

No.IV-13018/09/2022/Prov-II
Government of India
Ministry of Home Affairs
Police Modernization Division
Prov.II Desk

26, Man Singh Road,
Jaisalmer House, New Delhi,
Dated 31.10.2022

Subject: Procurement from Defence Public Sector Undertakings (DPSUs) which were part of erstwhile Ordnance Factory Board (OFB) and Floating of Open Tenders for Procurement of Arms and Ammunition -reg.

The undersigned is directed to forward the Guidelines on the above mentioned subject and to request to upload it under the link What's New in MHA Website.

Encl. As above.



(Vinod Kumar Arya)

Under Secretary to the Govt of India

Tele No. : 011 2338 1278

E-mail: us-prov2@mha.gov.in

The Section Officer (IT),
MHA, North Block,
New Delhi

No. IV-13018/09/2022-Prov.II(CFN-3570261)/449

Government of India
Ministry of Home Affairs
Police Modernization Division
Prov.II Desk

26, Man Singh Road
Jaisalmer House, New Delhi-110011
Dated the 07th October, 2022

To

**The Additional Chief Secretary(Home)/Principal Secretary(Home),
DGs/IGP of all States/UTs**

Subject: Procurement from Defence Public Sector Undertakings (DPSUs) which were part of erstwhile Ordnance Factory Board (OFB) and Floating of Open Tenders for Procurement of Arms & Ammunition.

Department of Defence Production (DDP) vide its O.M. No. 1(5)/2021/OF/DP(Plg-V)/2 dated 24.09.2021 (copy enclosed), conveyed that the Government of India had decided to transfer, with effect from 01.10.2021, the management, control, operations and maintenance of 41 Production Units of OFB to 07 Defence PSUs (DPSUs) and OFB shall cease to exist as a body.

2. Subsequently, guidelines have been issued by MHA to all CAPFs for procurement of Ordnance Stores from DPSU which were part of erstwhile OFB vide MHA O.M. No. IV-13018/05/2021/Prov.II (CFN- 3543301) dated 12.07.2022 (copy enclosed).

3. Further, I am directed to forward herewith a copy of these guidelines. The same may be adopted/duly modified, as per extant procurement rules/instructions of the respective State Governments both for (i) procurement of ordnance stores, equipment etc. from the Defence PSUs as well as (ii) for procurement through 'Open Tenders' in which Private Manufacturers' having factories in India[with valid Arms & Ammunition Manufacturing licence] can also participate.

Encl.: As above

Yours faithfully,



(Vinod Kr. Arya)

Under Secretary to the Government of India

Tel No. 011-2338 1278

Email: us-prov2@mha.gov.in

No. 1(5)/2021/OF/DP(Plq-V)/02
Government of India
Ministry of Defence
Department of Defence Production

New Delhi, 24th September, 2021

Office Memorandum

Subject: - Dissolution of Ordnance Factory Board and transfer of employees (Group A, B & C) of Ordnance Factory Board to new Defence Public Sector Undertakings and the Directorate of Ordnance (Coordination & Services).

In pursuance of the decision of the Union Cabinet on 16th June, 2021, the Government of India has decided to corporatise the functions of the 41 production units (Ordnance Factories) of the Ordnance Factory Board ("OFB"), functioning under the Department of Defence Production, Ministry of Defence ("DDP"). Accordingly, the undersigned is directed to state that the Government of India has decided to transfer, with effect from 1st October, 2021 ("**Appointed Date**"), the management, control, operations and maintenance of these 41 production units and identified non-production units to 7 Government companies (wholly owned by the Government of India), namely (i) Munitions India Limited, (ii) Armoured Vehicles Nigam Limited, (iii) Advanced Weapons and Equipment India Limited, (iv) Troop Comforts Limited, (v) Yantra India Limited, (vi) India Optel Limited, and (vii) Gliders India Limited (collectively "**New DPSUs**") in respect of (a) production activities, viz production of arms, ammunitions, weapons, vehicles, defence equipment and non-defence equipment; and (b) identified non-production activities, as set out in **Annexure A**. The Government of India has also decided to transfer, with effect from the Appointed Date, the management, control, operations and maintenance of certain identified non-production units of OFB and identified surplus land at 16 production units of OFB to the Directorate of Ordnance (Coordination & Services) ("**Directorate**") under the DDP, as set out in **Annexure B**. The New DPSUs have been incorporated as Government companies (wholly owned by the Government of India) with limited liability by shares under the Companies Act 2013 with registered office and corporate offices as set out in Annexure A.

2. Accordingly, on and with effect from the Appointed Date, OFB, which has been set up vide Ministry of Defence letter no. 1(82)/78/D(Fy.I) dated 09.01.1979, shall cease to exist as a body. Further, the Board position of Member (Finance), OFB shall also cease to exist on and with effect from the Appointed Date.

3. The Government has decided that all the employees of OFB (Group A, B & C) belonging to the production units and also the identified non-production units (as per the structure set out in Annexure A) shall be transferred *en masse* to the New DPSUs on terms of foreign service without any deputation allowance (deemed deputation) initially for a period of two years from the Appointed Date, in accordance with Rule 37A of the Central Civil Services (Pension) Rules 1972.

4. Each of the new DPSUs is required to frame rules and regulations related to service conditions of the absorbed employees and seek an option for permanent absorption from the employees on deemed deputation to that respective DPSU, within a period of two years. The service conditions of the absorbed employees would not be inferior to the existing ones. A Committee would be constituted by DDP for guiding the new DPSUs in this regard so that the absorption package given is attractive.

5. Till such time the employees remain on deemed deputation to the new DPSUs, they shall continue to be subject to all the extant rules, regulations and orders as are applicable to the Central Government servants, including related to their pay scales, allowances, leave, medical facilities, career progression and other service conditions.

6. The Government has also decided that all the employees of OFB (Group A, B & C) belonging to OFB HQ (at Kolkata), OFB New Delhi Office, OF Schools and OF Hospitals (Group A, B & C), shall be transferred *en masse* to the Directorate under DDP, initially for a period of two years from the Appointed Date. However, all such employees would be liable to be transferred/sent on deputation at any time as per the requirement.

7. The pension liabilities of the retirees and existing employees will continue to be borne by the Government from the Ministry of Defence ("MoD") budget for Defence Pensions. For the employees recruited after 01.01.2004, National Pension Scheme applicable to the Central Government employees is in vogue and the same may be adopted by the New DPSUs, including continuation of all special provisions applicable to Central Government employees under the National Pension System.

8. The conditions of payment of pensionary benefits to the employees of OFB on absorption to the New DPSUs would be regulated in accordance with Rule 37-A of the Central Civil Services (Pension) Rules, 1972.

9. These orders will come into effect from 1st October, 2021 (Appointed Date).

10. Separate orders would be issued by the Directorate in compliance to the aforesaid decisions/directives and a compliance report would be submitted to DDP.

Sandeep Jain
24/9/24

(Sandeep Jain)
Director (P&C)
Tel. No. 011-23011420

To

Secretary, Ministry of Home Affairs
Secretary, Ministry of Labour & Employment
Secretary, Department of Expenditure
Secretary, Department of Economic Affairs
Secretary, Department of Public Enterprises
Secretary, Department of Investment and Public Asset Management
Secretary, Department of Legal Affairs
Secretary, Department of Personnel & Training
Secretary, Department of Pension and Pensioners' Welfare
Secretary, Department of School Education & Literacy
Secretary, Ministry of Health & Family Welfare
Secretary, Ministry of Corporate Affairs
Deputy NSA and Secretary, National Security Council Secretariat

Copy to:

Prime Minister's Office
Cabinet Secretariat

Copy also to:

Secretary, Department of Defence
Secretary, Department of Military Affairs
Secretary, DRDO
FA (DS), MoD
DGOF & Chairman, OFB
CMDs of the new DPSUs

Structure for Transfer of Production Units and identified Non-Production Units to the 7 New DPSUs

#	Name of transferring production unit	Name of transferee New DPSUs and main objectives / business ¹
1.	Ammunition Factory Khadki	Munitions India Limited. This DPSU will be engaged in the business of manufacturing ammunition and explosives. Registered and corporate office: Ammunition Factory Khadki, Pune, Maharashtra, India, 411003
	Cordite Factory Aruvankadu	
	High Energy Projectile Factory Tiruchirappalli	
	High Explosive Factory Khadki	
	Ordnance Factory Bhandara	
	Ordnance Factory Bolangir	
	Ordnance Factory Chanda Chandrapur	
	Ordnance Factory Dehu Road	
	Ordnance Factory Itarsi	
	Ordnance Factory Khamaria	
	Ordnance Factory Nalanda	
Ordnance Factory Varangaon		
2.	Engine Factory Avadi	Armoured Vehicles Nigam Limited. This DPSU will be engaged in the business of manufacturing vehicles. Registered and corporate office: HVF Road, Bhaktavatsalapuram, Avadi, Chennai, Tamil Nadu, India, 600054
	Heavy Vehicle Factory Avadi	
	Machine Tool Prototype Factory Ambarnath	
	Ordnance Factory Medak	
	Vehicle Factory Jabalpur	
3.	Field Gun Factory Kanpur	Advanced Weapons and Equipment India Limited.
	Gun Carriage Factory Jabalpur	

¹ It is hereby clarified that the respective DPSUs may diversify their businesses in future as per commercial viability.

	Gun and Shell Factory Cossipore	This DPSU will be engaged in the business of manufacturing weapons and equipment. Registered and corporate office: Ordnance Factory Kanpur, Kalpi Road, Kanpur, Uttar Pradesh, India, 208009
	Ordnance Factory Kanpur	
	Ordnance Factory Project Korwa	
	Ordnance Factory Tiruchirappalli	
	Rifle Factory Ishapore	
	Small Arms Factory Kanpur	
4.	Ordnance Clothing Factory Avadi	Troop Comforts Limited. This DPSU will be engaged in the business of manufacturing troop comfort items. Registered and corporate office: C/o Ordnance Factory Equipment, Headquarter G T Road, Kanpur, Uttar Pradesh, India, 208013
	Ordnance Clothing Factory Shahjahanpur	
	Ordnance Equipment Factory Kanpur	
	Ordnance Equipment Factory Hazratpur	
5.	Grey Iron Foundry Jabalpur	Yantra India Limited. This DPSU will be engaged in the business of manufacturing Military Grade components and Ancillary products. Registered and corporate office: C/o The General Manager Ordnance Factory, Ambajhari Amravati Road Ambajhari, Nagpur, Maharashtra, India, 440021
	Metal and Steel Factory Ishapore	
	Ordnance Factory Ambarnath	
	Ordnance Factory Ambajhari	
	Ordnance Factory Bhusawal	
	Ordnance Factory Dumdum	
	Ordnance Factory Katni	
	Ordnance Factory Muradnagar	
6.	Ordnance Cable Factory Chandigarh	India Optel Limited. This DPSU will be engaged in the business of manufacturing opto-electronic items. Registered and corporate office: C/o Opto Electronic
	Ordnance Factory Dehradun	
	Opto-Electronics Factory Dehradun	

		Factory, Raipur, Dehradun, Uttarakhand, India, 248008
7.	Ordnance Parachute Factory Kanpur	Gliders India Limited. This DPSU will be engaged in the business of manufacturing parachutes. Registered and corporate office: C/o Ordnance Factory Equipment Headquarter, G T Road, Kanpur, Uttar Pradesh, India, 208005

Non-Production Units merged with the New DPSUs

#	Name of transferring non-production unit	Name of transferee New DPSUs
1.	Ordnance Factories Institute of Learning, Khamaria	Munitions India Limited
	National Academy of Defence Production, Ambajhari	
	Regional Controllerate of Safety Pune.	
2.	Ordnance Factories Institute of Learning, Ambernath	Armoured Vehicles Nigam Limited
	Ordnance Factories Institute of Learning, Avadi	
	Ordnance Factories Institute of Learning, Medak	
3.	Ordnance Factories Institute of Learning, Ishapore	Advanced Weapons and Equipment India Limited
4.	Ordnance Factories Institute of Learning, Kanpur*	Troop Comforts Limited
5.	Ordnance Factories Institute of Learning, Ambajhari	Yantra India Limited

6.	Ordnance Factories Institute of Learning, Dehradun	India Optel Limited
Non Production units handed over to New DPSUs and their employees shall be transferred to the OF units, as under:		
#	Name of transferring non-production unit	Name of transferee Unit and New DPSUs
1.	Regional Marketing Centre, Pune	Ammunition Factory Khadki; Munitions India Limited
2.	Regional Controllerate of Safety, Avadi	Heavy Vehicles Factory, Avadi;
3.	Regional Marketing Centre, Chennai	Armoured Vehicles Nigam Limited
4.	AV Head Quarter, Avadi	
5.	OFB Mumbai Office	Machine Tool Prototype Factory, Ambarnath; Armoured Vehicles Nigam Limited
6.	Regional Controllerate of Safety, Kanpur	Ordnance Factory Kanpur; Advanced Weapons and Equipment India Limited
7.	OEF Head Quarter, Kanpur	Ordnance Equipment Factory, Kanpur; Troop Comforts Limited
8.	Ordnance Factory Recruitment Centre	Ordnance Factory, Ambajhari;
9.	Regional Controllerate of Safety, Ambajhari	Yantra India Limited
10.	Regional Controllerate of Safety, Ishapore	Metal & Steel Factory, Ishapore: Yantra India Limited
11.	Regional Marketing Centre, New Delhi	Ordnance Factory, Muradnagar; Yantra India Limited

Structure for Transfer of identified Non-Production Units and Surplus Land to the Directorate of Ordnance (Coordination & Services)

#	Name of transferring non-production units	
1.	OF Hospitals / independent dispensaries	Metal and Steel Factory Ishapore
		Ammunition Factory Khadki
		Ordnance Factory Kanpur
		Ordnance Factory Khamaria
		Gun and Shell Factory Cossipore
		Ordnance Equipment Factory Kanpur
		Ordnance Clothing Factory Shahjahanpur
		Gun Carriage Factory Jabalpur
		Vehicle Factory Jabalpur
		Heavy Vehicle Factory Avadi
		Ordnance Factory Ambernath
		Cordite Factory Aruvankadu
		Ordnance Factory Medak
		Ordnance Factory Muradnagar
		Ordnance Factory Bhandara
		Ordnance Factory Chanda Chandrapur
		Ordnance Factory Ambajhari
		Ordnance Factory Varangaon
		Ordnance Factory Dehradun
		Ordnance Factory Katni
		Ordnance Factory Tiruchirappalli
Ordnance Factory Itarsi		
Ordnance Factory Dehu Road		
Ordnance Factory Bolangir		
Ordnance Factory Bhusawal		
Ordnance Cable Factory Chandigarh		
Ordnance Equipment Factory Hazratpur		

		Ordnance Factory Project Nalanda
		Ordnance Factory Project Korwa
2.	OF schools	Ordnance Factory Bhandara
		Ordnance Factory Ambarnath
		Ordnance Factory Ambajhari
		Ordnance Factory Bhusawal
		Ordnance Factory Chandrapur
		Ordnance Factory Varangaon
		Ordnance Factory Itarsi
		Ordnance Factory Katni
		Gun Carriage Factory Jabalpur
		Ordnance Factory Khamaria
		Vehicle Factory Jabalpur
		Cordite Factory Aruvankadu
		Ordnance Factory Tiruchirappalli
		Ordnance Clothing Factory Avadi
		Ordnance Factory Badmal
		Gun and Shell Factory Cossipore
		Metal and Steel Factory Ishapore
		Rifle Factory Ishapore
		Ordnance Factory Dum Dum
		Ordnance Factory Muradnagar
		Ordnance Clothing Factory Shajahanpur
		Ordnance Equipment Factory Kanpur
		Ordnance Factory Kanpur
		Ordnance Factory Dehradun
3.	OFB Head Quarter Units	OFB Head Quarter (located at Kolkata) and OFB New Delhi Office
4.	Identified surplus land of 3152.11 acres located at 16 Ordnance factories	

F.No. IV-13018/05/2021/Prov.II (CFN- 3543301)/313

Ministry of Home Affairs
Police Modernization Division
(Prov.II Desk)

26, Man Singh Road,
Jaisalmer House, New Delhi
Dated : 12th July, 2022

Office Memorandum

Subject: Guidelines for procurement from Defence Public Sector Undertakings (DPSUs) which were part of erstwhile Ordnance Factory Board (OFB).

Department of Defence Production (DDP) vide its O.M. No. 1(5)/2021/OF/DP(Plg-V)/2 dated 24.09.2021, conveyed that the Government of India had decided to transfer, with effect from 01.10.2021, the management, control, operations and maintenance of 41 Production Units of OFB to 07 DPSUs and OFB shall cease to exist as a body.

2. A Committee under IG (Prov), ITBP was constituted to identify the issues that may arise on conversion of OFB into 07 DPSUs and to suggest modalities to address them. The Committee has given its report vide UO No. IV. 12011/18/2019/Prov (A&A)-104 dated 09.05.2022.

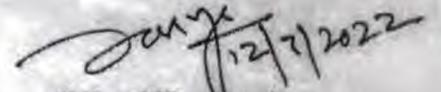
3. The recommendations of the Committee have been examined in this Division. It has been decided that the procurement from DPSUs which were part of erstwhile OFB will be made in the following manner:

- (i) CAPFs will categorize their requirement of Arms & Ammunition (A&A) and other items which they used to procure from erstwhile OFB, into two categories viz. (i) Critical items (ii) Non-critical items. DG of respective CAPF will be the authority to decide the categorization as critical and non-critical items. List of critical and non-critical items may be issued with the approval of DG of respective Force under intimation to PM Division (MHA)
- (ii) In FY 2022-23, CAPFs may procure critical items (including A&A) from DPSUs through Single Tender Enquiry under Rule 166 of GFR, 2017 and procedure laid down in Manual for Procurement of Goods, 2017 on the standards set out by Directorate General of Quality Assurance (DGQA) and the inspections of Senior Quality Assurance Establishment (SQAE) on the Controllerate of Quality Assurance (CQA) Specifications and Authority Holding Scaled Particulars (AHSP). Further, Specimen of Request for Proposals (RFP) being used by Indian Army for procurement from DPSUs is enclosed for guidance. The Bid Security Declaration and Make in India Clauses may also be included in RFP.

Contd.....

D. J. Singh
12/7/2022

- (iii) Procurement of non-critical items will be done through Open Tender Enquiry (OTE) along the lines of available Qualitative Requirements (QRs)/Trial Directives (TDs) and procedure laid down in Manual for Procurement of Goods, 2017 and Rule 161 of GFR, 2017, to provide level playing field for all the manufacturers.
- (iv) For the procurement of critical items (including A&A) to be carried out in FY 2023-24 or later, the guidelines will be subsequently issued.



(Vinod Kr. Arya)

Under Secretary to the Government of India

Tel No. 011-2338 1278

Email: us-prov2@mha.gov.in

To

1. DGs, AR (through LoAR)/BSF/CRPF/CISF/ITBP/NSG & SSB
2. AS & FA
3. Director (Procurement), PM Division, MHA
4. Department of Defence Production
5. All DPSUs which part of erstwhile OFB
6. PPS to JS (PM), MHA
7. PS to Adviser (Prov), MHA

RFP NO. 21-22/HQMC/PAC/TDR/02 DATED 03 MAR 2022 DUE ON 15 MAR 2022

Telephone No : 0712-2512771/7853
 Fax No : 0712 – 2512928/2512122
 E-mail: - : purchasecell@iaf.nic.in

Logistics Mgmt Branch
 Purchase Cell
 HQMC, IAF
 Vayu Sena Nagar
 Nagpur – 440 007

MC/7703/145/Purchase BM-I

03 Mar 2022

**Director/ Operations
 Munitions India Ltd (MIL)
 Ordnance Factory Khadki
 Khadki, Pune,
 Maharashtra-411003**

REQUEST FOR PROPOSAL (RFP) : PROCUREMENT OF CARTS 7.62 X 39 MM

Dear Sir/ Madam,

1. "Online Bids" (**Under Single Bid System**) from **Munitions India Ltd (MIL) (DPSU)** is invited by the **HQ MC, Procurement, Cell** on behalf of the President of India for procurement of items listed in **Part II** of this RFP.

2. This tender has been e-published on Govt. of India Central Public Procurement Portal. The tender can be viewed at www.defprocure.gov.in. To reach the site, please navigate as under:

**www.defprocure.gov.in ----- Tender Search ----- Org Name ----- Indian Air Force --
 City-- Nagpur ----- Product Category----- Aviation Equipments ----- Search**

3. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below -

Logistics Mgmt Branch
 Purchase Cell
 HQ MC, IAF
 Vayu Sena Nagar
 Nagpur – 440 007
 Tel: 0712-2512771 (Extn : 7853)
 Fax Number: 0712- 2512928
 E-mail: purchasecell@iaf.nic.in

4. This RFP is divided into five Parts as follows:

(a) **Part I** – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, validity period of tenders, etc.

RFP NO. 21-22/HQMC/PAC/TDR/02 DATED 03 MAR 2022 DUE ON 15 MAR 2022

(b) **Part II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(c) **Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

(d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

(e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.

5. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary, **at any stage, without assigning any reasons.**

6. Please acknowledge the receipt of this RFP to e-mail ID purchasecell@iaf.nic.in with agreement on Tender submission date.

7. **Price Bid (Part 'V') uploaded without the Technical Documents (PART-I to Part-IV) will be rejected. Part-I to part IV i.e TECHNO COMMERCIAL BID is to be filled in all respects and uploaded with the price bid, i.e Part 'V' duly signed.**

8. Subject RFP is being issued without prejudice to the governing terms & conditions and with NIL commitments please.

Thanking you,

Yours Sincerely,

Sd/-

(Kapil Sharma)

Gp Capt

CLMO (Proc)

For and on Behalf of President of India

Annexure: As stated.

Copy to:-

- (1) Inspection Authority: Controllerate of Quality Assurance (Ammunition), Khadki, Pune , Maharashtra- 411003
- (2) HQ MC, IAF (CASEO)
- (3) HQ MC, IAF (Dy CLMO (Wpns))

RFP NO. 21-22/HQMC/PAC/TDR/02 DATED 03 MAR 2022 DUE ON 15 MAR 2022**PART- I: GENERAL INFORMATION**

1. **Critical Dates.** The critical dates with respect to the Tender ref 21-22/HQMC/PAC/TDR/02 DATED 03 MAR 2022 are as tabulated:-

CRITICAL DATE SHEET			
Sl. No.	Item	Date	Time
(a)	Published Date/Time	03 Mar 2022	1400 H
(b)	Bid Document Download Date/Time	03 Mar 2022	1430 H
(c)	Clarification Start Date/Time	04 Mar 2022	0900 H
(d)	Clarification End Date/Time	09 Mar 2022	1400 H
(e)	Bid Submission Start Date/Time	04 Mar 2022	0900 H
(f)	Bid Submission End Date/Time	14 Mar 2022	1000 H
(g)	Opening of Techno Commercial Bids (On line)	15 Mar 2022	1000 H

2. **Manner of Submission of Online Bids.**

(a) **Cover 1 (Technical Bid).** Technical Bid is to be submitted 'Online' as well as 'physically in hard copy' also, containing the following documents:-

(i) **Technical Documents.** All technical documentation, brochures etc should be scanned and uploaded

(ii) **Tender Acceptance Letter.** Bidders are to accept all the Terms and Conditions on their letter head signed by the authorized signatory of the firm. Format of this letter is placed at Appendix A. Any deviation / non-compliance with any terms or conditions of the RFP should be clearly brought out in this letter. Please note that conditional Bids are liable to be rejected.

(iii) **PAN No, GST with HSN code/TIN/Regn (Scanned and uploaded).**

(iv) **Registration certificate with DGAQA, DGQA, Air HQs/HQMC, DGS&D or Ministry of Defence, Indian Army/Navy HQs for items in RFP, if available.**

(v) **OEM support certificate if applicable.**

(b) **Cover 2 (Price Bid)** is to be uploaded as per BoQ only 'Online' on www.defproc.gov.in.

3. **Manner of submission of mandatory physical documents.** The following documents are to be submitted physically in a sealed envelope by hand/registered/ speed post at the postal address as mentioned in Para No 3 of first page of RFP, prior to Bid submission closing date/time.-

(a) Full Technical Bid.

(b) OEM/ OEM Support certificate.

RFP NO. 21-22/HQMC/PAC/TDR/02 DATED 03 MAR 2022 DUE ON 15 MAR 2022

4. **Time and Date for Opening of Bids.** As per critical date sheet at Para No. 1. If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/ time, as intimated by the Buyer.

5. **Clarification Regarding Contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications as per the Clarification end date given in critical dates at Para 9 above. Copies of the query and clarification by the purchaser will be uploaded as corrigendum for all prospective bidders who have received the bidding documents.

6. **Modification and Withdrawal of Bids.** The Bidder may modify (resubmit) his bid on line after submission, as per the provisions available on the portal. No bid shall be modified after the deadline for submission of bids.

(a) If bidder desires to withdraw before bid submission closing date/time, he may do so **online** in the portal. EMD (in case) submitted in physical form shall be returned offline.

(b) No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of the specified bid validity.

7. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

8. **Bids are Liable to be rejected for the following Reasons.**

(a) Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD.

(b) Conditional Bids will not be accepted.

9. **Validity of Bids.** The Bids should remain valid for 180 days from the last date of submission of the Bid.

Part II**Essential Details of Items/ Services Required**

1. **Schedule of Requirement –**

SI No.	GIG No.	Sec	Ref No.	Description	DoQ	Qty
I	1379302	312CQ1	1305-000705	Carts 7.62 x 39 mm	Each	96,13,737

Note: Item manufactured by the bidder as Major assembly/Minor Assembly needs to be unambiguously marked in the proposal by the bidder.

RFP NO. 21-22/HQMC/PAC/TDR/02 DATED 03 MAR 2022 DUE ON 15 MAR 2022

2. **Technical Details/ Specifications/drawings.** As per MJL specifications.
3. You are required to furnish clause by clause compliance of technical specifications along with **commercial terms and conditions** bringing out clearly the deviations from specification, if any as per Appendix-B.
4. **Delivery Period.** Delivery period will be as follows:-

SI No	Delivery Period (to be calculated from the date of acknowledgement of the supply order by the supplier)	Qty to be Delivered
(a)	3 months	25,00,000
(b)	6 months	25,00,000
(c)	9 months	25,00,000
(d)	12 months	21,13,737
Total Qty		96,13,737

Bidder is required to deliver quantity as per delivery period (DP) mentioned in Para 4 above. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Timely delivery will be the essence of the contract. The DP stipulation in the Contract/ Purchase Order is one of the most important procurement objectives as timely availability of items is vital, particularly for department of Defence. The stores are considered to have been delivered only when these are handed over to the consignee after due inspection by the designated inspecting agency. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

5. **Consignee Details.** 23 Equipment Depot, Air Force Station, Avadi, Chennai - 600055

6. **Effective Date of the Contract.** shall be 10 days after signing of contract by the Buyer.

7. **Terms of Delivery.** Terms of Delivery will be 'Delivery at Ultimate Consignee (23 Equipment Depot, Avadi, Chennai)'. The Supplier will arrange delivery of the stores to ultimate consignee under their own arrangement.

PART III

STANDARD CONDITIONS OF RFP

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** Normally the contract shall come into effect on the date of signatures of both the parties on the contract except when some other effective date is mutually agreed to and specifically indicated / provided in the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract

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3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The arbitration is as per Form DPM-7 (for indigenous trade)/ DPM-8 (foreign supplies)/ DPM-9 (for PSUs).

4. **Penalty for use of Undue Influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favor in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Supply Order and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the Supply Order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Supply Order, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Order with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Supply Order either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Supply Order along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any Supply Orders concluded earlier with the Government of India.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

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7. **Non-disclosure of Contract documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages.** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The Buyer may also deduct from the Seller as agreed, liquidated damages to the sum of **0.5% of the contract price (excluding GST)** of the delayed/ undelivered stores/ services mentioned above for every week of delay or part thereof, subject to the maximum value of the Liquidated Damages being not higher than **10% of the total value of the goods delayed beyond the original delivery as indicated in the Supply Order.**

9. **Termination of Contract.** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases.-

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than 02 months after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The delivery of the material is delayed due to causes attributable to Force Majeure for more than 02 months after the scheduled date of delivery.

(d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

10. **Notices.** Any notice required or permitted by the contract shall be written in English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

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

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

RFP NO. 21-22/HQMC/PAC/TDR/02 DATED 03 MAR 2022 DUE ON 15 MAR 2022**14. Taxes and Duties (In respect of Indigenous bidders).****(a) General- If bidder claims for GST etc, same are payable subject to submission of Tax Invoices.**

(i) Bidders must indicate separately the relevant Taxes/Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.

(ii) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the seller to obtain exemptions from taxation authorities.

(iii) Any changes in levies, taxes and duties levied by Central/State/Local governments such as GST, etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any, obtained by the seller. Section 64-A of sales of Goods Act will be relevant in this situation.

(iv) Levies, taxes and duties levied by the Central/State/Local governments such as GST on final product will be paid by the Buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicted separately in the bids. Bidders are required to include the same in the pricing of their product.

Note. As per guidelines on TDS issued by Ministry of Finance, Department of Revenue vide circular No. 65/39/2018 under reference to F.No.S.31011/11/2018-ST-I-DOR dated 14 Sep 18, under Sec 51 of GST Act 2017 GST TDS will be deducted @2% I/R/O all purchases, supply of Goods or Services or both including contract where total value of such purchases exceeds Rs 2,50,000/- (Rupees Two Lakh Fifty Thousand) excluding GST.

(b) GST as Applicable. GST number is to be quoted in each invoice. Copy of GST Registration Certificate is also required to be forwarded along with invoices.

PART -IV**SPECIAL CONDITIONS OF RFP**

1. The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

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2. Performance Guarantee/ Security Deposit, Performance Security / Warranty Bank Guarantee Performance Security / Warranty Bank Guarantee: Performance security is payable by the supplier at the rate of 3% of the contract value (inclusive of all taxes & levies) irrespective of the registration status of the firm. Performance Security deposit payable to the Purchaser is furnished by the Supplier in the form of a Performance Bank Guarantee (PBG) issued by a public sector bank or a private sector bank authorized to conduct government business, in the prescribed format **within thirty days from the date of contract**. Any commercial bank is authorized to carry out government transactions. The performance security deposit is meant to compensate the Purchaser for any loss suffered due to failure of the supplier to complete his obligations as per the contract. The PBG/WBG will remain valid throughout the duration of the contract up to completion of supplies and continue thereafter as a Warranty Bank Guarantee up to sixty days beyond the date of completion of all contractual obligations, including warranty. **This obviates the need to obtain a fresh Warranty Bank Guarantee from the supplier on commencement of the warranty period, with corresponding return of the Performance Guarantee. In case the execution of the contract is delayed beyond the contracted period and the purchaser grants extension of delivery period, with or without LD, the supplier must get the BG revalidated, if not already valid.** The format of PBG cum WBG is given in Form "DPM-15" of DPM-2009 (As per Annexure-III).

Note: Beneficiary details are as follows:

(a)	Beneficiary Name	: Air Force Public Fund A/C Unit
(b)	Bank Account No	: 10164835031
(c)	Name of Beneficiary Bank	: State Bank of India
(d)	Branch Name & Address	: Vayusena Nagar, Nagpur
(e)	Branch Code	: 03678
(f)	IFSC Code	: SBIN0003678

3. Payment Terms for Indigenous Sellers. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Attached as Annexure-III). If the vendors are Defence PSU's the payment will be made as per following terms, on production of the requisite documents:

(a) 100% against receipt of items in good condition by the ultimate consignee.

(b) Part payment against part supply is acceptable.

Note: Part payment will be allowed corresponding to quantity received and brought on charge by the consignee against each invoice.

Note: The bills along with documents as per para 4 (a) below be submitted through consignee.

4. Paying Authority. JCDA (AF), Vayusena Nagar, Nagpur- 440007.

(a) The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:-

(i) Ink-signed copy of contingent bill / Seller's bill.

(ii) Ink-signed copy of Commercial Invoice / Seller's bill.

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(iii) Copy of Supply Order/ Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.

(iv) Receipt voucher in **triplicate** (to be submitted by consignee).

(v) Inspection note.

(vi) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.

(vii) Self certification and of GST payment return made to tax authorities.

(viii) Guarantee / Warranty certificate.

(ix) Photo copy of Indemnity bond.

(x) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.

(xi) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).

(xii) Any other document / certificate that may be provided for in the Supply Order / Contract.

(xiii) User Acceptance.

(b) Head of Account: **Major Head-2078**
Minor Head-110
Code Head-747/ 06

5. Fall clause. The following fall clause will form part of the contract placed on successful Bidder -

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offers to sell stores of identical description to any persons/Organization including the purchaser or any department of the Central government or any Department of the state government or any statutory undertaking of the central or state Govt as the case may be during the period or till the performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offers to sell such stores to any person/organization including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the Purchaser / Contracting Authority and the price payable under the contract for the stores of such

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reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:--

(i) Exports by the Seller.

(ii) Sale of goods as original equipment at a price lower than the prices charged for normal replacement.

(iii) Sale of goods such as drugs which have expiry dates.

(iv) Sale of goods at lower price on or after the date of completion of sale/ placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts., including their undertakings excluding joint sector companies and/or private parties and bodies.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – "We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/ organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (i), (ii), (iii) and (iv) of sub-para (b) above.

6. **Force Majeure Clause.**

(a) Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to

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terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

7. **OEM Certificate.** In case the Bidder is an OEM, he has to certify (on letter head) same by clearly stating the lines for which he is the OEM. In case the Bidder is not the OEM, the agreement certificate in original (with English translation duly certified) as per format of **OEM Support Certificate** from the OEM for sourcing the spares are to be submitted along with quote for item listed at part-II para-1 (Schedule of requirement) of RFP. Format of **OEM Support Certificate** to be submitted in original, is placed at **Appendix-D.**

8. **Earliest Acceptable Year of Manufacture.** Should be manufactured within **12 months** from date of signing of contract.

Note: Item manufactured by the bidder as Major assembly/Minor Assembly needs to be unambiguously marked in the proposal by the bidder.

9. **Transportation.** Free delivery by road by Supplier at ultimate consignee's premises without charging any packing / freight / insurance charges etc extra from the Buyer.

10. **Packing and Marking.** The following Packing and Marking clauses as applicable to the product being supplied will form part of the contract placed on successful Bidder:-

(a) The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

(b) The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.

(c) Each spare, tool and accessory shall be packed in separate cartons. A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. A tag in English with said information shall also be attached to six samples of the item. If quantity contracted is less than six then tag shall be affixed to complete quantity contracted of the item. The cartons shall then be packed in packing cases as required.

- (i) Part Number:
- (ii) Nomenclature:
- (iii) Contract annex number:
- (iv) Annex serial number:
- (v) Quantity contracted:

(d) One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No.1 painted in a yellow colour.

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

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- (i) Contract No. _____
- (ii) Consignee _____
- (iii) Ultimate consignee _____
- (iv) SELLER _____
- (v) Package No. _____
- (vi) Gross/net weight: _____
- (vii) Overall dimensions/volume: _____
- (viii) The Seller's marking.

(f) If necessary, each package shall be marked with warning inscriptions: <Top>, "DO NOT DROP", "FRAGILE", "ESD compliant", "HIGH VALUE ELECTRONIC COMPONENT", category of cargo etc.

(g) Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from the damage of deterioration during transportation by land, air or sea. In this case the Buyer shall finalize the marking with the Seller.

11. **Quality.** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

12. **Quality Assurance.** The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

13. **Inspection Authority.** The inspection will be carried out by representative of C Q A (Ammunition), Khadki, Pune, Maharashtra- 411003.

14. **Inspection Officer.**

- (a) Inspection-I (Pre Despatch Inspection) by Rep of C Q A (Ammunition), Khadki, Pune Maharashtra- 411003.
- (b) Inspection- II (Pre Receipt Inspection) - at ultimate consignee.
 - (i) Authority - AOC
 - (ii) Office - CQA or his representative, 23 Equipment Depot, Air Force Station, Avadi, Chennai.
 - (iii) Place - 23 Equipment Depot, Air Force Station, Avadi, Chennai.

15. **Franking Clause.** The following Franking clause will form part of the contract placed on successful Bidder –

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(a) **Franking Clause in the case of Acceptance of Goods** "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract".

(b) **Franking Clause in the case of Rejection of Goods** "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract."

16. **Claims.** The following Claims clause will form part of the contract placed on successful Bidder –

(a) The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity shall be presented within 45 days of acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website).

(c) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website).

(d) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

(e) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

(f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/ Controller of Defence Accounts concerned.

(g) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India:

17. **Warranty.**

(a) The following Warranty will form part of the contract placed on the successful Bidder –

(i) Except as otherwise provided in the invitation to tender, the Seller hereby declares that the goods, stores articles sold / supplied to the Buyer under this contract

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shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/ mentioned in contract. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of **12 months** from the date of acceptance by the Buyer of the said goods stores/ articles at the Purchaser site. Notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/ stores/articles, if during the aforesaid period of **12 months** the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods /stores/ articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

(ii) Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.

(iii) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter may undertake the balance of the lifetime requirements.

(iv) Warranty to the effect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.

Note: - The vendor shall submit the copy of the guarantee/ warranty certificate to the Inspection Authority as well as the consignee. Failure to submit the certificate will lead to non-payment of the bill.

18. With Holding and Lien in Respect of Sums Claimed:

(a) Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the vendor the purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security. If any, deposited by the vendor and for the purpose, aforesaid, the purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case maybe and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the vendor, the purchaser shall be entitled to withhold and have a lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the vendor under the same contract or any other contract with the purchaser or the Government or any person contracting through the Secretary pending finalization or adjudication of any such claim.

(b) It is an agreed term of the contract that the sum of money or monies so withheld or retained under the lien referred to above, by the purchaser will be kept withheld or retained as such by the purchaser till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) or by the competent court

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as prescribed in **Para-20** hereinafter provided, as the case may be, and that vendor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the vendor. For the purpose of this clause, where the vendor is a partnership firm or a limited company, the purchaser shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner limited company, as the case may be whether in his individual capacity or otherwise.

19. Lien In Respect of Claims In Other Contracts:

(a) Any sum of money due and payable to the vendor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the purchaser or Government or any other person or persons contracting through the Secretary against any claim of the purchaser or Government or such other person or persons in respect of payment of a sum of money arising out of under any other contract made by the vendor with the purchaser or Government or with such other person or persons.

(b) It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the purchaser or Government will be kept withheld or retained as such by the purchaser or Government or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by arbitrator, if the contract is governed by arbitration clause or by the competent court in **Para 20** hereinafter provided, as the case may be, and that the vendor shall have not claimed for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the vendor.

20. Laws Governing the Contract.

(a) This contract shall be governed by the laws of India for the time being in force.

(b) Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

(c) **Jurisdiction of Courts.** The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

(d) **Marking of stores.** The marking of the stores must comply with the requirements of the laws relating to Merchandise Marks for the time being in force in India.

21. No Demand Certificate. If the vendor fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the purchaser to forfeit either in whole or in part, the security deposit furnished by the vendor. Same as aforesaid, if the vendor duly performs and completes the contract in all respect and presents absolute "**NO DEMAND CERTIFICATE**" in the prescribed form and returns in good conditions, the specifications, drawing and samples or other property belonging to the purchaser, the Purchaser shall refund the security deposit to the vendor after deducting all dues and other expenses that the purchaser may have incurred and all dues and other moneys including all losses and damages which the purchaser is entitled to recover from the vendor.

PART- V**EVALUATION CRITERIA & PRICE BID ISSUES**

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bid will be as follows:-
 - (a) Only those Bid will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
 - (b) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format provided as **BoQ** along with tender document. **Custom duty is to be included in the basic cost.**
 - (c) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - (d) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer.
2. **Price Bid Format.** The Commercial bid format is provided as **BoQ** along with this tender document at <https://defproc.gov.in/>. Bidders are advised to download this **BoQ** as it is and quote their offer in the permitted column. Bidders are also to fill the duties & Taxes columns as applicable, to ascertain the total cash outgo.

Note.

- (a) Please confirm that the store offered by you is exactly as required under tender enquiry description, specification/drawing.
- (b) In case there is any deviation the same shall be specifically stated.

This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

Annexure: As Stated

Appendix- A Tender Acceptance Letter

Appendix- B Compliance of Commercial Terms and Conditions

Appendix- C Model ECS Mandate Form (to be submitted in original at the time of payment)

Appendix - D Format for OEM Support Certificate.



Appendix A**TENDER ACCEPTANCE LETTER**
(To be given on Company Letter Head)

(Department user may ask for Tender Acceptance Letter instead of asking signed Tender Document from the Bidders. This is a sample format, user may revise it as per their Tender Conditions)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender /Work:-

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from page No. ___ to ___ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of the mentioned tender document(s)/ corrigendum(s) in its totality/entirety.

5. I/We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department /Public Sector Undertaking.

6. I/We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found to be violated then your department /organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract., without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with official seal)



Appendix-B**COMMERCIAL TERMS AND CONDITIONS**

SI No.	Clause	Details	Accepted with Signature of Vendor	Not Accepted
1	Description	As per Part-II Clause 1 of RFP	Read and understood and accepted for compliance. Sig.	Sig.
2	Requirement	As per Part-II Clause 1 of RFP	Read and understood and accepted for compliance. Sig.	Sig.
3	Validity of bids	As per Part-I Clause 9 of RFP	Read and understood and accepted for compliance. Sig.	Sig.
4	Delivery period	As per Part-II Clause 4 of RFP	Read and understood and accepted for compliance. Sig.	Sig.
6	Consignee Details	As per Part-II Clause 5 of RFP	Read and understood and accepted for compliance. Sig.	Sig.
7	Effective date of contract	As per Part-II Clause 6 of RFP	Read and understood and accepted for compliance. Sig.	Sig.
8	Liquidated damage	As per Part-III Clause 8 of RFP	Read and understood and accepted for compliance. Sig.	Sig.
9	Payment terms	As per Part-IV Clause 3 of RFP	Read and understood and accepted for compliance. Sig.	Sig.
10	Fall clause	As per Part-IV Clause 5 of RFP	Read and understood and accepted for compliance. Sig.	Sig.
11	Warranty	As per Part-IV Clause 17 of RFP	Read and understood and accepted for compliance. Sig.	Sig.
12	Laws governing the contract	As per Part-IV Clause 20 of RFP	Read and understood and accepted for compliance. Sig.	Sig.



Appendix-C

**Form DPM-11
Model ECS Mandate Format**

Customer's option to receive payments through e-Payment (ECS/ EFT/ DIRECT CREDIT/ RTGS/ NEFT/ Other payment mechanism as approved by RBI.)

Credit Clearing Mechanism

1. Customer's name

2. Particulars of Bank Account –

- a. Bank name
- b. Branch name
- c. Address
- d. Telephone numbers
- e. IFS code
- f. 9 Digit code number of Bank and Branch appearing on MICR cheque issued by Bank
- g. Account Type (S.B. Account / Current Account or Cash)
- h. Ledger number
- i. Ledger Folio number
- j. Account number as appearing on Cheque Book

3. Please attach a blank cancelled cheque, or, photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars.

4. Date of Effect

"I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under scheme."

(.....)
Date - Signature of Customer

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp: (.....)

Date:

Signature of the Authorized Official from the Bank

Appendix-D**FORMAT FOR OEM SUPPORT CERTIFICATE**
(to be submitted in original with English translation)

(ON THE LETTER HEAD OF THE OEM)

Ref No. _____

Date: _____

1. This is to certify that _____ (Name of OEM), the OEM for the items listed below authorize _____ (Name of Vendor/Company/Firm) to participate in the Tender Enquiry No. _____ dated _____ to sell following items to IAF.

SL No. of RFP	Part No.	Description	Drawing No. Code	Major Assy	Qty

2. It is further certified that items to be supplied by the above named firm would correspond to the quality as specified in Para 48 of the RFP.

3. This Certificate is valid up to _____

Authorized Signatory / Designation

Note: This certificate is to be submitted on the OEM's letter head. An English translation of same should also be submitted with quote.

Signature in Original and appoint of the person
Authorised to issue the certificate

Date and seal of authority
Issuing certificate