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

NOTICE INVITING OPEN TENDER ENQUIRY
e-PROCUREMENT
NEW SOURCE DEVELOPMENT

The General Manager, Machine Tool Prototype Factory, Ambarnath (India), on behalf of the President of India, invites Tenders from established suppliers (e-Procurement), in **TWO 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- 2613884, 2974120, 2974130, 2613886/87 2613655 Modem **:** 2613945 Fax No: 2613065
Tender No:	17TE211372 dated 05/02/2018
Time & date & place of opening of Tender:	06/03/2018 at 2.30 PM @ MPF/Ambarnath
Amount to be deposited as EMD:	Rs.8856/- 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
7110308047	WELDING OF TRAINGULAR STAY TO DRG.NO.4071918 DULY STRESS RELIEVED AND NDT TESTED FOR PROJECT-155.	06 WHOLE JOB	FOR : MPF Ambarnath DELIVERY:- 03 Months From placement of order.

For further details visit our website: **https://www.ofbeproc.gov.in** & **www.tenders.gov.in**
For vendor enrollment query please contact 180025822502 or 0251-2612707 for assistance.

Vendor Qualification: - Firm must submit

1. Firm should submit the EMD of Rs. 8856**/-** as mentioned in the schedule to tender. EMD can be submitted in the form of Fixed Deposit or Bank Guarantee from any of the commercial banks drawn in favour of The General Manager, Machine Tool Prototype Factory (MPF) Ambarnath Or the firm should deposit EMD in the public account of The General Manager, MTPF, Ambarnath only through SBI collect (vide https://www.onlinesbi.com/prelogin/icollecthome.htm; Maharashtra Ÿ Govt. Department Ÿ General Manager, MPF Ÿ EMD (Earnest Money Deposit) against PV section and in this case copy of receipt/reference of the same should be submitted along with the tender documents). 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.
2. Firms registered with Micro and 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 Organisations (e.g. DGS&D) or concerned Ministries or Departments or Startups as recognized by Department Of Industrial Policy & Promotion (DIPP)., are exempted from furnishing EMD (copy of the certificate to be submitted).
3. Offer should be as per tender specification; any deviation in the offer should be clearly indicated.
4. Firm has to deposit 10% of total value of order as performance security deposit in favour of PCF&A (Fys) Kolkata if order is placed on the firm.

5. The firm has to submit enhanced security deposit if option clause order is placed.

6. Firm should have experience and past performance on similar contracts for last 02 years.
7. Submission of bid will be only through https://www.ofbeproc.gov.in through vendor's login. Paper quotation may not be accepted. In order to submit quotations through e-procurement mode please visit and click vendor login and enroll for e-procurement through vendor enrolment form. Firms are requested to purchase class III digital signature for vendor enrolment.
8. A vendor may 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 OTE.
9. A vendor may 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 OTE. The registration fee of ₹2000 for Small Scale Industries or ₹5000 for Large Scale Industries may be deposited only through SBI collect (vide https://www.onlinesbi.com/prelogin/icollecthome.htm; Maharashtra Ÿ Govt. Department Ÿ General Manager, MPF Ÿ Vendor Registration Fee against PV section and copy of receipt/reference of the same has to be uploaded along with the online VRRF and technical bid of the OTE).

NOTE:

1. Firm has to manufacture the item as per the respective Scope of work as per (Annexure-A).
2. Firm should have the essential machines for manufacture facilities as given in the Vendor Qualification Criteria enclosed as (Annexure-I).
3. Firm to comply with the “Special Instruction to Tenderers & Scope of Work”

-Sd-
(Pranav Priyank)
Works Manager
For General Manager

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS

Grams: PROTOTYPE No. MPF/PV/E PROC/TE-17TE211372
Phone : 0251ï 2613884,2974120, 2974130, 2613886/87 , Fax No. 0251-2613065,
Government of India, Ministry of Defence, Indian Ordnance Factories

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Please address to: The General Manager, Machine Tool Prototype Factory,
and not any officer by name. AMBARNATH ï 421 502

Tender Enquiry No. 17TE211372 Dated : 05/02/2018
TE Opening Date & Time 06/03/2018 : at 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 ñGovernment of Indiaò 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 General Manager
For and on behalf of the President of India.

SCHEDULE TO TENDER

Tender Enquiry Number: Date: 17TE211372
Date of Tender opening:06/03/2018 Time of Tender Opening: 14.30 hrs
Name of firm:
(B)

ITEM CODE	Description/Specification	Quantity Required	Delivery conditions
7110308047	WELDING OF TRAINGULAR STAY TO DRG.NO.4071918 DULY STRESS RELIEVED AND NDT TESTED FOR PROJECT-155.	06 WHOLE JOB	FOR : MPF Ambarnath DELIVERY:- 03 Month 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.

GST :

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 ï 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 General Manager
For and on behalf of the President of India.

Firms name and address with seal.

SPECIAL INSTRUCTIONS TO TENDERERS:

1	EARNEST MONEY DEPOSIT: Firm should submit the EMD of Rs. 8856**/-** as mentioned in the schedule to tender. EMD can be submitted in the form of Fixed Deposit or Bank Guarantee from any of the commercial banks drawn in favour of The General Manager, Machine Tool Prototype Factory (MPF) Ambarnath Or the firm should deposit EMD in the public account of The General Manager, MTPF, Ambarnath only through SBI collect (vide https://www.onlinesbi.com/prelogin/icollecthome.htm; Maharashtra Ÿ Govt. Department Ÿ General Manager, MPF Ÿ EMD (Earnest Money Deposit) against PV section and in this case copy of receipt/reference of the same should be submitted along with the tender documents). 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 Micro and 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 Organisations (e.g. DGS&D) or concerned Ministries or Departments or Startups as recognized by Department Of Industrial Policy & Promotion (DIPP)., are exempted from furnishing EMD (copy of the certificate to be submitted).
2	1. PREPARATION OF TENDER: (As Applicable) Only for Offline Tenders which are not published on OFB eprocurement website **For the Tenders published on OFB eprocurement website https://ofbeproc.gov.in follow the instructions given on the same website. Firm has to submit all the required documents on line in attachment.**
3 **(i)**	SIGNING OF TENDER: 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) **For the Tenders published on OFB eprocurement website, Firms shall submit tender through OFB E-Procurement portal https://ofbeproc.gov.in only.**
5	LATEST HOUR FOR RECEIPT OF TENDERS: : (As Applicable) **For the Tenders published on OFB eprocurement website, Firms shall submit tender through OFB E-Procurement portal https://ofbeproc.gov.in only before bid submission closing date and time.**
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 **(i)**	PERIOD FOR WHICH OFFER WILL REMAIN OPEN: 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:
(i)	L-1 bidder will be determined by total price excluding levies, taxes and duties levied by central / state / local government such as GST, 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 must be firm & fixed unless otherwise stated and a price variation formula provided 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)	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 any 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 this discount.
11	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. In absence of such stipulation total cost quoted by them will be taken into account in the ranking of bids.
(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 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. 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 GST, 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.
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 under:- (i) Entire quantity by (indicate month & year) **Within 03 Month.** ~~(ii) Supplies should commence @ ____________________ per month from the month of (indicate month & year) ___________________~~ ~~(iii) Quantity _____________ to be supplied by _______________ and qty.____________________ by __________________________~~ 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 **(i)** **(ii)**	PAYMENT TERMS: Payment terms as per schedule to tender / Special Conditions / Scope of Work enclosed. Payment will be made only after receipt of contractorŏs bill in our standard bill form (Form No. IAFZ 68- in duplicate), original tax invoice, transporters GST invoice copy, ECS mandate supported with clear Inspection Note and acceptance of Stores at MPF Ambarnath as per schedule. Please note that SPOT PAYMENT will not be applicable.
15	MODE OF PAYMENT: Mode of payment will be e-payment (ECS/NEFT/RTGS). Therefore suppliers /vendors must indicate their bank account numbers and other relevant details.
16	PAYING AUTHORITY: The General Manager, Machine Tool Prototype Factory, Ambarnath ï 421 502
17	PAYING OFFICER: Accounts Officer, Machine Tool Prototype Factory, Ambarnath ï 421 502.
18	14. ADDITIONAL TERMS AND CONDITIONS OF TENDER: (Enclosed, if required as Annexure).
19 **(i)** **(ii)** **(iii)**	RIGHT OF ACCEPTANCE 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. Purchaser reserves the right to place order on the successful tenderer/s for an additional quantity upto 50% of the item wise quantity offered by them at rates quoted OR increase quantity upto 100 % during the currency of contract as per requirement within overall ambit of OFBPM2010. Tenderers are bound to accept order for additional quantity under this clause if order is placed on them during the currency of contract.
20 **(i)** **(ii)** **(iii)**	SELECTION CRITERIA OF VENDORS IN CASE OF SUSPECTED CARTEL FORMATION: All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002. 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 ŏpara 24ŏ) 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) **(v)** **(vi)** **(vii)** **(viii)**	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. 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. 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. 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. 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 <u>one of following </u>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	<u>COMMUNICATION OF ACCEPTANCE:</u> Acceptance by the purchaser will be communicated by FAX, e-mail and express letter of acceptance or formal acceptance of tender.
22 **(i)** **(ii)** **(iii)**	<u>REGISTRATION OF TENDERER</u>: The firms registered with MPF Ambarnath, Sister Ordnance Factories or DGS&D should submit the details of registration. 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 <u>https://ofbindia.gov.in</u>. Applicable only for Tenders issued on OFB e-procurement web portal : Vendor may 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 OTE.
23	<u>PACKING</u>: 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	<u>SAMPLE</u>: Tender samples are not required unless specifically called for. Quotations without samples where samples are specifically called for are liable to be ignored.
25	<u>QUALITY ASSURANCE</u>: 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 should accompany the supply lots.

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 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 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. (i) The venue of the Arbitration shall be : Mumbai

	(ii) For imported stores please refer website https://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 be Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall 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 disfavors 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 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.

-Sd-
(Pranav Priyank)
Works Manager
For General Manager
For and on behalf of the President of India.

TENDER NO: 17TE211372 dated: 05/02/2018

TENDER OPENING DATE & TIME: 06/03/2018 on 14.30 hrs.

From:

To,

The Sr. General Manager
MTPF, Ambarnath.

I/We hereby offer to supply the stores detailed in the schedule hereto or such portion thereof as you may specify in the acceptance of Tender at the price given in the said schedule and agree to hold the offer open till _______________. I/We shall be bound by the communication of acceptance dispatched within the prescribed time.

I/We have understood the Instructions to Tenderers and conditions of Contract in the form No.DGS&D-68 Revised (excluding clause 24) included in the pamphlet entitled "Conditions of Contract governing contracts placed by the DGOF and have thoroughly examined the specification drawing and or pattern quoted in the schedule hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.

Signature of tenderer______________________

Address________________________________

Dated__________________________________

Signature of the Witness____________________

Address_________________________________

COMPLIANCE STATEMENT

/REF:T.E. NO :17TE211372 DT. 05/02/2018 OPENING DATE: 06/03/2018

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

3 of Instructions to tenderers	Whether the tender is signed by authorized signatory.		
2 of Instructions to tenderers	Return of tender documents with all pages duly signed and stamped.		
7 of Instructions to tenderers	Validity of offer 120 days.		
Option Clause	GM/MPF reserves the right to increase up to 50% of the order quantity without any change in the unit price and other terms and conditions.		
Plant and Machinery as per Annexure-I	Firm to provide details of plant and machinery available.		
Scope of Work Annexure-A	Firm to comply with the "Special Instruction to Tenderers & Scope of Work".		

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.