



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

**NOTICE INVITING OPEN TENDER ENQUIRY**  
**(SOURCE DEVELOPMENT)**  
**e-PROCUREMENT**

The General Manager, Machine Tool Prototype Factory, Ambarnath (India), on behalf of the President of India, invites Tenders from established suppliers of the item through e-Procurement, in **two Bid** (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:	17TE210579 dated 02/08/2017
Cost of the Tender (in Rs) :	Nil
Time & date & place of opening of Tender:	01/09/2017 at 2.30 PM @ MPF/Ambarnath
Amount to be deposited as EMD:	₹ 18520.00 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
7118099020	BATTERY & L.F. CIRCUIT SUPPORT ASSY FOR FUZE FB40 TO DRG.NO: 5690020	14287 Nos.	FOR : MPF Ambarnath DELIVERY:-03 Months From placement of order.

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

For vendor enrollment query please contact 180025822502 or 0251-2612911 for assistance.

**NOTE :**

1. The firm should be an Indian Manufacturer & necessary License/registration to be submitted.
2. **Firms who are established supplier of the above item to MPF will not be considered in OTE.**
3. List of machines available with the firm to manufacture the above item to be submitted with technical bid.
4. The firm has to submit documentary evidence in support that provides assurance that this source is legal.
5. Offer should be as per tender specification; any deviation in the offer should be clearly indicated.
6. Firm should be capable with respect to personnel, equipment and manufacturing Facilities.
7. Firm has to deposit 10% of total value of order as performance security deposit if order is placed on the firm.
8. Firm should submit document related to experience and past performance on similar contracts for last 02 years.
9. Firm has to submit Quality Assurance plan related to production and inspection to be submitted in technical bid.
10. Firm should submit Financial Capability through latest I.T.C.C. Annual report (Balance sheet, Turnover and Profit & Loss statement) of last 03 years.
11. Submission of bid will be only through <https://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.
12. The firms registered in Ordnance Factories and NSIC are exempted from payment of EMD.
13. Firm has to submit EMD of ₹ 18520. 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 of the public sector banks or a private sector bank authorized to conduct government business i.e. Axis Bank, HDFC Bank and ICICI Bank only. 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 – 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).

14. Firm which is not registered for this item in MPF or other sister factories has to submit the VRRF through online vendor registration portal at [www.ofb.gov.in/vendor](http://www.ofb.gov.in/vendor).
15. The vendor has to submit registration fee (assessment fee) in form of DD of INR 2000.00 for Small Scale Industries or DD of INR 5000.00 for Large Scale Industries of in favor The General Manager/ Machine Tool Prototype Factory, Ambarnath. Firm has to submit the details of online VRRF and assessment fee at the time of tender opening.

Sd/-  
(PRANAV PRIYANK )  
WORKS MANAGER  
FOR SR. GENERAL MANAGER

## INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS

Grams: PROTOTYPE No. MPF/PV/E PROC/TE-17TE210579  
Phone : 0251-2610884/886/887, 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 – 421 502

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Tender Enquiry No. 17TE210579  
TE Opening Date & Time

Dated: 02/08/2017  
: 01/09/2017 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 "Government of India" 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](http://www.ofbindia.gov.in). For DGS&D from 68R (excluding clause 24) may be referred at website [www.dgsnd.gov.in](http://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

## SCHEDULE TO TENDER

Tender Enquiry Number: 17TE210579

Date: 02/08/2017

Date of Tender opening: 01/09/2017

Time of Tender Opening: 14.30 hrs

Name of firm:

(B)

ITEM CODE	Description/Specification	Quantity Required	Delivery conditions
7118099020	BATTERY & L.F. CIRCUIT SUPPORT ASSY FOR FUZE FB40 TO DRG.NO: 5690020	14287 Nos.	FOR : MPF Ambarnath DELIVERY:-03 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.

Excise Duty:

P&F:

Other Charges:

FOR:

All Inclusive Rate:

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(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 – 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.

“ANNEXURE”

**SPECIAL INSTRUCTIONS TO TENDERERS:**

<b>1</b>	<p><b><u>EARNEST MONEY DEPOSIT:</u></b>                  Firm has to submit EMD of ` 18520. 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 of the public sector banks or a private sector bank authorized to conduct government business i.e. Axis Bank, HDFC Bank and ICICI Bank only. 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 – 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&amp;D), National Small Industries Corporation (NSIC) or concerned Departments or Ministries of the Govt. of India, are exempted from furnishing EMD (copy of the certificate to be submitted).</p>
<b>2</b>	<p><b><u>PREPARATION OF TENDER:</u></b>                  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.</p>
<b>3</b>	<p><b><u>SIGNING OF TENDER:</u></b></p> <ul style="list-style-type: none"> <li>i) Tender is liable to be ignored, if complete information, is not given therein or if the particulars and data (if any) asked for in the schedule to tender are not dully filled in. Specific attention must be paid to the delivery dates and also the general conditions of the contract as per form No.DGS&amp;D-68 (R) (excluding clause 24) as the contract should be governed by them.</li> <li>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.</li> </ul>
<b>4</b>	<p><b><u>DELIVERY OF TENDER:</u></b>                  Firm has to submit tender through OFB E-Procurement portal <a href="https://ofbeproc.gov.in">https://ofbeproc.gov.in</a> only.</p>
<b>5</b>	<p><b><u>LATEST HOUR FOR RECEIPT OF TENDERS:</u></b>                  Your tender/quotation must reach this office not later than the time and date mentioned in the NIT for receipt of the tender.</p>
<b>6</b>	<p><b><u>OPENING OF TENDER:</u></b>                  You are at liberty to authorize a representative to be present at the opening of the tender at the time and date as specified in the schedule of tender.</p>
<b>7</b>	<p><b><u>PERIOD FOR WHICH OFFER WILL REMAIN OPEN:</u></b></p> <ul style="list-style-type: none"> <li>(i) The offer should remain open for acceptance for a period as mentioned in schedule to tender.</li> <li>(ii) Quotations qualified by such vague and indefinite expressions as “Subject to immediate acceptance”, “Subject to prior sale” will not be considered.</li> </ul>
<b>8</b>	<p><b><u>PRICE:</u></b></p> <ul style="list-style-type: none"> <li>(i) L1 bidder will be determined by Total price excluding levies, taxes and duties levied by Central/State/Local Govt. such as excise duty, VAT, Service Tax, Octroi / Entry tax, etc. on Final product, as quoted by bidders. However ranking criteria may change as per OFBPM2010 amended from time to time.</li> <li>(ii) The price quoted must be firm &amp; fixed unless otherwise stated and a price variation formula provided in the additional Terms &amp; Conditions issued along with the Tender Enquiry.</li> <li>(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.</li> </ul>

(iv)	When quotations are made for units other than those specified in the schedule, the relationship between the two should be stated in the quotation.
9	<u>PRICE VARIATION:</u> 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	<u>OFFERS WITH DISCOUNTS FOR QUICK COVERAGE, INSPECTION OF THE PAYMENT:</u> 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	<u>TAXES/DUTIES:</u> (i) Firms must indicate separately the relevant Taxes / Duties likely to be paid in connection with the delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken in to account in the ranking of bids. (ii) If a firm is exempted from payment of any duty/tax upto any value of supplies from them, firm should clearly state that no such duty/tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of any duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the seller to obtain exemptions from taxation authorities. (iii) Any changes in levies, taxes and duties levied by Central/State/Local Govt. such as Excise Duty /VAT, Service Tax. Octroi / Entry tax, etc on final product upwards as a result of any statutory variation taking place with in contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/tax paid by the Seller. Similarly, in case of downward revision in any such duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the seller.(Ref Section 64-A of Sales of Goods Act) (iv) Levies, taxes and duties levied by Central/State/Local govt. such as Excise, VAT, Service Tax, Octroi/Entry tax 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	<u>IMPORT RECOMMENDATIONS CERTIFICATE:</u> 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. 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	<u>TERMS OF DELIVERY:</u> (a) Delivery required as under:- (i) Entire quantity by (indicate month & year) <b>Within 03 Months.</b> (ii) <del>Supplies should commence @ _____ per month</del> <del>_____ from the month of ( indicate month &amp; year ) _____</del> (iii) Quantity _____ to be supplied by _____ and <del>_____ qty. _____ by _____</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	<u>PAYMENT TERMS:</u> 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.
<b>15</b>	<b><u>MODE OF PAYMENT:</u></b> Mode of payment will be e-payment (ECS/NEFT/RTGS). Therefore suppliers /vendors to indicate their bank account numbers and other relevant details.
<b>16</b>	<b><u>PAYING AUTHORITY:</u></b> General Manager, Machine Tool Prototype Factory, Ambarnath – 421 502
<b>17</b>	<b><u>PAYING OFFICER:</u></b> Accounts Officer, Machine Tool Prototype Factory, Ambarnath – 421 502
<b>18</b>	<b><u>ADDITIONAL TERMS AND CONDITIONS OF TENDER:</u></b> (To be enclosed, if Required, as Annexure).
<b>19</b>	<b><u>RIGHT OF ACCEPTANCE</u></b>
<b>(i)</b>	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.
<b>(ii)</b>	Purchaser reserves the right to place order on the successful tenderer for an additional quantity up to 50% of the quantity offered by them at rates quoted. Tenderers are bound to accept Order for additional quantity under this clause if order is placed on them during the currency of contract
<b>20</b>	<b><u>SELECTION CRITERIA OF VENDORS IN CASE OF SUSPECTED CARTEL FORMATION:</u></b>
<b>(i)</b>	Firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the Competition Act 2002.
<b>(ii)</b>	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 24’).
<b>(iii)</b>	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.
<b>(iv)</b>	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.
<b>(v)</b>	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.
<b>(vi)</b>	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.
<b>(vii)</b>	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.
<b>(Viii)</b>	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 <b><u>one of the following</u></b> 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.
21	<b><u>COMMUNICATION OF ACCEPTANCE:</u></b> Acceptance by the purchaser will be communicated by FAX, Telegram and express letter of acceptance or formal acceptance of tender.
22	<b><u>REGISTRATION OF TENDERER:</u></b> (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 <a href="http://www.ofbindia.gov.in">www.ofbindia.gov.in</a>
23	<b><u>PACKING:</u></b> 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 tenderer).
24	<b><u>SAMPLE:</u></b> Tender samples are not required unless specifically called for. Quotations without samples where samples are specifically called for are liable to be ignored
25	<b><u>QUALITY ASSURANCE:</u></b> 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 lot.
26	<b><u>INSPECTION</u></b> ( Strike out whichever is not applicable) Inspection will be carried out at MPF by representative of General Manager/MPF.  <i>Or</i> <del>Inspection will be carried out at firm's premises by the Area Inspector of DGQA.</del>  <i>Or</i> <del>Inspection will be carried out at firm's premises by the representatives of MPF Ambarnath.</del>
27	<b><u>GUARANTEE/WARRANTY PERIOD:</u></b> 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	<b><u>RECTIFICATION OF DEFECTS:</u></b> 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	<b><u>PERFORMANCE SECURITY DEPOSIT:</u></b> 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)/Fixed Deposit Receipt (FDR) issued by a public sector bank or a private sector bank authorized to conduct government business (i.e. Axis Bank, HDFC Bank & ICICI Bank only (PBG) in the prescribed format within thirty days from the date of contract) drawn in favour of PCA(Fys), Kolkata which should be valid up to 60 days after date of completion of Order including warranty.
30	<b><u>BOOK EXAMINATION:</u></b> 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).
<b>31</b>	<b><u>LIQUIDATED DAMAGES:</u></b> 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.
<b>32</b>	<b><u>OCTROI EXEMPTION CERTIFICATE:</u></b> If required it is to be mentioned in the tender by the firm. The obligation imposed by this clause is without prejudice to the obligation of the contractor under any statute, rules or orders binding on the contractor.
<b>33</b>	<b><u>PURCHASE PREFERENCE:</u></b> 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.
<b>34</b>	<b><u>ARBITRATION:</u></b> a) <b><u>For Private firms:</u></b> (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 <a href="http://www.ofbindia.gov.in">www.ofbindia.gov.in</a> .  b) <b><u>For Govt. Departments/PSUs/UOI:</u></b> (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.
<b>35</b>	<b><u>JURISDICTION OF COURT:</u></b> 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.
<b>36</b>	<b><u>PENALTY FOR USE OF UNDUE INFLUENCE:</u></b> 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

	<p>India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or, anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the Supply Order and all or any other Supply Orders with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any office/employee of the Buyer for showing any favour in relation to this or any other Supply Order, shall render the Seller to such liability/penalty as the Buyer may deem proper, including but not limited to termination of the Supply Order, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.</p>
37	<p><u>AGENTS/AGENCY COMMISSION:</u>  The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Supply Order and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the 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.</p>
38	<p><u>ACCESS TO BOOKS OF ACCOUNTS:</u>  In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the Supply Order as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/inspection of the relevant financial documents/information.</p>

Sd/-  
(PRANAV PRIYANK )  
WORKS MANAGER  
FOR SR. GENERAL MANAGER  
For and on behalf of the President of India.

**TENDER NO: 17TE210579**

**dated: 02/08/2017**

**TENDER OPENING DATE & TIME: 01/09/2017on 14.30 hrs.**

From:

To,

The General Manager  
MPF 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 17TE210579

DT:02/08/2017

OPENING DATE: 01/09/2017

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.		
34 of Instructions to tenderers	Arbitration clause accepted.		
35 of Instructions to	Dispute if any subject to		

tenderers	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.		

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.