

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

NOTICE INVITING OPEN TENDER ENQUIRY THROUGH E-PROCUREMENT

The 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 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:	17TE210526 dated 19/07/2017		
Time & date & place of opening of	29/08/2017 at 2.30 PM @ MPF/Ambarnath		
Tender:			
Amount to be deposited as EMD:	Rs.16318 Valid for the period of 45 days beyond final bid validity		
	period.		

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

ITEM CODE	Description/Specification	Quantity Required	Delivery conditions
2226419381	TIMBER FIR WOOD SIZE: 2" X 10" X 10" IS 6662-1972. MOISTURE CONTENT 12% MAXIMUM. TIMBER SHOULD BE FREE FROM OBJECTIONABLE KNOTS".	22951 Cu.Dm	FOR: MPF Ambarnath DELIVERY:-04 Months From placement of order.

For further details visit our website: https://ofbeproc.gov.in

For vendor enrollment query please contact 180025822502 or 0251-2612667 for assistance.

NOTE:

- i) Firm should be Indian OEM / manufacturer & necessary License / registration to be submitted.
- ii) Firm should produce financial capability through latest ITCC, Annual Report (Balance Sheet, turnover & profit & loss account) of last three years.
- iii) Quotation should be in two parts i.e. technical bid and price bid.
- iv) Ouality assurance plan related to production and inspection to be submitted in technical bid.
- v) Firm has to get them registered for the item through www.ofb.gov.in/vendor by submitting VRRF and assessment fee online through this website.
- vi) Firm has to submit Rs.16318 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) Ambarnath from any scheduled commercial bank. Or the firm should deposit EMD in the account of The General Manager, Machine Tool Prototype Factory, Ambarnath-421502, A/c No.10844194116, IFSC Code:SBIN0001040, Branch SBI of Ambarnath, 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).

-sd-(PRANAV PRIYANK) WORKS MANAGER FOR SR. GENERAL MANAGER

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS

Grams: PROTOTYPE No. MPF/PV/E PROC/TE-17TE210

Phone: 025162610884/886/887 2610062, 2610655, Fax No. 0251-2613065, Government of India,

Ministry of Defence, Indian Ordnance Factories.

Please address to: The General Manager, Machine Tool Prototype Factory, and not any officer by name.

AMBARNATH ó 421 502

Tender Enquiry No.17TE210526 Dated: 19/07/2017

TE Opening Date & Time : 29/08/2017at 2.30 PM.

To,

M/s

On behalf of President of India, I invite you to tender for the supply of stores detailed below as per the schedule. The conditions of contract, which will govern any contract made, are contained in the Form D.G.S.&D 68 (Revised) (excluding clause 24) included in pamphlet entitled conditions of contract governing contracts placed by central purchase organization of the õGovernment of Indiaö as amended up to date (and the special conditions detailed in the tender form and those attached herewith). If you are in a position to quote for supply in accordance with the requirement stated in the schedule, submission of bid will be only through https://ofbeproc.gov.in through vendors login. For this purpose the firm will have to enroll first with the help of class III digital signature.

- 1) Tenderer should refer Standard Terms & Conditions of Contract (Rev-I) at website www.ofbindia.gov.in. For DGS&D from 68R (excluding clause 24) may be referred at website www.dgsnd.gov.in. The instructions to tenderers are enclosed for note and to be read with details terms and conditions mentioned in the above referred websites.
- 2) This tender is not transferable.

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

SCHEDULE TO TENDER

Tender Enquiry Number: 17TE210526 Date: 19/07/2017 Date of Tender opening: 29/08/2017 Time of Tender Opening: 14.30 hrs

Name of firm:

(B)

ITEM CODE	Description/Specification	Quantity Required	Delivery conditions
2226419381	TIMBER FIR WOOD SIZE: 2" X 10" X 10" " IS 6662-1972. MOISTURE CONTENT 12% MAXIMUM . TIMBER SHOULD BE FREE FROM OBJECTIONABLE KNOTS".	22951 Cu.Dm	FOR: MPF Ambarnath DELIVERY:-04 Months From placement of order.

i) The tender shall remain open for acceptance till 90 days from the date of opening.

ii) In case of tender under two-bid system, tender shall remain open for acceptance till 120 days from the date of opening.

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( 201	٠.
COD 1	١.

P&F:

Other Charges:

FOR:

All Inclusive Rate:

(The instructions, Terms & Conditions and Special Conditions applicable to this tender are attached to this schedule)

- (A)Mention here the exact date up to which the tender will remain valid:
- (B) Any deviations in Stores from tender specification should be clearly highlighted:
- 1. Option Clause: GM/MPF reserves the right to increase upto 50 % of the order quantity without any change in the unit price and other terms and conditions.
- 2. Earnest Money Deposit: Amount ----- DD No: -----
  - 3. Note:
  - (i) Tender Sample ó Analysis reports on Tender Sample wherever called will be furnished.

Quantities offered by tenderers:- Tenderers should specify, if not in a position to quote for entire quantity and for delivery as required, state specifically the quantities, which can be delivered at the price quoted and according to the required delivery schedule. Since on the point will entail responsibility for supply at quoted of full quantities.

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

Firms name and address with seal.

# õANNEXUREÖ **SPECIAL INSTRUCTIONS TO TENDERERS:**

1	EARNEST MONEY DEPOSIT:
	Firm has to submit Rs.16318 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)
	Ambarnath from any scheduled commercial bank. Or the firm should deposit EMD in the account of
	The General Manager, Machine Tool Prototype Factory, Ambarnath-421502, A/c No.10844194116,
	IFSC Code:SBIN0001040, Branch SBI of Ambarnath, 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).
2	PREPRATION OF TENDER:
	Firm has to submit tender through OFB E-Procurement portal <a href="https://ofbeproc.gov.in">https://ofbeproc.gov.in</a> only. Firm has
	to submit all the required documents on line in attachment.
3	SIGNING OF TENDER:
	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
1	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.
	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.
4	DELIVERY OF TENDER:
4	Firm has to submit tender through OFB E-Procurement portal <a href="https://ofbeproc.gov.in">https://ofbeproc.gov.in</a> only.
5	LATEST HOUR FOR RECEIPT OF TENDERS:
	Your tender/quotation must reach this office not later than the time and date mentioned in the
	NIT for receipt of the tender.
6	OPENING OF TENDER:
	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.
7	PERIOD FOR WHICH OFFER WILL REMAIN OPEN:
(i)	The offer should remain open for acceptance for a period as mentioned in schedule to tender.
(ii)	Quotations qualified by such vague and indefinite expressions as õSubject to immediate acceptanceö,
	õSubject to prior saleö will not be considered.
8	PRICE:
(i)	L1 bidder will be determined by Total price excluding levies, taxes and duties levied by
	Central/State/Local Govt. such as excise duty, GST / Entry tax, etc. on Final product, as quoted by
	bidders. However ranking criteria may change as per OFBPM2010 amended from time to time.
1	The price quoted must be firm & fixed unless otherwise stated and a price variation formula provided
(ii)	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.
	The same of the sa
(iv)	When quotations are made for units other than those specified in the schedule, the relationship
(11)	between the two should be stated in the quotation.
	between the two should be stated in the quotation.
9	PRICE VARIATION:
'	The price quoted must be firm and fixed unless otherwise stated and a price variation formula
	provided in the additional terms and conditions of Notice Inviting Tender.

10	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.			
11	TAXES/DUTIES:			
(i)	Firms must indicate separately the relevant Taxes / Duties/ GST 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)	Server to commence from unimon uniformed			
(111)	Any changes in levies, taxes and duties levied by Central/State/Local Govt. such as GST etc on final			
	product upwards as a result of any statutory variation taking place within contract period shall be			
	allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/tax paid by the			
	Seller. Similarly, in case of downward revision in any such duty/tax, the actual quantum of reduction			
	of such duty/tax shall be reimbursed to the Buyer by the seller.(Ref Section 64-A of Sales of Goods			
(iV)	Act)			
(11)				
	Levies, taxes and duties levied by Central/State/Local govt. such as GST etc 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.			
12	IMPORT RECOMMENDATIONS CERTIFICATE:			
12	In case of imported stores on forward basis, preference will be given to tenderers who do not			
	require the assistance of Director General of Ordnance Factories for obtaining Import License.			
	The tenderers must invariably state if recommendation for Import License is required.			
	The tenderors must invariantly state it recommendation for import Election is required.			
	Tenderers should specifically indicate in their tender, the quantity against each item for which they			
	seek the recommendations of this office for special Import License.			
13	TERMS OF DELIVERY:			
	(a) Delivery required as under:-			
	(i) Entire quantity by (indicate month & year) Within 04 Months.			
	(ii) Supplies should commence @ per month			
	from the month of (indicate month & year)			
	(iii) Quantity to be supplied by and			
	<del></del>			
	Time shall be the essence of contract. If however, it is not possible for you to effect delivery by the			
	date(s) mentioned above, you should specify the date by which you can effect delivery. The delivery			
	of the goods will be on FOR MPF Ambarnath basis.			
14	PAYMENT TERMS:			
	100% payment will be made within 30 days after receipt and final acceptance of Stores at MPF			
	and on receipt of bill in our standard bill form (Form No.IAFZ 68) supported with requisite			
	documents.			
15	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.			
16	PAYING AUTHORITY:			
	General Manager, Machine Tool Prototype Factory, Ambarnath ó 421 502			
17	PAYING OFFICER:			
]	Accounts Officer, Machine Tool Prototype Factory, Ambarnath ó 421 502			
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18	ADDITIONAL TERMS AND CONDITIONS OF TENDER: (To be enclosed, if Required, as				
	Annexure).				
19	RIGHT OF ACCEPTANCE				
(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.				
(::)	Purchaser reserves the right to place order on the successful tenderer for an additional quantity up to				
(ii)	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				
20	SELECTION CRITERIA OF VENDORS IN CASE OF SUSPECTED				
20	CARTEL FORMATION:				
	(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 capacity verification (under -para 24ø).				
	(iii) In case of Source Development Tender (where past-performance based vendor				
	rating is not available), the marks scored by the firm in Appendix II of QCS letter				
	No.108/TIR/TS/QCS dated 13/9/2005 during capacity verification by the team of officers shall be the basis of routing				
	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.				
	(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 $\tilde{0}$ 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 vendorsö will be taken while approving the new firms for participation against				
	Source Development Tender.  (Viii) Wherever Machine Teal Proteture Factory Amberneth would like to distribute the quantity.				
	(Viii) Wherever Machine Tool Prototype Factory Ambarnath would like to distribute the quantity under procurement to more than one vendor for strategic reason to have better supply prospect, a				
	decision will be taken in advance whether order would be placed on two or three firms. Accordingly				
	one of the following two clauses would be incorporated in the tender enquiry.				
	a) Order will be placed on two firms viz. L1and L2 firms in the ratio of 60% quantity on L1and 40%				
	on L2 after acceptance of L1 price by the L2 firm. In case of cartel formation, the distribution may be				
	similar but ranking R1 and R2 (in place of L1 and L2) will be decided as per vendor rating indices				
	of the firms.				
21	COMMUNICATION OF ACCEPTANCE:				
	Acceptance by the purchaser will be communicated by FAX, Telegram and express letter of				
	acceptance or formal acceptance of tender.				
22	REGISTRATION OF TENDERER:				
	(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/similar items as per instructions available in the website				

	www.ofbindia.gov.in
22	<u> </u>
23	PACKING:
	Packing should be effective to protect the supplies from damage/dirt/moisture etc. during
24	transit/handling/storage till utilization (packing details are to be provided by the tenderer).  SAMPLE:
24	
	Tender samples are not required unless specifically called for. Quotations without samples where
25	samples are specifically called for are liable to be ignored
25	QUALITY ASSURANCE:
	Firm would be required to provide all test facilities at OEM premises for acceptance & inspection.
	The supplier should submit the Quality Plan to the factory for approval before commencing bulk
26	supply. A test certificate & firmøs inspection report should accompany the supply lot.
26	INSPECTION (Strike out whichever is not applicable)
	Inspection will be carried out at MPF by representative of General Manager/MPF.
	On.
	Or
	Inspection will be carried out at firm@s premises by the Area Inspector of DGQA.
	Or
	Inspection will be carried out at firmes premises by the representatives of MPF Ambarnath.
27	GUARANTEE/WARRANTY PERIOD:
	The stores supplied against the order resultant to this tender shall be deemed to have been warranted
	against defective workmanship and material by the Contractor for a period of 12 months from the date
	of receipt of the stores at MPF. If, during this period any of the stores is found defective the same
	shall be replaced by the contractor free of charge at MPF immediately.
28	RECTIFICATION OF DEFECTS:
	In the event of a store given back to the supplier for rectification of defects the supplier will ensure
	that the defects are attended to promptly so that stores can be re-inspected. However, it should be
	noted that the supplier is not entitled to dispose off the store, which is given for rectification but not
	rejected, without prior permission of the inspector
29	PERFORMANCE SECURITY DEPOSIT:
	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
20	to 60 days after date of completion of Order including warranty.
30	BOOK EXAMINATION:
	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).
31	LIQUIDATED DAMAGES;
31	Contract can be cancelled unilaterally by MPF 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.
32	OCTROI EXEMPTION CERTIFICATE:
	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 statue, rules or orders binding on the contractor.
33	PURCHASE PREFERENCE:
	As per Govt. of India, Ministry of Heavy Industries and Public Sector Enterprises, Department of

Public Sector letter No. PE/18(12)/2003/Fin. Vol.II dated 18/7/2005 or as per the latest notification, Purchase Preference can be extended to the PSU participated in a Tender Enquiry and quoted their rate within 10% of the lowest offer received from a private firm, by asking the PSU to bring down their prices at par with the lowest acceptable offer. If the PSU agrees in writing, the order may be given to that PSU. Purchase Preference provision shall be applicable for Notice Inviting Tenders for Rs.5.00 crore and above in accordance with latest notification issued by Ministry of Heavy Industries and Public Sector Enterprises.

# **34** ARBITRATION:

- a) For Private firms:
- (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.
- (i) The venue of the Arbitration shall be: Mumbai
- (ii) For imported stores please refer website www.ofbindia.gov.in.

#### b) For Govt. Departments/PSUs/UOI:

(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.

#### 35 JURISDICTION OF COURT:

The District Civil Court at Thane shall only have jurisdiction to try all civil suits, legal proceedings, arising out of or in any way touching or concerning this agreement.

## **36** PENALTY FOR USE OF UNDUE INFLUENCE:

The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the 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.

### 37 AGENTS/AGENCY COMMISSION:

The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the

stores/provider of the services referred to in this 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 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.

# 38 ACCESS TO BOOKS OF ACCOUNTS:

In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the 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.

-sd-(PRANAV PRIYANK) WORKS MANAGER FOR SR. GENERAL MANAGER FOR AND ON BEHALF OF THE PRESIDENT OF INDIA. **TENDER NO: 17TE210526** dated: 19/07/2017

# TENDER OPENING DATE & TIME: 29/08/2017 on 14.30 hrs.

From:	
То,	
The Sr. General Manager MPF Ambarnath.	
I/We hereby offer to supply the stores detailed in the schedule in the acceptance of Tender at the price given in the said schedule.  I/We shall be bound by the communication time.	
I/We have understood the Instructions to Tenderers and condit Revised (excluding clause 24) included in the pamphlet entitle placed by the DGOF and have thoroughly examined the specifischedule hereto and am/are fully aware of the nature of the sto strictly in accordance with the requirements.	ed õConditions of Contract governing contracts circation drawing and or pattern quoted in the
	Signature of tenderer
	Address
	Dated
	Signature of the Witness
	Address

# **COMPLIANCE STATEMENT**

REF:T.E.NO 17TE210526 DT: 19/07/2017 OPENING DATE: 29/08/2017

Clause No.	Commercial and General Terms	Compliance to TE specification (Y/N)	If not complied, specify deviations
1 of Instructions to	EMD submitted.		
Tenderers and 2 of			
Schedule to Tender			
8(i) of Instructions to	Price mentioned both in words and		
tenderers	figure		
8(i) and 1.1 of	Prices are quoted showing Basic		
Instruction to	Price and Taxes/Duties separately		
tenderers			
8(i) of Instructions to	All inclusive price is quoted		
tenderers	separately		
8(i) of Instructions to	Installation/Commissioning/		
tenderers	Freight/Packing charges if any		
8(i) of Instructions to	Prices quoted in Rupees/ Foreign		
tenderers	Exchange		
8(ii) of Instructions	Prices are firm and fixed.		
to tenderers			
13 of Instructions to	Delivery & prices on FOR basis.		
tenderers	7 1		
8(ii) & 9 of	Whether price quoted with price		
Instructions to	variation clause		
tenderers			
B of Schedule to	Whether the offered store is as per		
Tender	specifications mentioned in TE		
24 of Instructions to	Whether samples submitted as per		
tenderers	TE requirement.		
26 of Instructions to	Inspection at factory/at firmøs		
tenderers	premises		
13 of Instructions to	Deliver as per delivery period		
tenderers	mentioned in TE		
14,15,16 & 17 of	Payment terms of the TE		
Instructions to	acceptable.		
tenderers	are specifically and a second		
19of Schedule to	Agreed for option clause as		
Tender	mentioned in TE (50%)		
27 of Instructions to	Guarantee/Warranty clause		
tenderers	accepted.		
29 of Instructions to	Agreed for submission of Security		
tenderers	Deposit/ Performance Security		
	Deposit		
31 of Instructions to	Liquidated Damages clause		
tenderers	accepted.		
	•		
34 of Instructions to	Arbitration clause accepted.		
tenderers			
35 of Instructions to	Dispute if any subject to		
tenderers	jurisdiction accepted.		
3 of Instructions to	Whether the tender is signed by		
tenderers	authorized signatory.		

2 of Instructions to	Return of tender documents with	
tenderers	all pages duly signed and stamped.	
7 of Instructions to	Validity of offer 120 days.	
tenderers		

Signature of Authorised Person With Seal

# N.B.

- (i) Please indicate YES/NO clearly. Also furnish details wherever required. Please note that the offer deviating from Tender terms and conditions is likely to be ignored.
- (ii) The offer must be accompanied with duly filled in compliance statement; otherwise the offer is likely to be ignored.