



Please Address
THE GENERAL MANAGER
(And not any Officer by name)
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GOVERNMENT OF INDIA
MINISTRY OF DEFENCE
INDIAN ORDNANCE FACTORIES
ORDNANCE FACTORY KHAMARIA
JABALPUR (M.P.)- 482 005



An ISO 9001: 2000 Enterprise

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GLOBAL TENDER NOTICE

On behalf of President of India, The General Manager Ordnance Factory Khamaria, Jabalpur (A unit of Dept. Of Defence Production & Supplies Ministry of Defence, government of India) invites application from reputed manufacturers, for the following items:-

| Tender Notice No. & Date | ITEM | QTY | EMD |
|---|---|---|---|
| ORDFYS/OFK/DAVP/03/ 17-18/VII/PV/GLOBAL-42 Dt. 16/05/2017 | LINK MK-I TO DESICNER'S Ref. D.5.(E) 10050 / 161 ISSUE 6A DATED 30.10.64 FOR 30MM ADEN AMMUNITION (Specification & Drawing attached) | 40292 No. with 50% Option Clause. | Rs. 125700/- (Rs. One lakh twenty five thousand seven hundred only Or USD 1860/- (USD Eighteen hundred sixty only) |
| Last date for receiving request for issue of tenders | | | 29/06/2017 17:00 Hrs. |
| Last Date & Time for receiving filled tenders | | | 30/06/2017 13:00 Hrs. |
| Due Date & Time for opening of tenders (Technical Bid only) | | | 30/06/2017 14:30 Hrs. |

TERMS & CONDITIONS

2. This Tender Enquiry is meant for "Source Development" purpose. Hence established supplier of above item(s) need not apply. (This tender is a Two Bid tender: - Technical Bid & Price Bid separately to be submitted).
3. Prospective bidders should be experienced in the manufacturing of same or similar items and possess adequate infrastructure and financial capability for the tendered item(s).
- (a) **For Indian Bidder/ Manufacture:**
 - (i) The Indian bidder/manufacturer should have license of explosive manufacturing issued by Government of India.
 - OR
 - (ii) The Indian Bidder should have agreement with other firm which have license of explosive manufacturing issued by Government of India.
 - (iii) In case both firms participated in same tender enquiry then firm with license of explosive manufacturing will only be considered.
- (b) **For foreign Suppliers:** The firm should be capable and experienced in the manufacturing of same or similar item and has to confirm in their technical bid that Export License, if required, would be arranged by the bidder himself
4. **Inspection Officer:** The General Manager, Ordnance Factory Khamaria, Jabalpur or his authorized representative.
5. **Place of inspection:** Pre dispatch Inspection by firm's representative at firm's premises and final inspection at Ordnance Factory Khamaria.
6. All correspondence should be addressed to The Sr. General Manager, Ordnance Factory Khamaria, Jabalpur (Madhya Pradesh), and Pin Code – 482005.
7. Specifications as mentioned under item column.
8. The cost of tender documents is Rs 100/- (Rs. One hundred only) or USD 2 (USD two) and is to be paid in the form of Demand Draft / P.O. drawn in favour of "General Manager, Ordnance Factory Khamaria, Jabalpur" payable at Jabalpur. This fee is neither refundable nor transferable to other Advertisement. This fee is not required from NSIC / SSI registered units for which copy of valid registration should be enclosed.

9. The Sr. General Manager, Ordnance Factory Khamaria reserves the right to place order on more than one firm, if required for source development in the ratio of 70%: 30% i.e. 70% on L-1 and 30 % on L-2 firm after acceptance of L-1 price by L-2 as per OFB guidelines.
10. All the firms should desist from forming cartel as the practice is prohibited under section 3(3) (a) & (d) of the Competition Act 2002.
11. The firms should quote for minimum 50% of the tender quantity otherwise their offer will be treated as invalid / unresponsive and liable to be rejected. The General Manager reserves the right to order any quantity on one or more firms.
12. Whenever all or most of the approved firms quote equal rates in CARTEL, the purchaser reserves the right to place order on any one or more firms with exclusion of the rest. The selection of firms for placement of order would be based on a predetermined ranking of the firms decided based on the marks scored by the firms during capacity verification.
13. The purchaser reserves the right to delete the established firms who quote in CARTEL from list of approved sources or to debar them from competing for a period to be decided by the purchaser.
14. The name of the newly established firm which enters into CARTEL formation immediately on getting registered will be summarily deleted from the list of approved suppliers.
15. **In case the bidder is not OEM**, the bidder has to confirm that they have requisite export license from their government and authorization from the manufacturing plant to export the goods to India.
16. If any certificate/ format is required to be submitted by the purchaser, the sample format of the same to be furnished along with the technical bid for acceptance of the purchaser.
17. The overseas bidder has to confirm in their technical bid that Export License, if required, would be arranged by the bidder himself
18. The firm should submit the source of supply along with detailed quality plan.
19. **Law**: The Supply Order shall be considered and made in accordance with the laws of the Republic of India. The Supply Order shall be governed by and interpreted in accordance with the laws of the Republic of India.
20. **Effective Date of the Supply Order**: The Supply Order shall come into effect on the date of its acknowledgment by the Seller and shall remain valid until the completion of the obligations of the parties under the Supply Order. The deliveries and supplies and performance of the services shall commence from the effective date of the Supply Order.
21. **Arbitration**: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms OFBPM-32, OFBPM-34 and OFBPM-34 (Available in OFB website and can be provided on request).
22. **Penalty for use of undue influence** : The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
23. **Agents / Agency Commission** : The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or

recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

24. **Access to the Book of Accounts:** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.
25. **Non-disclosure of Supply Order documents:** Except with the written consent of the Buyer/Seller, other party shall not disclose the Supply Order or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
26. **Liquidated Damages:** The *following Liquidated Damage clause will be applicable for delayed supplies* - If the contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, the General Manager may without any prejudice to the right of the purchaser (Ordnance Factory Khamaria) to recover damages for breach of contract. In the event of seller's failure to have the stores delivered by the date/dates specified in the contract, the buyer may, at his discretion withhold any payment until the whole of the stores have been supplied and the buyer may also deduct from the seller as agreed, liquidated damages and not by way of penalty the sum of 0.5 % of the contract price of the undelivered store for each and every week and the part of a week for which the stores have been delayed subject to maximum of 10% of the value of the delayed stores, in case the delay in delivery is acceptable to buyer.
27. **Termination of the Supply Order:** The Buyer shall have the right to terminate this Supply Order in part or in full in any of the following cases:-
 - (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (___ months) after the scheduled date of delivery.
 - (b) The Seller is declared bankrupt or becomes insolvent.
 - (c) The delivery of material is delayed due to causes of Force Majeure by more than (___months).
 - (d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this Supply Order and paid any commission to such individual/company etc.
 - (e) As per decision of the Arbitration Tribunal.
28. **Notices:** Any notice required or permitted by the Supply Order shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
29. **Transfer and sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Supply Order or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Supply Order or any part thereof.
30. **Patents and Other Industrial Property Rights:** The prices stated in the present Supply Order shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.
31. **Amendments:** No provision of present Supply Order shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Supply Order and signed on behalf of both the parties and which expressly states to amend the present Supply Order.
32. **Taxes and Duties :**
 - a) **In respect of Foreign Bidders:** All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present contract in their respective countries.

b) **In case of Indigenous Seller: General**

- b-i. If any concession is available in regard to rate/quantum of any Duty/tax, as mentioned by the Seller in their bids, relevant certificate will be issued by the Buyer to enable the Seller to obtain exemptions from taxation authorities.
- b-ii Any changes in levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octoroi / entry tax, etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/tax paid by the Seller. Similarly, in case of downward revision in any such duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any, obtained by the Seller. Section 64-A of Sales of Goods Act will be relevant in this situation.
- b-iv Levies, taxes and duties levied by Central/State /Local governments such as excise duty, VAT, Service tax, Octoroi/entry tax, etc on final product will be paid by the Buyer on actuals, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product

(32.1) Excise Duty

- (a) Where the excise duty is payable on ad valorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the assessable value of the stores as approved by the Excise authorities.
- (b) Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.
- (c) The Seller is also required to furnish to the Paying Authority the following certificates:
- (c-i) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.
- (c-ii) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.
- (c-iii) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/ protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.
- (c-iv) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.
- (c-v) Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

(32.3) Sales Tax / VAT

- (a) If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.
- (b) On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

(32.4) Octroi Duty & Local Taxes

- (a) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.
- (b) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by-laws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

(32.5) Customs Duty –

- (a) For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e. (i) Triplicate copy of the bill entry; (ii) copy of bill of lading; (iii) a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import License, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer contract Number----- dated-----.
- (b) Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.
- (c) In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

33. **Option Clause:** This Tender enquiry has an Option Clause where in the buyer can exercise an option to procure an additional 50% of the original quantity in accordance with the same terms and conditions of the present contract. This will be applicable within the currency of contract. It will be entirely the discretion of the Buyer to exercise this option or not.

34. **Repeat Order Clause:** This Tender enquiry has a Repeat Order Clause, wherein the Buyer can order up to 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder has to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

35. **Payment Terms:**

- a. **For domestic suppliers:** – 100 % in 30 days of receipt of stores and acceptance in final inspection at Ordnance Factory Khamaria on receipt of following documents;
 - i. Ink Signed copy of contractor bill / seller's bill
 - ii. Ink-signed copy of Commercial invoice / seller's bill.
 - iii. Inspection Note.
 - iv. Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
 - v. Exemption certificate for excise duty / Customs duty, if applicable.
 - vi. Guarantee / Warranty Certificate.
 - vii. Performance bank guarantee / Indemnity bond where applicable.
- b. **For Foreign Suppliers:** - 100% value will be released through L.C. on shipment of material and on negotiation of the following documents:
 - i. Signed Commercial Invoice – One Original + Two Copies
 - ii. One signed original clean shipped on board, negotiable Airway bill + Three non-negotiable Airway bills.

- iii. Packing list – One original + two copies.
 - iv. Certificate of country of origin certified by independent authority like Chamber of Commerce.
 - v. Certificate of conformity and acceptance report and test certificate at the pre-dispatch inspection signed by the seller with Lot No./Batch No., manufacture year and shelf life of each item (minimum 10 months from the date of receipt)
 - vi. A confirmation that the items are of current production year.
 - vii. Certificate of acceptance in pre-dispatch inspection issued by the purchaser in original, in case of pre-dispatch inspection.
 - viii. Supplier's certificate to the effect that contents each package are not less than those entered in the invoice and the packing list and the quality of goods are guaranteed as new and conform to the specification and the corresponding pilot sample is accepted by the purchaser. One original + two copies.
 - ix. Supplier's certificate stating that the payment claimed is not against replacement of defective material.
 - x. Dangerous/Non Dangerous Cargo certificate, if any.
 - xi. Physio-sanitary / Fumigation Certificate, if any.
 - xii. Submission of Performance Bond / Warranty Certificate.
 - xiii. Insurance policy of 110% if CIF / CIP supplier order.
36. **Fall Clause:** In cases where contracts have to be concluded with the firms, whose rate contract with DGS&D/other central procurement agencies has expired and renewal of RC has not taken place, a 'fall clause' should be incorporated in the Supply Order/Contract to the effect that during the currency of the Supply Order/Contract, in case rates are found to be lower on conclusion of rate contract, the lower rates as in the rate contract shall be applicable.
37. **Force Majeure clause:**
- (a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
 - (b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
 - (c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
 - (d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
 - (e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.
38. **Franking Clause:** The following Franking clause will form part of the contract placed on successful Bidder –
- (a) **Franking Clause in the case of Acceptance of Goods** “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 Buyer under the terms and conditions of the contract”.
 - (b) **Franking Clause in the case of Rejection of Goods** “The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract.”
39. **Freak Rates:** Price offered by a firm/vendor will be considered as freak if it is found to be less than 30% or more than the average of the rate at which orders have been placed over the last three years.

40. **Performance Security Deposit / Performance Bank Guarantee**

- (a) **In case of Indigenous Seller:** The Bidder will be required to furnish a **Performance Security Deposit** to purchaser by way of Performance Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the Supply Order value within 30 days of signing of this Supply Order. Performance Bank Guarantee will be valid up to 60 days beyond the date of warranty. PSD has to be deposited in favour of **PCA (Fys) Not GM** in Form of DPM- 15. The custody of the instrument will be the GM and onus of verification of the genuineness of the instruments rests with GM. The BG will be returned to the supplier on successful completion of all his obligations under the contract. In case the execution of the contract is delayed beyond the contracted period and the purchaser grants extension of delivery period, with or without LD, the supplier must get the BG revalidated, if not already valid. The format of the PBG is given in Annexure -25.
- (b) **In case of Foreign Seller:** The Seller will be required to furnish a Performance Guarantee by way of a Bank Guarantee from seller's bank through an international recognized first class Bank in favor of Government of India, Ministry of Defense to be confirmed by public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) equal to 10 (Ten percent) of the total value of this Supply Order i.e. for US \$(US Dollars (in words) only). Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The Performance Bank Guarantee shall be considered open upon receipt by the buyer's bank. In case any claims or any other supply order obligations are outstanding, the seller will extend the Performance Bank Guarantee as asked for by the Buyer till such time as the seller settles all claims and completes all supply order obligations. The Performance Bank Guarantee will be subject to encashment by the Buyer, in case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the Supply Order are not fulfilled by the Seller. The specimen of PBG is given in Form DPM-15, enclosed to Part-IV of this Supply Order.
41. **Specification:** The Seller guarantees to meet the specifications as per statement of Supply Order and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical up gradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of up gradation/alterations will be provided to the Buyer free of cost within (30) days of affecting such up gradation/alterations.
42. **Export License:** The Seller is to confirm that they have requisite export license from their Government and Authorization from the manufacturing plant, in case they are not the OEM, to export the military / non-military goods to India.
43. **Transportation :** Up to OFK in case of Indian firm **and in case of foreign firm;**
CIF/CIP – The stores shall be delivered CIF/CIP Mumbai Port/airport India. Seller will bear the costs and freight necessary to bring the goods to the port of destination. The Seller also has to procure marine insurance against the Seller will contract for insurance and pay the insurance premium. Seller is also required to clear the goods for export. The stores shall be delivered to the Buyer by Indian ships only. The date of issue of the Bill of Lading shall be considered as the date of delivery. No part shipment of goods would be permitted. Trans-shipment of goods would not be permitted. In case it becomes inevitable to do so, the Seller shall not arrange part-shipments and/or transshipment without the express/prior written consent of the Buyer. The goods should be shipped by Indian vessels only. However, the Seller can still utilize the services of the MoD, Govt of India Freight Forwarding Agent details for which will be provided by the Buyer. Seller will be required to communicate the following information invariably by telex/signed in case of import of Defence Stores being brought in commercial ships to Embarkation Head Quarters concerned well in advance before the Ship sails the port of loading:
- i. Name of the Ship
 - ii. Port of Loading and name of Country.
 - iii. ETA at port of Discharge i.e. Bombay, Calcutta, Madras and Cochin.
 - iv. Number of Packages and weight.
 - v. Nomenclature and details of major equipment.
 - vi. Special instructions, if any stores of sensitive nature requiring special attention.
44. **Air lift:** Should the Buyer intend to airlift all or some of the stores, the Seller shall pack the stores accordingly on receipt of intimation to that effect from the Buyer. Such deliveries will be agreed upon well in advance and paid for as may be mutually agreed.

45. **Packing and Marking**

- a. The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.
- b. The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the seller's country.
- c. Each spare, tools and accessory shall be packed in separate cartons. A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. A tag in English with said information shall also be attached to six samples of the item. If quantity contracted is less than six then tag shall be affixed to complete quantity contracted of the item. The cartons shall then be packed in packing cases as required.
 - i) Part Number:
 - ii) Nomenclature:
 - iii) Contract annex number:
 - iv) Annex serial number:
 - v) Quantity contracted:
- d. One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No.1 painted in a yellow colour.
- e. The Seller shall mark each package with indelible paint in the English language as follows:-
 - i. EXPORT
 - ii. Contract No. -----
 - iii. Consignee -----
 - iv. Port / airport of destination -----
 - v. Ultimate consignee -----
 - vi. SELLER -----
 - vii. Package No. -----
 - viii. Gross/net weight: -----
 - ix. Overall dimensions/volume: -----
 - x. The Seller's marking-----
- f. If necessary, each package shall be marked with warning instructions: < TOP>, "Do not turn over", category of cargo etc.
- g. Should any special equipment be returned to the seller by the buyer, the later shall provide normal packing which protects the equipment and spares/goods from the damage of deterioration during transportation by hand, air or see. In this case the buyer shall finalize the marking with the seller.
- h. The packing and forwarding charges should be borne by the manufacturer/contractor.

46. **Delivery Period** - Delivery period for supply of **item would be 09 months from the effective date of contract** including the time to obtain the Export License from concern authorities (In case foreign based firm). and **06 months** from the date of supply order for Indian firms. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

47. **Quality:**

The quality of the stores delivered according to the present Supply Order shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Supply Order shall be new i.e. not manufactured before (Year of Supply Order), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchange ability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

48. **The following quality documents to be supplied by the firm along with bulk supply:**

- The supply required should be of current production with year of manufacture and Lot No. and its shelf life.
- Inspection Report of item.
- Quality Assurance Certificate i.e.
 - Test Certificate of Physical and Chemical Test Report.
 - Details of Salt Spray Test Report

- Certificate of origin.
 - Packing details lot wise and quantity in each package.
 - Firm's guaranteed / warranty certificates.
 - Any other relevant test report / Quality documents required by inspector to be provided by the firm.
- i. Declaration certificate as: We hereby declare that the productsquantity supplied by our companyvide challan No. as per the S.O. no & date are meeting all requirements laid down in the specification. We here by undertake to replace whole and / or part consignment as the case may be in the event of its not meeting the requirements / standards laid down in the supply order.
49. **Claims:** The following Claims clause will form part of the contract placed on successful Bidder –
- i. The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.
 - ii. The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).
 - iii. The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form ofbpm-33 (Available in MoD website and can be given on request).
 - iv. The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the received during this period the claim will be deemed to have been accepted.
 - v. The Seller shall collect the defective or rejected goods from the location nominated by the Buyer
 - vi. Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of General Manager, Ordnance Factory Khamaria, Jabalpur (MP) India.
 - vii. The quality claims will be raised solely by the Buyer and without any certification / countersigning by seller's representative stationed in India.
50. **Pre-inspection** - Supplier must satisfy themselves that the stores are in accordance with the terms and conditions and fully conform to the required specifications by carrying out a thorough pre-inspection of each lot before actually tendering the same for inspection of the Inspecting Officer nominated under the terms of the contract. The contractor/manufacturer must keep a record of the pre-inspection carried out of which must be submitted to the Inspecting Officer. If the Inspecting Officer finds that the pre-inspection of the consignment as required above has not been carried out the consignment is liable to be rejected.
51. **Pre-Dispatch Inspection:** The following Pre-Dispatch Inspection clause will form part of the contract placed on successful bidder.
- (a) The Buyer's representatives will carry out Pre Dispatch Inspection (PDI) of the Equipment in order to check their compliance with specifications in accordance with its usual standard procedures. Upon successful completion such PDI, the Seller and Buyer will issue and sign a Certificate of Conformity as per specimen at **Form OFBPM-13** (available in OFB website and can be given on request)
 - (b) The Seller shall intimate the Buyer at least 45 days before the scheduled date of PDI. The time required for completing visa formalities by the Seller should not be inclusive in this notice. The Buyer will send his authorized representative(s) to attend the PDI.
 - (c) The list of Buyer's representatives together with their particulars including name, title, date and place of birth, passport numbers including date of issue and date of expiry, address, etc. must be communicated by the Buyer at least fifteen days (15 days) in advance to apply for the necessary authorizations and clearances.
 - (d) The Buyer reserves the right not to attend the PDI or to request for a delay in the beginning of the PDI with a maximum of fifteen (15) days from the date fixed for such PDI in order to allow his representative(s) to attend such tests, in which cases he shall inform in writing the Seller within 15 days before the date of the beginning of the PDI. Should the Buyer request for such postponement, liquidated damages, if any, shall not apply. In case the Buyer has informed the Seller within the period mentioned herein above that he cannot attend the PDI or in case the Buyer does not come at the postponed date requested by him for performance of the PDI as mentioned above, the Seller shall be entitled to carry out said tests alone as scheduled. The Certificate of Conformity and the Acceptance Test Report will be signed by the Seller's QA representative alone and such documents bearing the sole signature of the Seller's QA representative shall have the same value and effect as if they have been signed by both

Parties. In case Buyer does not elect to attend the PDI, then the Buyer shall intimate the Seller in writing that it does not wish to attend the PDI.

- (e) The Seller shall provide all reasonable facilities, access and assistance to the Buyer's Representative for safety and convenience in the performance of their duties in Seller's Country.
- (f) All costs associated with the stay of Buyer's representative(s) in the country where PDI is to be carried out, including travel expenses, boarding and lodging accommodation, daily expenses shall be borne by the Buyer.

52. **Joint Receipt Inspection:** The following Joint Receipt Inspection clause will form part of the contract placed on successful Bidder-

- (a) The Parties agree that the Joint Receipt Inspection (JRI) of delivered goods shall be conducted on arrival in India at O.F.K. Jabalpur. JRI shall be completed within 120 days (for armament/ammunition) / 90 days (for other than armament/ammunition) of arrival of good at Port Consignee. JRI will consist of;
 - (i) Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in this contract and the invoices.
 - (ii) Complete functional checking of the stores / equipment as per specifications in the contract and as per procedures and tests laid down by the Buyer but functional checking of spares not be done.
- (b) JRI will be carried out by the Buyer with a prior notice of fifteen (15) days to attend the JRI for the delivered goods. The Seller shall have the right not to attend the JRI. The bio-data of the Seller's Representative will be communicated fifteen (15) days prior to the dispatch of goods to the Buyer for obtaining the necessary security clearance in accordance with the rules applicable in the Buyer's country.
- (c) Upon completion of each JRI, JRI proceedings and Acceptance Certificate will be signed by both parties. In case the Seller's representative is not present then the JRI proceedings and Acceptance Certificate shall be signed by the Buyer's representative only and same shall be binding on the Seller. Copy of JRI proceedings and Acceptance Certificate shall be dispatched to Seller within 30 days of completion of JRI. In case of deficiencies in quantity and quality or defects, details of these shall be recorded in the JRI proceedings, Acceptance Certificate shall not be issued and claims raised as per Article on Claims in this contract. In case of claims, Acceptance Certificate shall be issued by perform the JRI as mentioned above for reasons exclusively.

53. **Warranty:** The following Warranty will form part of the contract placed on successful Bidder -

- i. The Seller warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.
- ii. The Seller warrants for a period of 18 months from the date of acceptance of stores in supplier's country or 12 calendar months from the arrival in India whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures. Any items are found to be defective due to incorrect design, defective material or faulty workmanship; the same will be replaced by free of cost, supply new parts or to adjust the defective parts.
- iii. If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.
- iv. The Seller will guarantee the shelf life of (10) years under the Indian tropical condition as given below provided it is stored in original manufacturer's packing:-
 - (a) Maximum Temperature + 45 Degree Centigrade
 - (b) Minimum Temperature - 35 Degree Centigrade
 - (c) Average Temperature of the year \leq + 30 Degree Centigrade
 - (d) Maximum temperature change \leq 20 Degree Centigrade/24 Hours
 - (e) Maximum Humidity \leq 75%
 - (f) Average Humidity of the year \leq 55%

54. In case the firm is not registered for the tendered item with any of the Ordnance Factory, the firm should submit the form for vendor registration (as per annexure-I) along with the following registration fee;

- (a) Rs. 2000/- for SSI units.
- (b) Rs. 5000/- for other units.

The registration fee to be paid in the form of Demand Draft, in favour of “General Manager, Ordnance Factory Khamaria, Jabalpur” payable at Jabalpur.

The vendor registration form along with Registration fee should be forwarded by post to “The General Manager Ordnance Factory Khamaria, Jabalpur” in a separate envelope clearly mentioning the “Vendor Registration Form for GTE No. and due date of opening of Technical Bid” on the envelope so as to reach this factory by the due date and time for submission of the technical bid.

The registration fee is required to be paid by all firms if they are not registered for subject /similar item(s) with any of Indian Ordnance Factories and also in case it is decided to carry out Capacity Verification of the firm.

55. **The tenders are invited in two bid system viz (i) Technical Bid (ii) Price Bids.**

- a) **Technical Bid** – The Technical bid should contain the following along with copies of relevant documents.
 - i. Quantity quoted for (**minimum 50 %**).
 - ii. Validity of offer – 180 days minimum.
 - iii. Details of technical capability including list of Plant & Machineries, test equipments, manpower.
 - iv. Details of Quality Systems, ISO – 9000 certifications etc.
 - v. Documents in support of financial capability in the form of
 - a) Copies of last 03 years annual report indicating profit and losses.
 - b) Copies of partnership deeds.
 - c) Copy of certificate of incorporation and Articles of Association.
 - d) Copies of ownership documents in respect of manufacturing plant.
 - vi. Documents in support of supplying similar items to Ordnance Factories/Other Organizations in the form of copies of supply orders executed and their performance certificates.
 - vii. Copies of valid registrations, if any, with Ordnance Factories/ DGQA/NSIC/DGS&D or concerned Departments or Ministries of the Government of India etc.
 - viii. **Earnest Money Deposit (EMD)** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 125700/-** (Rs. One lakh twenty five thousand seven hundred only,) **Or USD 1860/-** (USD Eighteen hundred sixty only), along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque in favour of “General Manager, Ordnance Factory Khamaria, Jabalpur” payable at Jabalpur, India or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form OFBPM-13 (Available in OFB website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. **EMD is not required to be submitted by those Bidders who are registered with Ordnance Factories, the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or concerned Departments or Ministries of the Government of India but firms have to give a copy of documentary proof for the same along with technical bid.** The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.
 - ix. Confirmation to submit Performance Security Deposit @ 10 % of order value, if supply order is placed on them, irrespective of their registration with Ordnance Factories /DGS&D/NSIC.
 - x. An undertaking on firms letter head that the firm will not be part of CARTEL with other vendors and will quote competitive rates in future tenders, otherwise would face expulsion from the list of approved vendors.
 - xi. Acceptance of Liquidated Damages clause, Warranty Clause, Penalty for use of undue influence clause, Access to Book of accounts clause, Agents/ Agency commission clause.
 - xii. **Compliance Statement, duly filled in applications without this Compliance Statement duly filled and signed will be summarily rejected**
56. **Price Bid** – The Price Bid should indicate only the price of the tendered items.
 - (a) The price bid should not contain any other terms and conditions.
 - (b) Quoted price should be in words and figure. Any discrepancy between words and figures, the price in words shall Prevail.
 - (c) The price quoted should be firm and fixed.
 - (d) The price quoted should be as per the tendered accounting unit. If different unit is inescapable, the conversion formula should be indicated.
 - (e) The price should be quoted giving break-up as;
 - (i) Basic Rate both in figure and words.
 - (ii) Customs Duty with surcharge, if any
 - (iii) Excise Duty with surcharge, if any
 - (iv) Sales Tax/VAT, if any

- (v) Packing charges, if applicable extra
- (vi) Forwarding charges, if applicable extra
- (vii) Any other charges
- (viii) Total Price
- (ix) **The price should be quoted on;**
 - (i) CIF- Indian port/ Airport basis only. (In case of foreign firm)
 - (ii) OFK (in case of Indian firm)

57. **Evaluation Criteria & Price Bid issues.**

58. **Evaluation Criteria:** The broad guidelines for evaluation of Bids will be as follows:

- (a). Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- (b). The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:

Bidders must indicate separately the relevant Taxes/Duties Likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken in to account in the ranking of bids.

If a Bidder is exempted from payment of any duty/tax up to any value of supplies from them, he should clearly state that no such duty/tax will be charged by them up to limit of exemption which they may have. If any concessions is available in regard to rate/quantum of any Duty/Tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities.

Any charges in levies, taxes and duties levied by Central/State/Local government such as excise duty, VAT, Service Tax, Octroi/entry tax etc, on final product up wards as a result of any statutory variation taking place within contract period shall be allowed re-imburement by the Buyer, to the extent of actual quantum of such duty/tax paid by the Seller. Similarly, in case of downward revision in any such duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall be reliefs, exemptions, rebates etc, if any, obtained by the Seller. Section 64-A of Sales of Goods Act will be relevant in this situation.

Levies, Taxes and duties vied by Central/State/Local government such as excise duty, VAT, Service Tax, Octroi/entry tax etc, on final produc will be paid by the Buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

- (c-i) In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
 - (c-ii) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed;
 - In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.
 - In cases where only Indian Bidders are competing, L-1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octoroi/entry tax, etc on final product, as quoted by bidders.
 - (e). Sales tax and other local levies, i.e. Octroi, entry tax etc would be ignored in case of indigenous Bidders.
 - (f). In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.
 - (h). If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - (i). The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
 - (j). Any other criteria as applicable to suit a particular case.
59. **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:

- a. Item(s) -
- Item Unit Price Qty Total
- i. A
- ii. B
- iii. C
- iv. Total price of item(s)
- b. Accessories
- c. Installation/Commissioning
- d. Training
- e. Technical literature
- f. Tools
- g. AMC
- h. Any other requirement

Note. 1. Determination of L-1 will be done based on total of basic prices (not including levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octoroi/entry tax, etc on final product) of all items / requirements as mentioned above.

Additional information in Price Bid on Taxes and Duties (not in scope of L-1 determination) –

- a. Is Excise Duty extra?
- b. If yes, mention the following –
 - i. Total value of items on which Excise Duty is leviable
 - ii. Rate of Excise duty (item-wise if different ED is applicable.)
 - iii. Surcharge on Excise duty, if applicable.
 - iv. Total value of excise duty payable.
- c. Is Excise Duty Exemption (EDE) required?
- d. If yes, then mention and enclose the following:
 - i. Excise notification number under which EDE can be given
- e. Is VAT extra?
- f. If yes, then mention the following –
 - i. Total value on which VAT is leviable
 - ii. Rate of VAT
 - iii. Total value of VAT leviable.
- g. Is Service Tax extra?
- h. If yes, then mention the following –
 - i. Total value of Services on which Service Tax is leviable.
 - ii. Rate of Service Tax leviable
 - iii. Total value of Service Tax leviable
- i. Is Custom Duty Exemption (CDE) required?
- j. If yes, then mention the following-
 - i. Custom notification number under which CDE can be given (enclose a copy)
 - ii. CIF value of stores to be imported.
 - iii. Rate of Custom Duty payable.
 - iv. Total amount of Customs Duty payable.
- k. Octoroi / Entry taxes
- l. Any other Taxes/Duties.

60. **Quotations without above details, Registration Fee, EMD, Tender fee are liable to be rejected.**

61. The General Manager, Ordnance Factory Khamaria reserves the right to verify the documents and details submitted by the firm(s) and may reject the unsatisfactory offers based on physical capacity verification or based on technical scrutiny of documents.

62. **Instructions for filling the tenders –**

- a. The Technical Bid should be sealed in an envelope and envelope will be marked as “**Technical Bid**” with tender notice no. and date.
- b. Price should not be mentioned in the technical bid.
- c. The Price Bid should be made separately and sealed in a separate envelope for each item. This envelope should be marked as “**Price Bid**” with tender notice number and date.
- d. Both Sealed envelopes i.e. Technical Bid and Price Bids should be sealed in another envelope. This envelope will be marked with tender advertisement no. , date and due date of opening of technical bids and addressed to “The General Manager, Ordnance Factory Khamaria, Jabalpur (MP) PIN-482005”. This envelope should be dropped in the tender box marked as “**PV Tender Box**” kept at the reception office at the main gate or to be sent by registered post so as to reach this factory by **13:00 Hrs.** on due date.

- e. No responsibility will be taken for postal delay or non-delivery/non-receipt of tender documents. If the sealed offers are dropped in the wrong box, they will be rendered invalid.
- f. Quotations received after due date and time will not be considered.
63. Technical Bids ONLY will be opened on due date and time mentioned above. If tenderers desire, may depute their representative, duly authorizing in writing, to be present at the time of opening of tenders.
64. If due to any exigency the due date of opening is declared as holiday, the tenders will be opened on next working day at the same time or any other day and time as intimated by the buyer.
65. Price Bids will be opened only for shortlisted firms based on the above criteria. The date for opening of price bid will be intimated to the eligible firms separately.
66. Conditional offers will not be accepted.
67. Quotations sent by fax will not be considered.
68. **Jurisdiction:** All questions, disputes or differences arising under out of or in connection with the contract, if concluded shall be subject to the exclusive jurisdiction of the court-within the local limits of whose jurisdiction the place from which the Acceptance of Tender is issued, is situated.
69. The General Manager, Ordnance Factory Khamaria reserves the right to reject / cancel/scrap the Tender Enquiry or change the quantity of tendered item(s) without notifying any reason whatsoever. In case of any dispute, the decision of General Manager, Ordnance Factory Khamaria shall be final and binding on all participants in the tender.
70. If Tender Forms are downloaded from the website, cost of Tender set to be paid at the time of submitting tenders otherwise tender shall be ignored.
71. Details of this tender notice along with compliance statement (annexure-I) is also available on website <http://tenders.gov.in> and may be viewed through advanced search option selecting "Ordnance Factory Board" as organization and entering "Ordnance Factory Khamaria" in location.
72. Rejected material will be sent at risk & cost of supplier.
73. Applied firm has to confirm/ certify that, the goods to be delivered shall be fresh and will be manufacture after the date of opening of GTE.
74. Sr. No. 19 to 55 & 68 will be the part of the supply order terms and conditions to be placed no successful bidder.

(R.K.GUPTA)
JT.GENERAL MANAGER
FOR SR.GENERAL MANAGER
ORDNANCE FACTORY KHAMARIA

Enclosures –
Compliance Statement (Annexure-I)

| Sl. No. | Terms/Condition of Tender | Compliance | If not complied, specific deviations |
|---------|--|------------|--------------------------------------|
| 1 | Quoted for at least 50% of tender qty. | | |
| 2 | Details of technical capability including list of Plants & machineries, test equipment man power attached. | | |
| 3 | Details of quality system, ISO-9000 certificate etc attached. | | |
| 4 | Documents in support of financial capability attached. | | |
| 5 | Documents in support of supplying similar items to Ordnance Factories/Other organizations attached. | | |
| 6 | Copies of valid registrations with Ordnance Factories/DGQA/NSIC/DGS&D etc attached. | | |
| 7 | Undertaking that the firm will not be part of Cartel in future tenders attached. | | |
| 8 | Rs. 125700/- (Rs. One lakh twenty five thousand seven hundred only) Or USD 1860/- (USD Eighteen hundred sixty only) submitted. Details of EMD i.e. Demand Draft/FDR/BG No. & Dt., Validity and Banker's name furnished in quotation. | | |
| 9 | Price mentioned both in words & figure. | | |
| 10 | Prices are quoted showing Basic Price & Taxes /Duties separately. | | |
| 11 | All inclusive prices are quoted separately. | | |
| 12 | Installation / commissioning/ Freight / Packing charges, if any. | | |
| 13 | Prices quoted in Rupees / Foreign Exchange. | | |
| 14 | Prices are firm & fixed. | | |
| 15 | Delivery & Prices on; (i) CIF- Mumbai Port/Airport basis, In case of overseas supplier. (ii) OFK Jabalpur basis, In case of Indian supplier. | | |
| 16 | Whether Price quoted with PV Clause. | | |
| 17 | Whether the offered store is as per specifications mentioned in TE. | | |
| 18 | Inspection at Factory/At firms premises. | | |
| 19 | Delivery as per Delivery Period mentioned in TE. | | |
| 20 | Payment terms of TE acceptable. | | |
| 21 | Agreed for submission of security deposit /Performance security deposit @ 10% . | | |
| 22 | Liquidated damages clause accepted @ 10% | | |
| 23 | Warranty clause accepted. | | |
| 24 | Penalty for use of undue influence clause accepted. | | |
| 25 | Access to book of account clause accepted. | | |
| 26 | Agents/ Agency commission clause accepted. | | |
| 27 | Arbitration clause accepted. | | |
| 28 | Dispute subject to Indian law jurisdiction accepted. | | |
| 29 | Whether the tender is signed by authorized signatory. | | |
| 30 | Return of tender documents with all pages duly signed and stamped. | | |
| 31 | Whether Force Majeure clause included in quotation. | | |
| 32 | Validity of offer as per tender i.e. 180 days from the opening of Technical Bid | | |
| 33 | Acceptance of Pre Dispatch Inspection. | | |
| 34 | Acceptance of Joint Receipt Inspection. | | |

Signature of Authorized person
With name and seal

Note: Please indicate Yes/No clearly against each clause. Offer without this statement filled completely and duly signed and sealed will be rejected.

INDIAN ORDNANCE FACTORIES
VENDOR REGISTRATION REQUEST FORM
(To be filled by Firm)
PART – I ADMINISTRATIVE INFORMATION

1. Name of the company/vendor

.....

2. Address: a) regd. Office:

.....

PIN.....

STD CODEPH No 1:

PH. No.2FAX.....

E.MAIL.....MOBILE.....

(b) WORKS/FACTORY:

.....

PIN.....

STD CODEPH No 1:

PH. No.2FAX.....

E.MAIL.....MOBILE.....

(In case of works at more than one location, a separate sheet to be attached for page 1 only)

3. Address of local branch/branch office /sole selling agent (If any)

.....

.....PIN.....

STD CODEPH No 1:

PH. No.2FAX.....

E-Mail.....Mobile.....

4. Date of incorporation of the company/ commencement of production...

.....

5. Nature of company.....

(Attach relevant copies of incorporation / partnership deed/registration of enterprise)

A. Proprietary

B. Pvt. Limited

C. P.S.U

D. Partnership

6. Category of industry:

(a) Large scale. (Attach relevant registration documents)

(b) Medium scale

(c) Small scale

7. Details of registration with (Attach relevant Copies of Registration Certificate)

A. NSIC/SSI

B. DGS&D

C. DGQA

D. Other defence departments

E. Any other ord. Fys. For different product

8. Name of proprietor /M.D./Partner

Name.....

Address

PIN.....

STD CODEPH No 1:

PH. No.2FAX.....

E.MAIL.....MOBILE.....

9. Nature of business.....

- A. Manufacturing
- B. Sole Selling/Authorized agent
- C. Trader/Dealer/Processor/Repacker

10. Details of current products & services

| Sl. No. | Type | Description | Licensed/installed Range/Capacity | Annual production For preceding two years |
|---------|------|-------------|-----------------------------------|---|
| | | | | |
| | | | | |
| | | | | |

(Attach product literature & leaflet, if available)

11. Details of technical collaborations (foreign or indigenous)

| Sl. No. | Product name & address of Collaborator | Year | Current or not |
|---------|--|------|----------------|
| | | | |
| | | | |

12. Details of major customers along with list of items supplied to individual customer

| Sl. No. | Name & Address | Product Supplied | S.O. no. & date | Date of last Supply | Value |
|---------|----------------|------------------|-----------------|---------------------|-------|
| | | | | | |

Part - ii financial information

13. i. Name of bankers & account nos. And address (with phone no. STD code, pin, fax & e-mail)

- Principal Banker
- Type of Account
- Account No.
- Credit & Overdraft Facility & Limit

- ii.
- Tan Details
 - Tan No.
 - Address of Assessing I.T.O

14. Income tax returns for three years.

15. Valid license for production

- License No.
- Details of Licensing Authority
- Validity Period
- Valid For Products

16. Valid excise registration number

17. Valid state/ vat/ central sales tax registration certificate.

18. Ownership of factory land & building company: owned/rented

(Attach proof of ownership, agreement detailed site plan of layout of premises clearly depicting areas eg. Production area (aprox. Location of plant/machinery Stores, bond room, inspection etc.

Also indicate boundary wall)

- Production Area
- Bond Room Area
- Inspection Room Area
- Storage Area
- Over all Area

19. Indicate annual turnover/sales for last three years and present net worth of the firm & status of orders in hand.

20. Audited balance sheet & profit & loss a/c for last three years and total accumulated losses if any.

21. Value of capital employed

22. Value of current assets (As per balance sheet)

23. Value of current liabilities (As per balance sheet)
24. Details of hypothecation
25. Relevant informations with complete details about sister concerns subsidiaries, if any.
26. Source of finance with borrowing limit and bank guarantee.
27. Whether ever filed or petition for bankcurrupcy or re-organisation?
28. Whether debarred from government contracts/ ordnance factories?
29. Whether terminated for contract non-performance?
30. Whether changed firm's name in last 5 years (if yes details of previous name registration no. & address)

PART – III TECHNICAL

31. Total area of factory premises:

| TOTAL AREA (SQR. MTR.) | COVERED AREA/FLOOR AREA (SQR. MTR.) | BOND SPACE NO. OF ROOMS | SQR. MTR. |
|---------------------------|--|----------------------------|-----------|
|---------------------------|--|----------------------------|-----------|

32. Details of electric power:

- a) Sanctioned
- b) Installed
- C) Stand by Arrangement of Power.....
(Indicate Capacity of Generator)

33. Details of man power employed:

- | | |
|------------------------|---------------------|
| a) Technical | B) Administrative |
| Managerial..... | Managerial..... |
| Supervisory..... | Asstt/Clerical..... |
| Lab. Technicians..... | |
| Labourers Skilled..... | |
| TOTAL..... | TOTAL..... |
- c) Employees with degree qualification in technology/engg.
 - d) Employees with diploma qualification in Engg.
 - e) Employees with ITI diploma in any Engg. Trade

34. a) Details of defence stores for which registration is sought:

| SL. NO. | NOMENCLATURE | SPECN. NO. | PRODUCTION CAPACITY |
|---------|--------------|------------|---------------------|
| | | | |
| | | | |
| | | | |

35. (a) Details of bought out items (component /sub assy/ assy/ processes) from sub contractors:
(Attach copies of agreements, if any)

| SL. NO. | MAIN EQPT | Comp/Assy/Sub Assy/ Processes | Name & address of the SUB CONTRACTOR |
|------------|--------------|----------------------------------|---|
|------------|--------------|----------------------------------|---|

- (b) Details of testing/quality control done by sub-contractors
(Attach copies of agreements where applicable)

| SL. NO. | MAIN EQPT | DETAILS OF TEST | NAME AND ADDRESS OF SUB-CONTRACTOR/LABORATORY | AGREEMENT (IF ANY) |
|------------|--------------|--------------------|--|-----------------------|
|------------|--------------|--------------------|--|-----------------------|

36. Detail of important facilities & infrastructure as per following format:

- (a) Production (Including Heat Treatment, Dies, Jigs & Fixtures, spinning , weaving, wet processing, printing etc. details are to be furnished on type/make of plant, licensed capacity & installed capacity etc.)
- (b) Special Purpose M/C (Like NC, EDM), CAD/CAM, ROBOT etc

| SL. | Description | Make & | qty | date of | appx | percentage |
|-----|-------------|--------|-----|---------|------|------------|
|-----|-------------|--------|-----|---------|------|------------|

(c) Tool Room, Metrology & Test equipments & facilities:

| Sl. No. | Type of Inst, Gauges, Test eqpt | make model | qty | date of purchase calibration for | frequency for calibration | approx cost |
|---------|---------------------------------|------------|-----|----------------------------------|---------------------------|-------------|
|---------|---------------------------------|------------|-----|----------------------------------|---------------------------|-------------|

37. Details of items produced in last 3 years

| Name of Product | year of first mfg. | Production Year | In last 03 years qty supplies to |
|-----------------|--------------------|-----------------|----------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

38. Individual flow process chart of all the items for which registration is reqd. To be furnished attach separate sheet of each item.

39. Basis of estimated production capacity in respect of items for which registration is required.

.....

40. Source of raw material for each of above items:
 (Attach copies of agreement, if any)

| ITEMS | BASIC RAW MATERIAL | SOURCE (INDIGENOUS/ IMPORTED) | AMES OF MAJOR RAW MATERIAL SUPPLIERS |
|-------|--------------------|-------------------------------|--------------------------------------|
|-------|--------------------|-------------------------------|--------------------------------------|

.....
 ...

41. Details of inspection & quality control of facilities:

- A) Lab. Equipment & no. Of trained tech. In lab.
- B) Is the lab. Accredited by N.A.B.L
- C) Valid up to
- D) Type of lab
- E) Assistance from or dependence on any central agency for testing/calibration etc. (furnished details)

.....

42. Is company ISO 9001:2000 certified (if yes give details)

- A. Date of certification
- B. Certifying body
- C. Last audited on
- D. Valid up to

43. Details of R&D facilities available:

.....

44. Future plan if any, in respect of expansion programme / installation of additional machines / facilities & testing equipment etc.:

.....
.....

45. (a) Details of outsourcing of facilities of production or processing from sub contractors:
(Give item wise outsourced facility & attach copies of agreement)

| SL. NO. | MAIN STORE | FACILITY/PROCESS | NAME & ADDRESS OF SUB. CONTRACTOR |
|---------|------------|------------------|-----------------------------------|
| | | | |
| | | | |
| | | | |

(b) Details of capacity of Sub. Contractor In Respect Of Areas of Sub. Contracting:

.....
.....

(c) Details Of Testing /Quality Control Done By Sub. Contractor

| SL. NO. | MAIN STORE | DETAILS OF TESTS | NAME OF SUB. CONTRACTOR |
|---------|------------|------------------|-------------------------|
|---------|------------|------------------|-------------------------|

46. Details of Successfully completed Supply Orders in last 3 years:

| Name of OF | Description of store supplied | Order Qty. | Qty. Supplied | S.O. No. & Date |
|------------|-------------------------------|------------|---------------|-----------------|
| 1 | | | | |
| 2 | | | | |

47 Attach copy of valid pollution clearance certificate from designated statutory authority.

48. Company Brochure / Catalogue and Literature to Be Enclosed

- NOTE:** (I) kindly number or codify the extra sheets & annexures & ensure that documents are linked properly according to sl.nos. In this proforma.
(II) Wherever space is inadequate attach extra sheets with proper linking.
(iii) All sheets of proforma as well as extra sheets & annexures must be signed and stamped by Vendor.

DECLARATION

I/We confirm that the information furnished in Part I, II & III above are correct to the best of my knowledge & belief. In the event of any information given by me/us is found in-correct/false at any time, I/we understand our registration will be cancelled without notice, besides any other appropriate action against me/us.

DATE

SIGNATURE (S)

NAME (S) IN CAPITAL LETTERS

PLACE

THIS SPECIFICATION IS THE PROPERTY OF THE MINISTRY OF SUPPLY AND MUST BE RETURNED TO THE DEPARTMENT FROM WHICH IT WAS ISSUED ON COMPLETION OF A CONTRACT OR ON DEMAND.

THIS SPECIFICATION, or any patterns, Drawings, or other information issued in connection therewith, may ONLY BE USED for specific enquiries, tenders or orders placed by an OFFICER OF THE MINISTRY OF SUPPLY, or ADMIRALITY, or by an OFFICER OF THE GOVERNMENT of one of the BRITISH COMMONWEALTH OF NATIONS. It is not to be used for any other purpose whatsoever WITHOUT THE SANCTION OF THE SUPPLY COUNCIL.

LINKS BELT MK. 1 FOR 30MM ADEN GUN
SPECIFICATION TO GOVERN MANUFACTURE AND INSPECTION
APPROVED 12.4.54
APPROVAL REFERENCE 7 / ARMT / 714

1. The links are to be formed from the steel specified on the drawing issued, and are to be hardened and tempered to give the required D.P.N. Links are to be stamped to identify the manufacture.

2. **Finish**

i. The links are to be rustproofed by a phosphate process, and one coat of stove enamel, to withstand the test detailed in para 3.

ii. The phosphate process must conform to the requirement of specification S.A.603, DEF.29

iii. The enamel may be applied either by spraying or dipping. When the application is by dipping the links are to be centrifuged to remove excess paint. The time of centrifuging must be controlled to give a uniform product.

iv. After the application of the enamel, and the removal of any excess, the links are to be stored for the time and at the temperature stipulated by the paint manufacture..

v. The resulting finish may be eggshell or *glossy*, but must be non-brittle, and free from "runners".

vi. The finish on new production must be checked for performance against corrosion as detailed below, before bulk production may proceed.

vii. Routine tests must also be made weekly during production, to ascertain that the standard of performance against corrosion is being maintained.

3. **Test of performance against corrosion**

Four sample links, which must be representative of the batches concerned, and not specially selected, are to be assembled with empty, uncapped cartridge cases and suspended from glass rods in sink, or similar container, over flat dishes containing water. The ends of links are to be within 2" of the surface of the water. The container should be suitably covered, e.g. by sheet of glass, to protect the samples from air currents, and maintained at room temperature (50°F - 70°F). The links are then to be sprayed with a solution of 3% Sodium chloride in distilled water for 5 minutes, 3 times a day at intervals of four hours throughout four days.

The spraying shall be done in such a way as to coat the surface with small individual droplets and must not be so heavy as to make the droplets coalesce

At the end of the four days the links are to be examined for corrosion attack. The links should not be rust pitted but it is permissible for 20% of the whole surface to be covered with light rust which should be removed by wiping.

4. **Batching**

The links are to be submitted for inspection in batches in the completely finished condition.

All the links in a batch must be heat treated under identical conditions and a record of the temperature and soaking period **out** of heat treatment must be maintained for the Inspector's information if required.

All the links in a batch are to be produced from strip of one cast of steel.

5. **Mechanical Requirements**

Lateral pull test : All links are to be subjected to the stipulated lateral pull test of 500 lbs.

Flexibility Test: For every 1000 links produced , samples fully representative of production are to be taken from a batch of accepted links and subjected to the flexibility tests specified on the drawing. Should the links fail to perform all these tests satisfactorily, every link in the batch is to be re-inspected and further batches of links are to be subjected to the flexibility tests. Every effort is to be made to ascertain the cause so that rectification at sources can be effected.

6. **Firing tests**:

- i. A preparation of links as shown at (ii) and (iii) below is to be subjected to firing tests.
- ii. The production of links at any new source of manufacture is not to proceed until approval is given by the inspector consequent on a satisfactory firing test . For this test 100 links will be selected by the inspector from the first batch produced and forwarded by the contractor for firing test in accordance with current instructions issued in connection with these tests . The links are fully representative of bulk supply and must have successfully passed all gauging and testing operations.
- iii. Routine firing tests must also be made weekly during production . For this test, 50 links from each week's production must be selected by the inspector and forwarded by the contractor for the routine firing test .

Failure to pass the routine firing test will necessitate double reproof of the week's production , further failure will result in the rejection of the quantity concerned for reinspections.

7. **Packing**

The links are to be packed to meet the requirement of the contract.

IMPORTANT

Where Lot numbering is applicable , the following must be rigidly adhered to , in order to avoid duplication .

The first Lot produced in each calender year by each maker shall be Lot number 1, thereafter Lots shall be numbered consecutively.

Lot numberes , for stores produced in the same calender year in respect of subsequent contract , shall continue in sequence from the point at which Lot numbers for the previous contractt end.3.5701.

**AMENDMENT TO
SPECIFICATION AIR . 905**

Links Belt MK. 1 for 30 mm Aden Gun

| Authority Letter | | Amendmen |
|---|--|--|
| Appl. X / 13 A 2 . 8 . 55 19 . 11 . 56 SDM L/166 | <u>DELETE</u> <u>INSERT</u> | ALL reference to "Specn. AIR SA . 603". Specification DEF . 29". |