

General Information and Instruction for Bidders

1.1. Bidders shall be solely responsible for ensuring timely submission of their sealed Bids (*and their related documents*) by the specified date & time, and in the manner prescribed in the TE. If due to any exigency, the due date for Tender opening is declared as a closed holiday, the Tender opening will be held on the next working day at the same time *or* on any other day/time, as intimated by the Buyer. Should it so become necessary for the Buyer to extend the Tender opening date, such extended date shall be duly intimated/ notified. In e-Procurement, the tenders shall be opened online.

1.2. Bids (*including the related financial instruments, etc.*) received with a lower validity than that specified in the TE shall can be treated as invalid and summarily rejected. The prescribed validity for financial instruments is given in subsequent Parts of the TE. Bids should necessarily remain valid for 120 days from the specified last date for Bid submission

1.3. The Bidder is required to attach **QUALITY ASSURANCE PLAN (QAP)** along with TECHNICAL BID failing which their offer is liable to be ignored.

1.4 a. **Tender Fee:**

The Bidder is required to submit , along with their bids, Tender Fee of as mentioned in TE Annexure-1. Submission of Tender Fee is an essential requirement to be fulfilled by the Bidder. Bids not accompanied by the prescribed Tender Fee shall be treated as invalid Bids. Micro and Small Enterprises registered with National Small Industries Corporation (*NSIC*) are exempted from submission of Tender Fee. However bidder seeking exemption from submission of Tender Fee based on their registration with National Small Industries Corporation (*NSIC*), shall be responsible for enclosing/uploading neat & legible copies of the requisite documents in support of his claim for exemption. The registration shall be valid as on the prescribed Tender opening date. Bids not accompanied by requisite valid supporting documents as on the Tender opening date, *and/ or* accompanied by illegible copies of supporting documents shall be treated as invalid Bids and rejected.

1.4. b. **Earnest Money Deposit:**

- a. Bidders are required to submit, along with their bids, Earnest Money Deposit (*EMD*). Submission of EMD is an essential requirement to be fulfilled by the Bidder. Bids not accompanied by the prescribed EMD shall be treated as invalid Bids.
- b. In the instant TE Bidders are required to submit along with their Bids, EMD for an amount as mentioned in TE Annexure-1 in the prescribed form. The EMD shall be in favour of General Manager, Ordnance Factory, Muradnagar.
- c. In Tenders, by virtue of the estimated cost of the procurement, attracting the provisions of the Pre-contract Integrity Pact contained below, the amount as specified therein shall be submitted as EMD/ Security Deposit, and the provisions of the Pre-contract Integrity Pact shall apply.
- d. EMD is exempted for Bidders registered with Ordnance Factories, the Central Purchase Organization (*DGS&D*), National Small Industries Corporation (*NSIC*) *or* concerned Departments *or* Ministries of the Government of India. Bidder seeking exemption from submission of EMD based on their valid registration status as on the prescribed Tender opening date, shall be responsible for enclosing/uploading neat & legible copies of the requisite documents in support of his claim for exemption. Bids not accompanied by requisite supporting documents valid as on the Tender opening date, *and/ or* accompanied by illegible copies of supporting documents shall be treated as invalid Bids and rejected. No exemptions shall, however, be available for TE attracting the provisions of the Pre-contract Integrity Pact contained below.

- e. 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 public sector bank or a private sector bank authorized to conduct government business. Regarding authorization of private sector banks to conduct government business, the Bidder shall ascertain the latest instructions issued by the concerned authorities like Ministry of Finance, RBI, etc. The format of the Bank Guarantee shall be as per the form enclosed as annexure. Foreign Bidders, if necessary, may also furnish Guarantee from a first class international bank provided the said Guarantee is confirmed/ verified by the State Bank of India.
- f. Out of the permissible instruments mentioned in preceding paragraph, the Bidder shall be responsible to ascertain the current maximum validity prescribed for these instrument by the appropriate authorities like RBI, etc., and select an appropriate instrument that will enable submission of EMD with the validity prescribed in the TE. Bids without the requisite EMD and Bids accompanied by EMD without the validity prescribed in the TE shall be treated as invalid and rejected.
- g. EMD should remain valid for a period of forty-five days beyond the final bid validity period. In the event of the Bid validity being extended by the Bidder, the Bidder should simultaneously ensure that the validity of the EMD is also suitably extended. A request by the Buyer for extension of validity shall be deemed to also be a request for extension of the EMD, even if it is not specifically so mentioned.
- h. EMD of the unsuccessful bidders will be expeditiously returned to them, without any interest. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the consequent Contract.
- i. EMD will be forfeited if the bidder withdraws *or* amends, impairs *or* derogates from the tender in any manner during the validity of their Bids.
- j. In e-procurement, the Bidders shall upload along with their Bid, the scanned copies of the instrument of their EMD and forward the original EMD instrument by post in a separately sealed envelope clearly mentioning the 'EMD for TE No and due date of opening of technical bid.....' on the envelope. However, if the physical original instruments are not received by the Buyer prior to the specified date, the Bid shall be treated as invalid/ late tender and rejected.

1.5. **Distribution of quantity for strategic reasons:** As a strategic requirement the Buyer may need multiple sources, in such cases the Buyer may conclude orders on more than one firm in the order of ranking on financial evaluation . The distribution shall be done between L1 and L2 on the L2 accepting the L1 rates *or* between L1, L2 and L3 on the L2 and L3 accepting the L1 rates depending on whether 60:40 or 50:30:20 is specified as the distribution ratio. If the L2 or L3 Bidder (s) does not accept the counter-offered L1 rate then such undistributed quantity shall revert back to the L1 Bidder. If the distribution ratio is not specified hereunder then the supply order shall be concluded only on the L1 Bidder.

The quantity tendered in this TE shall be distributed as per the distribution ratio as mentioned in TE Annexure-1.

1.6 **Option/ Repeat Order** requirements shall not be considered as a matter of routine, accordingly, unless the percentage of Option/ Repeat Order requirement is specifically stated as a % (*percentage*) of the Tendered quantity, it shall be treated as *nil*.

a) Option Clause: The Buyer reserve the right to exercise an option to procure up to an additional specified quantity as Option Clause Quantity, during the currency of the consequent contract, at the same terms & conditions as applicable to the originally contracted quantity. It will be entirely the discretion of the buyer to exercise this option or not.

b) Repeat Order Clause : The Buyer, shall reserve the right to procure the unutilized Option/ Repeat Order Quantity, on successful completion of the contract, at the same terms & conditions as applicable to the originally contracted quantity, as a Repeat Order. It will be entirely the discretion of the buyer to place the repeat order or not.

c) The total quantity under the option clause and the repeat order clause shall not exceed the option clause quantity.

1.7. **Delivery period** for supply of the Stores/ Services shall be as mentioned in TE annexure-1 from the effective date of the consequent Contract placed on the successful Bidder. Extension of contracted delivery period due to reasons attributable to the Seller of the consequent Contract shall be at the sole discretion of the Buyer, with applicability of Liquidated Damages (LD) clause.

Where Pilot sample is to be required to be submitted for evaluation by Ordnance Factory Muradnagar before according Bulk Production Clearance, the Delivery period includes the period for acceptable pilot sample submission and the period for supplying bulk excluding the period of evaluation by Ordnance Factory Muradnagar.

1.8. Liquidated Damages:

The Buyer may deduct from the Seller, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered Stores/ Services 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. Liquidated Damages in contracts with Price Variation formula shall be levied on the price as varied by the operation of the Price Variation clause.

1.9. **The terms of delivery** required in the TE is **FOR: DESTINATION**. To enable equitable comparison of Bids received against the TE, it is necessary that the Bidders quote on **FOR: DESTINATION** basis.

The consequent tenderer shall be required to collect _____ from OFM and after necessary operation(s) as per drawing/ specification within the scope of contract shall be required to deliver the finished _____ duly _____ to OFM. The bidder is required to mention the transport element of quoted price separately.

1.10. **Inspection Authority** in the consequent Contract shall be The mode of Inspection applicable in the consequent Contract shall be (*Buyers Inspection/ Joint Inspection/ Self-certification*). The Inspection applicable in the consequent Contract shall be The Shall be the Inspection Officer. The firm should furnish the test report of chemicals and physical parameters of raw materials used for manufacture of components, fabricated stores, tools and gauges. The instruments used for carrying out test as above shall have national traceability and evidence of the same will be furnished in the certificate.

1.11. **Paying authority:** The organization of the Principal Controller/ Controller of Finance & Accounts concerned *or* their subordinate offices *or* any paying authority authorized to make payment for such procurements will be the Paying Authority. The name, address and contact details of the Paying Authority are:

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1.12. **Vendor Registration with OF Muradnagar:** In case the firm is not registered for the tendered item with any the Ordnance Factory, the firm should necessarily submit the form for Vendor Registration VRR(available on OFB Website) alongwith following registration fee –

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

The registration fee is to be paid in the form of Demand Draft in favour of the 'General Manager, Ordnance Factory Muradnagar' payable at Muradnagar.

The applications without registration fee shall be summarily rejected without any consideration, even if the firm is registered for any other item with Ordnance Factories. Firms are requested to submit the details of fee in compliance statement and enclose the scanned copy of the same along with the technical bid.

The Vendor Registration Form along with Registration fee should be forwarded by post in a separately sealed envelope clearly mentioning the 'Vendor Registration Form for TE No and due date of opening of Technical Bid....' on the envelope so as to reach by the due date and time for submission of technical bid.

1.13. Performance Guarantee: The Bidder will be required to furnish a Performance Bank Guarantee (PBG) by way of Bank Guarantee from a public sector bank *or* a private sector bank authorized to conduct government business for a sum equal to 10% of the contract value within 30 days of receipt of the consequent Contract. PBG should be valid up to 60 days beyond the date of warranty i.e., one year and 60 day beyond the stipulated delivery. In the event of the Contractual delivery period being extended by the Buyer, the Bidder shall be responsible to ensure that the validity of the Performance Guarantee is also simultaneously extended, even if such a specific request has not been made by the Buyer.

The specimen of PBG is given in annexure.

1.14. Bidders requiring clarifications on the contents of the TE may request the Buyer in writing or through e-Procurement System (*so as to reach the Buyer not later than fourteen days prior to the date of Tender opening*) bringing out unambiguously the specific clarifications needed. Copies of the clarifications requested by the Bidder and the clarifications provided by the Buyer shall be sent to all prospective Bidders who have been issued TE.

1.15. Bidders should forward their Bids under their original memo/ letter pad *inter-alia* furnishing details like TIN number, VAT/ CST number, Bank details with EFT account details, complete postal & e-mail address, telephone & fax numbers, etc., of their office.

1.16. When Bids are called on **Single Bid** basis the technical and financial/ commercial terms shall be submitted in the same bid. However, when Bids are called for on **Two Bids** basis, the Bids shall comprise of two parts, namely (i) Technical Bid, and (ii) Financial/ Commercial Bid. The Technical Bid and the Financial/ Commercial Bid should be sealed by the Bidder in separate covers duly super-scribed to indicate the appropriate Bid. Both these sealed covers are to be put in a bigger cover, which should also be sealed and super-scribed.

1.17. The Bids shall be submitted through the e-procurement portal *or* in **sealed cover** in procurements on conventional manual system. In conventional manual system, the sealed cover of the Bids should neatly and legibly be super-scribed with the details of (a) Title of the TE (b) TE No. and date (c) Tender opening date. Lack of these superscriptions may result in the Bid being declared invalid.

1.18. In conventional manual system, Bidder may modify *or* withdraw his bid after submission provided a written notice of modification *or* withdrawal is received by the Buyer prior to the deadline prescribed for Bid submission. The withdrawal notice may be sent by fax provided it is followed by a signed confirmation copy to be sent by post and such signed confirmation reaches the purchaser not later than the Bid submission deadline. In case of e-procurement, a can change, withdraw or cancel earlier submitted offer before the bid submission closing date and time.

1.19. Bids cannot be modified after the Bid submission deadline. Similarly, after the Bid submission deadline, Bids cannot be withdrawn till expiry of the Bid validity.

1.20. In Two-bid system, only the Technical Bids will be opened on the specified Tender opening date and time. Financial Bids of only those firms will be opened, whose Technical Bids are found technically compliant/ suitable on Technical Evaluation by the Buyer. Date of opening of the Financial Bids shall be separately intimated after evaluation of the Technical Bids.

1.21. During evaluation of Bids, the Buyer may, if so required, ask the Bidder (s) for clarification on the Bid submitted. The request for such clarification shall be in writing (or through e-Procurement System). The clarification furnished by the Bidder should not result in any change in prices *or* substance of the Bid *nor* will the same be permitted. No post-bid clarification at the initiative of the Bidder will be entertained.

1.22. If the buyer considers it necessary to physically verify the facilities & capacities of the Bidder, the Buyer may depute Capacity Verification Teams for carrying out such physical verification of facilities & capacities.

1.23. Canvassing in any form by the Bidder, unsolicited letter and post-bid amendment/ modifications/ corrections shall attract summary rejection of the Bid with forfeiture of EMD.

1.24. Bidder should comply with all the conditions of this TE and confirm acceptance of all the clauses. Failure to confirm acceptance to the clauses may result in rejection of the Bid submitted by the Bidder. Conditional Bids shall be treated as invalid and rejected.

1.25 Bidders not willing to participate in the TE should ensure that an intimation to that effect reaches the Buyer before the date and time prescribed for opening of Bids, failing which the defaulting Bidder may be delisted for the range of items for which the TE is issued.

1.26. All the bidding firms should be either registered or willing to register with Ordnance Factories, if not registered already.

1.27. The Buyer reserves the right to reject/cancel/scrap the Tender Enquiry or change the quantity of tendered item(s) without notifying any reason whatsoever.

1.28. In case of any dispute, the decision of the Buyer shall be final and binding on all participants in the tender.

1.29. In e-Procurement cases, Bidders have to submit their bids through OFB e-Procurement portal only. Bids submitted by any other mode shall be treated as invalid.

1.30. Buyer, if so desire may hold a pre-bid Conference to familiarize the prospective Suppliers with the requirement of the TE, then the notice of such pre-bid Conference shall be provided accordingly . If such notice for pre-bid Conference is not specified, it is then considered that the Buyer does not intent to hold any pre-bid Conference.

1.31. In cases where the Buyer issues material to the Supplier under the consequent Contract, the issue material will be duly secured by obtaining a Bank Guarantee, from a bank authorized to carry out government business, of value equal to the 110% of the value of the issue material and validity till delivery of supplies accepted by the Buyer.

1.32. The Bidders shall furnish along with their Technical Bid a clause-by-clause Compliance Statement bringing out the compliance (*without disclosing the price*) of their offer to the TE specifications and duly indicating unambiguously the deviations, if any.

1.33. Staggered deliveries (*where applicable*) required in the TE is given below. In TE with staggered deliveries, the Buyer shall clearly specify hereunder as to whether the consequent Contract will be an “entire contract” or a “severable contract”. If nothing is specified the consequent Contract shall be an “entire contract”.

1.34. Bidders shall offer their quotes only on firm and fixed basis, unless otherwise the Buyer has specifically invited the TE on variable price basis duly prescribing the Price Variation (PV) formula. In such TEs with the Price Variation formula specified, the Bidders shall quote strictly in accordance with the Price Variation formula prescribed. Quotes not conforming to the prescribed Price Variation formula shall be treated as unresponsive and rejected.

1.35. **Risk & Expense:** Time being the essence of the contract, Bidders should note that the consequent Contract can be cancelled unilaterally by the Buyer in case deliveries are not received within the contracted delivery period. In this regard following provisions of the Risk & Expense clause in may be perused.

Should the Stores *or* any installment thereof not be delivered within the time *or* times specified in the contract, *or* if defective delivery is made in respect of the stores *or* any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly *or* to the extent of such default.

Should the stores *or* any installment thereof not perform in accordance with the specifications/ parameters provided by the Seller during the check proof tests to be done at India, the Buyer shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly *or* to the extent of such default.

In case of a material breach that was not remedied within 45 days, the Buyer shall, having given the right of first refusal to the Seller, be at liberty to purchase, manufacture, *or* procure from any other source as he thinks fit, other stores of the same *or* similar description to make good:-

a) Such default.

b) In the event of the contract being wholly determined, the balance of the stores remaining to be delivered there under.

Any excess of the purchase price, cost of manufacturer, *or* value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default *or* balance shall be recoverable from the Seller.

1.36. **Applicable Laws:** The consequent Contract shall be made, governed and interpreted in accordance with the laws of the Republic of India.

1.37. **Effective Date of the Contract:** Unless the consequent Contract specifically defines a different effective date-of-the-contract, the effective date-of-the-contract shall be the date on which the Parties to the Contract have affixed their respective signatures on the Contract. The Contract shall come into effect on the effective date and remain valid until the completion of the obligations of the Parties under the Contract. The deliveries, supplies and performance of the services under the Contract shall commence from the effective date-of-the-contract.

1.38. Arbitration:

(a) Applicable for Indigenous Private bidders

(i) All disputes *or* differences arising out of *or* in connection with the present contract including the one connected with the validity of the present contract *or* any part thereof, should be settled by bilateral discussions.

(ii) Any dispute, disagreement *or* question arising out of *or* relating to this contract *or* relating to construction *or* performance (except as to any matter the decision *or* determination whereof is provided for by these conditions), which cannot be settled amicably, to be referred by concerned party to **Director General Ordnance Factories**, Government of India, Ordnance factory Board, 10 –A, S.K.Bose Road . KOLKATA 700001

for appointment of the sole arbitrator. The Arbitrator so appointed shall be a Government servant who had not dealt with matters to which this agreement relates and in course of his duties had not expressed views on all or any of the matter in disputes or differences. The Award of the Sole Arbitrator shall be final and binding on the parties.

(iii) The venue of the arbitration shall be at Ordnance Factory Muradnagar

(b) Applicable for Foreign bidders

(i) All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions

(ii) Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to the Arbitration Tribunal consisting of three arbitrators.

(iii) Within sixty (60) days of the receipt of the said notice, one arbitrator shall be nominated in writing by the SELLER and one arbitrator shall be nominated by the BUYER.

(iv) The third arbitrator, who shall not be a citizen or domicile of the country of either of the parties or of any other country unacceptable to any of the parties, the said arbitration shall be nominated by the parties within (90) days of the receipt of the notice mentioned above, failing which the third arbitrator may be nominated under the provisions of UNCITRAL by the International Chamber of Commerce, Paris at the request of either party. However the said nomination would be after consultation with both the parties and shall preclude any citizen or domicile of any country as mentioned above. The arbitrator nominated under this clause shall not be regarded nor act as an umpire.

(v) The Arbitration Tribunal shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.

(vi) The arbitration proceedings shall be conducted in India under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts or as may be mutually agreed between the parties.

(vii) The decision of the majority of the arbitrators shall be final and binding on the parties to the contract.

(viii) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses of the third arbitrator shall be shared equally by the Seller and the Buyer, unless otherwise awarded by the Arbitration Tribunal.

(ix) In the event of a vacancy caused in the office of the arbitrators, the party which nominated such arbitrator shall be entitled to nominate another in his place and the arbitration proceedings shall continue from the stage they were left by the outgoing arbitrator.

(x) In the event of one of the parties failing to nominate its arbitrator within 60 days as above or if any of the parties does not nominate another arbitrator within 60 days of the place of arbitrator falling vacant, then the other party shall be entitled after due notice of at least 30 days to request the International Chamber of Commerce to nominate another arbitrator as above.

(xi) If the place of the third arbitrator falls vacant, his substitute shall be nominated according to the provisions herein above stipulated.

(xii) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note - The provisions with regard to appointment of an Arbitrator by the International Chamber of Commerce, Paris shall only be resorted to in cases of International Commercial Arbitration. Similarly, the UNCITRAL provisions will only apply with regard to appointment of Arbitrator, fixation of fees of the Arbitrator when it is a foreign arbitration. The procedure to be adopted during arbitration will be as provided in the Indian Arbitration & Conciliation Act, 1996.

(c) Applicable for CPSUs/DPSUs

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-Charge of the Department of Public Enterprises.

The Arbitration and Conciliation Act, 1996 shall not be applicable to the disputes, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to be Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall be bind the Parties finally and conclusively.

The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator. If the Department of Public Enterprises fails to settle the dispute, the same will be referred to the Committee constituted by the Cabinet Secretariat.

1.39. Penalty for use of undue influence: The Seller shall undertake 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 consequent Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the consequent Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the consequent 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 consequent 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.

1.40. Agents/ Agency Commission: Bidder shall confirm and declare that they are the original manufacturer of the stores/ provider of the services tendered in the TE and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Buyer or Government of India or any of its functionaries, whether officially or unofficially, to the award of the consequent Contract; 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 Bidder shall also agree 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 Bidder had 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 Bidder will be liable to refund that amount to the Buyer. The Bidder 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 Bidder 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.

1.41. **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Bidder 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 Bidder, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

1.42. **Non-disclosure:** Except with the written consent of the Buyer/ Bidder, the other Party shall not disclose the TE *or* consequent Contract *or* any provision, specification, plan, design, pattern, sample *or* information thereof to any third party.

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

a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than months after the scheduled date of delivery.

b) The delivery of material is delayed due to causes of Force Majeure by more than months provided Force Majeure clause is included in contract.

c) The Seller is declared bankrupt *or* becomes insolvent.

d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

e) As per decision of the Arbitration Tribunal.

1.44. **Notices:** Any notice required *or* permitted by the consequent Contract shall be written in English language and may be delivered personally *or* sent by FAX *or* registered pre-paid mail/ airmail, addressed to the last known address of the Party to whom it is sent.

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

1.46. **Patents and other Intellectual Property Rights:** The prices stated in the consequent 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 under the Contract, irrespective of the fact of infringement of the supplies and (*or*) irrespective of the fact of infringement of any or all the rights mentioned above.

1.47. **Amendments:** No provision of consequent 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.

1.48. **Cartels formation:** Cartel formation *or* quoting of pool rates *or* quoting in collusion is against the basic principle of competitive bidding and shall attract penal and punitive measures; including blacklisting of such Bidders either permanently *or* for a specified period, apart from reporting to the Competition Commission of India, other Regulatory Authorities, Chambers/ Associations of Commerce, etc.

a) 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.

b) 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. In case of source development tender (where past – performance-based vendor rating is not available), the marks scored by the firm during capacity verification by the team of officers shall be the basis of Ranking.

c) The purchaser reserves the right to place order on two or three firms: in such cases tender quantity will be distributed between Rank 1(R1) and rank 2(R2) firms in the ratio 60:40 or among R1, R2 and Rank 3(R3) firms in the ratios 50:30:20 respectively.

d) 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.

e) 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.

f) New firms will have to submit an undertaking 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.

1.49. **Applicable Currency:** Domestic Bidders shall quote and be paid only in INR. Foreign Bidders may quote in US Dollars *or* Euros and shall be paid in the same currency. If the offer of foreign Bidders includes some portion of the allied work/ services to be undertaken in India (*e.g. installation, commissioning, etc.*) such portion shall be quoted and paid only in INR. Authorised Indian dealers of foreign OEMs participating in the TE shall quote and be paid only in INR. The foreign exchange rates applied for conversion from one currency to another shall be the exchange rate (*BC Selling Rate*) notified by the State Bank of India applicable on the relevant date. For the purpose of Ranking of firms based on the Prices quoted, the relevant date shall be the date of opening of the Price Bids.

1.50. **Price:** Price shall be quoted on firm and fixed basis with full and detailed breakup of various applicable cost elements like Basic Price, packing charges, freight/ transport, forwarding charges, handling charges, landing & clearing charges, installation & commissioning, training, technical assistance, etc.; and duly indicating all the applicable Taxes & Duties along with the relevant taxation rate and value for each of the applicable Tax/ Duty. To facilitate assessment of reasonability of price quoted, the Bidder shall indicate split-up details of the cost elements of the Basic price.

1.51. In respect of Labour Contracts, the Bidder shall not pay wages less than the Minimum Wages fixed by Central Government/ State Government. The Bidder shall also ensure that their quote covers all the statutory payments like EPF, ESI, Service tax etc. The statutory payments shall be reimbursed against documentary evidence of having deposited the same with the relevant authorities.

The firms are required to furnish their quote as per the format appended herewith. The L1 status shall be determined based on the basis of the sum total of labour charges, cost of tools, safety equipments etc., Profit, EPF and service tax. As stipulated in TE format. Further the TDS @ 2% shall be deducted on All inclusive total cost (excluding service tax in case Service tax is mentioned seperately).

It may also be noted that if the Total cost or value of offer, after deducting the TDS, found lesser than the amount to be paid in terms of Minimum wages Act, to the required manpower to be engaged, , the offer shall be rejected. (Please refer the format given alongwith TE)

1.52. **Price Basis:** The Price Basis specifies the delivery point up to which all costs are required to be covered by the Bidder and the title & risks passes on to the Buyer. Foreign Bidders shall quote prices on both, FOB as well as CIF basis. Unless indicated otherwise in the TE, Indigenous Bidders shall normally offer their prices on FOR (destination) basis.

1.53. **Taxes and Duties** – the provisions in respect of Taxes & Duties shall be governed as follows:

a) 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) Indigenous bidders:

Taxes & Duties General

i) Bids should clearly mention the Basic Price and all the applicable Taxes & Duties, duly indicating the taxation rate and value. The applicable Taxes & Duties shall be paid at actuals against documentary evidence.

ii) If Taxes & Duties are to be claimed extra over and above the price quoted in the Bid, then the same shall be specifically stated in the Bid, duly indicating the applicable Taxes & Duties, the taxation rate and the value. In the absence of these details, the quoted price shall be treated as inclusive of all the applicable Taxes & Duties.

iii) If the quoted price includes all the applicable Taxes & Duties, then full details of the applicable Taxes & Duties, the taxation rates and value shall be clearly indicated along with the price. Failure to do so may result in the Bid being ignored summarily. Claims for post-Bid-submission increases in rates of taxation shall be disallowed.

iv) If reimbursement of any Duty/ Tax (*including post-Bid-submission increases in the rates of taxation*) is to be claimed over and above the quoted prices, then the same shall be specifically stated in the Bid. In the absence of the same such claims shall be disallowed.

v) Bidders exempted from payment of any Tax/ Duty up to any specified value of supplies, should clearly state that such Tax/ Duty will not be charged up to the limit of exemption available. Similarly, concessions, if any, available in respect of taxation rate or quantum of any Duty/ Tax should also be clearly mentioned in the Bid and the benefits of the concession shall be passed on to the Buyer. Bids with conditions like the Duty/ Tax is presently not applicable but the same will be charged if it becomes leviable later on shall not be accepted unless otherwise it is clearly confirmed (in the bid) that such Duty/ Tax will not be charged even if the same becomes applicable later on. In the absence of such a confirmation the quoted price shall be loaded with the quantum of such Duty/ Tax as is normally applicable on the store/ service tendered for the purpose of comparison of Bids received against the TE.

vi) Statutory upward revision in any Duty/ Tax to the extent actually paid by the Seller shall be allowed (to the extent of actual quantum of such duty/tax paid by the supplier) for the period from the Tender opening date to the original/ re-fixed delivery period of the contract provided the supplies are made during the original delivery period. Statutory downward revisions shall be fully reimbursed to Buyer by the Seller. These adjustments shall also include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

vii) Benefits, if any, accruing in the form of Tax/ Duty credits to the Seller on the inputs, etc., shall be passed on to the Buyer.

Customs Duty

i) In case of imported stores offered against forward delivery, the Bidders shall quote prices exclusive of customs duty, duly specifying separately the CIF Price and the customs duty payable. The Bidder shall also indicate the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty actually paid shall be reimbursed on production of necessary documents i.e. (i) copy of Bill of Entry (ii) copy of Bill of Lading (iii) foreign Principals invoice. However, if the Bidder imports the stores in question against his own commercial quota Import license, he will also be required to submit in addition to the triplicate copy of bills of entry, etc., a certificate from his Internal Auditor on the bill, to the effect that the following items/ quantity in the bill of entry are related to the stores imported against the Buyers Contract Number dated

ii) Subsequent to the reimbursement of customs duty if the Seller obtains any refund of customs duty, such refund shall immediately be remitted, in full, to the Buyer. In case of failure to do so, the Buyer shall be fully empowered to deduct a sum equivalent to the amount of customs refunded, without any further reference to the Seller, from any of their outstanding bills against the contract or any other pending Government contract and no disputes on this account shall be raised by the Seller.

iii) Subsequent to the reimbursement of customs duty, the Seller shall submit to the concerned Paying Authority a certificate to the effect that he has not obtained any customs duty refund. In addition, Seller shall also submit to the Paying Authority a certificate, immediately after lapse of the period specified in the Customs Act by which application for refund are to be filed with the Customs Authorities (*which presently is six three months from the date of payment of the customs duty*), stating that he has not applied for refund of the customs duty.

Excise Duty

i) Where the excise duty is payable on *ad-valorem* basis, the Bidder should submit along with the tender, the relevant form and other documents showing the actual assessable value of the stores approved by the Excise authorities.

ii) Refund of excise duty, if any, granted by the Excise authorities in respect of Stores supplied under the contract shall be immediately passed on, in full, by the Bidder, to the Buyer, along with a certificate that the credit so passed on relates to the Excise Duty originally paid for the stores supplied under the contract number dated In case of their failure to do so, within 10 days of the issue of the excise duty refund orders by the Excise Authorities, the Buyer shall be fully empowered to deduct a sum equivalent to the amount of Excise Duty refunded, without any further reference to the Seller, from any of their outstanding bills against the contract or any other pending Government contract and no disputes on this account shall be raised by the Seller.

iii) 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 in the preceding financial year, after the annual Audit of their accounts, duly indicating the details of such refunds/ applications, if any.

(c) A certificate along with the final payment bills of the Seller to the effect whether they have any pending appeal/ protest with the Excise authorities for refund (*full or partial*) of excise duties already reimbursed to the Seller by the Government, if so, full details of the nature, the amount involved, and the status of such appeals shall be provided by the Seller.

(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 the same was not immediately refunded by the Seller to the Paying Authority, the Paying Authority shall be fully empowered to deduct a sum equivalent to the amount of Excise Duty refunded, without any further

reference to the Seller, from any of their outstanding bills against the contract or any other pending Government contract and no disputes on this account shall be raised by the Seller.

iv) 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 that may take place during the pendency of the contract.

Sales Tax/ VAT

i) If the Bidder desires 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 allowed by the Buyer.

ii) If Sales Tax is quoted extra, the rate and the nature of Sales Tax relevant & applicable in respect of the supplies under the contract should be clearly shown. 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.

Octroi Duty & Local Taxes

i) 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 an authorized officer. The Seller should ascertain if the stores ordered are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties, and where necessary exemption certificates shall be obtained from the Buyer, to avoid payment of such local taxes or duties.

ii) In case where the Municipality or other local body insists upon payment of these duties or taxes, the same shall 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 the Buyer to take up with the concerned bodies the question of refund if admissible under the said acts or rules.

1.54 Payment Terms:

Payments admissible in the consequent Contract are as follows,

a) 100% payment within 30 to 45 days on delivery and acceptance by the user.

OR

b) Quarterly/ monthly payments for work completed on submission of User Clearance Certificate in respect of AMC/ Service contracts.

1.55. Mode of Payment:

Indigenous Bidders : It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details to enable payments 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 enclosed as annexure.

1.56. **Advance Payments:** Advance payment(s) are not permissible. However, in special circumstances, if specifically provided for in the TE, advance payments may be made maximum up to 15% against Bank Guarantee or any authorized guarantees permitted by the Ministry of Defence, for 110% of the amount advanced.

1.57. **Documents to be submitted for effecting payments:** The Seller shall submit the requisite documents to the Paying Authority to enable effecting the payment.

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 Sellers Bill/ Commercial Invoice/ Contingent Bill
- ii) Inspection Note (*and User Acceptance, if applicable*)
- iii) Copies of Original Supply Order/ Contract along with all amendments to the Supply Order/ Contract.
- iv) If DP was extended, copy of the amendment (s) to the Supply Order/ Contract duly indicating whether the extension was granted with *or* without LD
- v) Claim for statutory and other levies to be supported with requisite documents/ proof of payment, like Excise Duty Challan, Customs Duty Clearance Certificate, Octroi Receipt, proof of payment for EPF/ ESIC contribution with nominal roll of beneficiaries, etc., as applicable
- vi) Exemption Certificate for Excise Duty / Customs Duty, if applicable.
- vii) Bank Guarantee for advance, if any, paid
- viii) Performance Bank Guarantee/ Indemnity bond (*only for PSUs*), as applicable
- ix) Guarantee / Warranty certificate
- x) Name and address, Account type, Account number, IFSC code, MICR code (*if these details are not incorporated in supply order/contract*)
- xi) Any other document / certificate that may be provided for in the consequent Supply Order/ Contract

1.58. **Pre-contract Integrity Pact:** For purchases exceeding Rs. 100 crores, a Pre-contract Integrity Pact shall be signed between the Buyer and the Bidder. This is a binding agreement between the Buyer and Bidders in which both agree to enter into a pre-contract agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence prior to, during and subsequent to the currency of the contract. The Pre-contract Integrity Pact shall be as per the specified format (*Form DPM 10 of DPM 2009 formatted for Ordnance Factory Board and its establishments as Buyer*) available on the Ordnance Factory Board website. The Pre-contract Integrity Pact shall be valid, from the date of signing of the contract, for a period extending up to 5 years or complete execution of the contract, whichever is later. The Pre-contract Integrity Pact requires every Bidder to deposit along with his Bid the following amount as EMD/ Security Deposit.

- a) ₹ 1 crore if the estimated cost procurement is above ₹ 100 crores and up to ₹ 300 crores
- b) ₹ 3 crores if the estimated cost procurement is above ₹ 300 crores
- c) Bidder shall furnish the said EMD/ Security Deposit through any of the following instruments:
 - i) Bank Draft or Pay Order in favour of the Buyer
 - ii) Confirmed Guarantee by an Indian Nationalized Bank promising payment of the guaranteed sum to the Buyer, on demand, within 3 working days

iii) In case foreign suppliers, the Bidder may, if necessary, furnish Guarantee from a first class international bank provided the same is confirmed/ verified by the State Bank of India
d) EMD/ Security Deposit shall be valid for a period extending up to 5 years or complete conclusion of the contractual obligation, whichever is later.

e) Out of the permissible instruments for submission of EMD/ Security Deposit, the Bidder shall be responsible to ascertain the current maximum validity prescribed for these instrument by appropriate authorities like RBI, etc., and select an instrument that will enable submission of EMD/ Security Deposit with the prescribed validity. Bids without the prescribed EMD/ Security Deposit or Bids accompanied by EMD/ Security Deposit without the prescribed validity shall be treated as invalid and rejected.

f) The Bidders are required to submit, alongwith their bids, the signed copy of Pre-Integrity Pact in the specified format. Bids not accompanied by the signed Pre-Integrity Pact shall be treated as invalid bids.

1.59. **Fall Clause:** The Bidder shall provide an undertaking that he is not supplying the subject stores/ service under procurement to any Ministry/ Department/ organizations of the Government of India (*including the Buyers organization*), at a price lower than that offered in the present bid. If it is found at a later stage that similar stores/ service were supplied by the Seller to any other Ministry/ Department/ organizations of the Government of India at a lower price, then that very low price, with due allowance for elapsed time, will be applicable to the present case and the difference in cost would be refunded, by the Bidder, to the Buyer. If at any time, during the validity of the contract the Seller reduces the sale price, sells or offers to sell such stores to any Ministry/ Department/ organizations of the Government of India (*including the Buyers organization*) at a price lower than the price chargeable under the contract, then the price payable under the contract shall stand correspondingly reduced. At the time of claiming payment the Seller shall duly certify that there has been no reduction in the price as mentioned above for supplies made by for identical stores/ services as contracted by the Buyer consequent to this TE.

1.60. **Quantity Tolerance:** Normally no quantity variation in the supplies under the consequent Contract shall be permitted. However, in rare unavoidable and justified cases, such excess/ short supplies may be accepted by the Buyer, subject to the value of such excess/ short supplies not exceeding five percent of the original value of the contract, and the payment being admitted only for the actually quantity supplied *or* the quantity contracted, whichever is lower.

1.61. **Acceptable Year of Manufacture:** Unless stated other-wise in the TE, the goods supplied shall be of current manufacture. Quality/ Life certificate will need to be enclosed by the Seller along with the Bill.

1.62. **Air lift:** Should the Buyer intend to airlift all or some of the stores, the Seller shall pack the Stores accordingly on receipt of intimation to that effect from the Buyer. Such deliveries will be agreed upon well in advance and paid for as may be mutually agreed.

1.63. **Quality:** The quality of the stores offered shall strictly comply with the technical parameters contained in the Technical Specifications & its related standards and shall be new & of current manufacture. The mode of Inspection may be Buyers Inspection/ Joint Inspection/ Self-certification. The inspection of the stores may be Pre-dispatch Inspection (*and/ or*) Joint Receipt Inspection / Buyers Receipt Inspection to check their compliance with the Technical Specification.

1.64. **Warranty:** Except as otherwise provided in the invitation tender, the Seller shall guarantee that the stores supplied to the Buyer under this contract shall be of the best quality & workmanship and new in all respects, and shall be strictly in accordance with the specification and particulars contained/ mentioned in contract.

The warranty shall be for a period of 12 months from the date of delivery of the said goods stores to the Buyer *or* 15 months from the date of shipment/ dispatch from the Sellers Works, whichever is earlier. Notwithstanding the fact that the Buyer may have inspected and/ or approved the said stores, if during the aforesaid period of 12/ 15 months the said stores be discovered not to conform to the description and

quality contained in the contract *or* not giving satisfactory performance *or* have deteriorated (*the decision of the Buyer in that respect shall be final and binding on the Seller*), the Buyer shall be entitled to call upon the Seller to replace *or* rectify the stores *or* such portion thereof as is found to be defective by the Buyer. Such replacement *or* rectification shall be carried out within a reasonable period *or* such specified period as may be allowed by the Buyer in his discretion on an application made thereof by the Seller, and in such an event, the above period shall apply to the stores 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.

Guarantee that they will supply spare parts, if any, as and when required on agreed basis for an agreed price. The Seller shall guarantee the shelf life of years under the Indian tropical condition.

1.65. **Force Majeure:** Where non-performance results from Force Majeure circumstances like 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 contract, neither the Seller or the Buyer shall bear responsibility for any 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*).

In Force Majeure circumstances the time stipulated for the performance of an obligation under the contract is extended correspondingly for the period of time of action of these circumstances and their consequences. The party for which it becomes impossible to meet its obligations under the contract due to Force Majeure conditions shall notify, in writing, the other party of the beginning and cessation of the Force Majeure circumstances immediately, but in any case not later than 10 (Ten) days from the moment of its beginning. 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. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (*six*) months, either party 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 the contract without any liability other than reimbursement on the terms provided in the agreement for the goods received.

1.66 **Jurisdiction:** All questions, disputes or differences arising out of or in connection with the contract, if concluded shall be subject to the exclusive jurisdiction of the Ghaziabad court.

1.67. **Pre-bid Conference:** In certain procurements of specialised *or* complex nature, turn-key contract, etc., the Buyer may consider it necessary to hold a Pre-bid Conference with prospective Bidders for clarifying the requirement, specification or other allied technical/ evaluation/ commercial details of the procurement and also clearing doubts, if any, the Bidders may have on the TE. All eligible Bidders are requested to participate in the Pre-bid Conference. In procurements necessitating Pre-bid Conference, the notice for the Pre-bid Conference shall be given in the TE.

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

a) Only Bids that fulfill all the eligibility & qualifying requirements of the TE, both technically and commercially, shall be considered for evaluation.

b) In Two-Bid system, the Technical Bids shall be evaluated with reference to the technical requirements of the stores/ service prescribed in the TE. The Buyer may obtain technical clarifications during the evaluation of the Technical Bids. Further, if considered necessary during the course of Technical evaluation, the Buyer may invite the vendors who meet the essential parameters for technical presentation/ clarification.

c) The Price Bids of only the technically compliant Bidders shall be opened.

d) The Lowest Bid (L1) will be decided, from out of the Technically & Commercially compliant Bids, based on the lowest price quoted.

ii) If the competition is amongst foreign suppliers, the basis for comparison shall only be the landed price at the destination (*designated port*).

f) If there is any 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 accordingly. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

h) The Lowest Acceptable Bid will be considered for placement of contract/ Supply Order, after complete clarifications and price negotiations, if so necessary. The Buyer also reserves the right to award contracts to different Bidders for being lowest in particular items. The Buyer further reserves the right to apportion the quantity, if it is convinced that Lowest Bidder will not be able to supply the full tendered quantity in stipulated time.

i) Any other criteria as applicable to suit a particular case.

1.69. **Registered Common Carrier:-** It is incumbent on the successful bidder, to whom the consequent contract/supply order is placed, to transport the contracted material/supplies only through Registered Common Carriers.

1.70 **UP VAT:-** As per Sansthatagat Vitta, Kar Evam Nibandhan Anubhag-2, Uttar Pradesh Government Notification No. KA.NI.-2-1315/XI-9(10)/08-U.P.Act-5-2008-Order-(101)-2013 Lucknow Dated 07th October 2013, the buyer is liable to deduct 4% (Four percent) on account of UPVAT on any purchase in UP state. Copy of notification is exhibited in Annexure- of the tender. Accordingly deductions shall be made by Ordnance Factory Muradnagar.

1.71 **Maximum Retail Price:-** Where ever applicable, The bidder shall ensure that the all inclusive FOR Muradnagar price shall not be more than the MRP (Maximum Retail Price). In the event it is noticed that the bidder has quoted price more than the MRP (Maximum Retail Price), action shall be taken as deemed fit in terms of the prevalent Consumer Protection Act.

1.72 **Important condition for the vendors from out side the state of Uttar Pradesh (Form-38)**

OFM is receiving number of consignments from outside the State of U.P. requiring Form-38. The Form-38 is available on-line to the Firm/Consigner based on the information provided by them in the stipulated form. A copy of the Form is annexed herewith for ready reference. All Consigners/Firms are requested to furnish the information in the desired Format completing all the details and furnishing the same immediately on placement of the Truck/Vehicle at their premises. The information is required to be furnished through Fax or e-Mail to OFM which in turn will submit the information on line and thereafter a Code No. (e-Sancharan) will be generated. The same will be communicated immediately to the Consigners/Firms/Factories. Based on this Code No. (e-Sancharan) the Format-38 can be down-loaded by Consigners/Firms/Factories. It is further to be noted that the Form-38 as generated on line is to be utilized with in the stipulated time period. In case of nay clarification/problem, Shri Ajay Bahera, Chargeman/PV/OFM on telephone No.01232-232351 can be contacted. In case, the problem is not sorted out, WM/PV at phone no. 01232-232221 & 01232-_____ or Jt.General Manager/PV at phone no. .01232-232220 & 01232-237036, can be contacted.

1.73. **Price Bid Format:** Bidders are required to submit their quote as per the format providing all the requisite and complete details.

SUGGESTIONS FOR VENDORS FOR E-PROCUREMENT

While filling and submitting the bid the vendors are suggested to take following measures:-

1. To avoid problems associated with 'Session Time-out', the vendors are suggested to keep saving the data while filling the form to overcome this problem.
2. Vendors can keep all the relevant information in desired format in soft form (WORD/EXCEL), in readiness, before filling the annexure. This will enable the vendors to copy/paste the details/data in the form provided on e-Procurement portal without a loss of time.
3. The prospective vendors are expected to have valid DSC in readiness. Hence, applying for DSC only after coming to know about our tender is departure from the requirement.
4. DSC holder in own interest shall keep a track on the validity of DSC and get it renewed well in time so that a valid DSC is always available for tendering process. (Vendors can check the validity of the DSC through the web browser i.e. "Internet Explorer" etc).

The vendors are suggested to keep both the copies of DSCs i.e. the new one and the expired one. DSC holder needs to login using the new (valid) DSC. But, the expired DSC shall be required to decrypt the data which was encrypted using this DSC before expiry.

The vendor can use the same expired DSC to decrypt the data for viewing, which was used to submit the bid and expired later on. Similarly, the bid openers can use the expired DSC for bid opening.

5. There is a system for recording call details made to the toll free number which is being monitored by OFB/IT. In case toll free number is not reachable because of being busy, an email ID helpdesk.ofb@ofb.gov.in has also been provided under the "contact us" link. Vendors can email the problem to help desk to get a reply. In case of urgency two direct phone/mobile nos. (One as alternate) can be given in the email so that help desk can call the vendors to sort out the problem.
6. The vendors are requested to upload scanned files in PDF in place of image format, for better compression of files.
7. Vendor does not need to resubmit the offer in case corrigendum is issued for date extension. However, if the price bid template is changed through corrigendum, the vendor will need to resubmit the bid. The bid submitted by the vendor shall be available for opening at a later date. The issuance of corrigendum (other than change in price bid template) will not affect the bid. The bids, saved & not submitted will not be part of the bids.

The same can be verified through audit trail of activities done by the vendor.

8. The vendor can always apply in more than one factory, even if his application is pending with other factory for approval. However, if the vendor gets approval from one ordnance factory and gets the vendors id activated, he/she can submit the request for enrollment with any other ordnance factory simply by choosing the factory and area of business without filling in all the details given. This saves time and effort from vendor side in respect of applying to each ordnance factory separately.

Annexures

- A. Model ECS Mandate Format**
- B. Format of Bank Guarantee (EMD)**
- C. Format of Performance Bank Guarantee**
- D. Integrity Pact (For Cases valuing above Rs.10 Crore and upto Rs. 100 Crore)**
- E. Compliance Statement**
- F. Vendor Registration Request Form Link**
- G. Uttar Pradesh Government Notification No. KA.NI.-2-1315/XI-9(10)/08-U.P.Act-5-2008-Order-(101)-2013 Lucknow Dated 07th October 2013**
- H. Form-38 Request Form**

Annexure A

Model ECS Mandate Format

Customer's option to receive payments through e-Payment (ECS/ EFT/ DIRECT CREDIT/ RTGS/ NEFT/ Other payment mechanism as approved by RBI.)

Credit Clearing Mechanism

1. Customer's Name
2. Particulars of Bank Account –
 - a. Bank name
 - b. Branch name
 - c. Address
 - d. Telephone numbers
 - e. IFS code
 - f. 9 Digit code number of Bank and Branch appearing on MICR cheque issued by Bank
 - g. Account Type (S.B. Account / Current Account or Cash)
 - h. Ledger number
 - i. Ledger Folio number
 - j. Account number as appearing on Cheque Book
3. Please attach a blank cancelled cheque, or, photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars.
4. Date of Effect "I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under scheme."

(.....)

Signature of Customer

Date -

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp : (.....)

Date:

Signature of the Authorized Official from the Bank

Annexure B

Format of Bank Guarantee for EMD

Whereas(hereinafter called the "Bidder") has submitted their offer dated.....for the supply of..... (hereinafter called the "Bid") against the Buyer's Request for proposal No.....KNOW ALL MEN by these presents that WEof..... having our registered office at are bound unto (hereinafter called the "Buyer) in the sum offor which payment will and truly to be made to the said Buyer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... day of20.....

The conditions of obligations are –

- (1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
 - a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Buyer up to the above amount upon receipt of its first written demand, without the Buyer having to substantiate its demand, provided that in its demand the Buyer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)
Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

Annexure C

Format of Bank Guarantee Performance Bank Guarantee

From:

Bank _____

To,

The President of India

Ministry of Defence,

Government of India

New Delhi

Dear Sir,

Whereas you have entered into a contract No. _____ dated _____ (hereinafter referred to as the said Contract) with M/s _____, hereinafter referred to as the "seller" for supply of goods as per Part-II of the said contract to the said seller and whereas the Seller has undertaken to produce a bank guarantee for (%) of total Contract value amounting to _____ to secure its obligations to the President of India.

We the _____ bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the seller that, in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all and any sum up to a maximum of _____ Rupees _____ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Seller, indulgence to the Seller by you, or by any alterations in the obligations of the Seller or by any forbearance whether as to payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for months from the date of JRI acceptance of test consignment in India or until all the store, spares and documentation have been supplied according to the contractual obligations under the said contract.

6. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

7. This guarantee shall be a continuing guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of M/s _____.

.....

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

Annexure D

Format for Pre-Integrity Pact clause

General

1. Whereas the PRESIDENT OF INDIA, represented by ____, hereinafter referred to as the Buyer and the first party, proposes to procure (Name of the Equipment), hereinafter referred to as Defence Stores, and M/s _____, represented by, _____ (Designation which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Seller and the second party, is willing to offer/has offered the stores.

2. Whereas the Bidder is a private company/public company/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Ministry of the Government of India performing its functions on behalf of the President of India.

Objectives

3. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

3.1 Enabling the Buyer to obtain the desired defence stores at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and

3.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

Commitments of the Buyer

4. The Buyer Commits itself to the following:-

4.1 The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

4.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

4.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

5. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

Commitments of Bidders

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

6.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

6.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

6.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

6.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

6.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

6.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

7. Previous Transgression

7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India, that could justify bidder's exclusion from the tender process.

7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

8. Earnest Money/Security Deposit

8.1. All procurement cases above Rs. 10.00 Crore and upto Rs. 100 Crore, IP is required to be executed without any additional Financial Guarantee. The EMD/SD/PBG required to be submitted by the vendor as prescribed in the respective Procurement Manual shall only act as the financial guarantee for the IP.

8.2. The validity of the IP will be the validity of the EMD/SD/PBG or the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later.

In case there are more than one bidder, the Earnest Money/Security Deposit shall be refunded by the buyer to those bidder(s) whose bid(s) does/do not qualify for negotiation by the Commercial Negotiation Committee (CNC)/Tender Purchase Committee (TPC), as constituted by the Buyer, immediately after a recommendation is made by the CNC/TPC on the bid(s) after an evaluation.

8.3 In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

8.4 The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

8.5 No interest shall be payable by the Buyer to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

9. Company Code of Conduct

9.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

10. Sanctions for Violation

10.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one 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 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

(ii) The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason thereof.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

(iv) To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.

(vi) To cancel all or any other Contracts with the Bidder.

(vii) To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.

(viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

(ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependant upon Government servant.

(x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

(xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

10.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

11. Fall Clause

11.1 The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

11.2 The Bidder shall strive to accord the most favoured customer treatment to the Buyer in respect of all matters pertaining to the present case.

12. Independent Monitors

12.1 The Buyer has appointed Independent Monitors for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given)

12.2 As soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the Head of the Acquisition Wing of the Ministry of Defence, Government of India.

13. Examination of Books of Accounts

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

14. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. New Delhi.

15. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

16. Validity

16.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later.

16.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

17. The Parties hereby sign this Integrity Pact at _____ on

BUYER
Witness

1. _____
2. _____

BIDDER
Witness

1. _____
2. _____

Annexure E

Compliance Statement

COMPLIANCE STATEMENT (OTE) TE No. dated

S.No.	Q R Parameters	Whether Yes or No	Remarks
1	Quoted for at least 50 % of tender quantity		
2	QUALITY ASSURANCE PLAN (QAP) is attached.		
3	Scanned copy of Tender Fee instrument/Valid NSIC Certificate attached and Original Tender Fee instrument sent by post(if not exempted).		
4	EMD sent by post (if not exempted) and Copy attached with the technical bid.		
5	Vendor Registration Request Form duly filled and signed sent by post and scanned copy attached, in case not registered already for tendered item		
5	Application form for Vendor Registration attached with technical bid , in case not registered already for tendered item		
6	Registration Fee for Vendor Registration sent by post and scanned copy attached with Technical Bid, in case not registered already for tendered item & mention the detail of registration fee.		
7	Details of technical capability including list of Plant & Machineries, test equipments, manpower attached		
8	Details of Quality Systems, ISO- 9000 certifications etc attached		
9	Documents in support of financial capability attached.(Balance sheet for last 3 years)		
10	Copies of valid registrations with Ordnance Factories/ DGQA/NSIC/DGS&D etc attached		
11	Copy of latest Sales Tax registration certificate & TIN No attached.		
12	Undertaking (in the format attached) that the firm will not be part of CARTEL and confirm that firm will quote competitive rate in future tenders .		
13	Delivery & Prices on F.O.R destination basis.		

14	Whether the offered store is as per specifications mentioned in TE.		
15	Inspection as per TE condition.		
16	Delivery as per Delivery Period mentioned In TE.		
17	Payment Terms of the TE acceptable.		
18	Agreed for option clause as mentioned in TE.		
19	Agreed for repeat order clause as mentioned in TE.		
20	Agreed for Submission of Security Deposit/ Performance Security		
21	Liquidated Damages clause accepted.		
22	Arbitration Clause accepted		
23	Jurisdiction Clause accepted.		
24	Force Majeure Clause accepted.		
25	Agreed for condition Access to Books of Accounts		
26	Agreed for condition Penalty for use of Undue influence		
27	Agreed for condition Agents / Agency Commission		
28	Agreed for condition Non-disclosure of Contract documents		
29	Agreed to Annexure –II of the TE		
30	Agreed for Inspection Clause / Evaluation Criteria		
31	Validity of offer-as per tender		
32	Guarantee/ Warranty Clause accepted		
33	Pre-Integrity Pact Clause accepted		
34	Whether your firm is a manufacturer		

- **Other QR / PQ parameters may be added on case to case basis.**

Annexure F
Vendor Registration Request Form

This form may be down loaded from the following link. The form is appearing at S.No.4

<http://ofbindia.gov.in/index.php?wh=vendorreg&lang=en>

Annexure H

Sub:- Issue of Form-38

Ref:- 1. SO. NO._____.

With reference to the above, it is intimated that the system has been changed by Commercial Tax Department, Govt. of Uttar Pradesh and downloading Form 38 has been stopped w.e.f. 1 June 2014. New system of e- Sancharan (Form- 38) has been implemented

In view of the above it is requested to fill-up the format given below for e-Sancharan (Form-38) downloading & return to OFM by e-mail.

Sl. No.	Information	
1.	Name of Dealer and address	
2.	TIN No. and Date (w.e.f)	
3.	Invoice No. /R.R. No./Bill of Entry & Date	
4.	Total Amount (in Rs.) in words & in Figure	
5.	Supply Order No & Dated	
6.	Nomenclature of Item	
7.	Weight of Goods & Unit of Weight	
8.	Quantity of Goods & Unit of Quantity	
9.	Name of Transporter/Carrier & Address	
10.	Service Provider no. of the Carrier if any	
11.	Carrier / Truck No.	
12.	Name of Driver & Address	
13.	Driving License No.	

H.O.S. / P.V.

WM/PV

JT.GM/PV