

**TENDER ENQUIRY FORMAT**  
**(Ordnance Clothing Factory, Shahjahanpur, UP-242001 INDIA)**  
**Invitation of Bids for Supply of Fabric Nylon 75 Gsm White PU Coated 152cms (Minimum)**

**Tender Enquiry No: 2014000358**

**Dated:29.01.2015**

1. Bids in sealed cover are invited for supply of items listed in Part III of this Tender. Please superscribe the above mentioned Title, TE number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this TE are given below -
  - a. Bids/queries to be addressed to: **GM OCF SHAHJAHANPUR.**
  - b. Postal address for sending the Bids: **The General Manager  
Ordnance Clothing Factory  
Shahjahanpur UP 242001 INDIA**
  - c. Name/designation of the contact personnel: **JT.GM/MM**
  - d. Telephone numbers of the contact person: **05842-223416, 223704**
  - e. e-mail ids of contact personnel: **ocfs.ofb@nic.in**
  - f. Fax number: **05842-223328**
3. This TE is divided into five Parts as follows:
  - a. Part I - Contains *General Information and Instructions* for the Bidders about the TE such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
  - b. Part II - Contains *essential details of the items/services required*, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
  - c. Part III - Contains *Standard Conditions of TE*, which will form part of the Contract with the successful Bidder.
  - d. Part IV - Contains *Special Conditions* applicable to this TE and which will also form part of the contract with the successful Bidder.
  - e. Part V - Contains *Evaluation Criteria and Format for Price Bids*.
4. This TE is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the TE, should it become necessary at any stage.

**For & on behalf of the President of India**

## Part I - General information

1. **Last date and time for depositing the Bids: 14:30 hrs on 03.03.15**

(Date to be mentioned in terms of DD MM YEAR)

The sealed Bids (both technical and Commercial, in case two bids are called for) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked as **TENDER BOX(Provision)** or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

3. **Time and date for opening of Bids: 15:00 hrs on 03.03.15**

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. **Location of the Tender Box: OCF Shahjahanpur Main Gate**

Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

5. **Place of opening of the Bids: OCF Shahjahanpur (Through computer in case of e procurement)**

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. **Two-Bid system:** In case of the Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.

7. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

8. **Clarification regarding contents of the TE:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

9. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result

in Bidder's forfeiture of bid security.

10. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

12. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

13. **Validity of Bids:** The Bids should remain valid till date as mentioned in the TE Schedule from the last date of submission of the Bids.

14. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount as mentioned in the TE Schedule along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque 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 30<sup>th</sup> 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. 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.

## **Part II - Essential Details of Items/Services required**

1. **Schedule of Requirements** - List of items / services required is as follows:

Name/Type of item/services/description of stores Qty required

2. **Technical Details:**

- (a) Specifications/drawings, as applicable
- (b) Technical details with technical parameters
- (c) Requirement of training/on-job training
- (d) Requirement of installation/commissioning
- (e) Requirement of Factory Acceptance Trials
- (f) Requirement of Technical documentation
- (g) Nature of assistance required after completion of warranty
- (h) Requirement of pre-site/equipment inspection
- (i) Any other details, as considered necessary

3. **Two-Bid System:** In respect of Two-bid system, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid -

Para of TE specifications item-wise	Specification of item offered	Compliance to TE specification - whether Yes / No	In case of noncompliance, deviation from TE to be specified in unambiguous terms

4. **Delivery Period:** Delivery period for supply of items would be **One Month+100000 Meter Per Two Months** from the effective date of contract. 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.

5. **Consignee details :** **The General Manager,**  
**Ordnance Clothing Factory**  
**Shahjahanpur UP**

&

**The General Manager,**  
**Ordnance Parachute Factory**  
**Kanpur UP**

6. This TE is being issued with no financial commitment and Buyer reserves the right to change or vary at part thereof at any stage. Buyer also reserves the right to withdraw this TE, should it become necessary at any stage.

7. In case of e-Tenders i.e. Tenders through e-Procurement, wherever manual submission is written in this Tender Document, the same should be read as Electronic Submission and treated accordingly until and unless stated otherwise.

8. SSI Units registered with NSIC under single point registration scheme are exempted from Tender Fee & EMD. Firms who are registered with OCFS/Sister Ordnance Factories/DGS&D/concern Departments or Ministries of the Government of India are exempted for the payment of EMD. Firm claiming exemption for Tender Fee & EMD must submit copy of relevant registration certificate. If firm claiming exemption for Tender fee & EMD does not submit relevant registration certificate, the offer of the firm will be ignored.

9. When a consignment is sentenced rejected, a letter of intimation will be issued by the factory to the firm giving 15 days' time to lift the rejected material. In case rejected consignment is not lifted from the factory with in specified time, a ground rent will be charged @ 2% of the value of the material as per purchase order rate per week or part thereof.

10. Firm has to submit all tender schedules and documents, instructions, special instructions, additional instructions & annexures duly signed & stamped otherwise their offer may be ignored.

11. Firm's must quote only one rate for quoted quantity and quoted quantity should not be less than 50% of tender quantity, Slab rates for different quantities will not be acceptable and offer of firm's quoting in different slab rates will not be considered and their offer will become invalid.
12. Firm is requested to fill up each column. Firms are required to quote their rate with break-up as above i.e. Basic Price, Excise Duty, Additional Excise Sale Tax/Trade Tax/CST/VAT and Cess etc. failing which offer are liable to be ignored.
13. Firm should quote the rate F.O.R. O.C.F. Shahjahanpur and O.P.F. Kanpur failing which the quotation is likely to be ignored.
14. Discount offered with conditions should be indicated clearly.
15. In case firm does not pay E.D., the same is to be explicitly mentioned.
16. Excise Duty as actually paid will be reimbursed only on production of original invoice intended for buyers or other documents as per prescribed rules.
17. Firm's declaration regarding Excise Duty: We the bidder hereby declare that "No manipulation on Excise Duty is made by the firm for the supplies to Ordnance Factories and in case we initially hide the Govt. levies which are subsequently payable by the firm, then the firm shall be solely and wholly responsible for any damages thereof.
18. Firm has to declare clearly if in his quotation Whether ED is exempted or ED is included. In case ED is included, then firm has to submit **excise gate pass** along with supplies.
19. MODVAT Clause: Amount of MODVAT benefit available to the Firm is to be passed on to the purchaser. The Firm must mention the exact amount under MODVAT which will be passed on to the purchaser.
20. Firms are requested to quote their rate as per the nomenclature/specification and F.O.R. O.C.F. Shahjahanpur and O.P.F. Kanpur.
21. Confirmation for acceptance of part quantity may also be given. Otherwise it will be assumed that you are ready to accept part qty.
22. Central Public Sector Enterprises may be granted purchase preference as per extant rules and instruction of Govt. of India. Any central PSU who wishes to avail the facility of purchase preference is required to enclose a copy of latest instruction from Government of India in support of their claim.
23. Firm trade mark in abbreviated form in smallest possible letter to be printed on the uncoated side of the fabric along selvedge at an interval of one metre. The height of letter should not exceed 8 mm. Dark /Bright colour to be avoided.
24. For new Firms, who are quoting for the first time against open tender the firms will have to apply for registration at OCFS and intimate the details along with quotation then only their quotation will be considered for placement of orders.
25. Warranty for the contracted stores in case of Fabrics will also cover deficiency in width as well as quantity i.e. whether in Kgs or Mtrs for which Firm will be responsible.

26. The contractor shall be bound to execute the earlier order (s) if any placed on them for the same item before commencing supplies against contract arising out of this tender and any supplies offered by the contractor shall be deemed to be supplied against the earlier orders till their earlier orders are fully satisfied.
27. JURISDICTION OF COURT: The Civil Court at Shahjahanpur shall only have Jurisdiction to try all civil suits, legal proceedings arising out of or in any way touching or concerning this agreement.
28. Form "C" or "D" will not be issued.
29. Place of inspection will be at F.O.R. O.C.F. Shahjahanpur and O.P.F. Kanpur premises.
30. Inspecting Officer - The General Manager, F.O.R. O.C.F. Shahjahanpur and O.P.F. Kanpur or His authorised representative.
31. Advance Sample Clause: The firm who have not supplied this stores during the last three years should get advance sample, one full cone in cases of Yarn and three of meters of Fabric in full width in cases of Fabric, approved by the inspecting officer prior to commencement of bulk manufacture.
32. Documents to be submitted along with offering challan (in triplicate)  
(a) Challan (b) Pre-inspection Certificate  
(c) Guarantee/Warranty Certificate (d) Test Report
33. G.M. reserves the right to change the inspection agency to suit convenience of the factory and in the interest of state.

### **Part III - Standard Conditions of TE**

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **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-33 and OFBPM-34 (Available in OFB website and can be provided on request).
4. **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 offence 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.

5. **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.

6. **Access to Books 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.

7. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

9. **Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) The delivery of the material is delayed beyond delivery period.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (d) As per decision of the Arbitration Tribunal.

10. **Notices:** Any notice required or permitted by the contract 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.

11. **Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights:** The prices stated in the present Contract 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.

13. **Amendments:** No provision of present Contract 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 Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **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 respect of Indigenous bidders :**

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 upto 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 contract 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) **Customs Duty:**

1. 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 of 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 Licences, 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.....

2. 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.

3. 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.

iii) **Excise Duty:**

1. Where the excise duty is payable on advalorem basis, the Bidder should

submit along with the tender, the relevant form and the Manufacturer's price list showing the actual 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 the 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.

iv) **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.

v) **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.

## **15. Cartel Formation**

- i. All the firms should desist from forming cartel as the practice is prohibited under Section 3(3)(a) & (d) of the Competition Act 2002.
- ii. Firms are expected to quote for full quantity or part thereof but not less than 50% of tendered quantity. Offers for quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected if CARTEL Formation is suspected. The management, reserves the right to order any quantity on one or more firms.
- iii. Wherever 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 of a pre-determined ranking of the firms decided through vendor rating as per the SOP for capacity verification (under 'PARA 24').
- iv. In case of source development tender (where past - performance-based vendor rating is not available), the marks scored by the firm in Appendix II of QCS Letter No. 108/TIR/TS/QCS dated 13.09.2005 during capacity verification by the team of officers shall be the basis of Ranking.
- v. The purchaser reserves the right to place order on two firms: in such cases tender quantity will be distributed between Rank 1(R1) and rank 2(R2) firms in the ratio 60:40 respectively.
- vi. The purchaser also 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.
- vii. 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.

viii. An undertaking from the new firms that they will not be part of a cartel with other vendors and will quote competitive rates in the tenders; otherwise would face expulsion from the list of vendor's will be taken while approving the new firms for participation against source development tender.

ix Orders will be placed on two firms viz. L1 and L2 firms in the ratio of 60% quantity on L1 and 40% on L2 after acceptance of L1 price by the L2 firm. In case of cartel formation, the distribution may similar but rankings r1 and r2 (in place of L1 and L2) will be decided as per vendor rating indices of the firms.

#### **Part IV - Special Conditions of RFP**

The Bidder is required to give confirmation of their acceptance of Special Conditions of the TEmentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee:**

a. **Indigenous cases:** The Bidder will be required to furnish a Performance Guarantee by way of 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 contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form OFBPM-3 (Available in MoD website and can be provided on request).

b. **Foreign cases:** The Seller will be required to furnish a Performance Guarantee by way of a Bank Guarantee from Seller's Bank through an internationally recognised first class Bank in favour of the Government of India, Ministry of Defence to be confirmed by public sector bank or a private sector bank authorized to undertake government transactions (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) equal to 10(five percent) of the total value of this contract 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 contract 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 contract 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 contract are not fulfilled by the Seller. The specimen of PBG is given in Form OFBPM-3 (Available in OFB website and can be provided on request).

2. **Option Clause:** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity (if otherwise not stated) in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items (if otherwise not stated) 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 is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

4. **Tolerance Clause :** To take care of any change in the requirement during the period starting from

issue of RFP till placement of the contract, Buyer reserves the right to \_\_\_% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

5. **Payment Terms for Indigenous Sellers:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form OFBPM-23A (Available in OFB website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:

**100% Payment against Inspection Notes and after the stores have been properly checked and accounted for.**

6. **Advance Payments:** No advance payment(s) will be made.

7. **Paying Authority:**

a. Indigenous Sellers: (Name and address, contact details). The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

- i. Ink-signed copy of contingent bill / Seller's bill.
- ii. Ink-signed copy of Commercial invoice / Seller's bill.
- iii. Copy of Supply Order/Contract with U.O. Number and date of IFA's concurrence, where required under delegation of powers.
- iv. CRVs in duplicate.
- v. Inspection note.
- vi. 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.
- vii. Exemption certificate for Excise duty / Customs duty, if applicable.
- viii. Bank guarantee for advance, if any.
- ix. Guarantee / Warranty certificate.
- x. Performance Bank guarantee / Indemnity bond where applicable.
- xi. DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- xii. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).

xiii. Any other document / certificate that may be provided for in the Supply Order / Contract.

xiv. User Acceptance.

xv. Xerox copy of PBG.

(Note - From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

8. **Fall clause** : The following Fall clause will form part of the contract placed on successful Bidder

a. The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

b. If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to:--

i. Exports by the Seller.

ii. Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.

iii. Sale of goods such as drugs which have expiry dates.

iv. Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

c. The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract - "We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all

supply orders placed during the currency of the the price charged to the government under the contract Rate Contract at price lower than except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below -.....".

9. **Force Majeure clause :**

This clause is not applicable

10. **Specification:** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of TE 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 upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation 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 alongwith necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within (30) days of affecting such upgradation/alterations.

12. **OEM Certificate:** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

13. **Export License:** The Bidders are 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.

14. **Earliest Acceptable Year of Manufacture:** \_\_\_\_\_ Quality / Life certificate will need to be enclosed with the Bill.

15. **Transportation:** The following Transportation clause will form part of the contract placed on successful Bidder -

Store be suitably packed and delivered free to factory. The purchaser will not pay separately for transit insurance and the supplier will be responsible until the entire stores, contracted for, arrive in good condition at destination. In case the contractor chooses to insure the goods, he should notify the consignee in writing while forwarding the dispatch documents.

16. **Packing and Marking:** The following Packing and Marking clause will form part of the contract placed on successful Bidder -

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, tool 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
- iv. 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 inscriptions: <Top>, "Do not turn over", category of cargo etc.

g. Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from the damage of deterioration during transportation by land, air or sea. In this case the Buyer shall finalize the marking with the Seller.

17. **Quality:** The quality of the stores delivered according to the present Contract 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 Contract shall be new i.e. not manufactured before (Year of Contract), 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 interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

18. **Quality Assurance:** Seller would provide the Standard Acceptance Test Procedure (ATP) within \_ month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

19. **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."

20. **Claims:** The following Claims clause will form part of the contract placed on successful Bidder -

a. 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.

b. 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 OFBPM-32 (Available in OFB website and can be given on request).

c. 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 OFB website and can be given on request).

d. 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 claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

e. The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

f. 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 Principal Controller/Controller of Defence Accounts concerned.

g. The quality claims will be raised solely by the Buyer and without any

certification/countersignature by the Seller's representative stationed in India.

21. **Warranty :**

- a. The following Warranty will form part of the contract placed on the successful bidder
  - i. Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification & particulars contained/mentioned in contract. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 12 months from the date of delivery of the said goods stores/articles to the Buyer or 15 months from the date of shipment/dispatch from the Seller's works whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 12/15 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.
  - ii. Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.
  - iii. Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter may undertake the balance of the lifetime requirements.
  - iv. Warranty to the affect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.

**Part V - Evaluation Criteria & Price Bid issues**

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 equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. 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 -

1. In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.

2. In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.

3. Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.

d. 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 upto 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.

e. 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.

f. 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.

g. 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.

h. Any other criteria as applicable to suit a particular case.

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. Accessories
- c. Installation / Commissioning charges
- d. Training
- e. Technical literature
- f. Tools
- g. AMC with spares
- h. AMC without spares i.  
Any other item
- j. Is Excise Duty extra ?
- k. 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:
- l. Is Excise Duty Exemption (EDE) required:
- m. If yes, then mention and enclose the following:
  - i. Excise notification number under which EDE can be given:
- n. Is VAT extra?
- o. If yes, then mention the following:
  - i. Total value on which VAT is leviable:
  - ii. Rate of VAT:
  - iii. Total value of VAT leviable:
- p. Is Service Tax extra?
- q. 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:
- r. Is Custom Duty Exemption (CDE) required:
- s. 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:
- t. Octroi / Entry taxes:

- u. Any other Taxes / Duties / Overheads / Other costs:
- v. Grand Total:

**Part VI - Compliance Statement**

The tenderer should file in the compliance statement [OFBPM-6].

**COMPLIANCE STATEMENT**

Clause no.	Commercial and General Terms	Compliance to TE specification (Y/N)	If not complied, specify deviations
1	EMD submitted. Details of EMD i.e. Demand Draft/ FDR/ BG no. & date, validity and Banker's name furnished in quotation.		
2	Price mentioned both in words and figure.		
3	Price are quoted showing Basic Price and Taxes/Duties separately.		
4	All inclusive price is quoted separately.		
5	Installation/commissioning/Freight/ Packing charges, if any		
6	Prices quoted in Rupees/ Foreign Exchange.		
7	Price Variation Clause to be accepted		
8	Delivery & Prices on F.O.R basis.		
9	Whether Price quoted with PV clause.	Not Applicable	
10	Whether the offered store is as per specifications mentioned in TE.		
11	Whether samples submitted as per TE requirement.		
12	Inspection at Factory/ At firm's premises.		
13	Delivery as per Delivery Period mentioned in TE.		
14	Payment Terms of the TE acceptable.		
15	Agreed for option clause as mentioned in TE.		

Clause no.	Commercial and General Terms	Compliance to TE specification (Y/N)	If not complied, specify deviations
16	Guarantee/warranty clause accepted.		
17	Agreed for Submission of Security Deposit/ Performance Security Deposit.		
18	Liquidated Damages clause accepted.		
19	Arbitration Clause accepted.		
20	Dispute subject to Shahjahanpur Jurisdiction accepted.		
21	Whether the tender is signed by authorized signatory.		
22	Return of Tender documents with all pages duly signed and stamped.		
23	Whether Force Majeure clause included in quotation?	Not Applicable	
24	Validity of offer-As per TE		

Signature of Authorised Person With seal

N.B: (i) Please indicate YES/NO clearly. Also furnish details wherever required. Please note that the offer deviating from Tender Terms and Conditions likely to be ignored.

(ii) The offer must be accompanied by duly filled in compliance statement; otherwise the offer is likely to be ignored.

**PART VII**  
**INSTRUCTIONS TO TENDERER**

Return of paper particulars-Copies of particulars supplied to the trade firms in connection with the tender enquiry/contract remain the property of the Government of India and shall be returned to the indenting factory/inspecting officer immediately after submission of quotation or on completion/cancellation of contract/order. No claim for refund of money paid for those particulars will be entertained.

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.

Warranty- The stores supplied against the Order resultant to this enquiry shall be deemed to have been warranted against defective workmanship and material by the contractor for a period of 12 months from the date of receipt of stores at consignee's end and if during this period any of the stores is found so defective the same shall be replaced by the contractor free of any charge at the consignee depot as soon as possible.

Advance Sample - Successful tenderers are required to submit Nos. of unpainted acceptable advance sample of the stores manufactured out of the approved material to the Inspecting Officer within 21 days of the receipt of the Contract for approval before commencing bulk manufacture in case advance sample is not submitted within the specified time of the sample so submitted is found unacceptable the contract is liable to be cancelled at the risk and cost of the contractor.

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.

Rectification of defects- In the event of store is given back to the manufacturer for rectification of defects, the manufacturer will ensure that the defects are attended to immediately without loss of time so that store can be re-inspected. However, it should be noted that the manufacturer will not be entitled to dispose of the store which is given for rectification but not rejected without permission of the Inspector.

I.T.C.C. - Any tender not accompanied with the latest Income-Tax clearance Certificate and permanent Income-Tax Number will not be considered. This has since been amended as only PAN will be sufficient.

You are advised in your own interest to submit stores for inspection at least two weeks before the expiry of the delivery period stipulated in order to ensure inspection and release of inspection note in time, to enable you to deliver the stores by the due date. Your failure to submit the stores for inspection by the period recommended will not by itself be a ground for refusal to receive the stores by the inspector for inspection, if tender before the expiry of the stipulated delivery period but any delay in delivery of stores, on account of such failure, on your part, tendered by the period



recommended any delay in inspection or release of inspection notes, resulting in delay in delivery beyond the stipulated delivery period, would ordinarily be condoned, provided such delay on the part of the inspector is established as the sole and direct cause of your failure to delivery the by the due date. The quotation should be submitted in duplicate. Any deviation in stores from tender specification should be clearly highlighted. Tender should be submitted in one enclosed envelope which should be used as inner cover. \*\* I/We accept the above conditions in full.

(Signature of tenderer with date)



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. PROPRIETORY
  - 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 CODE .....PH No 1: .....  
 PH. No.2 .....FAX.....  
 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 ALONGWITH 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 LAY OUT 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 BANKCURREPUCY 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.)	NO. OF ROOMS	BOND SPACE SQR. MTR.
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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.....	
<b>TOTAL.....</b>	<b>TOTAL.....</b>

- 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
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(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	(IF ANY)
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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. NO.	DESCRIPTION OF M/C & DEPRECIATION	MAKE & MODEL	QTY	DATE OF PURCHASE	APPX COST
---------	-----------------------------------	--------------	-----	------------------	-----------

(c) TOOL ROOM, METROLOGY & TEST EQUIPMENTS & FACILITIES:

SL. APPROX NO. COST	TYPE OF INST, GAUGES, TEST EQPT CALIBRATION	MAKE MODEL	QTY	DATE OF PURCHASE CALIBRATION **	FREQUENCY FOR
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37. DETAILS OF ITEMS PRODUCED IN LAST 3 YEARS

NAME OF PRODUCT	YEAR OF FIRST MFG.	PRODUCTION YEAR	QTY.	IN LAST 03 YEARS	SUPPLIES
-----------------	--------------------	-----------------	------	------------------	----------

.....  
 .....  
 .....  
 .....

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 MAJOR SUPPLIERS	BASIC RAW MATERIAL	SOURCE ( INDIGENOUS/ IMPORTED )	NAMES OF RAW MATERIAL
.....	.....	.....	.....
.....	.....	.....	.....

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 NAME & ADDRESS STORE	FACILITY/PROCESS	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.
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46. ATTACH COPY OF VALID POLLUTION CLEARANCE CERTIFICATE FROM DESIGNATED STATUTORY AUTHORITY.

47. 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**