

INSTRUCTIONS TO TENDERERS:

1. EARNEST MONEY DEPOSIT:

Firm shall submit EMD well before bid submission closing date and time. EMD can be submitted in the form of Account Payee Demand Draft/Fixed Deposit Receipt/Banker's Cheque OR Bank Guarantee from any of the Commercial Banks OR payment online in an acceptable form, as per form given at Annexure 22 (enclosed) safeguarding the purchasers interest in all respect. EMD shall be issued in favor of The General Manager, Machine Tool Prototype Factory (MPF) Ambarnath. 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 OR Firms should deposit EMD in The General Manager, Machine Tool Prototype Factory, Ambarnath-421502 Public Fund Account No.37030449413 through SBI collect option.

Exemption from submission of Bid Security (EMD): EMD is to be obtained from the bidders except Micro & Small Enterprises (MSEs) as defined in MSE procurement policy issued by Department of Micro, Small and Medium Enterprises (MSME) OR are registered with Ordnance Factories OR The Central Purchase Organization OR The Concerned Ministry or Department OR Startups as recognised by Department of Industrial Policy and Promotion (DIPP) (Copy of the valid certificate shall be submitted).

It is instructed that tender bid may not be opened if EMD or valid proof for EMD exemption is not received on or before bid submission closing date and time. The instrument of EMD/Proof of paying EMD or documents claiming EMD exemption shall be forwarded well in advance before bid submission closing date and time, addressing to: The General Manager, Machine Tool Prototype Factory, Ambarnath with Kind Attn to PV – MTA Section (alongwith the tender details).

Despatch details and scanned copy of EMD paid or documents claiming EMD exemption shall also be forwarded by e-mail: mpfmapv.ofb@ofb.gov.in , mtapv70@gmail.com well before bid submission closing date and time.

2. PREPARATION OF TENDER:(As Applicable)

Only for Offline Tenders which are not published on OFB eprocurement website

- (i) The schedule to the tender form should be returned intact whether you are quoting for any item or not. Pages should not be detached but when items are not being tendered for correspondence space should be defaced by some words such as "Not Quoting" etc.
- (ii) In case event of space on the scheduled form being insufficient for the required purpose, additional pages may be added, but such additional pages must be numbered consequently bearing the tender number be fully signed by the firm. In such case reference to the additional pages must be made in the tender form.
- (iii) Any modification if the schedule is considered necessary firm should communicate the same by means of a separate item sent with the tender.

For the Tenders published on OFB eprocurement website <https://ofbeproc.gov.in>, instructions may be followed given on the same website. Firm shall submit all the required documents online by uploading attachments.

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 must be paid to the delivery dates and also the General conditions of the contract as form No.DGS&D-68 (R) (excluding clause 24) as the contract should be governed by them.
- (ii) A person signing the tender form/quotation or any documents 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: (As Applicable)

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- (i) Tender is to be submitted in the sealed envelope and should be super scribed with tender number and date of opening. Only one tender should be included in one cover. Where more than one tender are included in a cover, all tenders so enclosed in one cover will be liable to be ignored.
- (ii) In case of tender called under two-bid system i.e. Qualification/Technical Bid and Price Bid. Technical /Qualification Bid and Price Bid are to be submitted in separate envelope mentioning clearly Technical / Qualification Bid or Price Bid, as relevant along with the T.E. No. and opening date. Both the bids are then to be put in another envelope mentioning Tender No. and Opening Date on the top of envelope.
- (iii) Tender sent by hand delivery should be dropped in tender box at Main Gate of this factory before due time and date stipulated for Opening in the NIT.

For the Tenders published on OFB eprocurement website, Firms shall submit tender through OFB eprocurement portal <https://ofbeproc.gov.in> only.

5. LATEST HOUR FOR RECEIPT OF TENDERS: : (As Applicable)

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- (i) Your tender/quotation must reach this office not later than the time and date mentioned in the NIT (Notice Inviting Tenders) for receipt of the tender.
- (ii) Tenders sent by FAX will not be considered unless it is backed up by ink signed copy within seven days. Late quotation will be rejected outrightly.
- (iii) In case your firm not willing to quote due to any reason whatsoever, regret should be faxed well before the due date and time.

For the Tenders published on OFB eprocurement website, Firms shall submit tender through OFB eprocurement portal <https://ofbeproc.gov.in> only before bid submission closing date and time.

6. OPENING OF TENDER:

You are at liberty to present or authorize a representative to be present at the opening of the tender at the time and date as specified in the schedule to 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 “Subject to immediate acceptance”, “Subject to prior sale” will not be considered

8. PRICE & RANKING OF L-1:

- (i) L-1 bidder will be determined by total price excluding levies, taxes and duties levied by central / state / local Government such as CGST, SGST or IGST etc. on final product, as quoted by bidders. However ranking criteria may change as per OFBPM 2010 amendments from time to time.
- (ii) The price quoted per unit shown in the schedule must indicate basic rate, packing, freight, taxes/duties and all other elements mentioned in the price bid. Refunds on account of returnable packages (if any) are to be separately specified. Prices and refunds must be clearly shown in figure and words in Indian currency. In case of discrepancy between words and figures, price in word shall prevail.
- (iii) The price quoted must be firm & fixed unless otherwise stated and a price variation formula provided in the Terms & Conditions issued along with the Tender Enquiry.
- (iv) 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.
- (v) Units: When quotations are made for units other than those specified in the schedule the relationship 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 terms and conditions of 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 this discount.

11. TAXES/DUTIES:

- (i) Bidders must indicate separately the relevant taxes/duties likely to be paid in connection with the delivery of completed goods specified in RFP. If the firm desired to claim for CGST, SGST or IGST etc or any other charges as extra, the same must be specifically stated. In absence of such stipulation total cost quoted by them will be taken into account in the ranking of bids however relevant rules for CGST, SGST or IGST etc shall be applicable as per OFBPM 2010 and its amendment issued from time to time.
- (ii) If a bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty /tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to the 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 Government such as CGST, SGST or IGST 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. All such adjustment shall include all reliefs, exemptions, rebates, concessions etc, if any obtained by the seller. Section 64-A of sales of Goods Act will be relevant in this situation.

(iv) Levies, taxes and duties levied by Central/State/Local government such as CGST, SGST or IGST etc on final product will be paid by the buyer at actual, based on relevant documentary evidence subject to provision of OFBPM 2010 and amendment issued time to time. Taxes and duties on input items will not be paid by buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

(v) On tenders quoting GST extra, GST 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 GST and the same is payable as per the terms of the contract. Tenderers should furnish the GST Registration details without fail.

12. IMPORT RECOMMENDATIONS CERTIFICATE:

In case of imported stores on forward basis, preference will be given to tenderers who do not require the assistance for Director General of Ordnance Factories for obtaining Import License. The tenderers must invariably state if recommendations for Import license are required. Tenderers should specifically indicate in their tender, the number of quantity against each item or which they seek the recommendations of this office for special Import License.

13. TERMS OF DELIVERY:

(a) Delivery required as per schedule to tender / Special Conditions / Scope of Work enclosed.

OR

(i) Entire quantity by the month of _____ (ii) Supplies should commence at _____ per month from the month of _____ (iii) Quantity of _____ to be supplied by _____ and qty. _____ by _____ Time shall be essence of contract. If however, it is not possible for you to affect delivery by the date(s) you should specify the date by which you can guarantee delivery in the prescribed delivery schedule indicated above.

The delivery of the goods will be FOR MPF Ambarnath / Door delivery basis.

14. PAYMENT TERMS:

(i) Payment terms as per schedule to tender / Special Conditions / Scope of Work enclosed. Payment will be made only after receipt of contractor's bill in our standard bill form (Form No. IAFZ 68- in duplicate), original tax invoice, transporters invoice copy, ECS mandate alongwith cancelled cheque after acceptance of Stores / Services at MPF Ambarnath.

(ii) Please note that ADVANCE PAYMENT will not be applicable.

15. MODE OF PAYMENT:

Mode of payment will be e-payment (ESC/NEFT/RTGS). Therefore suppliers /vendors must submit their bank account numbers and other relevant details like ECS mandate alongwith cancelled cheque (format of ECS mandate is enclosed).

16. PAYING AUTHORITY:

The General Manager, Machine Tool Prototype Factory, Ambarnath – 421 502

17. PAYING OFFICER:

Accounts Officer, Machine Tool Prototype Factory, Ambarnath – 421 502

18. ADDITIONAL TERMS AND CONDITIONS OF TENDER: (Annexure enclosed as applicable).

Only for Offline Tenders which are not published on OFB eprocurement website

Tender shall comply the enclosed Annexure/s of Special condition of Tender / Scope of work etc. (As applicable) duly signed and stamped with acceptance remarks and forward the same alongwith tender documents. Offer may be ignored for non compliance of the same.

For the Tenders published on OFB eprocurement website, Firms shall download Annexure/s of Special condition of Tender / Scope of work etc. (As applicable) and upload the same duly signed and stamped with acceptance remarks during bid submission through OFB eprocurement portal <https://ofbeproc.gov.in> only before bid submission closing date and time. Offer may be ignored for non compliance of the same

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 tenderers shall supply the same at the rate quoted. Tenderers are 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. Orders for strategic items can be placed on more than one firm which will be within overall ambit of OFBPM2010 and amendment issued from time to time.

(ii) Purchaser reserves the right to place order on the successful tenderer/s for an additional quantity upto 50% at same rates quoted by them OR increase quantity upto 100 % during the currency of contract as per requirement which will be within overall ambit of OFBPM2010 and amendment issued from time to time.

(iii) 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 CARTEL FORMATION:

- (i) All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002.
- (ii) Firms are expected to quote for full quantity or part thereof but not less than 50% of tendered quantity. Offers for quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected if CARTEL formation is suspected. The Management, reserves the right to order any quantity on one or more firms. 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 base on of a pre-determined ranking of the firms decided through Vendor Rating as per the SOP for capacity verification (under 'para 24').
- (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 Ranking.
- (iv) 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 Rank2 (R2) firms in the ratio 60:40 or among R1, R2 and Rank3 (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 in to 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) 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 following two clauses would be incorporated in the tender enquiry.
 - (a) Order will be placed on two firms viz. L1 and L2 firms in the ratio of 60% quantity on L1 and 40% on L2 after acceptance of L1 price by the L2 firm. In case of cartel formation, the distribution may be similar but ranking R1 and R2 (in place of L1 and L2) will be decided as per vendor rating indices of the firms.
 - (b) Orders will be placed on three firms viz. L1, L2 and L3 firms in the predetermined ration i.e. 50% quantity on L1, 30% on L2 and 20 % on L3, after acceptance of L1 price by L2 and L3 firms. In case of cartel formation, the distribution may be similar but ranking R1, R2 and R3 (in place of L1, L2 and L3) will be decided as per vendor rating indices of the firms.

21. COMMUNICATION OF ACCEPTANCE:

Acceptance by the purchaser will be communicated by FAX, E-mail 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 shall 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 <http://ofbindia.gov.in>.
- (iii) Applicable only for Tenders issued on OFB e-procurement web portal : Vendors not registered for this item or similar item in MPF or other sister factories are requested to pay assessment fee online and also apply through online registration system <http://ofb.gov.in/vendor> well before bid submission closing date. The details of steps to be followed by the vendor, are mentioned in the link under the caption 'Help'.

23. PACKING:

Packing should be effective to protect the supplies from damage/dirt/moisture etc. during transit/handling/storage till utilization (packing details are to be provided by the tenderers).

24. SAMPLE:

Tender samples are not required unless specifically called for. Quotations without samples where 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 supply. A test certificate, firm's inspection report shall be submitted alongwith store / services.

26. INSPECTION

The bidders shall agree acceptance criteria/inspection terms of store as per schedule to tender/ Special Conditions /Scope of Work enclosed.

27. GUARANTEE/WARRANTY PERIOD:

The stores supplied / services against the order resultant to this tender shall be deemed to have been warranted against defective workmanship and material by the Contractor as per period and terms & conditions of schedule to tender/Special Conditions / Scope of Work enclosed. If, during this period any of the stores / services 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 should not be 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 @10% of the total supply order value within thirty days from the date of contract. PSD should be submitted in the form of Bank Guarantee/Fixed Deposit Receipt/Demand Draft from any Public Sector bank or from Axis Bank/HDFC Bank/ICICI Bank only drawn in favor of The Principal Controller of Accounts (Fys), Kolkata which should be valid up to 60 days beyond the date of completion of contractual obligations, including warranty. PSD will be returned to the supplier on successful completion of all his obligations under the contract. In case the execution of the contract is delayed beyond the contract period, the purchaser grants extension of delivery period, with or without LD, the supplier must get the PSD re-validated, if not already valid.

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;

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. PURCHASE PREFERENCE:

Purchase preference policy for Central Public Sector Enterprises as circulated from time to time by Dept. of Public Enterprise/GOI will be applicable. Purchase Preference Policy for Central Public Sector Enterprises has been terminated with effect from 31-03-2008 vide DPE OM No.DPE/13(150/07-Fin dated 21/11/2007). However this termination does not apply to the purchase preference allowed for sector specific CPSEs for which the purchase preference policy is laid down by the Ministries concerned.

33. 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 provisions 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 to 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.

(ii) The venue of the Arbitration shall be: Mumbai

(iii) For imported stores please refer website <http://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.

34. 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.

35. 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.

36. 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.

37. 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.

38. All other terms and condition shall be within overall ambit of OFBPM2010 and its amendment issued from time to time.

Sd/-
(Pranav Priyank)
Works Manager
For Sr. General Manager