



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 item, for the following items:-

Tender Notice No. & Date	ITEM	QTY	EMD
ORDFYS/OFK/DAVP/ 03/15-16/VII/PV/ GLOBAL-37 Dt: 01/09/2015.	ARMOUR PIERCING INCENDIARY BULLET B 32 ASSY. DRAWING TO DRG. NO.57-B 3561C.010C B DC 33882-A DT.16-1-86 TECHNICAL REQUIREMENTS AS PER SPECN. NO.7E10.000Ty AND 57 B 3-561C-000Ty End Use: For Cartg. 14.5mm AP/I & APIT.	126194 Nos. + 50 % option Clause	Rs. 8,04,000 (Rs. Eight lakh four thousand only) / Or USD 12,182.00 (USD Twelve thousand one hundred Eighty two only)

Last date for receiving request for issue of tenders	15/10/2015 17:00 Hrs.
Last Date & Time for receiving filled tenders	16/10/2015 13:00 Hrs.
Due Date & Time for opening of tenders (Technical Bid only)	16/10/2015 14:30 Hrs.

TERMS & CONDITIONS

1. This Tender Enquiry is meant for "**Regular Requirement**" purpose hence, established supplier of above item can also be applied. This tender is a Two Bid tender-Technical Bid & Price Bid separately to be submitted.
2. Prospective bidders should be experienced in the manufacturing of similar item(s) and possess adequate infrastructure and financial capability for the tendered item(s). They should fulfill necessary statutory requirements of Central/State Government and **should have explosive handling certificate.**
3. Inspection Officer: The General Manager, Ordnance Factory Khamaria, Jabalpur or his authorized representative.
4. Place of inspection: Pre-despatch inspection at firm's premises by our representatives and final inspection at Ordnance Factory Khamaria.
 ASHP for end use: CQA (A) Kirkee,
 AHSP for Material: CQA (Met) Ichapur for Metals and CQA (ME) Kirkee for non-Metals, on receipt in India
 Inspecting Authority: GM/O F Khamaria or his authorized rep.
5. All correspondence should be addressed to The General Manager, Ordnance Factory Khamaria, Jabalpur (Madhya Pradesh), and PIN – 482005.
6. Specifications have been attached with this tender.
7. For any query about specification/inspection procedure/proof test schedule, please contact on Phone No. 0761 274 2419 or 0761 274 3311.
8. The cost of tender documents is Rs 500/- (Rs. Five Hundred Only) or USD 9 (USD 9) and is to be paid in the form of Demand Draft/P.O. drawn in favor 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 General Manager, Ordnance Factory Khamaria reserves the right to place order on more than one firms, if required for Regular Requirement 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 All the firms should desist from forming cartel as the practice is prohibited under section 3(3) (a) & (d) of the Competition Act 2002.
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. ***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.
16. Terms of Payment :-
 - a. **For domestic suppliers:** – 100 % in 30 days of receipt of stores and acceptance in final inspection at Ordnance Factory Khamaria.
 - b. **For Overseas 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 bill of lading + three non-negotiable bill of lading.
 - 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. State Bank of India or its authorized Bank will establish letter of credit only for 3 months. Supplier to intimate likely date of readiness one month in advance, L.C. shall be opened only after receipt of this information along with 10% PBG of order value.

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

- i. The supply required should be of current production with year of manufacture and Lot No. and quantity in each lot and its shelf life.
- ii. Details of Firing/ Proof Test Report-Lot wise.
- iii. Test Certificate- Physical test report including evidence of other specified / dynamic testing.
- iv. Details of Weight of Bullet
- v. Details of Composition filled and its Chemical Analysis Report / Certificate along with its percentage.
- vi. Quality Assurance Documents (QAD) reports including Lot No. with quantity against each Lot.
- vii. Certificate of conformance to the specification as per test carried out by OEM.
- viii. Firm Guarantee/Warranty Certificates.
- ix. Certificate of origin.
- x. Lot-wise and quantity-wise details of each lot to be clearly endorsed both on the wooden Boxes/Packages for identification of Lot No. and quantity of item.
- xi. Packing details with Lot No. with quantity, No. of wooden boxes/packages pertaining to each lot with its quantity and total No. of wooden boxes /packages with quantity.
- xii. Lot No. & quantity mentioned to be identical in all documents i.e. in QAD, Packing List etc..
- xiii. Any other information required by inspector to be provided by firm.
- xiv. 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.
- xv. The supplier has to confirm/certify that, the goods to be delivered shall be fresh and will be manufactured after the date of opening of present Global Tender Enquiry.

18. The firm should submit the source of supply along with detailed quality plan.

19. 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.

20. 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.

21. The overseas bidder has to confirm in their technical bid that Export License, if required, would be arranged by the bidder himself.

22. **Warranty:** The supplier should provide Warranty for the items for a period of 18 months from the date of despatch or 12 months from the date of acceptance whichever is later.

23. **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. (Procedure of inspection will be as per appendix-I as furnished in technical specification No. 57 Б 3-561C-000Ty. up loaded with these tender documents.

24. **Pre-Despatch Inspection:** The following Pre-Despatch Inspection clause will form part of the contract placed on successful bidder.

- (a) The Buyer's representatives will carry out Pre Despatch 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 born by the Buyer.
- (g) The Seller shall provide Acceptance Test Procedure to the Buyer within one (1) month from the signing of the contract.

25. 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.
 - (iii) Check proof and firing, if required. (Place of firing will be intimated by purchaser)
- (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 despatch of goods to the Buyer for obtaining the necessary security clearance in accordance with the rules applicable in the Buyers 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 performing the JRI as mentioned above for reasons exclusively attributed to him, the JRI in India shall be deemed to have performed and the stores/equipment fully accepted.

26. 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.
27. **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.
28. **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.
29. **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."
30. **Packing** - The stores should be securely packed to avoid loss or damage *during transit so that it reaches the consignee in good condition*. The packing and forwarding charges should be borne by the manufacturer/contractor.
31. **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.
32. **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.
33. **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).

34. **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.

35. **Non-disclosure of specifications/contract documents etc.**: Except with the written consent of the Buyer, the Seller shall not disclose the contract or any provision, specifications, plan, drawing, pattern, sample or information hereof, to any person, other than a person employed by the seller for executing the contract.

36. **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 alongwith 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. Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 8,04,000/-** or **USD 12182.00** 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 "The 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. Confirmation to supply as per **delivery period** mentioned below –
Full qty. Within 06 Months after placements of order.

- xi. 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.
 - xii. Acceptance of Liquidated Damages clause, Warranty Clause, Penalty for use of undue influence clause, Access to Book of accounts clause, Agents/ Agency commission clause.
 - xiii. **Compliance Statement, duly filled in applications without this Compliance Statement duly filled and signed will be summarily rejected.**
- b) **Price Bid** – The Price Bid should indicate only the price of the tendered items.
- (i) The price bid should not contain any other terms and conditions.
 - (ii) Quoted price should be in words and figure. Any discrepancy between words and figures, the price in words shall prevail.
 - (iii) The price quoted should be firm and fixed.
 - (iv) The price quoted should be as per the tendered accounting unit. If different unit is inescapable, the conversion formula should be indicated.
 - (v) The price should be quoted giving break-up as
 - (vi) Basic Rate both in figure and words.
 - (vii) Customs Duty with surcharge, if any
 - ▶ Excise Duty with surcharge, if any
 - ▶ Sales Tax/VAT, if any
 - ▶ Packing charges, if applicable extra
 - ▶ Forwarding charges, if applicable extra
 - ▶ Any other charges
 - ▶ Total Price
 - ▶ The price should be quoted on CIF- Indian port/ Airport basis only or OFK basis in case of Indian firm

37. 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.

OR

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

(i) **General**

1. If Bidder desires to ask for excise duty or Sales Tax / VAT extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
2. If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.
3. If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.
4. 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 him up to the limit of exemption, which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
5. Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within Supply Order terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any 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.

(ii) Excise Duty.

1. 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.
2. 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.
3. The Seller is also required to furnish to the Paying Authority the following certificates:
 - (a) 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.
 - (b) 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) 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.
 - (d) 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.
4. 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.

(iii) Sales Tax / VAT

1. 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.
2. 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.

(iv) Octroi Duty & Local Taxes

1. 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.
2. 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.

38. Incase 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.

39. Quotations without above details, Registration fee/ EMD, Tender fee are liable to be rejected.

40. Evaluation Criteria & Price Bid issues.

41.1 **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. In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the items as mentioned in the TENDER ENQUIRY NOTICE. The compliance of Technical Bids would be determined on the basis of the parameters specified in the TENDER ENQUIRY NOTICE. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
- c. 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:
 - 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.
 - ii) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed;
 - iii) In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.
- d. In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.
- e. Sales tax and other local levies, i.e. Octroi, entry tax etc would be ignored in case of indigenous Bidders.
- f. The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entailed after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT duty up to any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption, which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty, which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

- g. 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.

41.2 **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:

- a. **Basic cost of the item/items:** Item Unit price Qty Total
 - i. A
 - ii. B
 - iii. C
 - iv. Total of Basic Price
- b. Technical literature
- c. **Is Excise Duty extra?**
- d. If yes, mention the following –
 - i. Total value of item 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:
- e. **Is Excise Duty Exemption (EDE) required:**
- f. If yes, then mention and enclose the following:
- g. Excise notification number under which EDE can be given:
- h. **Is VAT extra?**
- i. If yes, then mention the following:
 - i. Total value on which VAT is leviable:
 - ii. Rate of VAT:
 - iii. Total value of VAT leviable:
- j. **Is Service Tax extra?**
- k. 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:
- l. **Is Custom Duty Exemption (CDE) required:**
- m. 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 Customs Duty payable:
 - iv. Total amount of Customs Duty payable:
- n. Octroi / Entry taxes:
- o. Any other Taxes / Duties / Overheads / Other costs:
- p. Grand Total:

42. Quotations without above details, Tender fee are liable to be rejected.

43. 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.

44. 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.
45. 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.
46. 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.
47. 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.
48. Conditional offers will not be accepted.
49. Quotations sent by fax will not be considered.
50. **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.
51. 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.
52. 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.
53. 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.
54. Rejected material will be sent at risk & cost of supplier.
55. 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.
56. Sl. No. 15,16,17,22,23,24,25,26,27,28,29,30,31,32,33,34,35,37& 50 will be part of the supply order Terms and conditions.

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

Compliance Statement

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	EMD 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 price is 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 CIF- Indian Port/Airport basis		
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.		
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		
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.