

**TENDER ENQUIRY NO. OFMK/RM/U400418 DT: 15.05.2018**

**TENDER DESCRIPTION: 2,500 KGS OF HARDENER FOR ESTER CURED ALKALINE  
PHENOLIC RESIN & 10,000 KGS OF ESTER CURED ALKALINE  
PHENOLIC RESIN**

**Important Instructions to Tenderers**

**CHAPTER-1**

**ELIGIBILITY**

- 1.1. Suppliers who are already established / supplied for this item are also eligible to participate, as the purpose of this tender is for better competition.**
- 1.2. Indian Firms located in India only can participate against this tender.**
- 1.3. The subject item being commercially Off the shelf item (COTS), all the Original Manufacturers (OEMs), Dealers / Traders / Stockiest / Authorized agents etc., are eligible to participate in the tender. However the tenderer must have supplied similar item to any Ordnance Factories / Govt. Departments, Semi Government Organizations, PSUs or any Leading Private sectors in the last 2 years. Necessary Documentary evidence to prove the same shall be enclosed.**
- 1.4. Purchaser reserves the right to carry out the capacity verification of the bidder at any stage.**
- 1.5. Firms should clearly specify their vendor registration if any with Ordnance Factories, Department of Defence Production, Ministry of Defence and with any other Govt. of India Organizations copy of valid registration document to be enclosed**

**1.6. Technical Eligibility:**

The purpose of this criterion is to ensure that the tenderer possesses the necessary technical expertise to supply subject item. Firm must also have in place necessary quality systems to ensure material as per specification mentioned in the T.E. is supplied.

Therefore the tenderer must enclose necessary particulars in this behalf with their offer. GM/OFMK reserves the right to verify these documents as well as physical assets of the firm under this clause to determine firm's suitability.

The firm shall be considered to be eligible under this clause based on Experience and past performance on execution of Similar Contracts/Orders/Work for last 2 years. The firm must enclose relevant documents (Name and full address of the customers with order No., (enclose copy of orders) date of supply and performance report thereof, order completion certificates etc.,) in this regard along with their technical bid.

**Similar Contracts / Orders / Work mentioned above means: – Firm should be a Manufacturer/traders of above item.**

**The Anticipated Value of the Tender is: Rs. 8,30,000/-**

**1.7. Commercial Eligibility.**

The tenderer shall produce proof that he is financially capable to fulfill the contractual obligations. To support the claim, the tenderer shall also submit the following with their technical bid.

Copies of latest I.T.C.C., Annual financial reports (balance sheet and Profit & Loss Account) of last 3 years & PAN card.

The total sales of the company must be equal to or more than Anticipated/Approximate tender value in each of last 3 years (preceding 3 financial years from current financial year)

**Following Additional supporting documents are also to be enclosed:-**

- a) Copies of Partnership deeds etc. as applicable.
- b) Copy of certificate of incorporation and Articles of Association.
- c) Affidavit that the firm is not banned by any Govt. body.

**1.8** The firms must have/possess both Technical and commercial eligibility to qualify for bidding (firm should enclose/attach all the relevant documents along with their bid).

**1.9** Firm should be ISO certified and have experience in dealing with GOST, OST etc Russian Specification.

## **CHAPTER-2**

### **CONTRACTUAL TERMS OF TENDER**

#### **2.1 Technical Requirements of item**

Technical requirement of the item is as per Description/ Nomenclature/ drawings/ specifications of the item being forwarded along with Tender documents and uploaded on website. In case of any doubt/clarification on drawing/specifications of item please contact Raw material section of OFMK at Phone No. 040-23283441 & 23283623 or Fax to 08455-239074.

#### **2.2 Required Delivery Schedule/Delivery Period (D.P.)**

Full supply order quantity shall be supplied within 3 months from the date of placement of Supply Order (S.O.)/Letter of Intent

#### **2.3 Inspection Clause & Conditions related to Quality Assurance:**

- 1) Inspection of the stores shall be carried out by the authorized representative of General Manager (G.M.)/OFMK at OFMK, at firm's premises or any other place as decided by inspection officer(Divisional/Group officer of QAMI section of OFMK will be inspection officer).
- 2) **Inspection Method:** As per inspection procedure or parameters mentioned in the Technical specifications as per Enclosed drawings/specification or as decided by Inspection Officer. Inspection officer will be the final authority in this matter. Please Contact QAMI section of OFMK at Phone No: 040 -23283248 & 23292927 in this regard.
- 3) Guarantee/Warranty Certificate for a period of 12 months is to be submitted along with the supplies.
- 4) Test Certificate: All relevant inspection reports and test certificates from Govt. /NABL approved test Labs or Original Equipment Manufacturers applicable along with a covering declaration as per format given below are to be submitted along with the supplies.

#### **DECLARATION**

We hereby declare that the products (Description/Name of Product) quantity\_\_\_\_\_supplied by our company (Name of the firm) vide challan No.\_\_\_\_\_ as per the S.O. No. \_\_\_\_\_ Dt.\_\_\_\_\_ are meeting all requirements laid down in the specification. We hereby undertake to replace whole and/or part consignment as the case may be in the event of its not meeting the requirement/standards laid down in the supply order.

Quality Control Manager (if any)

Managing Director/Partner/Proprietor

Supplier's Stamp

- 5) The firm shall intimate well in advance by fax/letter addressed to GM/OFMK with specific attention to purchase officer and inspection officer about the readiness of material with relevant details as given below:
  - i) Supply Order No. & Date.
  - ii) Date of readiness of material.
  - iii) Item description and item code as per supply order.
  - iv) Quantity being tendered with pre-inspection report.

- v) Quantity within Delivery schedule or not. If not Firm should take Delivery Period (DP) extension from purchase officer and submit the copy of DP extension letter to the inspection officer.
- 6) Supplier must satisfy himself that the stores are in accordance with the terms of the supply order and fully conform to the required specification by carrying out thorough pre-inspection of each lot before submitting to the inspecting officer. Pre inspection report is to be submitted along with the supplies.
- 7) General Manager/OFMK reserves the right to change the inspection agency/officer and/or place of inspection to suit the convenience of the Factory and interest of state.

**2.4 Commercial Conditions of the contract. (Firms must indicate their clear acceptance or otherwise against each condition)**

**2.4.1 Performance Security Deposit:**

Performance Security deposit of 10% of the Supply order value has to be deposited by the firm within 30 days of issue of Supply order by OFMK. The deposit can be submitted in the form of DD or Bank Guarantee (Divisible) issued by a Public Sector Bank or a private sector Bank authorized to conduct Government Business and valid up to completion of contract including 60 days beyond guarantee period. OFMK will be free to encash / forfeit the security deposit in case we feel that supplier has not carried out any obligation under the supply order. The Bank Guarantee is to be given in enclosed format Annexure B only.

**2.4.2 Liquidated Damages :**

In the event of the Agency's failure to submit the Bonds, Guarantees and Documents, supply the Services/goods and conduct trials, installation of equipment, training, etc., as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the AGENCY as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered Services/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed Services.

**2.4.3 Fall Clause:**

In case it is noted that during currency of order against this tender another order for same item is placed on your firm by any other Govt. agency at a lower rate then that lower rate will be applicable to this order as well from the date of placement of such order having lower rate.

**2.4.4 Option Clause:**

The purchaser retains the right to place order for additional qty. of up to 50% of the originally ordered qty. under this clause. The supplier will be bound to accept the same at same rate and terms as of original order. OFMK will be free to operate this clause any time during the currency of the contract i.e., from the date of placement of supply order till end of original delivery period.

**2.4.5 Arbitration Clause: (for Indian Suppliers):-**

**2.4.5.1 LAW:**

The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

#### 2.4.5.2

#### **ARBITRATION CLAUSE for Suppliers (OTHER THAN PUBLIC ENTERPRISES/ GOVT.DEPARTMENTS):**

- (a) All the disputes and differences arising out of or in any way touching or concerning this agreement(except those for which specific provision has been made therein) shall be referred to Sole Arbitrator to be appointed by Director General Ordnance Factories, Government of India. The Arbitrator so appointed shall be a Government servant who had not dealt with the 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 or differences for the time being or a Govt. Servant appointed by him the appointee shall not be Govt. Servant who had dealt with the matters to which this agreement relates and that in the course of his duties as Govt. Servant he had not expressed views on all or any of the matter in dispute or difference. The Award of the Sole Arbitrator shall be final and binding on the parties.
- (b) The Arbitration shall be as per Arbitration Act 1996 or any statutory modification there of.
- (c) The venue of Arbitration shall be ORDNANCE FACTORY MEDAK YEDDUMAILARAM-502 205

#### ARBITRATION CLAUSE: FOR PUBLIC ENTERPRISES/GOVT DEPARTMENTS suppliers:

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 Govt. 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 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 and 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. (Ref- Min. of HI & PE OM No. 1(24)/ 2005-DPE (PMA) dt. 22/1/04)

#### 2.4.6

#### **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 contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government. 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 offense 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 has been committed shall be final and binding on the seller.

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 contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government. 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 offense 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 has been committed shall be final and binding on the seller.

Giving or offering of any gift, bribe or inducement or any attempt to 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 the decision of the buyer directly or indirectly or any attempt to influence any officer/employee of the buyer for showing any favor 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.

#### **2.4.7 Agents/ Agency Commission:**

The seller confirms and declares to the buyers that the seller is the original manufacturer of the stores 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 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 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 the rate. The buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

#### **2.4.8 Access to the 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 document/information.

The manufacturers will provide free access to the inspection team to their works of manufacturing units.

#### 2.4.9 Integrity Pact:

An “Integrity pact” would be signed between purchasing agency of MOD and the bidder for purchases exceeding Rs. 5 Crores. This is a binding agreement between the agency and bidders for specific contracts in which the agency promises that it will not accept bribes during the procurement process and bidders promise that they will not offer bribes. Under the IP, the bidders for specific services or contracts agree with the procurement agency or office to carry out the procurement in a specific manner. The essential elements of the IP are as follows:-

- a) A pact (contract) between the Government of India (Ministry of Defence) (the authority or the “principal”) and those companies submitting a tender for the specific activity (the “bidder”).
- b) An undertaking by the principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violations.
- c) A statement by each bidder that it has not paid, and will not pay, any bribes.
- d) An undertaking by each bidder to disclose all payments made in connection with the contract in question to anybody (including agents and other middlemen as well as family members etc., of officials); the disclosure would be made either at the time of tender submission or upon demand of the principal, especially when a suspicion of a violation by the bidder emerges.
- e) The explicit acceptance by each bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning bidder until the contract has been fully executed.
- f) Undertaking on behalf of a bidding company will be made “In the name and on behalf of the company’s chief executive officer”.

The following set of sanctions shall be enforced for any violation by a bidder of its commitments or undertakings:-

- i. Denial or loss contracts
- ii. Forfeiture of the bid security and performance bond
- iii. Liability for damages to the principal and the competing bidders and
- iv. Debarment of the violator by the principal for an appropriate period of time.

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior and compliance programme for the implementation of the code of conduct throughout the company.

#### 2.4.10 Payment Terms:

- a. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI, to be submitted by Bidders for receiving payment through ECS is enclosed as Annexure –C. The payment will be made as per the following terms, on production of the requisite documents. Income tax will be deducted at the source as per the prevailing rate under IT Act.
- b. 100% payment will be made within 30 days after receipt and acceptance of material at Ordnance Factory Medak (OFMK) and receipt of firm’s bill in prescribed proforma issued by OFMK along with Supply Order with all other necessary documents.
- c. All the payments will be made directly to firm’s bank account through e-payment only and it is requested to furnish the following particulars for making e-payment.
  - i) Bank name and address
  - ii) Your bank account number
  - iii) Bank’s MICR/RTGS/NEFT Number/IFSC Code

Firm may note that no cheque payments will be made.

The bills should be submitted in our prescribed proforma in duplicate signed on revenue stamps and along with GST Certificate indicating clearly item number, LF Number, description of the Stores and Supplier code as given in S.O. The original copy of the S.O. is to be submitted along with the final claim.

Rates of GST's prevailing during supply of the ordered material should be endorsed on the bill while submitting for payment. Payment for the part quantity supplies of stores may also be made to the supplier in accordance with the procedure above, if supplied within DP (i.e. within original delivery period). If bills are not claimed within a period of three years from the date of last supply no claim will be entertained.

d. **Advance Payments:** No advance payments(s) will be made.

#### **2.4.11 FOR, Transportation and Delivery**

- a) In case of Indian suppliers **FOR shall be OFMK only**. Freight charges up to OFMK shall be borne by the suppliers. In case firm has separately not made any mention of freight charges it will be deemed that the rates quoted include freight charges up to place of delivery.
- b) Consignee: The General Manager, Ordnance Factory Medak, Yeddumailaram – 502205, Sangareddy District (Telangana State)
- c) Time will be the essence of contract and the delivery period (including staggered delivery periods – if any) mentioned in order must be maintained by supplier. The order shall become liable for cancellation after expiry of delivery period and supplier must obtain extension to same from purchaser to avoid cancellation. However the purchaser retains right not to give any such extension and in such an event the order (or part of order-in case of staggered deliveries) will be cancelled at risk and cost of supplier. Items delivered after DP and without obtaining valid D.P. extension will be totally at risk and cost of supplier only and OFMK reserves the right to refuse taking delivery of these or not to make any payment for the same if D.P. is not extended.
- d) The purchaser will not make any transit insurance and supplier will be responsible for consignment until the entire consignment arrives in good condition at OFMK.

#### **2.4.12 Guarantee / Warrantee:**

The stores supplied against this supply order 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 the consignee's end. If, during this period any of the stores is found so defective the same shall be replaced by the contractor free of charge at the consignee's end immediately.

#### **2.4.13 RISK AND EXPENSE PURCHASE:**

Risk and Expense purchase may be undertaken by the purchaser in the event of the supplier failing to supply the goods/services on order within the stipulated period and where extension of delivery period is not approved. Whenever risk purchase is resorted to, the supplier is liable to pay the additional amount spent by the Government, if any, in procuring the said contracted goods/ services through a fresh contract, i.e. the defaulting supplier has to bear the excess cost incurred as compared with the amount contracted with him.

#### **2.4.14 NOTICES:**

Any notice required or permitted by the Supply Order will be written in the Hindi / English language only and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.



#### **2.4.15 TRANSFER AND SUB-LETTING:**

The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Supply Order or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Supply Order or any part thereof.

#### **2.4.16 PATENTS AND OTHER INDUSTRIAL PROPERTY RIGHTS:**

The prices stated in the present Supply Order shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement 120 of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

#### **2.4.17 Amendments:**

No provision of present Supply Order shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Supply Order and signed on behalf of both the parties and which expressly states to amend the present Supply Order.

#### **2.4.18 Packing and Marking:**

The following Packing and Marking clause will form part of the contract placed on successful Bidder.

- a. The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.
- b. The packing of the equipment and spares/goods shall conform to the requirements of specifications & standards in force in the territory of the seller's country.
- c. Each spare, tool and accessory shall be packed in separate cartons. A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. A tag in English with said information shall also be attached to six samples of the item. If quantity contracted is less than six then tag shall be affixed to complete quantity contracted of the item. The cartons shall then be packed in packing cases as required.
  - i. Part Number:
  - ii. Nomenclature:
  - iii. Contract annex number :
  - iv. Annex serial number:
  - v. Quantity contracted:
- d. One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No.1 painted in a yellow colour.

The Seller shall mark each package with indelible paint in the English language as follows:-

1. EXPORT	6. Seller	11. Qty in no's in package
2. Contract No.	7. Package number	
3. Consignee	8. Gross / Net weight	
4. Port / airport of destination	9. Overall Dimensions / volume	
5. Ultimate consignee	10. The Seller's marking	

- e. If necessary, each package shall be marked with warning inscriptions: <Top>, “Do not turn over”, category of cargo etc.
- f. Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from the damage of deterioration during transportation by land, air or sea. In this case the Buyer shall finalize the marking with the Seller.
- g. In case of very small items like rivets, bolts, nuts etc., are to be packed 100 nos. each in Suitable packet and quantity contained in that packet is to be clearly mentioned on the packet along with other details.
- h. Suppliers have to incorporate the firm's monogram/identification mark on the components to be supplied to OFMK. In case of very small item the monogram may be put on the packets in which the components are to be supplied.

#### **2.4.19 FRANKING CLAUSE:**

The following Franking clause will form part of the contract placed on successful Bidder-

- A. Franking Clause: In the case of Acceptance of Goods “The fact that the goods have been inspected after the delivery period and passed by the Inspecting officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract.
- B. Franking Clause: In the case of Rejection of goods “The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract”.

#### **2.4.20 Force Majeure Clause:**

- A. Neither party shall bear responsibility for the complete or partial non-performance of the any of its obligations (except for failure to pay any sum which has become due on account of receipt of services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- B. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- C. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify the written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

#### **2.4.21 QUALITY:**

The quality of the Services delivered according to the present Contract shall correspond to the technical conditions and standards.

#### **2.4.22 ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT WILL BE AS PER FORM DGS&D 68 (REVISED) AND OFB PROCUREMENT MANUAL 2010.**

## CHAPTER-III

# Instructions to Tenders

**Type of bidding: Two Bid System through E-Procurement Portal ([www.ofbeproc.gov.in](http://www.ofbeproc.gov.in))**

### **3.1 Types of Bidding and Tender Schedule:**

This Tender is processed in Two Bid System (Technical and Financial (Price)) through online i.e. through Ordnance Factory Board (OFB) E-procurement portal/website [www.ofbeproc.gov.in](http://www.ofbeproc.gov.in) only. Firms must submit their offer/bids through the above E-procurement portal only. Offers received other than through above OFB E-procurement portal will not be considered. Tender schedules/due dates (Bid submission closing date and time, Bid opening date and time etc), Corrigendum if any, will be available/published in the above portal/website [www.ofbeproc.gov.in](http://www.ofbeproc.gov.in) only. (Corrigendum if any against this Tender will not be published in newspapers and also will not be intimated to individual firms separately, hence firms can visit the above website during the processing this Tender for knowing the status of Tender & corrigendum if any.)

### **3.2 Earnest Money Deposit (EMD):**

Bidders are required to furnish EMD along with their bids for an amount of **Rs. 24,900/-**. The EMD may be submitted in the form of Account Payee, Fixed Deposit Receipt, Banker's cheque, payment online in an acceptable or Bank Guarantee from any of the Commercial Banks authorized to conduct Government Business in favor of "Sr. General Manager Ordnance Factory, Medak" payable at State Bank of India (SBI), Eddumailaram, Sangareddy Dist (Branch Code: 20537) as per enclosure ANNEXURE-A.

**EMD is normally required to remain valid for a period of 45 days beyond final bid validity period.**

If the firm is registered with MSME or registered with Ordnance Factories or the Central Purchase Organization or concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP), then the firm may avail exemption from paying EMD. To avail this exemption firm has to attach the concerned valid registration certificate without fail along with technical bid. Firm also has to fill relevant details in the EMD field of OFB e-procurement portal.

#### **Exemption from submission of EMD.**

If the firm is not meeting above criteria for exemption of EMD, then the firm has to submit the EMD amount in the form of DD in favor of The General Manager, Ordnance Factory Medak, Yeddumailaram - 502205 Dist. Medak, Telangana State from any Public Sector Bank or a private sector Bank authorized to conduct Government business.

Valid exemption document(s) or EMD amount in the form of DD must be sent in a envelope marked "**EMD Documents AGAINST O.T.E. No-OFMK/RM/U400418 DT: 17.05.2018. Tender Opening Date: 13.06.2018**" by registered post or delivered by hand to OFMK and should reach OFMK on or before 2 PM of Tender Opening Date (Technical Bid). The envelope must be addressed to The Sr. General Manager, Ordnance Factory Medak, Post: Yeddumailaram, Dist. Medak- TS State 502 205. If delivered by hand they should be put in the Tender Box kept in the Tender room of Ordnance Factory Medak. Care should be taken to put the envelope in the box marked as '**RM**' only. Other boxes in the tender room are meant for tenders floated by other departments of OFMK. Envelope dropped in the wrong box may not be opened and firm only shall be responsible for same. Copy of EMD exemption documents / scanned copy of DD should be forwarded to mail id [rawmaterials.ofmk@ofb.gov.in](mailto:rawmaterials.ofmk@ofb.gov.in) also. Additionally the firm should enter the details of the DD in the EMD field of OFB e-procurement portal. In case of non availability of EMD or valid exemption document(s) on technical bid opening date, the technical bid of firm will **NOT** be opened.

Note:

1. On the backside of the DD/Bankers cheque the firm should write their firm's name & address along with Tender No. & Date.
2. The DD must be taken only on or after the publication date of this Tender in OFB E-procurement portal/website [www.ofbeproc.gov.in](http://www.ofbeproc.gov.in).
3. The firm must submit the EMD (in specified form) or submit the valid documents to claim for exemption of EMD payment.

### 3.3 Validity

The offer should be valid for **180 days** from the date of opening of tenders.

### 3.4 Instructions for submission of bids for E-Procurement cases.

- a) This case will be processed through OFB E procurement website/portal [www.ofbeproc.gov.in](http://www.ofbeproc.gov.in). The firm can also access the e-procurement website by clicking the e-procurement tab provided in the OFB website [www.ofbindia.gov.in](http://www.ofbindia.gov.in).
- b) For participating in this E-Procurement system, the vendors should have class-III Digital signature issued by agencies authorised for same. The details of same are available at <http://www.cca.gov.in>. The firms can also see the details from OFB e-procurement portal.
- c) After obtaining digital certificates as above the firms must upload all relevant data of their firm in the OFB e-procurement portal and request OFMK for enrolment. Please note that enrolment with OFMK is must for bidding against OFMK tenders.
- d) OFMK shall scrutinise the uploaded data of the firm, verify the details as required and accord enrolment approval in the OFB e-portal as applicable.
- e) After enrolment by OFMK, the firm can submit their offer/bid in OFB e-procurement website/portal. After viewing the NIT details, if the firm wants to bid against the e-tender, firm must submit cost of tender documents/tender fee and EMD (Earnest Money Deposit) so as to reach **OFMK before last date of receipt of same indicated in e-procurement website**.
- f) In case of any doubt on enrolment process please contact on Toll free number of M/s M-Junction: 1800 258 2502 (OFB e-procurement help desk) or MCC section of OFMK Tel No. 040-23283442, 23283721
- g) The firms who are already enrolled for e-procurement with OFMK can participate for this tender directly (do not require any fresh enrolment again) by submitting the cost of Tender Document/Tender Fee and EMD so as to reach OFMK before last date of receipt of same indicated in OFB e-procurement website.

### 3.4 Withdrawal of Offer

Withdrawal of any quotation in full or part after opening the tender within the stipulated date of validity of the offer will render the entire offer invalid and is liable for invite administrative action which may result in withholding future business/dealing with firm/supplier, for resorting to such practices in addition to forfeiture of EMD if any.

### **3.5 Opening of tender:**

The tender will be received and opened at the office of the purchaser on the date and time specified in Invitation of Tenders. In 2 Bid System only Technical Bid will be opened on due date of tender opening. The price bids of only those bidders will be opened who are considered to have capacity to make subject item / services and whose offers are considered acceptable. The price bid will be opened at a later date which will be intimated separately to the bidders concerned.

### **3.6 Right of acceptance/ non acceptance of offer :**

The purchaser reserves right to accept or reject any offer wholly or partly without assigning any reason thereof. The purchaser does not pledge itself to accept the lowest or any other offer and reserves to itself the right of acceptance of the whole or any part of the offer or portion of the quantity offered.

### **3.7 Technical bid:**

The tenderer shall carefully check the specifications and drawings and shall satisfy himself of the suitability of the item being offered by him for intended use. Tenderer shall take full responsibility for the efficient and satisfactory functioning of offered item while in use. In case he has any doubts on any technical points, the same should be got clarified beforehand. Submission of bid by firm will be deemed as his confirmation of having understood all technical aspects of item on tender.

The offer should be complete in all respects along with supporting documents and technical literature like catalogue, test charts, list of customers of similar item(s), performance feedback reports from users etc. as required/ applicable.

**Samples of stores, as required by OFMK, to be submitted at the stage of technical evaluation for testing and verification if applicable.**

The tenderer is at liberty to offer alternative offers with any modifications he considers advisable giving full reasons in support thereof. However, it will not be binding on purchaser to accept it in part or full and purchaser will be at full liberty to ignore any such offer.

The offer should conform to technical specification and general conditions of contract. However, deviations, if any, should be clearly brought out by the tenderers. The tenderer should invariably attach with their offer a clause-wise compliance statement against

- (I) Technical specification As per enclosure
- (II) Commercial conditions of contract (Chapter 2)
- (III) Instruction to Tenderers (Chapter 3)

Incomplete quotations are liable to be ignored

### **3.8 Queries / Clarifications :**

Queries/Clarifications of all nature, if any that may arise should be referred by the tenderer via written communication (Fax/ mail/ Letter) addressed to following:

THE GENERAL MANAGER  
ORDNANCE FACTORY  
YEDDUMAILARAM – 502 205  
DIST. SANGAREDDY, Telangana State      **PH: 040-2328-3441**  
**Attn: JT.GM/RM**

### **3.9 Evaluation of price bids:**

1. Subject to technical acceptability, the taxes and duties levied by Central/State/Local Governments such as GSTs etc. on final product will not be used in evaluation criteria for

L1 determination in those cases, where only Indian Bidders are competing. However, L1 determination, will be done based on the landed cost which will include Basic cost, Packing & forwarding, Testing Charges, Transportation up to Ordnance factory Medak and any other charges (other than taxes and duties). In case firm has not mentioned clear freight charges, packing and Forwarding charges, Testing charges and any other charges separately, it will be deemed that the same is included in cost quoted.

2. Rates/ percentage of GSTs, including HSN number of the item, packing and forwarding charges, Freight charges etc., if payable extra, should be mentioned clearly in quotation.
3. Quotation must be given strictly as per OFMK specifications and no deviations are accepted.
4. All Tender documents duly signed and drawing must be returned along with your quotation failing which your offer is likely to be ignored.

### **3.10 General Instructions :**

- a. Tender documents are not transferrable.
- b. Quotations received after due date & time will not be accepted at the OFB e-procurement Portal.
- c. Offers/ bids must be submitted in OFB E-procurement portal [www.ofbeproc.gov.in](http://www.ofbeproc.gov.in) in the prescribed template/form only.
- d. Copy of TIN No, Pan Card and GST registration certificate must be attached/uploaded along with the offer.
- e. There should be clear mention of statutory Levies like GSTs etc. in the offer.
- f. Firms must clearly state GSTs etc and % of the same. Clearly specifying % of tax/ duty is mandatory and offers simply stating “tax / duty extra” or “tax / duty as applicable” (without indicating %) shall not be considered. The Firm must indicate the same in the price bid template provided in the tender.
- g. The tenderer will have no claim of compensation on account of increase of any duty/ tax etc., except statutory levies, during the currency of the contract, unless specifically agreed to. For this purpose the offers must be given carefully as brought out in para above.
- h. Conditional offers may not be accepted.
- i. The prices quoted must be firm and fixed throughout contract period.
- j. Packing and Forwarding charges, if extra, should also be clearly indicated. In absence of any clear stipulation it will be deemed that rates are inclusive of all such charges.
- k. Purchaser at his sole discretion and without assigning any reason reserves the right to place the order either on one or more than one firm in order to have more sources of supplies or if L1 does not have sufficient capacity. In such case, quantity may be divided in L1 and L2 or L1, L2 and L3 subject to L2 and/or L3 matching all-inclusive L1 rate. The percentage of quantity so divided will normally be in the ratio of 60:40 between L1 and L2 or 50:30:20 between L1, L2, L3. However, the competent financial authority reserves the right to place the order in some other ratio depending upon merit of each case. Firms’ must further note that unless firm has specifically mentioned different rates for part quantities, it will be deemed that rate quoted is irrespective of quantity.
- l. Canvassing by tenderers in any form including unsolicited letters on tenders or post tender corrections shall render their offers liable for rejection. Any offer may be rejected by the Sr. General Manager/General Manager, Ordnance Factory Medak at his discretion at any stage without assigning any reason thereof to the tenderer.

- m. Quality plan for tendered items shall be attached/uploaded along with the offer, wherever applicable.
- n. Sample of the stores should be submitted wherever applicable.
- o. This tender enquiry is being issued with no financial commitment at this stage and purchaser reserves the right to change or vary any part of this tender at any stage. Purchaser also reserves the right to withdraw the tender should it be so necessary at any stage.
- p. All the relevant documents are to be attached/enclosed/uploaded along with the bids in the OFB e-procurement portal.
- q. Firms must give their compliances for the terms of this tender in e-procurement portal in the relevant forms/templates provided while submitting their bids without fail. Firms must quote /fill their price, tax etc., in the relevant columns /space/form provided to quote/fill only (i.e, in price bid template only) in E-procurement Portal. Price elements which are given/indicated by firms at other than the relevant columns of price bid template such as in separate attachments etc., will not be considered for evaluation. Further firms should note that they should not indicate/disclose their price elements along with their technical bid/literature/documents/attachments etc.
- r. GST Registration number is required to be mentioned by the Vendors in the Tender Inquiry/Quotation. The firm to upload GST Registration copy along with the tender in order to avoid any ambiguity with respect GST Registration number.

### **3.11 CARTEL PRACTICE:**

- a. All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002.
- b. 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 the firms for placement of order would be based on of a pre-determined ranking of the firms decided through vendor rating as per the SOP for capacity verification (under Para 24).
- c. 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 13-09-2005 during capacity verification by the team of officers shall be the basis of Ranking.
- d. 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 Rank 2 (R2) firms in the ratio 60:40 or among R1, R2 and Rank 3 (R3) firms in the ratios 50:30:20 respectively.
- e. 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.
- f. The name of the newly established firm which enters into CARTEL formation immediately on getting registered will be summarily be deleted from the list of approved supplier.
- g. An undertaking from the new firms that they will not be part of 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.

### **NOTE:**

**IF TENDERER DOES NOT COMPLY WITH ABOVE INSTRUCTIONS, HIS OFFER IS LIABLE TO BE REJECTED**

**BANK GUARANTEE FORMAT FOR FURNISHING EMD**

Whereas..... (here in after called the "tenderer") has submitted their offer dated .....for the supply of..... (hereinafter called the "tender" know all men by these presents that we..... of.....having our registered office at..... (here in after called the "bank" are bound unto.....in the sum of..... (here in after called the "Purchaser") for which payment will be truly to be made to the said purchaser, the bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said bank this.....day of..... 19.../20....

**THE CONDITIONS OF THIS OBLIGATION ARE:**

1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of the tender.
2. If the tenderer having been notified of the acceptance of his tender by the purchaser during the period of its validity.
  - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
  - b) Fails or refuses to execute the contract.

We undertake to pay the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the Bank)



**Performance Bank Guarantee Format for furnishing PSD**

From:  
Bank\_\_\_\_\_

To,

The President of India,  
Acting through  
The General Manager,  
Ordnance Factory Medak,  
Ministry of Defence, Government of India,  
Yeddumailaram – 502205  
Medak Dist., Telangana State

Dear Sir,

Whereas you have entered into a contract No.\_\_\_\_\_dated\_\_\_\_\_(herein after referred to as the said Contract) with M/s\_\_\_\_\_,here in after referred to as the "seller" for supply of goods as per the said contract/supply order (S.O.)to the said seller and whereas the Seller has undertaken to produce a bank guarantee for(%) of total Contract value amounting to\_\_\_\_\_to secure its obligations to the President of India. We the\_\_\_ bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the seller that, in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all and any sum up to a maximum of\_\_\_\_\_Rupees\_\_\_\_\_only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

2.We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Seller, indulgence to the Seller by you, or by any alterations in the obligations of the Seller or by any forbearance whether as to payment, imeperformance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4.This guarantee shall remain valid for.....months from the date of JRI acceptance of test consignment in India or until all the store, spares and documentation have been supplied according to the contractual obligations under the said contract.

5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contractor unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

6. This guarantee shall be a continuing guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of M/s\_\_\_\_\_