



GOVERNMENT OF INDIA, MINISTRY OF DEFENCE.
INDIAN ORDNANCE FACTORIES
MACHINE TOOL PROTOTYPE FACTORY, AMBARNATH

**NOTICE INVITING OPEN TENDER ENQUIRY
THROUGH E-PROCUREMENT**

PART I – DETAILS OF TENDER ENQUIRY

1. The Senior General Manager, Machine Tool Prototype Factory, Ambarnath (India), on behalf of the President of India, invites Tenders from Indian manufacturers through e-Procurement, in **Two Bid** (i.e. Technical bid & Price bid) system for the following store.

Office of issue:	The Sr. General Manager, Machine Tool Prototype Factory, Ambarnath 421502, Thane Dist, Maharashtra State. Tel. No.0251-2610884, 86,87,2610062, 2610655 Fax No: 2613065
Tender No:	17TE210747 Dt 25-09-2017
Time, date & place of opening of Tender:	24-10-2017 Time 14.30 PM, at MTPF Ambarnath.
Amount to be deposited as EMD:	<input type="checkbox"/> 50 Lakhs

2. The detail of store to be procured is tabulated as below:

ITEM CODE	Description/Specification	Quantity Required	Delivery conditions
9999908097	Electronic Point Detonation Fuze for 155 mm as per Annexure 'A' & 'B'	25000 Nos.	FOR : O. F Chanda DELIVERY:- Within 06 Months from placement of order.

For full details, terms and conditions etc. please visit OFB website: <https://ofbeproc.gov.in>

For vendor enrollment query please contact 180025822502 or 0251-2612961 for assistance.

3. **Essential Information for the Bidder:**

- (a) The fuzes to be supplied will have to meet all specifications of in-service ammunition. The manufacturer should be an Indian source and must have designed and developed/ sourced all critical components of the fuzes from Indian manufactures viz Reserve Battery, Safe & Arm Device, Electronic circuits, Software, Detonator and explosive chain. A certificate in this regard must be submitted by the Vendor.
- (b) **Manufacturing Infrastructure.** The OFB/ Govt. of India will neither provide any special concessions nor any funding / investment to facilitate setting up requisite infrastructure by participating firms.
- (c) **Testing Facilities & Proof cost.** Proof/ testing ranges and facilities with OFB, DGQA & DRDO will be made available to the selected manufacturers for the purpose of undertaking comparative trials. Proof cost of ammunition supplied by manufacturers will be borne by OFB. Hence no proof trail certificate for static & dynamic proof will be issued to firm. Supplier will have to provide all technical details, drawing details, certificates etc. related with the supplied item(s) required to conduct testing, proof etc.
- (d) **Permits and Licenses.** The necessary ammunition manufacture and handling license will have to be obtained by the manufacturer. The participating manufacturers will be responsible to obtain necessary clearances from MHA (under Arms Act), from DIPP (manufacturing licenses) and any other permissions and clearances necessary for manufacture of ammunition.

(e) **Financial Evaluation.** The financial evaluation of participating companies is proposed to be based on the under mentioned aspects:-

(i) **Annual Turnover.** Rs 20Crores average of last three financial years based on duly audited financial statements.

4. A vendor has to apply for registration (if not registered for the item) through the website with web address <http://ofb.gov.in/vendor>. The details of steps to be followed by the vendor, are mentioned in the link under the caption 'Help'. After applying through the above, vendor has to take a print- out of the filled up VRRF & attach the same while submitting their offer against this T.E.
5. **Capacity Verification :** Firm must contain all the required Plant & Machines and proof for it to be endorsed along with Bid submission.

Firm should also provide the detail of indigenous manufacturing facilities of fuze components like Reserve Battery, Safe & Arm Device, Electronic circuits, Software, Detonator and explosive chain. The firm also has to facilitate MTPF capacity verification team for physical verification of all above. Failing which the offer is liable to be ignored.

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

(PRANAV PRIYANK)
WORKS MANAGER
FOR SR. GENERAL MANAGER
FOR AND ON BEHALF OF THE PRESIDENT OF INDIA.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

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

S.No	Denomination of Items/services	Qty
1	Electronic Point Detonation Fuze for 155 mm	25000 Nos

2. **Technical Bid.**The Technical Bid must establish in the financial eligibility of the bidder and enable detailed understanding of the functioning and characteristics of the ammunition as a whole and each sub system independently. The technical bid should include compliance to performance parameters as per **Annexure 'A'** and any other information pertaining to the technical specifications of the ammunition considered important and / or /relevant. The technical bid should also include maintenance schedules to achieve maximum life and expected life of each ammunition in storage conditions/ environment condition recommended and the resultant guaranteed in-service/shelf life.

3. **Delivery Period.**The delivery of the **25000 Nos** of **Electronic Percussion Fuzes for 155mm Arty Gun System** shall be **6 months** after placement of Supply Order.

Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

4. **Consignee Details.** The ammunition contracted shall be delivered at Ordnance Factory Chandrapur, Maharashtra under the arrangements and expense of the supplier.

PART III – SPECIAL CONDITIONS

1. **Specification.** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per **Annexure 'A'** of this tender.
2. **Earliest Acceptable Year of Manufacture.** All stores should be brand new and manufactured after placement of supply order. Quality and Shelf Life certificate will need to be enclosed with the Bill.
3. **In Service Life / Shelf Life/Reliability Assessment.** The minimum Service Life of the ammunition(s) is required to be Fifteen years. The In Service Life/Shelf Life of the ammunition(s) shall be stipulated in the bid. In case of shelf life of ammunition, the relevant storage conditions should be clearly specified. The vendor is required to give details of reliability model, reliability prediction and its validation by designer/ manufacturer on the basis of which the shelf life of the ammunition has been certified. The efficacy of reliability model/prediction/validation would be verified during technical evaluation. The buyer shall be free to undertake tests to verify the shelf life certified by the seller.
4. **Product Support.** The bidders would be bound by a condition in the contract that they would be in a position to provide product support in terms of maintenance, materials and spares for duration of shelf life of the ammunition at the Buyer's designated Ammunition Depot.
5. **Inspection Authority.** The Inspection authority will be General Manager, Ordnance Factory Chandrapur. The mode of inspection will be Pre Dispatch Inspection at Supplier's Premises and Factory inspection after receipt at OF premises. Final acceptance will be after successful performance in Static and Dynamic proof trials.
6. **Supply of Fuze:** The firm has to supply in lot size of 5000 nos. Along with each lot, firm has to supply 100 nos. extra fuze (free of cost for proof / acceptance). The proof samples will be selected / drawn by OFCH from the total quantity of 5100 nos. The cost of hardware for proof trail will be responsibility of OFB however in case of lot rejected in proof trail, the cost/ expenditure made by OFB in proof will be borne by **SUPPLIER**.
7. **Payment Terms:** 100% payment will be made after successful performance in static and dynamic trials.
8. **Warranty.** The following Warranty clause will form part of the contract placed on Supplier:
 - a. The seller warrants that the goods supplied under this contract conform to technical specifications prescribed and shall perform according to the said Technical Specifications.
 - b. The seller warrants for a period of **24 months** from the date of final acceptance of stores, that the goods / stores supplied under this contract and each component used in the manufacture thereof shall be free from all types of defects / failures.

- c. If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, maximum within 45 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual.

PART IV – EVALUATION CRITERIA

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows:
 - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the tender, both technically and commercially.
 - (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the ammunition as mentioned in the tender and the financial eligibility conditions for firms. The compliance of Technical Bids would be determined on the basis of the parameters specified in the tender. The technical evaluation is proposed to be a two stage process – verification of financial and technical documentation submitted with the bid in response to tender, followed by NCNC (No Cost No Commitment) trials of ammunition for those who qualify at initial stage. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
 - (c) The bidders shall supply 100 fuzes to OF Chandrapur on NC NC basis along with Pellet for technical evaluation within 30 days after receipt of intimation from the Buyer. The technical evaluation will be carried out as per **Annexure 'B'**.
 - (d) Firms who have already got their fuze tested with OFB would not be required to submit fresh samples.

ELECTRONIC FUZE PERCUSSION FOR 155 MM GUN AMN OPERATIONAL CHARACTERISTICS AND FEATURES TECHNICAL PARAMETERS AND OPERATIONAL PARAMETERS

1. Technical Specifications and Functional Requirements.

<u>Sr No.</u>	<u>Parameters</u>	<u>Details</u>
(a)	Caliber	The Fuze should be compatible to fire with 155 mm Amns and meeting Range Table requirement of 155 mm Field guns in the Indian Army.
(b)	Type	Electronic Fuze, Percussion type.
(c)	Description	The Fuze should have two modes of operation i.e. Point Detonation Super Quick (PDSQ) and Point Detonation delay. Fuze Functioning can be selected between two modes by means of switch on the side of the Fuze. PDSQ switch position should be marked as SQ and PD Delay position should be marked as Delay.
(d)	Fitment of the fuze	The fuze should be capable of being screw threaded in the current shell. There should not be any gap between shell and fuze Body after assy.
(e)	Fuze Arming Time	Should not be armed before 500 ms from Launch Time.
(f)	Fuze Safety Distance	At least 100 meters from the Muzzle End.
(g)	Delay	0.04 s (minimum).
(h)	Velocity and Pressure	The Electronic Fuze should be safe for use in the Muzzle Velocity Range of 180 to 1000 m/s and should have capacity to withstand Chamber Pressure up to 397±8 MPa. Certificate to be provided by the vendor.
(j)	Functional Reliability.	(a) Functional reliability of at least 95% for both direct impact and delay mode. (b) There should be no deterioration in reliability during extended storage under field conditions.
(k)	Shelf Life	(a) Min 15 years under sheltered storage conditions during peace time. (b) Literature substantiating the claim that explosive filling would give stipulated shelf life needs to be made available.

Sr No.	Parameters	Details
(l)	Environmental Conditions	
	Minimum temperature for use	- 40 °C
	Maximum temperature for use	+55 °C
	Minimum temperature for storage	-50 °C
	Maximum temperature for storage	+70 °C
	Maximum Relative Humidity	+95 %
(m)	Safety	<p>(a) The Fuze design complies with the Design safety requirements, objectives and design guidelines as established by MIL-STD-1316D and STANAG 4187.</p> <p>(b) The Fuze will be safe to transport, handle with and dispose off after a 12 meter drop as per MIL-STD-331B, Test A3.</p> <p>(c) The Fuze will be safe to transport and handle and fire but may not be operable after being subjected to the Jumble Test as per MIL-STD-331B, Test A1.</p> <p>(d) The Fuze will be safe to transport and handle and fire but may not be operable after being subjected to the Jumble Test as per MIL-STD-331B, Test A2.</p>
(n)	Para Droppability	The fuze must be safe during and after a Para Drop.
(o)	Bore and Muzzle Safety	The fuze should be safe in bore and withstand the shock of discharge.
(p)	Spare Tools and Accessories	Spanner for fitting of fuze to shell body to be provided by the Vendor. Fuze Setter and / or Mode Selector Switch/ Tool for setting the fuze in PD Delay or SQ mode is to be supplied by the Vendor.

2. **Packing and Marking.** Suitable packing arrangements should be provided for transportation and storage without causing any damage to ammunition. The ammunition should be packed in hermetically sealed containers. These containers could be further packed in outer boxes/containers/crates and further palletised for the ease of handling and transportation. The package marking should be legible, giving all relevant details of

ammunition as given under The following Packing and Marking clause will form part of the contract placed on successful Bidder :-

(a) **Marking and Stencilling.** Marking shall give the details of ammunition type, lot NO, year of manufacture, quantity, Hazard indication. **Wooden/metal case** shall be labelled with UN Hazard Division labels. **Boxes are painted** with Olive Green/Drab and bear stencilling in Golden yellow colour to show marking as follow :-

(i) **Manner of Marking on ammunition.** Each cartridge shall be permanently marked by a **head stamp impressed, stamped or embossed** that identifies the **manufacturer**, the **country** and **year of manufacture**, and a **unique batch or lot number**.

(ii) **Head stamp markings on ammunition / cartridges.**

(aa) Shall consist of simple **geometric symbols** indicating "Standard" e.g. **NATO or otherwise**.

(ab) Symbol indicating the **country** and **year of manufacture** in symbol /numeric form or alphanumeric code.

(ac) Symbol indicating the presence of a tracer combination with a numeric and/or alphanumeric code.

(ac) Head stamp markings to be of a size that is readily legible to the naked eye.

(ad) Head stamp markings to be of a quality and/or depth such that the markings cannot be readily tampered with or removed.

(c) **On Wooden/metal/Plastic Boxes.** Wooden/metal/plastic Boxes will be painted with Olive Green and bear stencilling in Golden yellow colour to show marking as follow :-

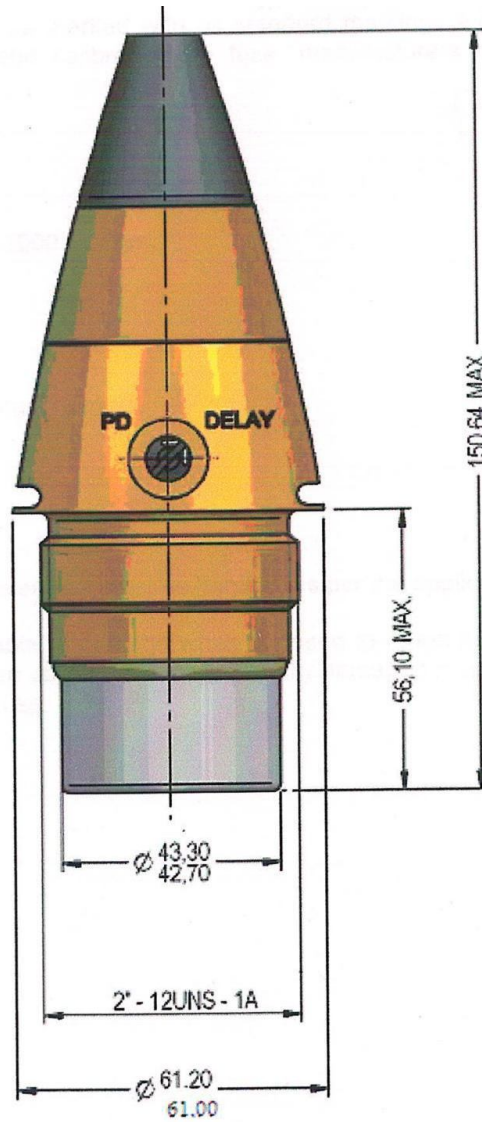
- (i) Calibre
- (ii) Type of Rounds
- (iii) Qty packed
- (iv) Lot No
- (v) Manufacture's initials/Month and year of manufacture of rounds.
- (vi) Case (Package) No. No./No
- (vii) Gross/Net weight of the case with rounds.
- (viii) UN Hazard Division labels.

3. Marking on the fuze must be done with the aim of identifying the type of fuze and to ensure that safety settings are readable / identifiable in night.

4. **Technical and Environmental Criteria.** Vendor to provide Certificate of Conformity duly supported by requisite Test Certificates for same. Detailed Methodology and procedure followed for Environmental Tests by OEM Should be provided for information of the Buyer. Test facilities for conduct of Environmental Tests for the Fuze to be available with Vendor.

5. **Technical Literature.** User Hand Book/ Operators Manual, Design Specifications, Preservation Instructions and Technical Manuals to include Technical Description, Inspection/Maintenance Tasks, procedures for Assembly/Disassembly, safety precautions and instructions for proof and testing will be provided by the Vendor. All literatures should be bilingual i.e. in HINDI AND ENGLISH.

ELECTRONIC FUZE PERCUSSION FOR 155MM



All dimensions are in mm

Technical Evaluation Programme of Electronic Percussion Fuze for 155mm Arty Ammn.

1. **Store: Electronic Percussion Fuze**
2. **Firm should supply 100 fuzes to OFs on NC NC basis along with Pellet for technical evaluation.**
3. **Type of Proof :**
 - (a) SAD Test
 - (b) Delay Test
 - (c) Super Quick or Point Detonation (PDSQ) Test

Sl. No.	Test	No. of Rounds to be fired
1.	SAD	10
2.	PD Delay	13
3.	PDSQ	20
* Reserve		07
Total samples		50

3.1 Safety Arming Device (SAD) Test

- (3.1.1) No. of Rounds to be Fired: - **10** (05 each for low and high charge)
- (3.1.2) Requirement for Proof

Sl.	Details	Requirement
(a)	Target:	2 to 3 mm Mild Steel (MS) plate placed at distance of 100 m from muzzle end.
(b)	Proof stock components (PSCs)	
	Shell	155 mm ERFB BT Inert Flash Filled
	Charge	Low : M4A2 (4W) High: Charge 9
	Primer	Primer M191A2
(c)	Fuze Setting	PD

- (3.1.3) Observations to be recorded
- a. Premature
 - b. Functioning of fuze behind target on impact on ground
 - c. Any other abnormalities

(3.1.4) Performance Required: Fuzes should not function on or before hitting Mild Steel Plate (Target), but must function on hitting the ground (impact) behind the target plate.

3.2 Point Detonating (PD) Delay Test

3.2.1. No. of rounds to be fired: - 13

3.2.2. Requirement of proof

Sl .	Details	Requirement
(a)	Target	200 mm thick plywood or 250 mm thick wooden plate size 2 m x 3 m
	Distance from ME	600 m
(b)	Proof Stock Component	
	Shell	155 mm ERFB (BT) Inert Flash Filled
	Charge	Medium: M4A2 (7W)
	Primer	Primer M191A2
(c)	Fz Setting	Delay

3.2.3. Observations to be Recorded:-

- a. Premature
- b. Trajectory Burst
- c. Delay time (milliseconds) behind the target at which the round functions.
- d. Fuze Blind
- e. Muzzle velocity for each round (for information)
- f. Any other abnormalities.

3.2.4 Performance required: - Minimum delay 0.04 sec after impact on target.

3.3 Point Detonating Super Quick (PDSQ) Test

3.3.1. No. of Rounds to be Fired: - 20.

(To be fired as per the details given below)

Sl. No.	Tests	No. of Rounds to be fired
(a)	Low charge	
	Ambient Temp	04
	-30° C (conditioning 24 hrs)	03
	+55° C (conditioning 24 hrs)	03
(b)	High Charge	
	Ambient Temp	04 (P1 Pr.)*
	-30° C (conditioning 24 hrs)	03
	+55° C (conditioning 24 hrs)	03
	Total Rounds	20

P1 Pressures (397 ± 8 MPa)

- a) Suitable increment to be added to achieve the desired P1 Pressure.
- b) Inert rds ex-stock will be used by Proof Estt. to establish required increment to achieve P1 pressure.
- c) Once increment is identified, remaining rds will be fired by adding the same increment

3.3.2 Requirement for Proof

SI	Details	Requirement
(a)	Target	Ground (Excluding marshy & water logged area).
(b)	Proof stock component	
	Shell	Low Charge: Shell 155 mm HE ERFB BT Inert flash filled. High Charge : Shell 155 mm HE ERFB Inert flash filled assembled with live BBU (filled)
	Charge	
	Low	M4A2 (4W)
	High	Charge 9
	Primer	primer M191A2
(c)	Fz Setting	PD
(d)	QE & Range	To suit proof officer considering the range safety.

3.3.3. Observations to be Recorded:-

- a. Premature
- b. Trajectory Burst
- c. Early Burst
- d. Blind
- e. Pressure of each round (for information)
- f. Muzzle velocity of each round (for information)
- g. Unsteadiness of projectile (for information)
- h. Any other abnormalities

3.3.4. Performance Required: Fuze should function upon impact.

4. Defect Classification:

SI.No.	Defect	SAD	PD Delay	PDSQ
(a)	Critical	Premature	Premature	Premature
		-----	Trajectory Burst	Trajectory Burst
(b)	Major	Fuze Blind (i.e. Fuze fails to function upon impact on ground behind the target)	Early Burst	Early Burst
			Fuze Blind	Fuze Blind
			Delay time beyond specified limit	----

5. Testing of Hermetical Sealing of Fuze Container: Before commencement of firing the fuze container will be checked for its hermetical seal packing. The requirement for checking is necessary as per the stipulation mentioned in compliance matrix of trial directive. Detail procedure for this test is mentioned below: -

(a) No. of Samples: **02 Nos.**

(b) Procedure:

- (i) The containers packed with electronic fuze will be immersed into water so that the uppermost point is not less than 3 cm below the surface of water.

(ii) The period of immersion will be two hours.

(iii) Water temperature shall be 18 ± 10 °C

(c) Criteria for passing in Test:

- (i) There should not be any bubble on immersion of container.
- (ii) On removal of container from water and after opening the container there should not be any evidence of water inside the container / on fuze body.

Note 1: No separate fuze container will be required for this test. Packed fuze container will be selected randomly from the samples provided for technical Evaluation.

Note 2: The Technical Evaluation Programme is based on the proof program being followed at present. However, these draft directives are liable to modifications based on the Technical specifications submitted by the vendors, the facilities available at the testing ranges and the discussion with the manufacturer during pre-trial meetings.

6. Static Tests: Static tests/ Environmental tests as per MIL STD 331 latest version will be carried out on the fuzes. Fuzes on which environmental tests are carried out, few on them, may also be subjected to dynamic proof firing.

7. Shop Floor Tests: Following shop floor tests will be carried out on the fuzes

- a. Safe & Arm Unit Test
- b. Dimensional & Visual Inspection of assembled Fuzes
- c. Radiographic examination
- d. Fuze packing test

9. Shelf Life: Shelf life of ammunition will be certified by the Vendor on Certificate of Conformance (CoC) accompanied by Lab Reports, Test Results and Methodology of Assessment. The same is liable to be confirmed by OFB by ISAT Trial or by any other available means.

GENERAL TERMS AND CONDITIONS APPLICABLE TO THE TENDER:

1.	<p>The General Manager, Machine Tool Prototype Factory Ambernath/ Ordnance Factory Chanda sanctioning the contract for and on behalf of the president of india, reserves to themselves the following rights.</p> <p>I. To accept the tender in whole or in part.</p> <p>II. To reject the tender even if it be the lowest without assigning reasons.</p> <p>III. To remove any vendor from the list of Registered / Established vendor for any of the following reasons.</p> <p>a. Not tendering without sufficient cause or reason</p> <p>b. Quoting fictions / conditional / unreasonable rates which may delay the provisioning.</p>
2	<p><u>EARNEST MONEY DEPOSIT:</u> Firm has to submit <input type="checkbox"/> 50 Lakhs as EMD. EMD can be submitted in the form of D.D/Fixed Deposit/Bank Guarantee drawn in favour of The General Manager, Machine Tool Prototype Factory(MPF) Ambarath from any scheduled commercial bank. Or the firm should deposit EMD in the account of The General Manager, Machine Tool Prototype Factory, Ambarath-421502, A/c No.10844194116, IFSC Code:SBIN0001040, Branch SBI – Ambarath, Dist-Thane, Maharashtra (in this case copy of receipt of the same should be uploaded along with the offer). If EMD is furnished in the form of Bank Guarantee/Fixed Deposit Receipt, then it should be kept valid for 45 days beyond the validity period of offer. Firms registered with Ordinance factories, the Central Purchase Organisations (e.g. DGS&D), National Small Industries Corporation (NSIC) or concerned Departments or Ministries of the Govt. of India, are exempted from furnishing EMD (copy of the certificate to be submitted).</p>
3	<p><u>PREPRATION OF TENDER:</u> Firm has to submit tender through OFB E-Procurement portal https://ofbeproc.gov.in only. Firm has to submit all the required documents on line in attachment.</p>
4	<p><u>SIGNING OF TENDER:</u></p> <p>i) Tender is liable to be ignored, if complete information, is not given therein or if the particulars and data (if any) asked for in the schedule to tender are not dully filled in. Specific attention must be paid to the delivery dates and also the general conditions of the contract as per form No.DGS&D-68 (R) (excluding clause 24) as the contract should be governed by them.</p> <p>ii) A person submitting the tender or any document forming part of the contract on behalf of another shall be deemed that he has authority to sign / submit. If on enquiry it is found that the person so signing / submitting had no authority to do so, the purchaser may, without prejudice to other Civil and Criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.</p>
5	<p><u>DELIVERY OF TENDER:</u> Firm has to submit tender through OFB E-Procurement portal https://ofbeproc.gov.in only.</p>
6	<p><u>LATEST HOUR FOR RECEIPT OF TENDERS:</u> Your tender/quotation must reach this office not later than the time and date mentioned in the NIT for receipt of the tender.</p>
7	<p><u>OPENING OF TENDER:</u> You are at liberty to authorize a representative to be present at the opening of the tender at the time and date as specified in the schedule of tender.</p>
8	<p><u>PERIOD FOR WHICH OFFER WILL REMAIN OPEN:</u></p> <p>(i) The offer should remain open for acceptance for a period of 120 days.</p> <p>(ii) Quotations qualified by such vague and indefinite expressions as “Subject to immediate acceptance”, “Subject to prior sale” will not be considered.</p>
9	<p>Firms should not attach any documents with price bid. Only the data entered in the price bid template by the firm will be considered as the final offer of the firm.</p>
10	<p><u>PRICE:</u></p> <p>(i) L1 bidder will be determined by Total price excluding levies, taxes and duties levied by Central/State/Local Govt. such as GST on Final product, as quoted by bidders. However ranking criteria may change as per OFBPM2010 amended from time to time.</p> <p>(ii) The price quoted must be firm & fixed unless otherwise stated and a price variation formula provided</p>

	in the additional Terms & Conditions issued along with the Tender Enquiry.
(iii)	The prices must be stated for each item separately. The percentage of reduction in the total price for the entire demand should also be quoted, should an order to that extent be placed with you.
(iv)	When quotations are made for units other than those specified in the schedule, the relationship between the two should be stated in the quotation.
11	PRICE VARIATION: The price quoted must be firm and fixed.
12	OFFERS WITH DISCOUNTS FOR QUICK COVERAGE, INSPECTION OF THE PAYMENT: In case tenderers offers discount, for coverage within a shorter period, for quicker inspection/payment such offers will be compared/considered only as per the price quoted (without consideration of discount). The contractors as a result of acceptance of such offers shall not include any clause with regard to these discount.
13	TAXES/DUTIES:
(i)	Firms must indicate separately the relevant Taxes / Duties likely to be paid in connection with the delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken in to account in the ranking of bids.
(ii)	If a firm is exempted from payment of any duty/tax upto any value of supplies from them, firm should clearly state that no such duty/tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of any duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the seller to obtain exemptions from taxation authorities.
(iii)	Any changes in levies, taxes and duties levied by Central/State/Local Govt. such as GST on final product upwards as a result of any statutory variation taking place with in contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/tax paid by the Seller. Similarly, in case of downward revision in any such duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the seller.(Ref Section 64-A of Sales of Goods Act)
(iv)	Levies, taxes and duties levied by Central/State/Local govt. such as GST on the final product will be paid by the Buyer on actuals, based on relevant documentary evidence. Taxes and duties on input items will not be pair by Buyer and they may not be indicated separately in the bid. Bidders are required to include the same in the pricing of their product.
14	TERMS OF DELIVERY: The delivery of the 25000 Nos of these Fuzes shall be within 6 months after placement of Supply Order. The delivery of the goods will be on FOR O.F Chanda, Maharashtra basis.
15	PAYMENT TERMS: 100% payment will be made after successful performance in static and dynamic trials and final acceptance by factory.
16	MODE OF PAYMENT: Mode of payment will be e-payment (ECS/NEFT/RTGS). Therefore suppliers /vendors to indicate their bank account numbers and other relevant details.
17	PAYING AUTHORITY: General Manager, Ordnance Factory Chanda-442501
18	PAYING OFFICER: Accounts Officer, Ordnance Factory Chanda-442501
19	ADDITIONAL TERMS AND CONDITIONS OF TENDER: (enclosed as Annexure).
20	RIGHT OF ACCEPTANCE AND OPTION CLAUSE
(i)	This office does not pledge itself to accept the lowest or any tender and reserves to itself the right of acceptance the whole or any part of tender or portion of the quantity offered and tenderer shall supply the same at the rate quoted. Tenderer is at liberty to tender for the whole or any portion or to state in the tender that the rate quoted shall apply only if the entire quantity is taken. Slab rates will not be acceptable.
(ii)	Purchaser reserves the right to place order on the successful tenderer for an additional quantity up to 50% of the quantity offered by them at rates quoted. Tenderers are bound to accept Order for

	additional quantity under this clause if order is placed on them during the currency of contract
21	<u>REPEAT ORDER CLAUSE:</u> This supply order has a repeat order clause, wherein the buyer can order upto 50% quantity of the items under the present supply order within six months from the date of successful completion of this supply order, cost , terms and conditions remaining the same. It will be entirely the discretion of buyer to place the Repeat order or not.
22	<u>SELECTION CRITERIA OF VENDORS IN CASE OF SUSPECTED CARTEL FORMATION:</u> In order to overcome / avoid cartel formation by the vendors, the following clauses are applicable. (i) Firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the Competition Act 2002. (ii) Firms are expected to quote for full quantity or part thereof but not less than 50% of tendered quantity. Offers for quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected if Cartel formation is suspected. The Management, reserves the right to order any quantity on one or more firms. Wherever all or most of the approved firms quote equal rates in the Cartel, the purchaser reserves the right to place Order on any one or more firms with the exclusion of the rest. The selection of firms for placement of Order would be based on a pre-determined ranking of the firms decided through Vendor Rating as per the SOP for vendor registration. (iii) In case of OTE (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. (iv) The purchaser reserves the right to place Order on two or three firms. In such cases the tender quantity will be distributed between Rank 1 (R1) and Rank2 (R2) firms in the ratio 60:40 respectively or among R1,R2 and R3 firms in the ratio 50:30:20 respectively. (v) 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. (vi) 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. (vii) An undertaking from the new firms that “they will not be part of a CARTEL with other vendors and will quote competitive rates in the tenders, otherwise would face expulsion from the list of vendors” will be taken while approving the new firms for participation against Source Development Tender. (viii) Ordnance Factory Chanda may distribute the quantity under procurement to more than one vendor for strategic reason and or to have better supply prospect. In such cases order will be placed on firms in line with para(iv) above in line with OFBPM-2010.
23	<u>COMMUNICATION OF ACCEPTANCE:</u> Acceptance will be done by O.F. Chanda and same will be communicated to supplier by O.F Chanda.
24	<u>REGISTRATION OF TENDERER:</u> (i) The firms registered with MPF Ambarnath, Sister Ordnance Factories or DGS&D should submit the details of registration. (ii) Firm should apply for registration with MPF immediately, if not registered with MPF or other Ordnance Factories for the subject item as per instructions available in the website www.ofbindia.gov.in
25	<u>PACKING AND MARKING :</u> As per Annexure-A SI No 2
26	Quality Plan : Firm should submit their quality plan while forwarding quotation to ensure quality of items being offered / quoted.
27	<u>SAMPLE:</u> Samples are required as per TE terms and conditions.
28	<u>QUALITY ASSURANCE:</u> Firm would be required to provide all test facilities at OEM premises for acceptance & inspection as per TE terms and conditions. The supplier should submit the Quality Plan to the factory for approval before commencing bulk supply. A test certificate & firm’s inspection report should accompany the supply lot.
29	<u>INSPECTION</u> Inspection will be carried out at O.F. CHANDA by representative of General Manager/OFCH.
30	1. <u>GUARANTEE/WARRANTY CLAUSE:</u> The following Warranty clause will form part of the contract placed onSupplier:

	<p>a. The seller warrants that the goods supplied under this contract conform to technical specifications prescribed and shall perform according to the said Technical Specifications.</p> <p>b. The seller warrants for a period of 24 months from the date of final acceptance of stores, that the goods / stores supplied under this contract and each component used in the manufacture there of shall be free from all types of defects / failures.</p> <p>c. If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, maximum within 45 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual.</p>
31	Removal of rejected stores will be firm responsibility and the same should be removed within 14 days from the date of receipt of our rejection intimation by you at your cost. Else firm will be liable to pay ground rent.
32	<u>RECTIFICATION OF DEFECTS:</u> As per TE Terms and conditions.
33	<u>PERFORMANCE SECURITY DEPOSIT:</u> The successful bidder will have to submit the Performance Security Deposit (PSD) @ 10% of the total Supply Order value. PSD should be submitted in the form of Performance bank Guarantee (PBG) issued by a public sector bank or a private sector bank authorized to conduct government business (i.e. Axis Bank, HDFC Bank & ICICI Bank only (PBG) in the prescribed format within thirty days from the date of contract) drawn in favour of PCA(Fys), Kolkata which should be valid up to 60 days after date of completion of Order including warranty.
34	In the event of failure to supply the items / article as per the supply order terms and conditions, the purchaser will be at liberty to purchase from other sources at the risk and expense of the vendor on whom the order has been placed.
35	Any restrictions whatsoever imposed by the local or state government on the export or import of the articles contracted for under this contract will not absolve the contractor from the obligations of this contract and will not be accepted as an excuse for non delivery of the same.
36	Any special conditions or stipulations attached to or referred to in the tender shall prevail over these General terms and conditions or stipulations contained herein in so far and to the extent to which the latter are in any way repugnant to the former.
37	All the money or compensation payable by the contractor to the government under the terms of the contract may be deducted from or realized by the seal of sufficient part of this security deposit or from interest arising there from or from any sums which may be due or may become due to him by government under this contract or any other account with the government. In the event of the contractor's security deposit being reduced by reason of any such deductions or sale as aforesaid or should be the value of such security deposit falling short, the contractor shall within twenty days from the date of his being called upon to do so, make good in case of receipt or securities the amount required to complete the security deposit to the original value.
38	<u>BOOK EXAMINATION:</u> The Contractor shall, whenever required, produce or cause to be produced for examination by any Government Officer authorized in that behalf, any Cost or other Accounts, Book of Accounts, Voucher, Receipt, Memorandum, paper or writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract. (The decision of such Government Officer on the question of relevancy of any document, information or return being final and binding on the parties).
39	<u>LIQUIDATED DAMAGES:</u> Contract can be cancelled unilaterally by buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, which will be either with or without applicability of L.D.Clause. Liquidated Damages @0.5% per week or part thereof subject to a maximum of 10% of the cost of undelivered stores will be recovered in case of delay in delivery beyond the accepted delivery period.
40	Mode of payment shall be e-payment (ECS/EFT/RTGS) as per government order in vogue.
41	<u>OCTROI EXEMPTION CERTIFICATE:</u>

	<p>If required it is to be mentioned in the tender by the firm. The obligation imposed by this clause is without prejudice to the obligation of the contractor under any statute, rules or orders binding on the contractor.</p>
42	<p><u>PURCHASE PREFERENCE:</u> The purchase preference for the PSU and other government suppliers etc. shall be applicable as per the government directive.</p>
43	<p>The contractor shall be bound to execute the earlier orders in any placed on them for the same item.</p>
44	<p><u>ARBITRATION:</u> a) <u>For Private firms:</u> (i) All disputes and differences arising out of or in any way touching or concerning this agreement (except these for which specific provision has been made therein) shall be referred to the Sole Arbitrator to be appointed by Director General of Ordnance Factories (DGOF), Govt. of India. 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 of differences. The Award of Sole Arbitrator shall be final and binding of the parties. The relevant provisions of OFBPM shall be applicable. b) <u>For Govt. Departments/PSUs/UOI:</u> (i) 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 arbitration under this clause. The award of the Arbitrator shall be binding upon the parties 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 the 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 bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator. The relevant provisions of OFBPM shall be applicable.</p>
45	<p><u>JURISDICTION OF COURT:</u> The Civil Court at Nagpur shall only have jurisdiction to try all civil suits, legal proceedings, arising out of or in any way touching or concerning this agreement.</p>
46	<p><u>PENALTY FOR USE OF UNDUE INFLUENCE:</u> The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Supply Orders or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Supply Order or any other Supply Order with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Supply Order or any other Supply Order 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 Supply Order and all or any other Supply Orders 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 office/employee of the Buyer for showing any favour in relation to this or any other Supply Order, shall render the Seller to such liability/penalty as the Buyer may deem proper, including but not limited to termination of the Supply Order, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.</p>
47	<p><u>AGENTS/AGENCY COMMISSION:</u> The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Supply Order and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the</p>

	Supply Order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or, after the signing of this Supply Order, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply, Supply Order with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Supply Order either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payment made by the Buyer in terms of the Supply Order 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 Supply Orders concluded earlier with the Government of India.
48	<u>ACCESS TO BOOKS OF ACCOUNTS:</u> In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the Supply Order as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/inspection of the relevant financial documents/information.
49	Private vehicles carrying hazardous chemicals from supplier will furnish MSDC (Material Safety data sheet) Term card (Transport Emergency card) all such vehicles should have PUC certificate and Hazardous board level etc. as per MSTH chemical rules while coming to factory for delivery of material.
50	Factory is having ISO, EMS and Occupational Health and Safety management system, hence the contractors / suppliers are required to comply with various statutory and regulatory provisions specific condition mentioned in supply in this regard.
51	<u>FORCE MAJEURE:</u> Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within Fifteen days of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this Supply Order. Format of this clause will be as per OFBPM.
52	The provisions of OFBPM shall apply (for details please visit our website www.ofbindia.gov.in) with regard to contract which may be finalized on the basis of this notice for inviting tender. The terms and conditions mentioned above are illustrative and not exhaustive.
53	This TE is being issued with no financial commitment and the buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves right to withdraw the TE, should it become necessary at any stage.
54	<u>Tolerance Clause:</u> Factory reserves the right to 5% plus / minus increase or decrease the TE quantity without any change in the terms and conditions of T.E
55	<u>INTEGRITY PACT</u> Firm has to sign Integrity pact in the required format as per OFBPM-2010 (amended time to time) terms and condition.

(PRANAV PRIYANK)
WORKS MANAGER
FOR SR. GENERAL MANAGER
FOR AND ON BEHALF OF THE PRESIDENT OF INDIA