

**General Terms and Conditions****1.0 Product Pricing:**

1.1 Rate must be quoted in figures as well as in words indicating firm delivery schedule. If there is a discrepancy between the unit price and total price, the unit price shall prevail. If there is a discrepancy between words and figures, the amount in words shall prevail. 1.2 The price quoted against this tender should be firm and fixed or price variation formula during original delivery period only can be accepted provided the firm mentions the rate of raw material prevailing with date which can be verified from a Govt. or public source. 1.3 There must be no overwriting or erasure. All cutting or alteration should be written in words and initialed, if not complied offer may be ignored. 1.4 Tenderer should clearly indicate basic rate and GST. offer is liable to be rejected if any of the element is not clearly indicated (the Form-C will not be provided by the factory). 1.5. All inclusive rates per unit without element wise breakup will be liable for rejection. 1.6 Offer should be FOR OFC; otherwise offer is liable to be rejected. 1.7 Unloading of goods at OFC will be done by supplier. 1.8 Quotation should be valid for minimum period of 90 days from the opening date in a single bid (LTE) and 120 days in two bid systems (OTE/GTE).

**2.0 Product Quantity**

2.1 Purchaser reserves the right to place order on successful Tenderer at quoted rates for an option clause for additional quantity upto 50%/100% of the quantity offered by him. 2.2 Tenderers are bound to accept order for additional quantity if operated before expiry of original DP. 2.3 Quantity tolerance  $\pm 5\%$  can be accepted (as per para 7.17.1 of OFBPM-2010).

**3.0 Product quality & Inspection Clause**

3.1 Quotation must be given for the item strictly as per TE specifications and associated drawings. 3.2 Vender shall send their quality plan for approval by GM / OFC for manufacturing of this item. 3.3 Each package shall be suitably marked with identification marking to enable satisfactory reference to corresponding invoice and supply order. Outer dimension, volume and gross weight of each package shall be stenciled legibly in the Metric unit. 3.4 Supplier identity shall be marked on the manufactured product which should not be separable from the product over its life. 3.5 Inspection of the store will be carried out at OFC after receipt of material. 3.6 No sample should be sent with the quotation unless specifically called for. Quotations unaccompanied by suitable samples wherever called for are liable to be rejected. 3.7 Inspection of direct material: 3.7.1 Inspection of the store will be carried out at OFC after receipt of material. 3.7.2 Inspection Officer: Sr.GM/OFC or his authorized representative. 3.7.3 Criterion of Inspection: Relevant product specification and drawing. 3.7.4 Material or other tests to be conducted at NABL accredited LAB. Firm has to provide test report from NABL accredited lab with NABL logo on TC with each consignment. 3.7.5 General Manager, Ordnance Factory, Kanpur reserves the right to change the inspection agency to suit the convenience of the factory and in the interest of the state. 3.7.6 Test piece of the raw material to be provided by the firm for all direct material before bulk supply. For small order quantity the test piece can be supplied along with the bulk supply. 3.7.7 Quality control report of all parameters such as TCs and dimensional reports as per the specification and drawings to be provided by the firm for whole consignments. 3.7.8 Guarantee/Warranty certificate for conformance of specification and drawings to be provided by the firm. 3.7.9 The firm shall dispatch the bulk stores for inspection and payment as per delivery schedule. In case delivery schedule is expired, the firm shall take approval and DP extension from Purchase Officer before dispatching the store.

**4.0 Product Delivery**

4.1 Quotation must clearly indicate the details of packing proposed for dispatch. If however, any store is found damaged, the supplier is bound to replace them free of cost. 4.2 In the event of the failure due to any cause whatsoever, to supply the article ordered, GM/OFC will be at liberty to purchase the item from other source at the risk and cost of the contractor. 4.3 In case of delayed supplies beyond delivery period, purchaser reserves the right to recover liquidated damages @0.5% per week maximum to 10%. 4.4 GM/OFC reserves the right to cancel the Purchase Order after expiry of original DP without any intimation/financial repercussion.

**5.0 General Requirements**

5.1 Quotation should be sent in the Short Term Agreement duly signed and sealed enclosed envelop with tender number and date of opening clearly written on it. Firm should also put its seal and address on the envelope. 5.2 Please intimate your GST No. else your quotation is likely to be rejected. 5.3 If your firm is registered with OFC / DGS&D, the registration number and date may be intimated. 5.4 Full address of the Income Tax, Central Excise and Sales Tax authorities of the area including division / range / circle under which the firm falls should be mentioned else your quotation is likely to be rejected. 5.5 Legal status of the person signing the quotation should be clearly mentioned viz. whether he is signing as sole proprietor, partner or duly constituted attorney. The signatures must be complete and dated. Name and office stamp of the signatory must be affixed below signature. 5.6 All dispute arising out of any contract/ order placed as a result of this tender shall be referred to the sole arbitrator of the Director General Ordnance Factories, Kolkata or any officer appointed by him. 5.7 The firm should clearly mention GSTIN in their quotation. 5.8 Performance Security Deposit (PSD) payable to the purchaser has to be furnished by the supplier in the form of a performance bank guarantee (PBG)/FDR @ 10% of the order value within 30 days from the date of contract. PBG should remain valid for a period of 60 days beyond the date of completion of contractual obligations, including warranty. The BG/FDR will be returned to the supplier on successful completion of all his obligations under the contract. In case of DP extension, supplier must get the BG revaluated, if not already valid. 5.9 EMD if asked for should be submitted, failing which the offer will be ignored. 5.10 Tender will be received upto 2.30 PM on the date of opening. Purchaser will not be responsible for postal delay. Fax quotation may be considered if the same is followed by formal tender within 7 days from the date of opening. 5.11 Tenders will be opened on the specific date and time in the presence of representatives of the tenderers who wish to be present. The representative should have letter of authorization or other documents to identify him as representative of the tenderer. 5.12 Payment will be made within 30 days against bill on contractor's bill form in duplicate after receipt and acceptance of material in this factory. Payment through bank or advance payment is not acceptable. 5.13 Supplier should submit their bank account number and other payment details for affecting payment through Electronic Clearing System (ECS). 5.14 Purchaser preference will be given to Central Public Sector Enterprises. 5.15. Sr. General Manager / OFC reserve the right to cancel the tender enquiry at any stage without assigning any reason. 5.16. In case of standard items, price list of OEM should be enclosed with the tender. 5.17. The terms and conditions of the tender and purchase order will be as per provisions of OFBPM-2010. Tenders are not issued to those established vendors whose vendor rating is less than 70% as per latest vendor rating SOP of OFB. 5.18. 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 Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract 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 contract and all or any other contracts 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. 5.19. 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 officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer. 5.20. 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 Contract 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 contract 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 contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event is liable to refund all payments made by the Buyer in terms of the Contract 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 contracts concluded earlier with the Government of India. 5.21 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 contract 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. 5.22 Ordnance Factory, Kanpur is an ISO 14001 certified company and all its vendors are advised not to indulge in any practice which pollutes the environment at the time of delivery of stores. 5.23 In case of any dispute, OFBPM-2010 will follow.

**6.0 WARRANTY/GUARANTEE**

6.1 The store supplied against any order resultant to any tender shall be deemed to have been warranted/guaranteed against defective workmanship and material by the contractor for a period of 12 months from the date of receipt of the store by the consignee. 6.2 Any defective stores shall be repaired to the satisfaction of the consignee or replaced at his premises free of cost immediately on notice.

7.0 Special terms and conditions: All the firms should desist from forming CARTEL as the practice is prohibited under Sec. 3(3)(a)&(d) of the competition Act 2002. 02. Firms should 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. Wherever all or most of the approved firms quote equal rates in CARTEL, the purchaser will have right to place order on any one or more firms with exclusion of rest. 03. The purchaser will have right to delete the established firm who quote in CARTEL from the list of approved source, debar them from competing for a period decided by the purchaser which is firm and final. 04. Purchaser reserves the right to place order on two or three firms, even if it is not clearly mentioned in the TE, and tendered quantity will be distributed at L-1 rate between L-1 and L-2 firms in the ratio 60: 40 or amongst L-1, L-2 and L-3 firms in the ratio 50:30:20. In case of source development tender marks scored by the firm during capacity verification by the team of officers will be the basis of ranking. 05. Inspection by buyer. The buyer reserved the right to inspect the stores on arrival in India and discrepancy or defects found shall be reported to the seller to rectify the same within 30 days of receiving the intimation. 06 No conditional offer will be accepted. 07. In case of equal rates of two or more L-1 firms, PO will be placed on the basis of vendor rating (In LTE) and on the basis of marks scored in the CV (in OTE). 8. Conditional offer in any form of paper which is not through e-procurement will not be accepted.

**8.0 FOR GST**

8.1 Please indicate GST Registration No. Supplier must provide a copy of GST Registration Certificate. 8.2 Supplier must indicate the HSN code of the item if applicable. 8.3 Firm must submit Invoice with due registration number of GST along with delivery challan at the time of delivery. Material will not be allowed inside the factory without invoice. 8.4 Supplier who are not registered must submit an Affidavit "That are not registered under GST and they will not charge GST in the invoice". If at any time during the contract, supplier gets registered under GST due to crossing of threshold limit under GST. They will be eligible to claim taxes as applicable on such supply as per the Time of Supply provisions. Under GST and such tax reimbursed only when he fulfill the condition as specified in point No. (8.5). 8.5 If Supplier fails to make the payment of the GST as charged in the invoice or file the return for the corresponding period of supplies made to factory. In such cases of any default, factory shall not make payment of GST component and reserve the right to withhold entire payment and will recover the interest and fine levied by the GST authorities, if any, due to default made by the supplier. To claim the GST component from factory supplier must clear its mismatch if any in invoice filed in the GSTR-1 and submit a copy of GSTR-3 filing Acknowledgement with the factory.

8.6 If due to any reason, factory rejects the material supplied by the supplier. In the case factory shall issue the debit note to the supplier on the basis of which supplier registered under GST can avail the credit and supplier will issue the credit note to the factory also.