required to submit along with your offer this tender document duly signed and stamped on each page in token of your acceptance of STC's above tender terms.

(G) It shall be the exclusive right of STC to accept or reject the offer either wholly or partly without having to assign any reason thereof.

**SAMIR KAUL
CHIEF GENERAL MANAGER**

**New Delhi.
03rd February, 2009**

**TO BE ESTABLISHED ON THE LETTER HEAD OF M/S GLOCK (H.K.)
LIMITED – ASIA PACIFIC**

Ref. No.: _____

Dated: _____

The State Trading Corporation of India Ltd.
Jawahar Vyapar Bhawan,
Tolstoy Marg,
New Delhi-110 001
INDIA

Subject: **Offer for supply of Glock Pistol 19 against your Tender Enquiry
No.STC/GID/OEM/SS-01/2008-09 dated 03rd February, 2009**

Dear Sir,

With reference to our offer for supply of 1002 Nos. of Glock Pistol 19 to Madhya Pradesh Police and 104 Nos. Glock Pistol 19 to Karnataka Police,

We would like to confirm the prices quoted by us are most competitive and in line with our recent prices which has been quoted by us for these items to other customers.

Thanking you,

Yours sincerely,
For Glock (H.K) Limited ó Asia-Pacific,

(Authorized Representative)

ANNEXURE-B

PERFORMANCE GUARANTEE

(To be executed by any first class International Bank having Branch office in New Delhi (India) on stamp paper of Rs.100/-)

The State Trading Corporation of India Limited,
Jawahar Vyapar Bhavan,
Tolstoy Marg,
NEW DELHI 6110001.

1. Under the Contract No. _____ Dated _____ (hereinafter called "Contract") entered into between The State Trading Corporation of India Limited, New Delhi, (STC) (hereinafter called the "Buyers") and M/s. _____ (hereinafter called the "Sellers") this is to certify that at the request of the Sellers, We _____ (Bank) are holding in trust in favour of Buyers the amount of US\$ _____ and hereby unconditionally and irrevocably guarantee and undertake to pay to the Buyers immediately on first demand without protest or demur or reference to the Sellers if the Sellers fail to perform all or any of their obligations under the said Contract. The said amount of US\$ _____ will accordingly forthwith be paid without any conditions or proof whatsoever.
2. It is fully understood that this Guarantee will cover the warranty period i.e. upto _____ and that we _____ (Bank) undertake not to revoke this guarantee during its currency.
3. We, _____ (Bank), further agree that the Buyers shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the Sellers from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyers against the said Suppliers and/or forebear to enforce any of the terms and conditions relating to the said Contract and We, _____ (Bank) shall not be absolved from our liabilities under this guarantee by reasons of any such variations or extensions being granted to the said sellers or for any forbearance and/or commission on the part of the Buyers, or any indulgence by the Buyers, to the said Sellers or by any other matter or thing whatsoever which under the law relating to the sureties would have the effect of releasing us but for this provision under this performance guarantee.
4. We, _____ (Bank), further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the said Seller/Buyer/Bank/Consignee.
5. The Guarantee will be governed by Indian laws and will be subject to jurisdiction of Competent Courts at New Delhi in India alone.

FOR-----BANK

ANNEXURE – C

**TO BE ESTABLISHED ON THE LETTER HEAD OF M/S GLOCK (H.K.)
LIMITED – ASIA PACIFIC**

Ref. No.: _____

Dated: _____

The State Trading Corporation of India Ltd.
Jawahar Vyapar Bhawan,
Tolstoy Marg,
New Delhi-110 001

INDIA

Subject: **Offer for supply of Glock Pistol 19 against your Tender Enquiry
No.STC/GID/OEM/SS-01/2008-09 dated 03rd February, 2009**

Dear Sir,

With reference to our quotation for supply of 1002 Nos. of Glock Pistol 19 to Madhya Pradesh Police and 104 Nos. Glock Pistol 19 to Karnataka Police, we hereby confirm that we are the original manufacturer of the stores offered and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend, whether officially or unofficially to STC or to the end-user Department, the award of the contract under this tender.

We further confirm that no amount has been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation.

Thanking you,

Yours sincerely,
For Glock (H.K) Limited ó Asia-Pacific,

(Authorized Representative)