

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS

Note: The envelope containing the tenders as well as all subsequent communications should be addressed and delivered to

Telegraphic address (General Manager of tender issuing factory):

All communications must be addressed to the officer named above by TITLE only and not by name.

Dear Sirs,

On behalf of the President of India, I invite you to tender for the supply of stores detailed in the said schedule. The conditions of contract, which govern any contract made, are those contained in form DGS&D 68(Revised)(excluding clause 24) included in the pamphlet entitled “Conditions of Contract governing contracts placed by the 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 requirements stated in the attached schedule, please submit your quotation to this office on the prescribed tender form attached.

Only in exceptional cases and for adequate reasons will telegraphic or letter quotations be considered if they are received from firms who are in the approved list of registered suppliers maintained by this Directorate General and DGS&D provided case telegraphic or letter quotations are complete in all respects with regard to price (itemized prices where necessary) specifications, survey and other particulars essential to enable a purchase decision to be taken and provided also the quotations are confirmed within three days from the due date of receipt of tender in the prescribed form.

2. **Particulars, specifications and drawings** : (i) The sources from which standard particulars specifications and drawing can be had are detailed in schedule to tender.

(a) Specifications and drawings which are not priced publications and marked: “Returnable” and certified samples issued in connection with the tender should be returned in perfect order with the tender or separately within the due date of tender when co-tender is submitted. In the event of default, the tender submitted may not be considered and in addition the defaulting firm will be held liable forthwith to pay the purchaser, as damages either the sum of Rs.20 or three times the value of the same whichever is higher. Nevertheless even on such payment the firm or tenderer will not entitled to retain the specifications/Drawings and /or samples. These will be re-issued to the contractor with whom the contract is made and he will be responsible for their return after the completion of the contract under the relevant clause of the “Conditions of Contract Form DGS&D-68 (Revised)” (excluding clause 24).

3. **Preparation of Tender:**

(a) The schedule to the tender form should be returned intact whether you are quoting for any item or not. Pages should not be detached but when items are not being tendered for the correspondence space should be defaced by some such words as “Not Quoting”.

(b) In the event of spaces on the scheduled form being insufficient for the required purpose, additional pages may be added, but such additional pages must be numbered consecutively bearing the Tender number and be fully signed by you. In such cases reference to the additional pages must be made in the tender form.

(c) If any modification in the schedule is considered necessary you should communicate the same by means of a separate item sent with the tender.

4. **Signing of Tender:**

(a) The 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 the Tender are not fully filled in. Specification must be paid to the delivery dates and also the General conditions of the contract as form No. DGS&D -68(Revised) (Excluding Clauses 24) as the contract should be governed by them.

(b) Individual signing the tender or other documents connected with a contract must specify whether he signs as:

(i) A ‘Sole Proprietor’ of the firm or constituted attorney of such sole proprietor.

(ii) A partner of the firm if it be a partnership, in which case he must have authority to arbitration disputes concerning the business of partnership either by virtue of the partnership agreement or a power of attorney;

(iii) Constituted attorney of the firm if it is a company.

N.B.: I. In case of (ii) a copy of the partnership agreement or general power of attorney in either case attested by a Notary public, should be furnished unless the same has been previously furnished to this Directorate General, or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.

II. In case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firms.

III. A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to buy such other and if on enquiry it appears that the person so signing had no authority to do so the purchaser may, without prejudice to other Civil and criminal remedies cancel the contract hold the signatory liable for all cost and damages.

IV Each page of the tender, schedule to tender annexure, if any, should be signed by the tenderer.

5. **Delivery of Tender :**

The original copy of the tender is to be enclosed in a double cover. The inner cover should be sealed and should be super scribed with Tender No. and Date of Opening. The outer cover should bear only address of this office without any indication that there is a tender within. Right is reserved to ignore any tender which fails to comply with the above instructions. All outstation tenders should be sent by registered post. Only one tender should be included in one cover. Where more than one tender are included in a cover, all tenders so enclosed in one cover will be liable to be ignored.

6. **Latest Hour for Receipt of Tenders:**

(i) Your tender must reach this office not later than the time & date mentioned in the NIT for receipt of the tender. Tenders sent by hand delivery should be dropped in the tender box at this office not later than the due Time & date stipulated for opening in the NIT.

(ii) Tenders sent by FAX will not be considered unless it is backed up by ink signed copy within seven days. To avoid any complications with regard to Late Receipt / Non receipt of Tenders it may please be noted that responsibility rests with the tenderers to ensure that Tenders reach this office before due date of receipt. Late quotes will be rejected out rightly.

(iii) In case your firm is not willing to quote due to any reason whatsoever, your regret should be faxed well before the due date.

7. **Period for which the Offer will remain open :**

(i) Firm tendering should note the period for which it is desired that their offer should remain open for acceptance. If the firms are unable to keep their offer open for the specific period they should specifically state the period for which their offers are open but they must realize that such a provision may prevent their offer from being considered provided, however, in case the day up to which the offer is to remain open happens to be a closed holiday for Government offices, including Sunday the offer shall remain open for acceptance till next working day.

(ii) Quotations qualified by such vague and indefinite expressions as “Subject to immediate acceptance”, “Subject to prior sale” will not be considered.

8. **Opening of Tenders** :

You are at liberty to present or authorize a representative to be present at the opening of the tender at the time and date as specified in the schedule. The name and address of the representative who would be attending the opening of the tender on your behalf should be indicated in your tender. Please also state the name and address of your permanent representative, if any.

9. **Price: I** (i) The price quoted must be net per unit shown in the schedule and must include all packing, transport and delivery charges. Refunds on account of returnable packages (if any) are to be separately specified, Prices and refunds must be clearly shown in figures and words in Indian Currency. In case of discrepancy between words and figure, prices in words shall prevail.

(ii) The price quoted must be firm and fixed unless otherwise stated and a price variation formula provided in the Additional Terms and Conditions issued along with the NIT.

(iii) The price 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.

(ii) Units: When quotations are made for units other than those specified in the schedule the relationship between the two should be stated in the tender.

II. (i) If it is decided to ask for excise duty or any other charges as extra, the same must be specifically stated. In the absence of any such stipulation it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ii) If it is desired by the tenderer to ask for Sales Tax to be paid an extra the same must be specifically stated. In the absence of any such stipulation it will be presumed that the prices quoted by the tenderers are inclusive of Sales Tax no liability for payment of Sales Tax will be devolved upon the purchaser.

(iii) On tenders quoting Sales Tax extra, Sales Tax will be paid to the seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to Sales Tax and the same is payable as per the terms of the contract.

10. **Terms of Delivery:**

(a) The delivery of stores is required by date(s) specified in the schedule to tender. Time shall be the essence of contract. If however, it is not possible for you to affect delivery by the date(s) you should specify the date by which you can guarantee delivery in the prescribed schedule to the tender.

(b) Contract can be cancelled unilaterally by the buyer 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 5% of the cost of undelivered stores will be recovered in case of delay in delivery beyond the accepted delivery period.

(c) Preference will be given to those offers supplying within the prescribed delivery schedule.

11. **Samples:** Tender samples are not required unless specifically called for.

QUOTATIONS WITHOUT SAMPLES WHERE SAMPLES ARE SPECIFICALLY CALLED FOR ARE LIABLE TO BE IGNORED:

Samples of what your offer to supply should not be less than the quantity necessary for test as per specification if any or in the schedule of Tender. In case the quantity of sample required for the test is given either in specification or in the schedule to tender this should be adhered to. Each sample should have a card affixed to it giving particulars of : (a) Your name and address; (b) Tender No.; (c) Date of opening of Tender; (d) Item No. against which tender submitted; (e) Any other description, if necessary, written clearly on it.

The samples should be sent to the Inspector or other Officer (named in the schedule to tender) to reach him by the date specified in the schedule. The cost and freight of sending the samples shall be borne by you and there will be no obligation on the part of the receiving officer for their safe custody. Tenderers who do not submit the samples or the testing fee, if any, required for the testing both samples by the time specified in the schedule will run the risk of their tenders being ignored.

Samples sent 'freight to pay' will not be accepted. The packages and the Rly. Receipt should be addressed to the Inspecting Officer or other officer concerned and not to 'self'.

If the samples are sent by Railway Parcel, the Railway receipt should not be enclosed with the Tender documents but should be posted separately to the office to whom the samples are sent (under a covering letter giving the necessary particulars to enable him to connect the Railway receipt easily with the parcel) Samples submitted by the Tenderers, whose offers are not accepted provided they have not been destroyed during testing) Will be delivered to their representative if they call for the same or can be returned direct to them at their cost provided the application for return is made to the officer to whom the samples are sent, within one month after the contract is placed on the successful tenderer, or after notification of cancellation of demand. If no application is received within the date, the samples will be disposed of by public auction and the sale proceeds credited to the Government.

12. **Examination of Patterns of certified samples:** When sealed patterns of stores are mentioned in the schedule to the tender form or specification these or certified samples thereof, may be seen at the place

started in the schedule to tender and should be examined by a competent person on your behalf (who should take this invitation with him) before the tender is submitted.

13. **Quality Assurance:** After the contract is negotiated, the firm will be provided the Standard Acceptance Test procedure (ATP). Inspecting Authority reserves the right to modify the ATP when the Inspection Authority would accept necessary item subject to evaluation and clearance. Firm would be required to provide all test facilities at OEM premises for acceptance & inspection. The details in this regard will be coordinated during the negotiation of contract. The item should be of latest manufacture conforming to the current production standard having 100% defined life at the time of delivery.

14. **Mode of Payment:** Preferred mode of payment shall be e-payment (ECS/ EFT/ RTGS) wherever available.

15. **Packing:** Unless a method of packing is indicated in this specification or on the schedule to the tender form the method of packing which the contractor proposes to employ must be described in the schedule to Tender Form. Contractors are at liberty to quote for additional alternative sizes and description of packs and these must be described in the schedule to Tender.

16. **Right of Acceptance:** This office does not pledge itself to accept the lowest or any tender and reserves to itself the right of acceptance the whole or any part of the tender or portion of the quantity offered and you shall supply the same at the rate quoted. You are at liberty to tender for the whole or any portion or to state in the tender that the rate quoted shall apply only if the entire quantity is taken from you.

17. **Communication of Acceptance:** Acceptance by the purchaser will be communicated by FAX, Telex, telegram, express letter of acceptance or formal, 'Acceptance of tender'. In cases where acceptance communicated by FAX, Telex, telegram or express letter, the formal acceptance of tender will be forwarded to you as soon as possible but the instruction contained in the FAX, Telex, telegram or express letter should be acted upon immediately.

18. **Security Deposits:** In the form of Demand Drafts, Treasury Receipts etc. should be drawn in the name of concerned CFA (Fys).

19. **This tender is not transferable.**

For & on behalf of the President of India.

SCHEDULE TO TENDER

TIME AND DATE OF OPENING OF TENDER (see tender notice)_____

The Tender shall remain open for acceptance till 90 days from date of opening

Item !	Description	Specification	No.	Number or	Price per	Station of	Remarks
No. !	of Stores	/sealed pattern	No.	Quantity	Unit	Unit	Dispatch
(i) !	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)

(The Instructions and conditions applicable to this tender are attached to this schedule)

Mention here exact date up to which the Tender will remain valid_____

NOTES

- (i). Tender sample -Analysis reports on Tender samples will not be furnished
- (ii). Quantities offered by tenders – Tenderers should, if not in a position to quote for entire quantity and for delivery as required, state specifically the quantities which can deliver at the price quoted and according to the required delivery. Since on the point will entail responsibility for supply at quoted of full quantities.
- (iii) Alternate Packing where alternate packs are given, tenderers must quote prices for all alternatives given otherwise it will be assumed that they are unable or unwilling to supply in the pack for which they do not quote. No further reference will be made to them on the subject.

TENDERERS MUST GIVE SPECIFIC ANSWERS AGAINST EACH OF THE FOLLOWING QUESTIONS. TENDERS CONTAINING EQUIVOCAL OR EVASIVE REPLIES WILL BE IGNORED.

1. Whether stores offered fully conform to technical particulars and the specification/ Drawing specified by the purchaser in the schedule to Invitation to Tender. If not, details of deviation should be stated here.
2. (i) Brand
(ii) Name and Address of Manufacture
(iii) Station of Manufacture
3. Guaranteed date by which delivery can be completed.
4. Packing that is proposed to employ
Whether specification for packing will be adhered to?
5. Whether Sample submitted?
6. Gross Weight of consignment.
Net weight of each item.
7. Whether you agree to the inspection clause as stipulated?
8. Stock in hand at the present time consists of:-
 - (a) Held by us _____
 - (b) Held by S/S/ _____ over which we have secured an option.
9. Stock on route to India.
10. If the stores offered are manufactured in India whether all the raw materials, components, etc. used in their manufacture are also produced in India? If not given details of materials, components, etc. That are imported and their countries of origin. A clear break up of the Indigenous and imported components together with their value and the proportions it bears to be total value of the stores should also be given.
11. Raw materials are held in stock sufficient for the manufacture of _____
12. Here state specifically whether the price tendered by you is to the best of your knowledge and belief no-more than the price which is permissible for you to charge a private purchaser for same class and description of goods under the Provision of any law for the time being in force. If not, state the reasons and the margin of profit included.
13. Business name and constitution of tendering firm. Is the firm registered under:-
 - (i) The Indian Companies Act, 1966?
 - (ii) The Indian Partnership Act, 1932? (please give names of partners)
 - (iii) Any Act. If not, who are owners? (please give full name)
14. Do you agree to sole arbitration of Director General of Ordnance Factories or by an officer to be appointed by D.G.O.F. on the lines indicated in special conditions (clause B-2 of DGOF/MM-3). (Your acceptance or non-acceptance of this clause will not influence the decision of the tender. It should however, be noted that an commission to answer the above question will be deemed as an connection of the clause)
(For partnership firms whether registered under Indian Partnership Act, 1932)
should be answer to this question by a partnership firm be in the affirmative, please state further.
 - (a) Whether by the partnership agreement, authority to refer disputes concerning the business of the partnerships to arbitration has been conferred on the partner who has signed the tender?

- (b) If the answer to (a) is in the negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration?
- (c) If the answer to either (a) or (b) is in the affirmative, have you already furnished a copy of either the partnership agreement or the general power of attorney as the case may be, to DGOF? Please quote the reference to the communication by which this was done.

N.B:- 1. If a copy of neither the partnership agreement nor the general power of attorney has previously been furnished to the DGOF, please attach to the tender a copy of either document on which reliance is placed for authority of partners or the partner signing the tender to refer disputes to arbitration. The copy should be attested by a Notary public or its execution should be admitted by affidavit on a properly stamped paper by all the partners.

2. Whether authority to refer disputes to arbitration has not been given to the partner signing the tender the tender must be signed by every partner of the firm.

ANNEXURE TO SCHEDULE TO TENDER

(to be returned by tenderers along with the tender duly signed)

1. **General** :

1.a Tenderers should furnish a clear declaration as follows:

I/We declare that I am/we are:

- (i) Manufacturers;
- (ii) Manufacturer's authorized Agents
- (iii) Holders in stock of the stores tendered for.

(strike out which is not applicable)

1.b Selection criteria of vendors in case of suspected Cartel Formation

- i) All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002.
- ii) Firms are expected to quote for full quantity or part thereof but not less than 50% of tendered quantity. Offers for quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected if CARTEL Formation is suspected. The Management, reserves the right to order any quantity on one or more firms.

Wherever all or most of the approved firms quote equal rates in CARTEL, the purchaser reserves the right to place order on any one or more firms with exclusion of the rest. The selection of firms for placement of order would 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').

- iii) In case of source development tender (where past-Performance -based vendor rating is not available), the marks scored by the Firm in Appendix II of QCS letter No. 108 / TIR / TS / QCS dated 13.09.05 during capacity verification by the team of officers shall be the basis of Ranking.
- iv) The purchaser reserves the right to place order on two or three firms: in such cases tender quantity will be distributed between Rank 1 (R1) and Rank2 (R2) firms in the ratio 60:40 or among R1, R2 and Rank3 (R3) firms in the ratios 50:30:20 respectively.
- v) The purchaser also reserves the right to delete the established firms who quote in CARTEL from list of approved sources or to debar then from competing for a period to be decided by the purchaser.
- vi) 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.
- vii) An undertaking from the new firms that they will not be part of a cartel with other vendors and will quote competitive rates in the tenders: otherwise would face expulsion from the list of vendor's will be taken while approving the new firms for participation against source development tender.

2. **Conditions of Contract** :

Printed or cyclostyled or such terms and conditions of the tender will not be considered as forming part of their tender. Tendering firms should quote on the basis of the conditions referred to in Para 1 of the Invitation to tender and Instructions to Tenderers. In case any terms and conditions of contract applicable to this Invitation to Tender are not acceptable to the tendering firms they should specifically state deviation there from in the body of their tender.

3. **Deviation from Specification**:

It is in the interest of the tenderers to study the specification, drawing etc, specified in the tender schedule thoroughly before quoting so that if any deviations are made by the tenderers the same are prominently brought out in the body of their tender.

4. **Price**:

- (a) Price must be in terms of new coinage system, viz. Rupees and Paise.
- (b) This unit prices should be for the same units indicated in the schedule to tender enquiry and not any other unit.
- (c) Prices quoted should be invariably for delivery+ F.O.R. Station of Destination or dispatch in India and inclusive of charges such as packing, forwarding, custom duty, etc, etc. where applicable.
- (d) Quantity discount, if any, should be indicated prominently.
- (e) The F.O.R. Station of Dispatch prices shall be deemed to include free delivery to the consignee situated within municipal corporation limits/ a radius of 10 Kilometers from the firm's premises in case of local delivery.
 - (i) Offers should be on firm and fixed price basis; unless otherwise specified in the Additional Terms and Conditions issued along with the T.E.
 - (ii) Where firms cannot quote firm prices variable prices with formula and a ceiling are preferred.
 - (iii) Where wages escalator is insisted upon, due consideration is given to the offer with lowest wages escalator factor.

5. **Custom Duty:**

(i) For imported stores offered against forward delivery, the tenderers shall quote prices thereof exclusive of customs duty. The tenderers shall specify separately the c.i.f. price and the total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of the necessary documents i.e. (i) triplicate copy of the Bill of Entry (ii) Copy of Bill of Loading and (iii) a copy of foreign principal's Invoice. Where, however, the tenderer imports the stores in question against his own commercial quota import License, he will also be required to submit, in addition to the triplicate copy of the Bill of Entry etc. a certificate from his internal Auditor on the bill itself to the effect that the following item(s)/quantities in the Bill of Entry relate to the stores imported against DGOF/GM, O.FYs' Contract Number: dtd.

(ii) Subsequent to the reimbursement of customs duty, the tenderer shall submit to the concerned C of A (Fys.) A.O. a certificate from his statutory Auditor after the annual audit of his accounts to the effect that he has not obtained any refund of the customs duty subsequent to the payment of duty to the Customs authorities by him. In addition, he shall also submit to the C of A (Fys.) A.O. concerned a certificate from firm's Director/Manager/Proprietor/Accountant immediately after a period of three months from the date of payment of the duty of Custom Authorities to the effect that he has not applied for any refund to the customs duty subsequent of the Payment of duty to the Custom Authorities by him.

(iii) In case the tenderer obtains any refunds of custom duty subsequent to the payment of the same by him to the customs Authorities and reimbursement of the custom duty to him by Cof A(Fys)/A.O he shall forthwith furnish the details of the refund obtained and afford full credit of the same to the purchaser.

6. **Transit Insurance:**

The purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire, stores contracted for arrive in good condition at destination.

The consignee, will, as soon as possible but not later than 30 days of the date of arrival of stores at destination notify the contractor of any loss or damage to the stores that may have occurred during transit.

Tenders/quotations, in which transit insurance cost has been claimed as an extra, may not be considered.

7. **Price preference for earlier delivery:**

It should be noted that if a contract is placed on a higher tenderer as a result of this Invitation to tender in preference to the lowest acceptable offer in consideration of offer of earlier delivery, the contractor will be liable to pay to the Government the difference between the contract rate and that of the lowest acceptable tender on the basis of the final price F.O.R. Destination including all elements of freight, sales taxes, local taxes, duties, and other incidentals in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the contract. This is in addition to and without prejudice to other rights of the Govt. To recover all other losses and damages

resulting from delayed supplies and of cancellation and risk purchase in case of failure to supply the stores. In the event of risk purchase against such a contract the contractor will be liable to pay to the Govt. as extra expenditure incurred, difference between the rate quoted by the lowest acceptable tenderer against the present tender and that at which the risk purchase contract has been concluded.

8. **Payment Terms:**

The standard terms of payments as embodied in the general conditions of contract and / or special conditions of contract will apply and no relaxation will be possible.

If payment is desired to be made to the contractor's bankers or other parties, the endorsement must be completed on the bill form and signed separately and the word 'Self' scored out. In addition, a power of attorney or transfer deed will be necessary in such cases conferring authority on the Bankers or the party concerned to receive payment on behalf of the contractor. Preferred mode of payment shall be e-payment (ECS/EFT/RTGS) wherever available.

9. **Import Recommendation Certificate:**

(a) In case of imported stores on forward delivery basis, preference will be given to tenderers who do not require the assistance from DGOF for obtaining Import license. The tenderers must invariably state if recommendation for Import license is required. In the absence of any information in this respect it will be assumed that no special recommendation for import license is required by the tenderers. Tenderers who quote subject to such assistance should indicate the net C.I.F. value on which their rupee quotation is based (i.e. exclusive of profit, rebate or discount etc.).

(b) Tenderers should specifically indicate in their tender, the number of quantity against each item or which they seek the recommendation of this office for special Import license.

(c) Tenderers should note that Government do not undertake to grant an Import license where it may be required for the supply of the stores detailed in the Schedule attached to the Tender form enclosed herewith and that the acceptance of any tender shall not imply such an undertaking on the part of the Government. To enable the Import of stores or components expeditiously for supply against any contract which may be concluded, an import Recommendation certificate may, however, be issued to the successful tenderer

In order to facilitate expeditious Issue of adhoc Import license against any contract that may be concluded the successful tenderer shall be required to attach with his application to the DGFT/Iron & Steel Controller/Department of Technical Development (D.O. Tools) in his own interest a schedule in quintuplicate in the proforma given below in addition to other usual documents. The application for license will be required to indicate the CIF value, breakdown, by individual ITC Serial No.

Description of goods covered by Import license No.

(To be given by the licensing authority).

Item No.	Description of goods	ITC Schedule No.	C.I.F. Value	Quantity
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- For application to DGFT only.

The successful tenderer to whom Import Recommendation Certificate is issued must apply for Import license immediately and in (no case later than 15 days from the date of issue of the Import Recommendation Certificate, under advice to the) DGOF, Calcutta.

Tenderers should note that any Import license issued against any contract that may be concluded will indicate 'quantity' as the limiting factor for the purpose of clearance from the customs. A license will not be valid for clearance if the actual c.i.f. value exceeds that shown in the license. If, however, any increase in c.i.f. value is desired, a request for amendment will have to be submitted along with the Import license well before its expiry and before shipment of the goods duly supported by reasons and documentary evidence.

All tenderers are warned (in the event of a contract being concluded with any of them) that any shipment made before the date of issue of an import license or after its expiry is treated as unauthorized, similarly, if the conditions of the license are not fulfilled, the import are deemed to be unauthorized. Unauthorized Importation of goods is an offence and is a matter for adjudication by the Customs Authorities in which the Imports Trade Control Authorities cannot interfere. No representation in this behalf will therefore be entertained and the party will be required to deal with Customs authorities direct in the matter.

10. **Unregistered Tenderers:**

Tenderers not borne on the approved list of contractors maintained by this Department shall submit along with their tenders:

- (i) An Income Tax Clearance Certificate (duly countersigned by the Income Tax Officer of the circle concerned under the seal of his office).

(ii) Name & Full Address of their Banker.

(iii) Performance statement in the following proforma duly signed by them regarding supplies made by them against contract received from the DGS&D/DGOF for similar stores for the past three years. In case the tenderer has not secured any contract during the past three year, he should give the performance against earlier contracts placed on him, if any.

Proforma for performance statement (vide 10(iii) above)

Sl. No.	A/T No. and date	Total Qty. against each A/T	Date of Delivery specified in the A/T A/T	Actual date of delivery	REMARKS (Here mention reasons for not adhering to the original delivery date)

(iv) The equipment they possess for the manufacture of the stores and for the quality control in the following proforma :

Note:- Tenders not containing the above particulars are liable to be ignored.

Proforma for Equipment and quality Control (vide 10(iv) above)

(To be submitted in Triplicate)

Reference: DGOF/GM O.F.

Tender No.....

Date: for supply of

1. Name and address of the Firm:
2. (a) Telephone No. Office/Factory/Works:
(b) Telegraphic address:
3. Location of Manufacturing Works/Factory/Factories owned by you (Documentary evidence of ownership must be produced).
4. Brief description of Factory)e.g. area, covered accommodation, departments into which it is divided laboratory etc.)

5. Organization (whether registered: under Indian Factories/Companies Act, Supervision management etc.).
6. Whether in firm comes under the scope of Industries(Development and Registrations) Act 1951, and if so the No act date of registration of lines held under the act.
7. Details of plant and Machinery erected and functioning in each Department (monographs and descriptive pamphlets should be supplied, if available).
8. Whether the process of manufacture in the factory is carried out with the aid of Power or without:
9. Details & stocks of raw material held. State whether imported or indigenous against each item.
10. Details of stores under5 manufacture, (Specifying each item separately).
11. (a) Details of stores or class of stores which the factory, as equipped is capable of Production (Specifying each item separately). b) Stores for which registration is sought.
12. Production capacity of each item with the existing plant and machinery.
 - (a) Normal
 - (b) Maximum
13. Details of arrangements for quality control of products such as laboratory etc.
14. (a) Details of Technical Supervisory staff in-charge of production and quality control.
 - (b) Skilled labour employed
 - (c) Unskilled labour employed
 - (d) Max. No. of workers (skilled and unskilled) employed on any day during the 12 months of preceding the date of application.
15. Whether there is scope for expansion and to what extant :
16. Whether stores were tested to any standard specification, if so, copies of original test certificates should be submitted in triplicate.

Place:

Signature of Tenderer

Date:

N.B. (1) Details under columns 7 to 15 inclusive need be restricted to the extent they pertain to the item(s) under reference.

(2) Details of previous orders and /or existing commitments with government or with others in respective of the item under reference or similar items which depend on the same capacity should be given in the following proforma signed by them:

Sl.No.	Order No. and date and the authority Placing the order	Date of receipt of order	Description of stores	Quantity	Value
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1	2	3	4	5	6
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Due date of delivery	Date material delivered	Dispatch particulars	No. of extensions to the delivery Obtained	REMARKS
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7	8	9	10	11
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11. **Price Variation on account of variation in the price of input materials:**

The price quoted must be firm and fixed unless otherwise stated and a price variation formula provided in the Additional Terms and Conditions issued along with the NIT. The successful tenderer shall produce voucher for the input materials purchased in support of his claim for variation in price due to change in price of input materials. Tenderers of such tenders as are not agreeable to produce vouchers are liable to be ignored.

12. **Guarantee/ Warranty :**

The tenderers shall furnish along with their quotations the under noted Guarantee/ warranty:

- (i) Guarantee that they will supply spare Parts if and when required on the agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogues or on agreed, percentage of profit on the landed cost.;
- (ii) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the purchaser of the equipment so that the latter may undertake the balance of the life requirements (;
- (iii) The warranty to the effect that they will make available the blue prints of drawing
- (iv) The contractor shall furnish the following warranty in case contract is placed on him.

The contractor/seller hereby declares that the goods/stores/articles sold to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained/mentioned in the clause..... hereof and the contractor/seller hereby guarantees, that the said goods/stores/articles would continue to conform to the description and quality aforesaid for period ofdays/months from the date of delivery of the said goods/stores articles to the purchaser and that notwithstanding the facts that the purchaser (Inspector) may have inspected and /or approved the said goods/stores/articles, if during the aforesaid period ofdays/months the said goods/stores/articles be discovere4d not to conform to the description and quality aforesaid or have deteriorated (and the decision of the Purchaser in that behalf will be final and conclusive) the Purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection and goods/stores/articles will be at the seller's risk and all the herein contained relating to rejection of goods etc. shall apply. The contractor of/ seller shall, if so, called upon to replace within a period of months or such further period as may be extended from time to time by the purchaser and in such an event the above mentioned warranty period shall apply to the goods/stores articles replaced from the date of the replacement thereof, otherwise the contractor/seller shall pay to the purchaser such damages as may rise by reason of the breach of the conditions therein contained, nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract or otherwise.

13. Jurisdiction :

All questions, disputes or differences arising under out of or in connection with the contract, if concluded shall be subject to the exclusive jurisdiction of the court-within the local limits of whose jurisdiction the place from which the Acceptance of Tender is issued, is situated.

Signature of Tenderer

TENDER No.

<p>Full name and address of the Tenderer, in addition to Post Box No. if any, should be quoted in all communications to this office.</p> <p>Contractor's Telegraphic Address</p> <p>Telephone no.</p> <p>Code used</p>
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From

To,

The Director General Ordnance Factories,
Kolkata.

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.

2. I/We have understood the Instructions to Tenderers and conditions of contract in the form no. D.G.S &D -68 (Revised)(excluding clause 24) included in the pamphlet entitled "Condition of Contract governing contracts placed by the D.G.O.F 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.

<p>Here paste coupon in case where coupons are supplied to contractors on payment.</p>
--

Yours faithfully

(Signature of Tenderer)

Address _____

Dated _____

Signature of witness _____

Address _____

Special Instructions to the Tender

IMPORTANT

(A) Please furnish the following information. It may be noted that tenders not furnishing following information are liable to be ignored.

1. (a) Are you Registered for the enquired stores with D.G.S&D/ GM (Ord.Fy)
(b) If so, give the number and date of registration and items for which registered.
2. (a) Are you registered with NSIC/Director of Industries as SSI unit?
(b) If so, give the number and date of registration and items for which registered.
3. (a) What is your Permanent Income Tax Account Number (PAN)?

(B) The Contract to be finalized against the tender enquiry is also governed by the following special instructions:-

1. (a) The purchaser reserves the right to place order on the successful tenderers for an additional quantity up to 25% of the quantity offered by them at rates quoted.
(b) Tenderers are bound to accept order for additional quantity under this clause if order is placed on them during the currency of the contract.
(c) If different rates for specific items of stores or slab rates are quoted, the tenderer shall supply the additional quantity in respect of each specific item and each slab at the respective rates quoted by him for these items and these slabs.
2. All disputes and differences arising out of the agreement/ contract to be concluded as a result of this tender enquiry will be referred to the sole Arbitration of Director General of Ord. fys. Or of a Government servant to be appointed by D.G.O.F. The award of the sole Arbitrator as appointed shall be binding on both the parties.
3. The purchaser may, at his discretion, require the prospective contractor to submit an acceptable advance sample for the approval Authority holding the sealed particulars/ Inspection Authority wherever the contract stipulates submission of an advance sample will have to be submitted within 21 days of the receipt of the contract. In case the sample is not submitted within the said time or in the event the opinion of the Inspector is unacceptable (which must be communicated within _____) the contract is liable to be cancelled at the risk and cost of the contractor.

(C) Special instructions for Imported stores

1. **Price** offered for imported stores should be submitted on the basis of F.O.B./F.A.S. Port of shipping of your Principal/ Manufacturer /C.I.F. of Indian Port, F.O.R. station of dispatch in India. The purchaser reserves the right to place order on any such basis. In case of

F.O.B./F.A.S. offers, the prices to be quoted should be of your principal/ Manufacturers (exclusive of port rates and other charges in case of shipment from London (port) inclusive of profit, ocean freight etc.)

In case of imported stores, the tenders should indicate in their tender to net F.O.B. and freight and insurance separately. Nett C.I.F. value should also be indicated invariably.

Prices quoted should be firm and fixed and not subject to variation on any account.

2. Terms of Delivery and Payment

- (a) The delivery of goods will be based on FOB/ FAS /CIP/ CIF basis and cosigned to Port/ Airport with the ultimate consignee as mentioned in NIT.
- (b) All payment to overseas contractors shall be made against irrevocable Letter of Credit to be opened on a scheduled Bank. All Bank charges within India for opening of LC shall be borne by the purchaser. Bank charges payable outside India shall be borne by the supplier.
- (c) No advance payment shall be made to supplier on any count.
- (d) Payment by Direct Bank Transfer (DBT) shall be mandatory for all payments below USD 50,000. Direct Bank Transfer shall be made within 30 days of receipt of clear payment documents as per contract.

3. Shipping arrangement in case of Imported Stores.

- (a) The following provision shall apply in respect of contract concluded in F.O.R./F.A.S. basis and C.I.F./F.O.R. basis respectively. The Stores shall be delivered on F.O.R/F.A.S. basis. The ship to be nominated by the purchaser or his duly authorized representative. In case of shipment coming from U.K.North continents of Europe, borders/members Range ports and Italian ports M/s Schemkr & Co. Humburg, who are the forwarding agents of the Government of India should be contacted for shipping instructions.
- (b) The contractors should arrange shipment of stores by vessels belonging to the Members lines of the Indian Pakistan conference for cargoes from the U.K.North continents of Europe and continental sea port of the Mediterran sea i.e. French and Italian ports, India Pakistan, Burma, Ceylon outwards freight conference for charges from U.S. and Golf of

port. Ellam & Vsnal Steam Ship Co. and the Schocin Steam Navigation C.Ltd. for cargoes from Lawrence East Canadian port.

If the contractor finds that space on the conference vessels is not available in any specified shipment he should inform the secretary shipping Co-ordination committee, Min. of Transport New Delhi. Tele Transport New Delhi immediately so that conference dispensation to the case of alternative lifting may be sought.

The contractor should also furnish to the Secretary, Shipping Co-ordination Committee full details of the cargoes on the prescribed proforma in triplicate sufficiently in advance of the expected date of shipment. The name of the Ultimate Govt. Consignee should also be indicated on the bills of loading in order to identify the cargoes for the purpose of claiming the freight rebate, which the conference have agree to give. Two non-negotiable copies of bills of loading should also be forwarded to the secretary shipping Co-ordination committee, Ministry of Transport New Delhi, immediately after shipment of the aforesaid stores, the above conditions will apply to shipment etc. rating from U.K>North continents port of Europe Border, Humburg Range. Port of the continental Sea port of the Mediterranean i.e. French and Italy ports U.S.A. and Gulf port of the St. Lawrence and Eastern Canadians port. In respect of shipment from other countries the contractor should utilize as far as possible Indian vessels for carrying the goods in consultation with secretary, shipping Co-ordination committee, Ministry of Transport, New Delhi.

4. Liquidated Damage

(a) As per General condition of contract (Form No. DGS&D-68 Revised) which will govern contracts placed as a result of this invitation to tender provides for recovery of liquidated damages on the cost of delayed supplies at the rate of 0.5 per cent per week or part thereof for delayed supplies. Liquidated damages for delay in supplies thus accrued will be recovered by the overseas paying authority specified in the contract from the Bills payment of the cost of stores submitted by the Contractor or his foreign Principals in accordance with the terms of the contract.

(b) The provision for liquidated damages as envisaged in the General Conditions of Contract (DGS&D-68 Revised) will not be applicable in respect of FOB/FAS contracts for supply of imported stores in the event the FOB/FAS cost in foreign currency is equivalent or less than Rs. 5 lakhs.

5. Submission of tender samples

The tenderers in their own interest are requested to send their offers by Registered Air Mail Post instead of by Air parcel to avoid delay in clearance and in receipt

of tenders by the Government purchaser. While forwarding the tender documents by Air Mail Post, they should clearly indicate on the packet that the same contains only tender documents.

Tenders samples, if any, should be forwarded separately also by Registered. Air Mail Post, enclosing a clear declaration to the effect that the same is only a free tender sample against the tender enquiry No..... dated.....floated by----- (GM, Tender issuing Factory) and also enclosing a copy of the uncharged invoice. The original copy of the uncharged invoice should be enclosed with covering letter addressed to----- -- (GM of Tender Issuing Factory) intimating particulars regarding the date when the parcel has been sent and this should be forwarded to -----(GM, Tender issuing Factory) separately by Air Mail.

The Purchaser will not be responsible for any delay caused by the despatch of the tenders by Air Parcel through the Airlines as the clearance of such packets from the Customs involves unavoidable cumbersome procedure

6. Insurance

If a contract is placed as a result of this invitation to tender, and if Indentor requires insurance of stores tenderers are required to effect insurance of stores only through the Life Insurance Corporation of India and payment should be made in rupee only. The Tenderer should indicate in their tender F.O.B. cost, freight and insurance separately in addition to the C.I.F value.

7. Inspection

Under normal circumstances, the stores ordered will be accepted on the guaranty warranty of the supplier. In such instances where the contracts specify actual inspection, the Purchaser will arrange the inspection.

(a) The stores shall be inspected in accordance with the provisions of the contract.

(b) Where inspection by the inspector is specified, the seller will give him sufficient advance notice of the date in writing on which the goods will be ready for inspection. The seller will also provide the inspector all the necessary facilities including appliances, tools, material and labour at no extra cost, to carry out the specified inspection. When independent tests and analysis, in addition to those made by the inspector on the seller's or sub-seller's premises, are considered necessary, the seller shall provide and deliver, free of charge, at such place as the purchaser may direct such materials as he may require for tests or analysis.

(c) If any of the articles, whether completed or in the course of production, are rejected by the inspector, they shall be marked or segregated in such manner satisfactory to the inspector as to ensure their subsequent rejection as rejected work.

(d) The purchaser shall not be responsible for payment for any rejected supplies or any costs of inspection thereof.

(e) The seller shall at his own expenses and within the time of delivery for delivery specified in the contract, replace or make good to the satisfaction of the inspector any articles rejected on inspection.

(f) The decision of the Inspector regarding mode, method, rejection or approval will be final.

(g) In addition to the provisions mentioned above. The seller shall also get the stores inspected by its Quality Assurance Department and furnish a certificate that stores conform to the specifications laid down in the contract.

(h) The Purchaser reserves the right to inspect the stores on arrival in India and discrepancy or defects found shall be reported to the seller within 15 months, who shall rectify the same within 90 days.

8. Arbitration

1. All disputes or difference arising out of or in connection with the present contract, including the ones connected with the validity if the present Contract or any part there of shall be settled by bilateral discussions.

2. Any dispute, disagreement of question arising out of or relating to this Contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicable, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to the Arbitration Tribunal consisting of three arbitrators.

3. Within sixty (60) days of the receipt of the said Notice, CONTRACTOR shall nominate one arbitrator in writing and CUSTOMER shall nominate one arbitrator.

4. The third arbitrator, who shall not be a citizen or domicile or of the country either of the parties or of any other country unacceptable to any of the parties shall be nominated of the parties within (90) days of the receipt of the notice mentioned above. Failing which the third arbitrator may be nominated by the President of International Chamber of Commerce,

Paris, at request of either party but the said nomination would after consultation with both the parties and shall preclude any clause shall not act as an umpire.

5. The ARBITRATION Tribunal shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.

6. The Arbitrator proceeding shall be conducted in India under the Indian Arbitration and Conciliation Act. 1996 and the award of such Arbitration Tribunal Shall be enforceable in Indian Courts only.

7. The decision of the majority of the arbitrator shall be final and binding on the parties to this contract.

8. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses of the third arbitrator shall be equally by the Seller and Buyer.

9. In the event of vacancy caused in the office of the arbitrators, the party, which nominated such arbitrators, shall be entitled to nominate another in his place and the arbitration proceedings shall continue from the stage they were left by the retiring arbitrator.

10. In the event of one of the parties failing to nominate its arbitrator with in 60 days as above if any of the parties does not nominate another arbitrator with in 60 days in the place of the arbitrator falling vacant, then the other party shall be entitled after due notice of a t least 30 days to request the resident of the international chamber of commerce to nominate another arbitrator as above.

11. If the place of the third arbitrator falls vacant his substitute shall be nominated according to the provisions herein above stipulated.

12. The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

COMPLIANCE STATEMENT

Clause no.	Commercial and General Terms	Compliance to TE specification (Y/N)	If not complied, specify deviations
	EMD submitted. Details of EMD i.e. Demand Draft/ FDR/ BG no. & date, validity and Banker's name furnished in quotation.		
	Price mentioned both in words and figure.		
	Price are quoted showing Basic Price and Taxes/Duties separately.		
	All inclusive price is quoted separately.		
	Installation/commissioning/Freight/ Packing charges, if any		
	Prices quoted in Rupees/ Foreign Exchange.		
	Prices are firm and fixed.		
	Delivery & Prices on F.O.R basis.		
	Whether Price quoted with PV clause.		
	Whether the offered store is as per specifications mentioned in TE.		
	Whether samples submitted as per TE requirement.		
	Inspection at Factory/ At firm's premises.		
	Delivery as per Delivery Period mentioned in TE.		
	Payment Terms of the TE acceptable.		
	Agreed for option clause as mentioned in TE.		

Clause no.	Commercial and General Terms	Compliance to TE specification (Y/N)	If not complied, specify deviations
	Guarantee/warranty clause accepted.		
	Agreed for Submission of Security Deposit/ Performance Security Deposit.		
	Liquidated Damages clause accepted.		
	Arbitration Clause accepted.		
	Dispute subject to _____ Jurisdiction accepted.		
	Whether the tender is signed by authorized signatory.		
	Return of Tender documents with all pages duly signed and stamped.		
	Whether Force Marjorie clause included in quotation?		
	Validity of offer-90 days.		

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 likely to be ignored.

(ii) The offer must be accompanied by duly filled in compliance statement; otherwise the offer is likely to be ignored.