

ORDNANCE FACTORY BHUSAWAL

NOTICE INVITING TENDER

The General Manager, Ordnance Factory, Bhusawal, Pin-425 203, for and on behalf of The President of India, invites sealed tenders (**in Two Bids Systems**) for supply of the following item/items.

Tender Ref No	ORDFYS/OFBH/DAVP/03/10-11/PV/20100015 DATED 18/03/2011
Nomenclature of Item(s)	<ol style="list-style-type: none">1. Handle as per Drg.No.OFB/C/17572. Catch as per Drg.No.OFB/C/15613. Center partition for Box C-53A as per Drg.No.OFB/C/14884. Bracket End for Shell of Box C-53A as per Drg.No.OFB/C/14775. Engaging Plate for Box H2A as per Drg.No.OFB/C/718.6. Catch Plate (without Assly.) for Box H2A as per Drg.No.OFB/C/717.
Item(s) Description	<ol style="list-style-type: none">1. (9911842175) HANDLE AS PER DRG.NO.OFB/C/1757 (REQUIRED FOR CARRIER 6A AND CARRIER 7A) NOTE :- SAMPLE SHOULD BE APPROVED BEFORE BULK SUPPLY ALONG WITH MATERIAL TEST CERTIFICATE FROM NABL/GOVT APPROVED LAB. MATERIAL SHOULD HAVE PHYSICAL & CHEMICAL PROPERTIES CONFORMING TO RELEVANT SPECIFICATION GIVEN IN RELEVANT DRAWING. <u>Qty. : 72445 Nos.</u>2. (9911842192) CATCH AS PER DRG.NO.OFB/C/1561 & CQA PART NO.ISV-585A COROSponding AHSP DRG.NO.ISV-585A DC 35750 DATED 14/07/1994(REQUIRED FOR BOX C-51A, C-52A, C-48A, C-43A, C-44A). NOTE :- SAMPLE SHOULD BE APPROVED BEFORE BULK SUPPLY ALONG WITH MATERIAL TEST CERTIFICATE FROM NABL/GOVT APPROVED LAB. MATERIAL SHOULD HAVE PHYSICAL & CHEMICAL PROPERTIES CONFORMING TO RELEVANT SPECIFICATION GIVEN IN RELEVANT DRAWING. <u>Qty : 110467 Nos</u>3. (9911842886) CENTER PARTITION FOR BOX C-53A AS PER ASSEMBY DRG.NO. OFB/C/1488 AND REF DRG.NO.ISV-2045. OFB/C/1476. NOTE :- THE CENTER PARTITION WILL BE SUPPLIED ALONG WITH CHANNEL AS VISIBLE IN ASSEMBLY DRG.NO. OFB/C/1488. NOTE :- SAMPLE SHOULD BE APPROVED BEFORE BULK SUPPLY ALONG WITH MATERIAL TEST CERTIFICATE FROM NABL/GOVT APPROVED LAB. MATERIAL SHOULD HAVE PHYSICAL & CHEMICAL PROPERTIES CONFORMING TO RELEVANT SPECIFICATION GIVEN IN RELEVANT DRAWING. <u>Qty : 10645 Nos</u>4. (9911842887) BRACKET END FOR SHELL OF BOX C-53A AS PER DRG.NO.OFB/C/1477 AND REF.DRG.NO.ISV-2053 NOTE :- SAMPLE SHOULD BE APPROVED BEFORE BULK SUPPLY ALONG WITH MATERIAL TEST CERTIFICATE FROM NABL/GOVT APPROVED LAB. MATERIAL SHOULD HAVE PHYSICAL & CHEMICAL PROPERTIES CONFORMING TO RELEVANT SPECIFICATION GIVEN IN RELEVANT DRAWING. <u>Qty : 23040 Nos</u>

Tender Documents/Forms can be had by

1. Downloading from Website <http://tenders.gov.in> . Tenderer must enclose a non-returnable crossed Indian Postal Order of value as mentioned above (as a cost of Tender Documents/Forms) in favour of The General Manager, Ordnance Factory, Bhusawal payable at Ordnance Factory Bhusawal Post Office, Pin-425 203.
2. Making an application along with a non-returnable crossed Indian Postal Order of value as mentioned above (as a cost of Tender Documents/Forms) in favour of The General Manager, Ordnance Factory, Bhusawal payable at Ordnance Factory Bhusawal Post Office, Pin-425 203.
3. If Tenderer wants to purchase the Tender Documents directly from Ordnance Factory Bhusawal, he should clearly mention the Tender Enquiry Number and nomenclature of the item in the application and mention "REQUEST FOR ISSUE OF TENDER DOCUMENTS" on top of the envelope while sending request for issuance of Tender Documents.
4. It is strongly recommended that the firm should download the tender form directly from website to avoid any delay.

PRE-QUALIFICATION FOR TECHNICAL BID

1. PLANT & MACHINERY

- a) **Shearing Machine.**
- b) **Hydrolic Press 300 to 500 Tons.**
- c) **Break Press Machine.**
- d) **Power Press Machine 50 to 250 Tons**
- e) **Leath/drilling/Milling/Shaping Machine.**
- f) **Mig/Seam welding Machine.**
- g) **Grinding Machine**

2. TESTING FACILITY

- A) **Tensile Testing Machine**
- B) **BHN/HRC (Hardned Testing Machine)**
- C) **Chemical Testing Laboratory for raw material.**

3. DESIRABLE QUALIFICATION

- A) **FIRM SHOULD HAVE ISO/9001-2008**

IMPORTANT NOTE :-

1) Source Development Action :-

- a. This Open Tender Enquiry is for development of new sources. Hence, vendors who are already registered and established for subject item(s) at O.F.Bhusawal need not apply. They will neither be issued any tender document nor will their bid be entertained.
- b. It may be noted that subject requirement is about 50% of the annual requirement. Therefore in ensuring prequalification criteria, the vendor must establish their capacity to magnitude of 5 times against each prequalification parameter.
- c. Firm registered with sister Ordnance Factory /NSIC/DGS&D for subject Store EMD exempted. Necessary papers for proof may be enclosed for exempted (along with Technical Bid).

2) Earnest Money Deposit :-

- a. EMD (of value as mentioned above), in the form of DD issued by a Nationalized bank, in favour of "The General Manager, Ordnance Factory Bhusawal", should accompany the tender, failing which offer will be ignored without further reference. However it is not required for firms registered with Sister Ordnance Factory/NSIC/DGS&D, provided proof of valid registration is submitted.
- b. All Tender documents/forms attached with invitation to tenders are sacrosanct for considering any offer as a complete offer. It is therefore, important that all tender documents must be duly completed, signed and returned, failing which tender will be treated as incomplete and may be ignored.
- c. Ordnance Factory Bhusawal shall not be responsible for any Postal delays about receipt or forwarding of Tender documents.
- d. Offer received after due date of opening will not be considered.
- e. If a bidder submits more than one bid, his bid will be rejected.

3) Reservation of Right :- General Manager reserves the right to

- a. Take any decision regarding amendment/withdrawn of Tender/placement of order etc., without assigning any reasons whatsoever.
- b. Verify the capacity & capability of the bidding firm before issue of purchase order.
- c. To increase the order quantity by 25% (Option Clause)

4)Two Bid System :-

- b. The Tenderer should submit its quotation in Two Bid – Technical bid and Price bid. The Price bid must be in a separate sealed Envelope so that it is not revealed at the time of opening of Technical bid. There should be no reference of any kind about price in the technical bid. Even the price tags, if any, on technical brochures must be removed.
- c. The Price bid envelope should be clearly marked as "PRICE BID" in addition to other details like Tender Enquiry No. Date, Opening date and name of the bidding firm.
- d. The technical bid and price bid envelope should be further kept in an envelope of sufficient strength and of proper size to contain the documents appropriately. This envelope should be clearly marked as "QUOTATION" in addition to other details like Tender Enquiry No. Date, Opening date, Name of the firm.
- e. Any Fax quotation or quotation revealing prices will be outright rejected.
- f. On tender opening date, only technical bid will be opened.
- g. After scrutiny of technical bid, a suitable date will be decided for opening of Price Bid. Price Bid of only those vendors will be considered for opening, who qualify the technical criteria.

Technical Bid :- Technical Bid should consist of following.

- a) **Legal Status** :- Documents defining the constitution of legal status, place of registration, Valid registration certificate, principle place of business of the Company or Firm or or Partnership, etc.
- b) **Financial Status** :- Financial documents e.g. Profit & Loss Account, Balance Sheet, Certificate of Turnover duly audited by a Chartered Accountant establishing the financial capability of the firm to deliver the subject items/services. The firm should have annual turnover of at least the estimated value of subject items/services.
- c) **Prequalification criteria compliance** :- Clause wise compliance of prequalification criteria. The firm shall also enclose all documents required in support of their compliance of prequalification criteria.
- d). **Technical Compliance** :- The firm shall enclose clause wise compliance of technical specifications of the required items/services.
- e) **Brief Write-up :-**
 - i. The firm shall submit a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for manufacturing and delivering as per tender specification and terms & conditions within the specified delivery period, in view of their current commitments.
 - ii. Following informant must be furnished in the Write-Up :-
 1. List of Plant & Machinery
 2. Man Power Details _ Trade, Grade & Skill.
 3. List of Customers with Address, Fax, name of contact person, Phone/Mobile number.
 4. List & copy of relevant Supply Orders, Performance Certificate, I-Note etc.
 5. Income Tax Return and PAN Account Number.
- f) **Quality Assurance Plan(QAP)** :- The firm shall submit their Quality Assurance Plan (QAP). along with Bid.
- g) **Cost of Tender and EMD :-** The firm shall enclose cost of Tender and Earnest Money deposit of appropriate amount in appropriate form. If the firm has purchased the Tender Documents directly from Consignee, then he should produce the appropriate proof i.e. receipt of payment.
- h) **Form of tender (IFA-2120) and Instructions to Tender(IAFZ-2137-A):-** The firm shall also duly fill, sign and enclose the form.

i) OTHER IMPORTANT COMPLIANCES :-

- i Validity of Offer :- As mentioned in Table above, failing which, the offer may be rejected without further reference.
- ii Delivery Period :- As mentioned in Table above or as per Annexure.
- iii Payment Terms :- As mentioned in Table above.

j). The firm must sign and put seal on each page of the Technical Bid.

10) Price Bid :-

- a. The firm must sign and put seal on each page of the Price Bid.
- b. The quoted price should be in Indian Rupees.
- c. The firm shall quote his rate strictly for delivery at O.F.Bhusawal.
- d. The firm shall mention the prices in figures as well as words. Any overwriting should be strictly initiated by the firm and seal of the firm should be affixed; otherwise, the bid shall be disqualified.
- e. **Detailed Rates** :- In addition to Basic rate, the firm must mention all mounts/percentage(mentioning whether inclusive or Extra) corresponding to all taxes, duties, freight charges, Patent Rights(if any), Rate or impositions whatever leviable in respect of the suppliers/services except in cases where the Supplier is allowed by Law under which such duties, Taxes, rates of impositions are levied to obtain subsequent refund of the sums as paid on presentation of necessary certificate and unless otherwise stated in this annexure. In absence of above, it will be assumed that quoted rate include everything as mentioned above and any revision in quoted rates, due to revision in Statutory levies by concerned authorities, during finalization of tender or after placing supply order shall not be entertained.
- f. The firm should not offer any conditional discount or any condition which is not viable or quantifiable for rate comparison.

11) **SLAB RATES** :- Slab Rates are not accepted and offer of the firms quoting slab rates will be rejected.

12) All correspondence should be made in the name of General Manager and not to any officer by name.

13) **Address for Correspondence**
To

The General Manager
Ordnance Factory Bhusawal
Bhusawal, Maharashtra
PIN :- 425 203

FAX No :- 02582-223309

Phone No :- 02582 - 222907 & 222552

e-mail :- ofbh.ofb@nic.in

14) Please read carefully the attached "instruction to Tenderers" and other terms & Conditions

(R.N.S.CHAUHAN)
Jt.General Manager
For General Manager
Ordnance Factory Bhusawal

- 1). Quotations received after 1430 HRS on tender opening date will be treated as **late Quotations**.
- 2). Quotations received without Tender Enquiry No and Tender opening date duly marked on the envelope containing quotation will be treated as invalid quotation & rejected.

SHORT TERM AGREEMENT
PART-I

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS

(Note: All communications must be addressed to the officer named below by TITLE only and not by name)

FROM :

**THE GENERAL MANAGER
ORDNANCE FACTORY
BHUSAWAL – 425 203 (MS)**

TO :

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.

2. General conditions and important notes governing the contract are enclosed. These duly signed by you, in token of acceptance, will be returned with this form

Station : BHUSAWAL – 425 203

Date :

(R.N.S.CHAUHAN)
JT.GENERAL MANAGER
FOR GENERAL MANAGER
FOR & ON BEHALF OF PRESIDENT OF INDIA

PART – II

TENDER No.

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

From

To,

**THE GENERAL MANAGER
ORDNANCE FACTORY
BHUSAWAL – 425 203 (MS)**

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.

1. 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.

Yours faithfully

(Signature of Tenderer)

Address_____

Dated_____

Signature of witness_____

Address_____

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

Please see first page of NIT (Notice Inviting Tender)

DELIVERY SCHEDULE

Please see first page of NIT (Notice Inviting Tender)

(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:-
 - (a). The Indian Companies Act, 1966?
 - (b). The Indian Partnership Act, 1932? (please give names of partners)
 - (c). 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 :

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)

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:

- (i). Price must be in terms of new coinage system, viz. Rupees and Paise.
- (ii). This unit prices should be for the same units indicated in the schedule to tender enquiry and not any other unit.
- (iii). Prices quoted should be invariably for delivery+ F.O.R. **Ordinance Factory Bhusawal** and inclusive of charges such as packing, forwarding, custom duty, etc, etc. where applicable.
- (iv). Quantity discount, if any, should be indicated prominently.
- (v). 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:

- (i). 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.
- (ii). 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:

- (i). 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.).
- (ii). 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.
- (iii). 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 :

Tenderer 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	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/Work :
(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, department 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 Registration) Act 1951, and if so the No. act date of registration of lines held under the act.
- 7. Details of Plant and Machinery created 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 under manufacturer, (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 & 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.
 © Unskilled labour employed.
 (d) Max. No. of workers (skilled and unskilled) employed on any day during the month of proceeding 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 :
 Date :

Signature of Tenderer

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 the and the authority Placing the order	Date of receipt of order	description of stores	Quantity	Value
1	2	3	4	5	6
Due date of Delivery	date material delivered	Dispatch particulars	No.of extensions to the delivery Obtained	REMARKS	
7	8	9	10	11	

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 discovered 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. **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.
14. **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.
15. **Security Deposits:** In the form of Crossed Demand Drafts, Treasury Receipts etc. should be drawn in the name of **General Manager, Ordnance Factory Bhusawal.**
16. **This tender is not transferable.**
17. **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

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.		
	Guarantee/warranty clause accepted.		
	Agreed for Submission of Security Deposit/ Performance Security Deposit.		

Clause no.	Commercial and General Terms	Compliance to TE specification (Y/N)	If not complied, specify deviations
	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.

INSTRUCTIONS TO TENDERER

1. Return of paper particulars-Copies of particulars supplied to the trade firms in connection with the tender enquiry/contract remain the property of the Government of India and shall be returned to the indenting factory/inspecting officer immediately after submission of quotation or on completion/cancellation of contract/order. No claim for refund of money paid for those particulars will be entertained.
2. **Pre-inspection** - Supplier must satisfy themselves that the stores are in accordance with the terms and conditions and fully conform to the required specifications by carrying out a thorough pre-inspection of each lot before actually tendering the same for inspection of the Inspecting Officer nominated under the terms of the contract. The contractor/manufacturer must keep a record of the pre-inspection carried out of which must be submitted to the Inspecting Officer.

If the Inspecting Officer finds that the pre-inspection of the consignment as required above has not been carried out the consignment is liable to be rejected.

3. **Warranty**- The stores supplied against the Order resultant to this enquiry 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 stores at consignee's end and if during this period any of the stores is found so defective the same shall be replaced by the contractor free of any charge at the consignee depot as soon as possible.
4. **Advance Sample** – Successful tenderers are required to submit Nos. of unpainted acceptable advance sample of the stores manufactured out of the approved material to the Inspecting Officer within 21 days of the receipt of the Contract for approval before commencing bulk manufacture in case advance sample is not submitted within the specified time of the sample so submitted is found unacceptable the contract is liable to be cancelled at the risk and cost of the contractor.
5. **Packing**- The stores should be securely packed to avoid loss or damage DURING TRANSIT SO THAT IT REACHES THE CONSIGNEE IN GOOD CONDITION. The packing and forwarding charges should be borne by the manufacturer/contractor.
6. **Rectification of defects**- In the event of store is given back to the manufacturer for rectification of defects, the manufacturer will ensure that the defects are attended to immediately without loss of time so that store can be reinspected. However, it should be noted that the manufacturer will not be entitled to dispose of the store which is given for rectification but not rejected without permission of the Inspector.
7. **I.T.C.C.** – Any tender not accompanied with the latest Income-Tax clearance Certificate and permanent Income-Tax Number will not be considered. This has since been amended as only PAN will be sufficient.
8. You are advised in your own interest to submit stores for inspection at least two weeks before the expiry of the delivery period stipulated in order to ensure inspection and release of inspection note in time, to enable you to deliver the stores by the due date. Your failure to submit the stores for inspection by the period recommended will not by itself be a ground for refusal to receive the stores by the inspector for inspection, if tender before the expiry of the stipulated delivery period but any delay in delivery of stores, on account of such failure, on your part, tendered by the period recommended any delay in inspection or release of inspection notes, resulting in delay in delivery beyond the stipulated delivery period, would ordinarily be condoned, provided such delay on the part of the inspector is established as the sole and direct cause of your failure to deliver the by the due date.
9. The quotation should be submitted in duplicate.
10. Any deviation in stores from tender specification should be clearly highlighted.

Tender should be submitted in one enclosed envelope which should be used as inner cover.

** I/We accept the above conditions in full.

(Signature of tenderer with date)

SPECIAL INSTRUCTIONS

- (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.
 1. 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.
 2. Tenderers are bound to accept order for additional quantity under this clause if order is placed on them during the currency of the contract.
 3. 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. The contractor must submit the Challan in quadruplicate to the consignee sufficiently in advance of the actual arrival of the stores at destination failing which the contractor shall be held responsible for any subsequent discrepancy between actual receipt and the material detailed in the Challan received later.
The Challan must contain the following information :-
 - a). Supply order Number and Date (ii) Brief description of Stores (iii) Inspection Note Number and date (iv) Railway receipt number and date.
 - b). Supply order number and Date should be invariably quoted on all corresponding invoices etc.
 - c). Payment in all cases will be made to the contractor by the Accounts Officer named in this supply order by means of Crossed Cheques only. The receipt of the Cheque must be acknowledged within a fortnight. Failure or delay in doing so will render the contractor liable to forfeit the privilege of receiving the cheque sent by post.
 - d). The Purchaser will not pay separately for transit insurance. The contractor will be responsible until the stores, contracted for arrive in good condition. In case contractor choose to insure the goods he should notify to the consignee in writing while forwarding the dispatch document about the time limit within which the claims for shortages in transit should be raised by the consignee.
 - e). **Pre-Inspection-**
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 the inspecting officer.
The supplier must keep a record of pre-inspection carried out and must submit to the Inspecting Officer. If the Inspecting Officer finds that pre-inspection of the consignment as required above has not been carried out, the consignment is liable for rejection.
 - f). **Rectification of Defects :**
In the event of a store given back to the supplier for rectification of defects, the supplier will ensure that the defects are attended to promptly so that stores can be re-inspected. However, it should be noted that the supplier shall not be entitled to dispose of the store which is given for rectification but not rejected without prior permission of the Inspector.
 - g). **Warranty :**
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.
 - h). **Return of Paper Particulars.**
Copies of particulars supplied to the contractor in connection with this supply order remains the property of the Government of India and shall be returned to the indenting factory, inspecting officer immediately after completion/cancellation of supply order. No claim for the refund of money paid on these particulars will be entertained.
 - i). **Arbitration :** In the event of any questions, disputes, or difference arising under conditions of contract or in connection with this supply order (except to the matters for which specific, provisions has been made), the same shall be referred to the sole arbitrator of Director General Ordnance Factories or any other officer appointed to be an arbitrator by the Director General, Ordnance Factories. It will be no objection that the arbitrator is a government servant that he had to deal with the matters to which the supply order related or that in the course of his duties as a government servant he had expressed views on all or any of the matters in dispute or difference. Award of the Arbitrator so appointed shall be final and binding on the parties to this contract here to the provision of Indian Arbitration Act 1996 and the rules there under and any statutory modification thereof for the time being in force.

The venue of arbitration shall be the place in which the agreement is entered such other place as the government at its discretion may determine.

- j). In case excise duty is payable extra is a separate element in terms of supply order same may be claimed extra. While claiming the excise duty, the supplier shall furnish the following documentary evidence :-
- (i). A copy of Gate Pass, which besides showing the rate and amount of excise duty on each consignment should also indicate the number and date of supply order.
 - (ii). A certificate from the firm's proprietor/Partner/Director/ Manager/ Accountant on the bill itself to the effect that amount of excise duty claimed has actually been paid by them to the excise authorities. B) The particulars shown in the Gate Pass have been incorporated in monthly return in Form RT 12 submitted/ to be submitted to the excise authorities and c) should the firm be granted any refund of excise duty claimed in respect of the relevant supplies the benefit of refund would be passed over to the government.
- k). Whenever claiming sales-tax as separate element as per terms of supply order, supplier must furnish the following certificate:-

“ Certified that the goods in which Sales-Tax has been charged have not been exempted under the sales-tax act or the rules made thereunder and the charge on account of sales-tax on these goods are correct under the provision of that act or the rules made thereunder.

“Certified that we (on our branch) or agent are registered as declare in the state (address) under Registration No.....for the purpose of sales-Tax.”

- D). You are advised to your own interest to submit stores for inspection at least two weeks before the expiry of the delivery period stipulated in order to ensure inspection and release of inspection note in time, to enable you to deliver the stores by the due date. Your failure to submit the stores for inspection by the period recommended will not by itself been ground for refusal to receive the stores by the inspector for inspection, if tendered before the expiry of the stipulated delivery period but any delay in delivery of stores, on account of such failure, on your part, will be entirely your responsibility. Further, if the stores are tendered by the period recommended, any delay in inspection or release of inspection notes, resulting in delay in delivery beyond the stipulated delivery period, would ordinarily be condoned, provided such delay on the part of the inspector is established as the sole and direct cause of your failure to deliver the stores by the due date.

(C) 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.
- (iii). 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 predetermined ranking of the firms decided through Vendor Rating as per the SOP for capacity verification (under 'para24')
- (iv). 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.
- (v). 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) firm in the ratio 60:40 or among R1, R2 and Rank 3(R3) firm in the ratios 50:30:20 respectively.
- (vi). 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.
- (vii). 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.
- (viii). An undertaking from the new firms that they will not be part of a cartel will 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.

(D) SLAB RATES :- Slab Rates are not accepted and offer of the firms quoting slab rates will be rejected

- (E) E-PAYMENT :** For the purpose of making e-Payment, following information may please be submitted
- (i). Name, full address with pin code, of the contractor/Supplier
 - (ii). Bank Account Number
 - (iii). Name, full address with pin code of his banker
 - (iv). Name, location code number of the branch of the bank where contractor wants payment of his bills.
 - (v). IFSC Code of the Bank Branch, if not banking with SBI.
 - (vi). MICR/IAFS Code Number of the Branch

**Signature of the Tenderer
With Seal**

**Form of Tender (I.A.F.Z.-2120) &
Instructions to Tenderers (I.A.F.Z.-2137-A)**

- **Following pages contain the above mentioned forms which are to be duly signed by the bidder and submitted along with the bid**
- **Bidder should read these forms carefully**
- **In case of any conflict of instructions in these two forms when compared to the rest of this annexure , the instructions of latter will override those of formers, particularly for following**
 - **Tender Document Charges – Amount and payment mode**
 - **Earnest Money Deposit - Amount and payment mode**

TENDER FOR THE SUPPLY OF COMPONENTS AS PER DRG.**AT Ordnance Factory Bhusawal****AGAINST OPEN TENDER ENQUIRY NUMBER ORDFYS/OFBH/DAVP/03/10-11/PV/20100015****FOR Handle, Catch, Centre Partition, Bracket End for Shell, Engaging Plate and Catch Plate****AS PER DRG. Dated 18/03/2011**

Details of Earnest Money sent herewith

(To be filled in by Tenderer)

Description	No	Date	Face Value

To,

The General Manager**Ordnance Factory****Bhusawal, District – Jalgaon****Maharashtra – 425 203**

1. I/We the undersigned agree, on acceptance of this tender in whole or in part, to supply /render to the President of India hereafter referred to as the Government, which expression shall include those duly authorized to act for him, in accordance with such acceptance, so many/much of the article/services specified in the schedule attached , hereto, as the * **The General Manager, Ordnance Factory Bhusawal** may actually require during the period _____ to _____ for to such date as this period may be extended under the condition of clause 19(ii) of this tender, subject to the conditions and stipulations specified in this tender (including any schedules and "specifications and Conditions" contained therein or attached hereto) in the acceptance and in the "Instructions To Tenderers" (all of which constitute and are hereafter referred to as the "Contract")

I/We shall deliver/render the supplies/services at my expense in such quantities, at such times, in such manner, to such person and at such place (within the area covered by the contract, as specified in the schedule) as the Government may direct.

Further in consideration of your agreeing to take from me/us and no other contractor, the entire amount or supplies/services which, the officer or officers operating the contract may require within the period of the contract accept the articles/services contracted for (including their

authorized substitutes mentioned in the schedule) which the Government may themselves supply or may obtain from State Government Soldier's Gardens and Unit Dairies. I/We subject to the provisions of clause 7 and 19 thereof, bind myself/ourselves not to revoke my/our tender during the aforementioned period.

- 2.** I/We shall furnish, as a security deposit, within twenty days of issue of notice (I.A.F.Z-2124) of the acceptance of this tender (in whole or in part), or before the commencement by me/us of the performance of the contract, whichever is earlier (or within such extended time as may at the sole option of he Government be granted to me/us), the sum specified in the said notice of the acceptance (I.A.F.Z-2124) and referred to in paragraph 6 of the "Instructions to Tenderers" (I.A.F.Z. -2137-A) and such deposit or the earnest money submitted with the tenders, if the security deposit has not been remitted at the time of the breach or non-performance , will be liable to forfeiture in the event of any breach or non-performance on my/our part of the contract. If I/We fail to furnish such security deposit within the time aforesaid, this contract will be forthwith terminated and earnest money forfeited under the orders of the Officer sanctioning the contract or If the security deposit is accepted in the form of bank deposit receipt which matures before the security deposit is returnable under clause 17 (iv) hereof, I/We shall be at liberty, to renew same subject always to the lien created in favour of Government under clause 7 of the "Instructions to Tenderer" (I.A.F.Z-2137-A).
- 3.** Any change in the constitution of my/our firm shall be notified forthwith by me/us in writing to the authority sanctioning the contract and such change shall not relieve any former member of the firm from any liability under the contract. No new partners /partners shall be accepted into the firm by me/us in respect of this contract unless he/they agree(s) to abide by all its terms and conditions and deposits(s) with the officer sanctioning the contract a written agreement to this effect. My/Our receipt or acknowledgement or that of any partners subsequently accepted as above shall bind me/ all of us and will be a sufficient discharge for any of the purposes of the contract.
- 4.** The officer sanctioning the contract may authorize such Officers as he may wish to operate the contract on his behalf and I/We and my/our agent will accept and carryout instructions given by such officers (or their representatives) in connection with contract as if these were issued by the Officer sanctioning the contract.
- (a).** All monies or compensation payable by me/us to Government under the terms of the contract, may be deducted from or realized by the sale of sufficient part of my/our security deposit, or from interest arising therefrom, or from any sums which may be due or may become due to me/us by Government under this contract or any other contract or any other account with the Government. In the event of my/our security deposits being reduced by reason of any such deductions or sale, as aforesaid, or should the value of such receipts or securities depreciate

in value during the period that they be held as such as security deposit, I/We shall, within twenty days from the date of my/our being called to do so, make good in case of receipt or securities the amount required to complete the security deposit to the original value.

- (b). Any sum of money due and payable to the contractor (including security deposit returnable to him/them) this contract may be appropriated by the purchaser or the Government or any other person or persons contracting through the * **The General Manager, Ordnance Factory Bhusawal** and act of against any claim of the Government or such other person or persons for the payment of a sum of money arising out of this contract or under any other contract made by the contractor with the Government or such other person or persons.

5.

- (i). The Officer to whom supplies/services are to be delivered (in the contract referred to as the officer operating the contract which expression shall include his duly authorized representatives) may reject the supplies/services in whole or in part if, in his opinion, they are not in all respects in accordance with the contract.
- (ii). I/We shall not charge or be paid for supplies/services rejected as above, and such supplies/services shall be removed by me/us at once and at my/our own expense.
- (iii). I/We shall neither claim or nor be entitled to payment for any damage that rejected supply may suffer from cutting, tearing or any other harm incidental to a full and proper examination and test of such supplies.
- (iv). Government shall be under no liability whatever for rejected supplies/services and the same shall be at my/our risk. If rejected supplies be not removed by me/us within fifteen days of rejection, the Officer operating the Contract shall be entitled to cause the same to be removed and to charge me/us with all expenses incurred in such removal or to leave them on Government premises and to charge me/us rent for the space occupied, the amount of such rent being settled, in case of dispute, by the Officer sanctioning the contract or to sell or otherwise dispose of the goods on my/our behalf and at my/our risk and to retain any money realized (after paying expense of sale) towards any sum due from me/us.
- (v). Government shall, in the event of rejection of supplies, be entitled to demand replacement, at my/our own cost, of such supplies of the quality required or if replacement is not permitted to recover from me/us the railway freight at public tariff rate on rejected supplies from the place of dispatch to the place at which rejection took place.

6. In the event of-

Rejection of my/our supplied/services, as described in paragraph 6 (i) above, or of

My/our failing, declining, neglecting or delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of contract, the Officer operating the contract shall be at liberty (without prejudice to any other remedy the Government may have on account of any claim for compensation against loss and inconvenience caused by such breach or non-performance of the contract) to purchase or to procure or to arrange from

Government stocks or otherwise, at my/our expense, such supplies/services as may have been rejected or that I/we may have failed, declined, neglected or delayed to supply, or such authorized substitutes there for as are specified in the Schedule here to and are approved by the Officer operating the contract and any excess cost so incurred over the contract price (together with all incidental charges or expenses) insured in purchasing, procuring or arranging for such supplies/services or their authorized substitutes and, in cases where issues in replacement are made from Government stocks or supplies, the cost or value of such stock or supplies (together with all incidental charges or expenses), shall be recoverable from me/us on demand.

7. The Officer sanctioning the contract or **The General Manager, Ordnance Factory Bhusawal** may rescind this contract by notice to me/us in writing:-
- (i). If I/We assign or sublet my/our contract without his written approval, or if I/We attempt to do so.
 - (ii). If I/We or any of my/our agents or servants shall-
 - i. be guilty of fraud in respect of the contract, or any other contract entered into by me/us with Government, as
 - ii. directly or indirectly give, promise or offer any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise to any Officer or person in the employment of the Government in any way relating to such Officer's or Person's Office or employment.
 - (iii). If any such Officer or person mentioned in sub paragraph (ii) (b) of this Para, become in any way directly or indirectly interested in the contract.
 - (iv). If I/We decline, neglect or delay to comply with any demand or requisition or in any other way fail to perform or observe any condition of the contract.
 - (v). If I/We or any of my/our partners become insolvent or apply for relief as an insolvent debtor or commence any insolvency proceedings or make any composition with my/our creditors to attempt to do so or in the case of our being a registered company any order be duly made or any resolution be duly passed for the winding up of the company.
 - (vi). If it should transpire that I am /we are doing business conjointly with any other contractors(s) or that I am a partner/we are partners in any other firm(s) on the approved list of A.S.C. contractors.

In case of such rescission, my/our security deposit (or such portion thereof or the Officer sanctioning the contract shall consider fit or adequate) shall stand forfeited and be absolutely at the disposal of Government without prejudice to any other remedy or action that the Government may have or take if this contract be for supply at more than one station, its rescission under these conditions shall not be affected by the acceptance meanwhile or subsequently, of supplies/services accepted or made at any station in ignorance of the rescission.

In case of such rescission, the Government shall be entitled to recover from me/us on demand any extra expense the Government may be put to in obtaining supplies/services hereby agreed to be supplied, from elsewhere in any manner mentioned in clause 7 (ii) hereof for the

reminder of the period for which this contract was entered into, without prejudice to any other remedy the Government may have.

8. Notwithstanding anything hereinbefore contained and without prejudice thereto, the Officer operating the contract may recover from me/us as compensation, such sums as he considers reasonable:-
 - (i). If any goods entrusted to me/us under the contract be lost, damaged or depreciated unless such loss, damage or depreciation be due to the act of God or of the enemies of the Government.
 - (ii). If I/We fail to observe or perform any condition of the contract.
9. Decision as to recovery of monies from me/us in respect of purchase or arrangement at my/our expense or of compensation by order of the Officer operating the contract under paragraph 7 or 9 above and any order for rescission of the contract by the Officer sanctioning the contract under paragraph 8 above shall be subject to an appeal, if preferred in writing by me/us within fifteen days of issue of such decision or order, to such Officer's immediate superior Commander, whose decision will be accepted as final. If such appeal be not duly notified to the immediate superior Commander within this period the original decision or order in question shall be accepted as final.
10. I/We shall be liable to pay rent for any military land if and when occupied by me/us in the course of the contract at a rate to be fixed by the Officer sanctioning the occupation of the land and intimated by the Officer sanctioning the contract.
11. **No payment will be made in advance for any supplies/services under this contract.**
12. On the supplies being accepted, I/We shall be entitled to be furnished with a certificate from the proper Officer of Government, to the effect that supplies have become the property of Government, for the purpose of enabling me/us to obtain a refund of the amounts paid by me/us for Octroi Duty in respect of such supplies, provided such refund is permissible by the law under which such Octroi Duty has been levied.
13. If during the currency of the contract, the specification of any article or articles to be supplied thereunder be changed, I/We shall continue to supply the said article or articles in accordance with the new specification, at a rate to be mutually agreed to in writing at the time of such change and in default of such agreement, the contract, in so far as it relates to the said articles in respect of which no agreement has been arrived at, shall be rescinded but no such change shall affect the supply of any of the other articles under the contract or entitle me/us to any compensation.

14. I/We shall oblige my/our servants and agents to conform to any reasonable instructions to ensure their punctuality in attendance or supply, cleanliness and respectful behaviour that may be given by the Officer sanctioning the contract or the Officer operating the contract.
15. In respect of any supplies of foodstuffs or of drinks under this contract, any Officer of the department concerned and any Medical Officer acting on behalf of the Officer sanctioning the contract may at any time, inspect and examine these supplies and the hygienic and sanitary conditions under which these supplies are prepared, stored (previous to issue to Receiving Officers) or issued and I/We shall comply, without unnecessary delay, with any reasonable instructions or suggestions issued by such Officers in connection with the preparation, storing and handling of such supplies, any expenditure incurred by me/us in the course of such compliance (and which is not chargeable to me/us under the contract) being borne by me/us, if the Officer sanctioning the contract may so decide.
- 16.
- (i). I/We shall submit to **The General Manager, Ordnance Factory Bhusawal**, by twenty third day of each month my/our bill for all supplies duly accepted during the first fortnight and by eighth day of each month my/our bill for all supplies duly accepted during second fortnight of the preceding month. These bills will be presented by me/us on the correct printed forms (to be obtained by me/us from the Officer operating the contract), and shall be receipted by me/us and be supported by the receipted voucher given to me/us by receiving Officer. The charges in these bills shall always be entered at the same rates for each supply/service as are shown in the schedule of the contract and under such clause of the schedule as pertain to it and is specified by the Officer operating the contract in the requisition or order.
- (ii). I/We shall be responsible for taking all possible steps to obtain receipted vouchers from receiving Officers in time to ensure correct submission of my/our bills within the period specified above. In the event of failure to obtain receipted vouchers in time, I/We will bring the matter to the notice the Officer operating the contract and I/We agree that, in the case of such delay, all and complete charges for all supplies/services accepted in any month shall be submitted complete and in proper order to the * **The General Manager, Ordnance Factory Bhusawal** before the end of the following month.
- (iii). If any retrenchments be made in payment of any bill submitted by me/us other than in respect of an ordinary audit objection and except in respect of recoveries under paragraphs 7 and 9 above on which final decisions have already been given, such retrenchment shall be subject to an appeal, if preferred by me/us in writing within one month, to the Officer sanctioning the contract, whose decision shall be accepted by me/us as final. If the retrenchment be withdrawn and submission of a fresh bill for the amount retrenched be sanctioned, I/We shall submit this bill to the * **The General Manager, Ordnance Factory Bhusawal** with all necessary supporting vouchers, within fifteen days of such decision being given.

(iv). My/our security deposit or any balance thereof remaining at the end of the contract shall not be returned to me/us until my/our accounts have been finally audited and settled and until I/We executed the usual "No Demand" (I.A.F.A.-451).

17. In the event of withdrawal (or reduction in the number) of troops or animals and consequent of or reduction in demand, I/We shall not be entitled to any compensation. The Officer sanctioning the contract or Officer operating the contract will, however, make reasonable endeavors to give warning of any impending complete withdrawal or of any reduction seriously affecting quantities likely to be required under the contract.

18.

(i). In event of state of emergency being declared by the President of India in the area under which this contract is held, and the control of supplies/services such as are required under the contract, being taken over by the Civil or Military authorities, I/We agree to obtain my/our requirements for the purpose of this contract through and under the supervision of the same authorities and without extra cost to Government i.e. without altering the original tendered rate for supply under the contract.

(ii). In the event of such state of emergency being declared while the contract is in force and within 61 days before expiry of the contract period, I/We hereby agree that, if desired by the Officer sanctioning the contract, the contract shall continue in force up to a date of 61 days after the date originally fixed for the termination of the contract.

(iii). Notwithstanding anything to the contrary herein contained, if the Military situation necessitates such a course, this contract may be terminated by the Officer sanctioning the contract on giving the contractor 60 days II notice at any time without the contract being entitled to any compensation on that account.

(iv). After the state of emergency has been declared by the President of India which covers the area in which the contract is held the ** **The General Manager, Ordnance Factory Bhusawal** will, at his sole discretion, decide the date from which the Military situation warrants the termination of the contract and such date will be communicated to me/us in writing and I/We agree to accept his decision as fully binding on us from that date.

19. I/We acknowledge that I/We have made myself/ourselves fully acquainted with all the conditions and circumstances under which the supplies/services required under the contract will have to be made or furnished and with all the terms, conditions, specifications and other details of the contract and I/We shall not plead ignorance of any of these as excuse in case of complaint against or of rejection of supplies/services tendered by me/us or with a view either to asking for enhancement of any rates agreed to in the contract or to evading any of my/our obligation under the contract.

20.

- (a). Any dispute or difference arising in the interpretation or application or provisions of contract, settlement of which is not herein before provided for, shall be referred to the sole arbitration of the Officer sanctioning the contract or his successor in Office or any of person nominated by the **** The DGOF & Chairman, Ordnance Factory Board .**
- (b). The award of the arbitrator shall be final and binding on both the parties.
- (c). In the event of the arbitrator to whom the matter is referred being transferred or vacating his Office or being unable to act for any reason, the **** The DGOF & Chairman, Ordnance Factory Board** at or subsequent to the time of such transfer, vacation of Office or inability to act, shall appoint another person successively if necessary, to act as arbitrator in accordance with the terms of this contract. Such person will be entitled to proceed with the case under arbitration from the stage at which it was left by the predecessor(s).
- (d). A demand for arbitration shall be in writing and made within six months from the date of termination of the contract. The date of termination of the contract shall mean and include:-
 - i. The last date of the delivery of goods according to the terms of the contract.
 - ii. In case where the contract is cancelled wholly or partly, the date when the letter of cancellation is issued.
- (e). Subject as aforesaid the Arbitration Act, 1940 or any statutory modification or re-enactment thereof for the time being in force or any rules made thereunder shall apply to the arbitration proceedings under this clause.

21. If costs of operation of the contract are increased or decreased by an act of Legislature during the currency of the contract then contract rate will be correspondingly varied.

22. A suit or other legal proceedings in respect of any dispute arising out of or in connection with or in relation to the contract can institute only in the Court of competent jurisdiction situated in the locality from where the acceptance of tender was issued.

Signature(s) or mark(s) of tender(s).....

 Witness.....
 Name.....
 Address.....
 Occupation.....

Station

Dated the.....day of200

~~*— The Officer sanctioning the Contract.
 †— In the case of fodder issues in replacement made by the R.V.F.C (Farms) from Government stocks, the cost will be calculated at the General Supply Rate of the farm concerned.
 ††— In the case of contracts for hired transport, such bill will be submitted to the Station Transport Officer. In the case of contracts made by the Army Remount Department, they will be submitted to the Officer operating the contract.~~

~~in the latter cases, you must distinctly state that these rates are only tendered on this consideration.~~

* If this Para is not applicable, tender inviting Officer should delete it.

(iii). Any special conditions or stipulations attached or referred to in the form of the tender (I.A.F.Z.-2120) shall prevail over the general conditions or stipulations contained therein in so far as and to the extent to which the latter are in any way repugnant to the former.

3. You are to initial any erasures or alteration that may have already been made in the forms before they are sent to you and also any further erasures or alterations (if any) that you may have accidentally made in the course of completing the forms.

4. If you are firm (i.e. if you have a partner or partners), each one of you must sign the tender, the Schedule and if it be not embodied in the Schedule, the "Specification and Conditions" (if any partner be absent, these forms will be signed by his duly constituted attorney). If any partner signs the tender or any document forming part of the contract on behalf of the firm, the original partnership agreement or the power of attorney duly executed in his favour authorizing him to bind the firm in all matters pertaining to the contracts including the submission of any dispute relating to business of the firm to arbitration should be attached to the tender of such other document. If you (or any of your partners) be unable to write, you (or he) must make you (his) mark or affix your (his) seal instead and this mark or seal must be attested and dated by some responsible person.

In cases where verified copies of partnership deeds and power of attorney are held by the executive authorities, having been submitted at the time of their registration, the following certificates only may be attached to the tender : -

I/We certify that the constitution of my/our firm is as under :-

- (i).** I am the Manager and hold a proper power of attorney (copy attached) from other partners in my favour.
- (ii).** The following whose signature(s) is/are appended is/are the partners of my/our firm as given in the original partnership agreements and that my/our documents have been signed by all partners shown hereunder :-

Address	Signature.
First Partner
.....	
Second Partner
.....	
..... Signature of Manager Signature of Sole Proprietor

Note :- Item not applicable to be deleted

If you are not a firm the following certificates is to be attached to the tender :-

I certify that I am the sole proprietor and there are not other partners doing business conjointly with me.”

In the case of a limited company registered in accordance with the Articles of Association, the following certificates may be attached to tender.

“I certify that I am the Managing Director and I hold the power of Attorney executed in accordance with the Articles of Association of the Company to sign all documents on behalf of the Company.”

In case where a Partner of a firm dies before acceptance of the tender, the surviving partner (or partners and the legal representative of the deceased) must renew the tender. The Signature of one recognized agent on behalf of all partners of a firm can only be accepted if he holds a proper power of attorney signed by all these Partners. This power of attorney must be submitted for inspection at the time of tendering. It must, in case of a Registered Company, be executed in accordance with the Articles of Association of the company and, in the case of a partnership be signed by all the partners of the firm and must be properly stamped and registered with the districts registration authorities. The stamp duty payable can be ascertained from the office of the Collector of the District where it is executed.

5. You must send, with the tender, the amount of earnest money shown at the head of the schedule. The earnest money must be made payable to the officer calling for tenders. The earnest money must be in one or other or partly in one and partly in another of the following forms.
 - (i). Cash- By remitting cash in Government Treasury.
 - (ii). Demand Draft from Scheduled Banks – These can be accepted provided the amount involved is less than Rs.5,00,000.
 - (iii). Deposit-at-call receipt of Scheduled Bank including the State Bank of India and its subsidiaries, approved under the bank Guarantee *Scheme- This will be accepted under the conditions specified in clause 7(g) of this form, provided the amount exceeds Rs.5,00,000.
6. The successful tenderer will be notified on I.A.F.Z.-2124 of acceptance of his tender in whole or in part. Till then, no tenderer has any right to assume that his tender has been accepted on whole or in part and if any tenderer disregards this warning and any arrangement if incurs any expenditures in stoppage in receipt of notice of acceptance, he will have no claim for compensation.

On issue of the notice of acceptance, the tender will become a contract in so far as the notification shows the whole or part of the tender that has been accepted and the tenderer will furnish the security deposit as specified in the Acceptance of tender (I.A.F.Z.-2124) and hand over the treasury receipt /the bank deposit receipt /the Government etc. Lodged as security deposit to the* **The General Manager, Ordnance Factory Bhusawal** by the time and date as specified in the acceptance of tender.

Until receipt of the security deposit in full or in the event of the non-submission of the security deposit, the earnest money will be retained and considered as part of security and shall be subject to disposal by Government in accordance with clause 2 of I.A.F.Z.-2120. The amount of this security deposit will be calculated in tens of rupees on the value of the estimated quantity of supplies/service to be made or rendered by you during the period of the contract for which your tender has been accepted and according to the rates tendered and accepted for the same:-

- (i). For Contract not exceeding Rs.10,000 in value – 10 per cent with a minimum of Rs.2500.
- (ii). For a contract between Rs.10,000 and Rs.30,000 in value – 7 per cent with a minimum of Rs.1,000 and maximum of Rs.2,000.
- (iii). For a contract exceeding Rs.30,000 in value -5 per cent with a minimum of Rs.2,000.
- (iv). For a contract exceeding the value of Rs.1,20,000 security deposit will be affixed by the competent financial authority as under:-
 - (a). Five per cent of the value of the contract up to Rs.1,20,000.
 - (b). Two and half percent of the balance of value of the contract.

(c). Amount arrived at by adding (a) and (b) above to be rounded off to the nearest hundred.

7. The security deposit to be furnished must be in one or other or partly in one and partly in another of the following forms subject to the conditions noted against each:-

(a). Cash – This must be lodged in a Government Treasury on a Ministry Receivable order obtainable from the..... and the treasury receipt must be produced and handed over as and within the time specified in the notice of acceptance of tender, Government will not pay any interest on any deposit held in form of cash.

(b). Government securities (including Post office cash certificates, Defence saving certificates, National savings certificates and National Plan certificates.) –These will be accepted at their surrender value at the time of tender. The certificates should be formally transferred to..... with the sanction of the Head Postmaster concerned.

(c). Promissory Notes and Stock Certificates of the central or State Government, Municipal Debentures or Port Trust Bonds- These will be accepted at 5 percent below the market price or at the face value whichever is less.

Notes:- When promissory notes are tendered as security deposit, the officer receiving the note shall have them endorsed by the depositor in favour of the C .D .A. concerned

(d). Bank Deposit receipts – Deposit receipts of the State Bank of India only will be accepted. The deposit receipt should be made out in the name of

(The blank space will be filled in by the Army Authority before issuing the form to the tenderer)

Notes:-

1. The deposit receipts should be made out in the name of pledgee or, if it is made out in the name of the pledger, the Bank should certify on it that the deposit should be withdrawn only on the demand or with the sanction of the pledge.
2. The depositor should agree in writing to undertake any risk involved in the investment.
3. The bank should agree that, on receipt of a signed treasury Challan and a withdrawal order from the pledger in respect of the deposit or any part thereof, it will at once remit the amount specified, into the nearest treasury along with the Challan and send treasury receipt to the pledger.
4. The responsibility of the pledger in connection with the deposit and the interest on it will cease when he issues a final withdrawal order to depositor and sends an intimation to the Bank that he has done so.

Notes :-

1. The blank space will be filled in with the name of Authority concerned before issuing the form to the tenders.
2. Such certificates not held in the name of officer or contract for furnishing security but in the name of "third party" will not be accepted.

(e). A post Office Savings Bank Account- This must be opened by the depositor himself who will sign the necessary security deposit form (obtainable from the post office). The depositor will then deliver pass Book to the..... pledging the same in favour of C.D.A..... C.D.A.....

(f). Treasury savings Deposit certificate- These will be accepted at their surrender value. The provisions of note under clause (c) above will apply mutatis mutandis to the Treasury Savings Deposit certificates.

- (g). Guarantee, Guarantee Bond, Fixed Deposit Receipt, cash certificate and other security scheme.-

The Guarantee Bond etc. issued by Scheduled Banks (including the State Bank of India) approved by Reserve Bank of India in this behalf will be accepted only if concurrence in writing of the Reserve Bank of India is obtained. Guarantee Bonds issued by Scheduled Banks other than Scheduled Banks approved by the Reserve Bank of India in behalf will be accepted, if they have been countersigned by an approved bank, the latter undertaking to identify the Government in full in case of defaults and concurred in writing by the Reserve Bank of India. In other cases, the concurrence of Reserve Bank of India will not be necessary if the Bank in question lodges Cash or Government securities to cover the guarantee the amount of Government securities being sufficient to cover the full amount of the Guarantee with a margin of 5 per cent below the Market price. Fixed Deposit receipts, Cash Certificates etc., issued by the State Bank of India and its subsidiaries and the fourteen nationalized banks do not require the concurrence of Reserve Bank of India but the deposit receipts of a scheduled bank will however require confirmation from the Reserve Bank of India. Bank guarantee bonds executed by banks of either of the above two categories will however have to be confirmed by the Reserve Bank of India, when they are tendered as security deposits.

In all cases the security must be pledged as directed by the officer calling for tenders in accordance with existing regulation , and in such manner (to be decided by the officer sanctioning the contract) that the Government may realize the same without reference to the tenderer. The Tenderer will be entitled to the interest earned, unless the securities depreciate while contract is in force, in which case interest will be claimable by the tenderer only from the time of depreciation is made good by him or unless his security deposit is forfeited under the terms contained in the tender (I.A.F.Z. 2120).

8. Earnest Money of a successful tenderer will be returned as soon as the security deposit has been furnished unless it will be needed as part of the security deposit. Earnest Money of unsuccessful tenders (unless forfeited under clause 9 below) will be returned immediately after rejection of the tenders,
9. The tenderer shall held the offer open up to and including **minimum 90 days from date of opening of tender**. It is understood that the tender document have been sold/issued to the tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting his tender he will not resile from his offer or modify the term and conditions thereof . Should the tenderer fail to observe and comply with the foregoing stipulation, the earnest money shall be forfeited to the Government without prejudice to any other rights of the Government under this contract and the law. The earnest money shall also be liable to be forfeited in full, if the tenderer fails to furnish security deposit by the due date. No interest will be payable on the amount of the earnest money in any case.

No cognizance will be taken of any communication relating to withdrawal revocation or amendment to the tender already submitted except when it is in the form of a letter duly signed by the tenderer, if the tenderer is an individual, by all the partners of the firm of tender or their duly accredited attorney, if the tenderers are a partnership firm and by a person having express authority in the case of limited company.

10. Should any individual or firm not on the registered list of the officer opening these tenders wish and is allowed to tender under the notice it cost be directly and sanction has or there under is satisfied to his they have been registered before tender are opened, such tenderers are be give their clear and full address without fail.
11. Strikeout which is not applicable.
12. The approval or rejection of tenders rests with the * **The General Manager, Ordnance Factory Bhusawal** who reserves to himself the right of rejecting any tender in whole or in part or any

item in whole or in part in respect of and or all the delivery points shown in the Schedule (I.A.F.Z.-2121) without cause assigned. The lowest tender will not of necessity be accepted.

- 13. The quantities stated on schedule as "Approximate Requirements" are only given as a rough guide and no claim for compensation will be made or entertained in case these amounts be overdrawn or underdrawn. All indents must be complied with at the contract rate whether the quantities demanded therein be within or in excess of the "Approximate Requirements".
- 14. Any further information required can be obtained on application on any working day between 10 a.m and 2 p.m on the.....
.....
- 15. **The "Instructions to Tenderers" are to be signed by you and returned with your tender.**
- 16. Payment of bill of successful tenderers will be made on the Government Treasury at.....
.....by crossed cheques.
- 17. Railway freight on all stores imported by you in connection with the requirements of the contract will be paid for by you at public rate. Under no circumstances will Government Credit Notes be issued to you in this respect.
- 18. You will have no claim for compensation , if any, concession, in Octroi duty or in railway freight or other charges granted by or understood to be allowed by the railway authorities be subsequently withdrawn , but in the event of any duty of a customs or excise on the article contracted for being imposed .increased, decreased or remitted after the date of contract the amount of such imposition , increases ,decreases or remission shall be added to or deducted from contract price as the case may be.
- 19. No priority certificate or letters to Railway or their authorities will be given to you to facilitate the carrying out of the contract except that under exceptional circumstances which must be explained by you in writing and accepted by him as justifying such assistance **The General Manager, Ordnance Factory Bhusawal** is authorized to address the Railway authorities to assist in supplying freight.

The giving of such assistance will no way of prejudice Government right to enforce the terms of the contract in case of default.

* The officer who sanction the contract, as specified in Financial Regulation, India, Part I.

The officer operated the contract.

Signature, Rank and Designation } **Shri R.N.S.Chauhan, Jt.General Manager**
Of officer calling for tender } -----
 } **For General Manager, Ordnance Factory Bhusawal**
 } -----

All the above conditions are accepted by me/us.

Witness { Name -----
Address -----

Occupation -----

Station-----

Signature of Tenderer

Dated-----day of-----200-----

The SCHEDULE (referred to in the Tender I.A.F.Z- 2120)

Earnest Money (In figures and in wards)

Amount of Security Deposits (in figures and in wards)

Period of duration of the contract

Limit within which the contract will be in force

“ SPECIAL CONDITIONS GOVERNING THIS CONTRACT ARE ATTACHED MARKED”

Instruction to the officer calling for tenders :-

1. Specification and conditions not shown in the tender should be shown at the end of this form, or if space left available does not admit of this, on an attached statement.
2. Column(1),(2) and (3) below are to be filled in by the Officer calling for tenders before he issues the forms to tenderers. The quantities to be shown under column (2) must be multiples of the units entered receptively under column (3).

Supply or Services required (Assorted articles should be classified into groups which one dealer can supply in the ordinary course of his trade	Approximate requirements given only as a rough guide	Per	Rates tendered for delivery at Supply Depots			Rates tendered for delivery at camps of Exercise or on Line of March,etc			Rates tenders for delivery at		
			In figures		In words	In figures		In wards	In figures		In wards
			Rs.	P		Rs.	P		Rs.	P	

Articles contracted for	Scale	Authorized substitute	Equivalent Scale

I/We agree that substitutes for contracted articles as hereto above provided for may be purchased, procured or supplied existing Govt. stocks at my/our risk and expence in accordance with the Provisions of Clause (ii) of I.A.F.Z-2120, attached hereto

Station Signature of Tenderer

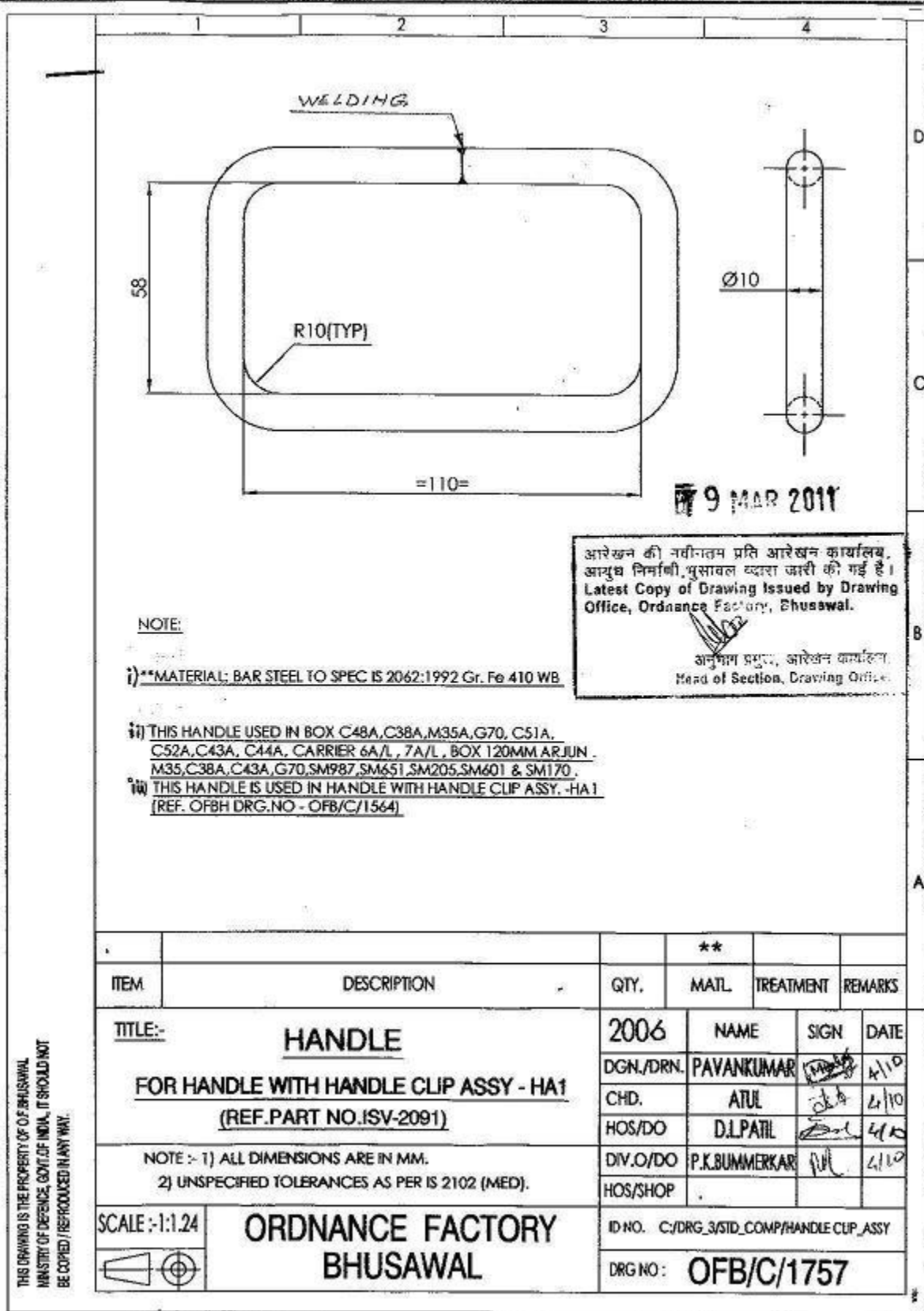
Witness

Name.....
Address.....
Occupation.....

Dated the day of20

ANNEXURE -A

1. Handle as per Drg.No.OFB/C/1757



आरेखन की नवीनतम प्रति आरेखन कार्यालय, आयुध निर्मात्री, भुसावल द्वारा जारी की गई है।
 Latest Copy of Drawing Issued by Drawing Office, Ordnance Factory, Bhusawal.

अनुभाग प्रमुख, आरेखन कार्यालय,
 Head of Section, Drawing Office.

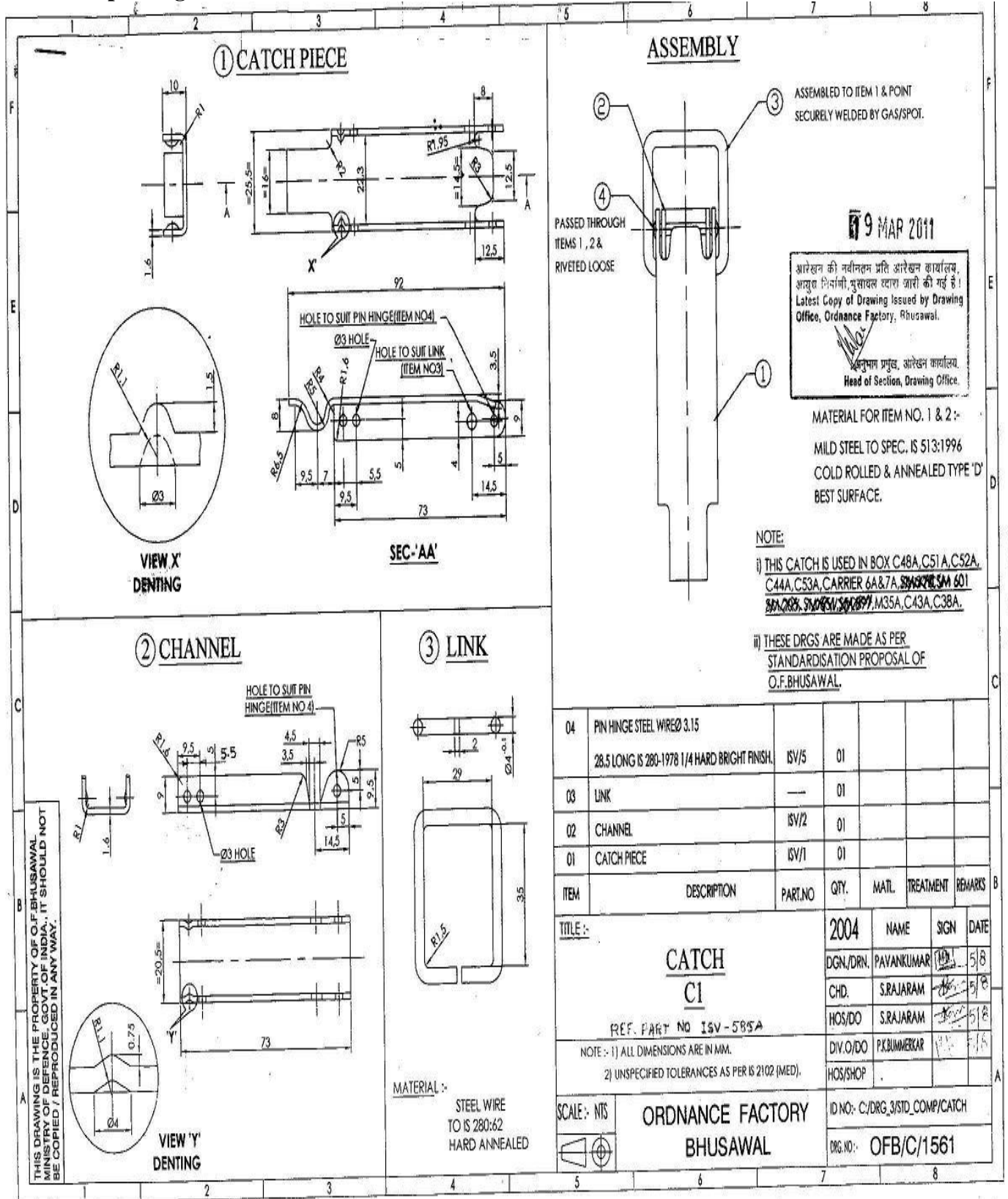
NOTE:

- i) **MATERIAL: BAR STEEL TO SPEC IS 2062:1992 Gr. Fe 410 WB
- ii) THIS HANDLE USED IN BOX C48A, C38A, M35A, G70, C51A, C52A, C43A, C44A, CARRIER 6A/L, 7A/L, BOX 120MM ARJUN, M35, C38A, C43A, G70, SM987, SM651, SM205, SM601 & SM170.
- iii) THIS HANDLE IS USED IN HANDLE WITH HANDLE CLIP ASSY. -HA1 (REF. OFBH DRG.NO - OFB/C/1564)

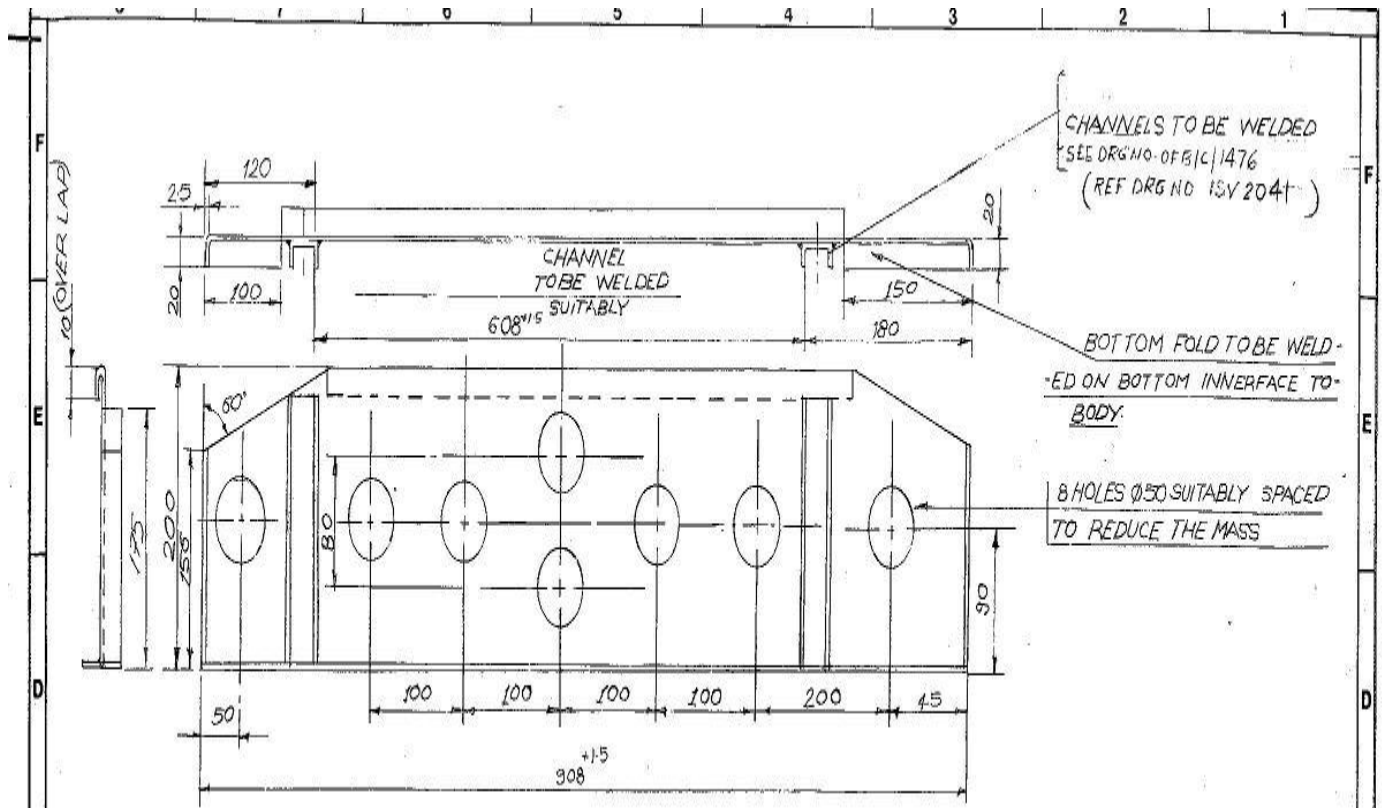
THIS DRAWING IS THE PROPERTY OF O.F. BHUSAWAL. MINISTRY OF DEFENCE, GOVT. OF INDIA. IT SHOULD NOT BE COPIED / REPRODUCED IN ANY WAY.

ITEM	DESCRIPTION	QTY.	MATL.	TREATMENT	REMARKS
TITLE:- HANDLE FOR HANDLE WITH HANDLE CLIP ASSY - HA1 (REF.PART NO.ISV-2091)		2006	NAME	SIGN	DATE
		DGN./DRN.	PAVANKUMAR	<i>[Signature]</i>	4/10
		CHD.	ATUL	<i>[Signature]</i>	4/10
		HOS/DO	D.L.PATIL	<i>[Signature]</i>	4/10
		DIV.O/DO	P.K.SUMMERKAR	<i>[Signature]</i>	4/10
		HOS/SHOP			
NOTE :- 1) ALL DIMENSIONS ARE IN MM. 2) UNSPECIFIED TOLERANCES AS PER IS 2102 (MED).		ID NO. C:/DRG_3/STD_COMP/HANDLE CLIP_ASSY DRG NO: OFB/C/1757			
SCALE :- 1:1.24 		ORDNANCE FACTORY BHUSAWAL			

2. Catch as per Drg.No.OFB/C/1561



3. Center Partition as per Drg.No.OFB/C/1488



* MATL: →

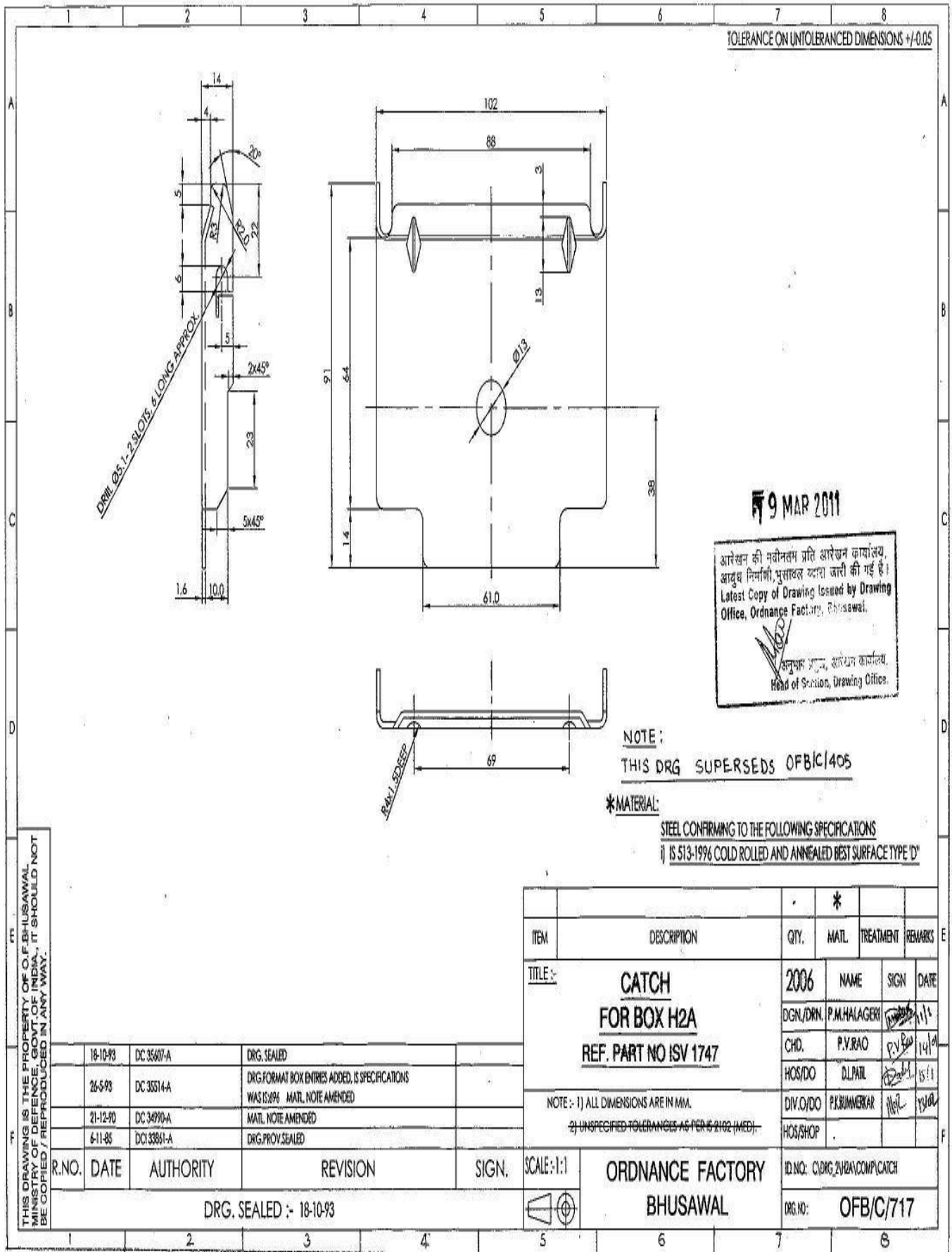
MILD STEEL SHEET 2.5 MM THICK SHOULD CONFORMING TO ANY ONE
 1) IS: 1079-94 NOT ROLLED & ANNEALED 'B' 'O'.
 2) IS 513-94 COLD ROLLED & ANNEALED TYPE 'D' BEST SURFACE

9 MAR 2011

आरेखन की नवीनतम प्रति आरेखन कार्यालय, आर्युध निर्मात्री, भुसावल द्वारा जारी की गई है।
 Latest Copy of Drawing Issued by Drawing Office, Ordnance Factory, Bhusawal.
 अनुभाष प्रमुख, आरेखन कार्यालय,
 Head of Section, Drawing Office.

ITEM	DESCRIPTION	NO. OFF	MATL	TREATMENT	REMARK
				DRN/rev	SIGN DATE
				CHD	2/2
				F/DO	02/20
				APPD	02/10
CENTER PARTITION FOR BOX C53A (REF. DRG NO ISV 2045)					
DATE AUTHORITY		REVISION		SIGN	
5-1-2011 D.C. 36629A					
14-9-98 D.C. 36466-A					
DRG SEALED		SCALE N.T.S		ORDNANCE FACTORY BHUSAWAL	
				DRG NO. OFB/C/1488	

6. Catch Plate Drg.No.OFB/C/717



9 MAR 2011

आरेखन की सर्वोत्तम प्रति आरेखन कार्यालय, आरुघु निर्माणी, भुसावल यथा जारी की गई है।
 Latest Copy of Drawing Issued by Drawing Office, Ordnance Factory, Bhusawal.
 अनुमोदक, आरेखन कार्यालय, Head of Station, Drawing Office.

NOTE:
 THIS DRG SUPERSEDS OFB/C/405

*MATERIAL:
 STEEL CONFORMING TO THE FOLLOWING SPECIFICATIONS
 i) IS 513-1996 COLD ROLLED AND ANNEALED BEST SURFACE TYPE 'D'

THIS DRAWING IS THE PROPERTY OF O.F. BHUSAWAL, MINISTRY OF DEFENCE, GOVT. OF INDIA. IT SHOULD NOT BE COPIED / REPRODUCED IN ANY WAY.

18-10-93	DC 35607-A	DRG. SEALED
26-5-93	DC 33514-A	DRG. FORMAT BOX ENTRIES ADDED, IS SPECIFICATIONS WAS IS:6894 MATL. NOTE AMENDED
21-12-90	DC 34990-A	MATL. NOTE AMENDED
6-11-85	DCI 33861-A	DRG. PROV. SEALED

ITEM	DESCRIPTION	QTY.	MATL.	TREATMENT	REMARKS
TITLE :- CATCH FOR BOX H2A REF. PART NO ISV 1747		2006	NAME	SIGN	DATE
DGN./DRN.	P.M.HALAGERI				11/11
CHD.	P.V.RAO				14/10
HOS/DO	DL.PAUL				15/11
DIV./D/O	P.K.BHIMNARAYAN				15/11
HOS/SHOP					

NOTE :- 1) ALL DIMENSIONS ARE IN MM.
 2) UNSPECIFIED TOLERANCES AS PER IS 2102 (MED).

R.NO.	DATE	AUTHORITY	REVISION	SIGN.	SCALE: 1:1	ORDNANCE FACTORY BHUSAWAL	ID. NO.: C/DWG/2/H2A/COMP/CATCH
DRG. SEALED :- 18-10-93							DRG. NO.: OFB/C/717