

	<p style="text-align: center;"><b>GOVERNMENT OF INDIA, MINISTRY OF DEFENCE</b></p> <p style="text-align: center;"><b>ORDNANCE FACTORY MEDAK</b></p> <p style="text-align: center;"><b>INVITATION TO TENDERS</b></p>	 <b>OFMK. 088</b>
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From:-

THE GENERAL MANAGER,  
ORDNANCE FACTORY MEDAK,  
YEDDUMAILARAM – 502 205, TELANGANA STATE.

To

M/s -----  
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Sir,

The following documents are enclosed for submission of tenders:

- I. Instructions to tenderers (Annexure - A)
- II. Technical Specification with all technical data including drawings etc. as necessary (Annexure - B)
- III. General conditions of contract (Annexure - C)
- IV. Check list – Compliance Report (Annexure – F)
- V. Manufacturer's Recommended List of Spares (MRLS) (Annexure – G)
- VI. Format for EMD BANK GUARANTEE (Appendix – H)
- VII. Format for PERFORMANCE BANK GUARANTEE (Appendix – I)
- VIII. Format for ADVANCE BANK GUARANTEE (Appendix – J)
- IX. Format for WARRANTY BOND (Appendix- K)
- X. Purchaser reserves right to cancel the NIT/ tender without assigning any reason.

**Note:**

01. EMD should be submitted to EOM/OFMK before Tender Opening, otherwise offer will be summarily rejected.
02. The detailed terms & conditions of this tender can be viewed/participate through Online directly from the website i.e., <https://www.ofbeproc.gov.in> against this tender enquiry.
03. All eligible/interested firms are mandated to get enrolled on the e-procurement portal <https://www.ofbeproc.gov.in>.
04. For any assistance please contact our help desk email – [helpdesk.eproc@ofb.gov.in](mailto:helpdesk.eproc@ofb.gov.in) and toll free phone no. 1800 258 2502.
05. Tenderers are requested to read the enclosed Instructions to Tenderers, Technical Specifications and General conditions of contract carefully before submitting offer.
06. Corrigendum's if any will not be published in the news paper. All the interested bidders may be visit the site until the tender is opened.

Please address your correspondence to:

The GENERAL MANAGER,  
ORDNANCE FACTORY MEDAK,  
YEDDUMAILARAM - 502 205  
DIST: MEDAK (T.S.)

(ATTN: JT.GM/EOM)  
PHONE NO: 0091 – 40 - 2328 3221  
FAX NO: 0091–8455-239074, 040—2329 2950.

(P.SATYANANDA KUMAR)  
JT. GENERAL MANAGER  
FOR GENERAL MANAGER  
FOR AND ON BEHALF OF PRESIDENT OF INDIA

**Check List Compliance Report**

Sl. No.	Description	Firm's Remarks Yes / No	In case of noncompliance, deviation to be indicated
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1. Submission of EMD.
2. Confirmation for submission of performance security deposit.
3. Validity 180 days from the date of opening of tender documents.
4. Delivery period.
5. Warranty period.
6. Para-wise compliance statement.
7. Confirmation regarding scope of supply and prices available against each item in price bid as per scope of supply mentioned in the technical specification.
8. Payment terms.
9. Submission of catalogues / Drawing of the proposed machines.
10. Submission of Customers list / Reference list to whom the similar/ proposed machines supplied by the tenderer.
11. Submission of test chart of the proposed machines.
12. Confirmation to risk purchase and L.D. clauses.
13. Confirmation to Arbitration clauses.
14. **Confirmation to General Condition of contract (Annexure – C).**  
(Non acceptance of general condition of contract will result in to  
Non-consideration of offer for evaluation & shall be summarily rejected)

**MANUFACTURER'S RECOMMENDED LIST OF SPARES (MRLS)**

EQUIPMENT: \_\_\_\_\_

Original Equipment Manufacturer (OEM):

Manufacturer's Part No	Source of Supply	Nomenclature	Nos. fitted in one equipment	Spare Parts List (ISPL) as per TE	Unit Cost	Recommended scale for spare parts		Total Cost		REMARKS
						Unit	Cost	As per T.E	As Recommended list of spares	
TOTAL COST										

**Note:**

- Maintenance spares/stores like lubricants, sealing compound, gases should be given separately giving source of supply.
- In 'Remarks' column following information (if applicable) be given
  - If an item has a shelf / operational life it may be indicated;
  - Matching set of components be indicated.
  - Items which cannot be manufactured in India due to sophisticated design/technology may be indicated.
  - If a component/ assembly is common to other similar equipment offered by the OEM earlier these should be indicated.
- Modules / assemblies should be listed and their components should be included under them so as to relate each item of spare to their module / assembly.

**FORMAT FOR EMD BANK GUARANTEE**

(To be submitted on non judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

1. Whereas .....(hereinafter called the "tenderer") has submitted their offer dated.....for the supply of .....(hereinafter called the "tender") against the Purchaser's tender enquiry No.....

2. KNOW ALL MEN by these presents that WE .....of ..... having our registered office at ..... are bound unto .....(hereinafter called the "Purchaser") in the sum of..... for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of .....20.....

3. CONDITIONS OF THIS OBLIGATION ARE:

(i) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

(ii) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

a. If the tenderer fails to furnish the Performance Security for the due performance of the contract.

b. Fails or refuses to accept/execute the contract.

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

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

..... (Signature of the authorized officer of the Bank).....

Name of the officer

.....

Designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

**FORMAT FOR PERFORMANCE BANK GUARANTEE**

From

Bank: .....

To

The President of India,  
Through: General Manager,  
Ordnance Factory....

Dear Sir,

1. Whereas you (the "PURCHASER") have entered into a contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the "said Contract") with M/s \_\_\_\_\_ (hereinafter referred to as the "SELLER") for supply of goods as defined in the said Contract and whereas the SELLER has undertaken to produce a bank guarantee for \_\_\_\_ % of total contract value amounting to \_\_\_\_\_ (amount of the guarantee in figures and words) to secure its obligations to the PURCHASER in accordance with the said Contract.

2. We \_\_\_\_\_ (the Bank) hereby expressly, irrevocably and unreservedly undertake and guarantee as principal guarantor on behalf of the SELLER that, we will pay you on your demand declaring the SELLER to be in default under the said Contract, without demur or contest, all and any sum up to a maximum of Rupees \_\_\_\_\_ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract.

3. We undertake to effect payment upon receipt of such written demand, notwithstanding any dispute or disputes raised by the SELLER in any suit pending before any Court, Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

4. We shall not be discharged or released from this undertaking and guarantee by any arrangements or variations made between you and the SELLER, indulgence to the SELLER by you or by any alterations in the obligation of the SELLER or by any forbearance whether as to payment, time, performance or otherwise.

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

6. This guarantee shall remain in full force and effect until three months beyond the warranty period as specified in the contract i.e. up to \_\_\_\_\_ (expiry date) [*or until the PURCHASER has signed the Final Acceptance Certificate (FAC) and has received the contractually agreed Warranty Bond as per the said Contract*]. In case of delay in fulfilment of obligations by the SELLER, the expiry date shall be extended by us as per intimation from the SELLER.

7. Unless a demand or claim under this guarantee is made to us in writing on or before the aforesaid expiry date or extended expiry date, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

8. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of the SELLER.

9. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of the PURCHASER in writing.

Yours faithfully,

For \_\_\_\_\_ Bank (Authorised Signatory)

Place: \_\_\_\_\_ Date: \_\_\_\_\_

Seal of the Bank

**FORMAT FOR ADVANCE BANK GUARANTEE**

From:

Bank \_\_\_\_\_

To

The President of India  
Through: General Manager,  
Ordnance Factory .....

Sir,

1. With reference to contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as "the said Contract") concluded between the President of India (hereinafter referred to as "the Purchaser") and M/s \_\_\_\_\_ (hereinafter referred to as the "the Contractor") for the supply of \_\_\_\_\_ as detailed in the said Contract and in consideration of the Purchaser having agreed to make an advance payment in accordance with the terms of the said Contract to the Contractor, we \_\_\_\_\_ (hereinafter called "the Bank") hereby irrevocably undertake and guarantee to you that if the Contractor fails to supply the goods/services in accordance with the terms of the said Contract for any reason whatsoever or fails to perform the said Contract in any respect or should whole or part of the advance payment at any time becomes repayable to you for any reason whatsoever, we shall, on demand and without demur pay to you all and any sum upto a maximum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) i.e. 110% of advance amount paid to the Contractor in accordance with the provisions contained in Clause \_\_\_\_\_ of the said Contract.

2. We further agree that if the Contractor fails to complete delivery of goods/service as per original time schedule stipulated in the said Contract, interest on the amount of advance payment corresponding to delayed delivery shall be payable to the Purchaser as per the clause \_\_\_\_\_ of the said Contract under this Guarantee.

3. We further agree that the Purchaser shall be the sole judge as to whether the Contractor has failed to deliver the goods/services in accordance with the terms of the said Contract or has failed to perform the said Contract in any respect or the whole or part of the advance payment made to Contractor has become repayable to the Purchaser.

4. We further hereby undertake to pay the amount due and payable under this Guarantee without any demur merely on a demand from the Purchaser stating the amount claimed. Any such demand made on the Bank shall be conclusive and binding upon us as regards the amounts due and payable by us under this Guarantee. However, our liability under this Guarantee shall be restricted to the above mentioned amount. *[^With each delivery and payment relating to this Guarantee, our obligation will be reduced automatically by \_\_\_% of invoice value, upon presentation to us a photocopy of the invoice and a certificate from the Purchaser about receipt of goods/services as per the invoice.]*

5. We further agree that the Guarantee herein contained shall remain in full force and effect until three months beyond the scheduled date of final delivery of goods/services as per the said Contract i.e. up to \_\_\_\_\_ (date of validity). In case of delay in fulfilment of obligations by the Contractor, the date of validity shall be extended by us as per intimation from the Contractor.

6. We further agree that any change in the constitution of the Bank or the constitution of the Contractor shall not discharge our liability hereunder.

7. We further agree that the Purchaser shall have the fullest liberty without affecting in any way our obligations hereunder with or without our consent or knowledge to vary any of the terms and conditions of the said Contract or to extend the time of delivery from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the Contractor and either to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or any indulgence or forbearance shown or any act or omission on the part of the Purchaser or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so relieving us.

8. We lastly undertake not to revoke the Guarantee during its currency except with the prior consent of the Purchaser in writing.

Yours faithfully,

for \_\_\_\_\_ Bank (Authorised Signatory)

Place : \_\_\_\_\_

Date : \_\_\_\_\_

Seal of the Bank

## APPENDIX 'K'

### FORMAT FOR WARRANTY BOND

To

The President of India  
Through: General Manager  
Ordnance Factory  
.....

Bank Guarantee No. ....Dated:.....Bank Guarantee Amount .....

Sir,

1. In consideration of President of India (hereinafter referred to as PURCHASER) having entered into a CONTRACT with M/S ..... (hereinafter referred to as CONTRACTOR) bearing the contract number ..... dated ..... (hereinafter referred to as CONTRACT) for supply of ..... (hereinafter referred to as the "Plant/Machinery") we, ..... (the Bank) hereby irrevocably undertake and guarantee to you to pay you all or any sum up to a maximum of ....., being 5% of the total price of CONTRACT to secure warranty obligations of the CONTRACTOR as per the CONTRACT.

2. In terms of the CONTRACT, the CONTRACTOR has guaranteed that the said Plant/Machinery has been built fully in accordance with the specification and will operate as provided in the CONTRACT.

3. We hereby guarantee that we shall pay to you on demand and without demur the above mentioned sum, within three days of receipt of your written demand stating that there is breach of the warranty provisions of the CONTRACT on the part of the CONTRACTOR.

4. This guarantee shall be valid until two months after the warranty period as per the Contract, i.e. up to ..... (date), except in respect of defects that occurred prior to expiry of such date and notified to the CONTRACTOR as per contractual terms. Written request will be made by the CONTRACTOR to renew/extend the Guarantee prior to its expiry to cover extended warranty for defects.

5. We undertake to effect payment upon receipt of such written demand, notwithstanding any dispute or disputes raised by the SELLER in any suit pending before any Court, Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

6. We further agree that decision of the PURCHASER as to whether there is breach of the warranty provisions of the CONTRACT on the part of the CONTRACTOR shall be final, binding and conclusive so far as we are concerned. Any approval or acceptance by the PURCHASER of the Plant/Machinery or materials or components incorporated therein shall not in any way limit the liability of the CONTRACTOR.

7. We shall not be discharged or released from the guarantee by any arrangement made between the PURCHASER and the CONTRACTOR with or without our assent or by any alteration in the obligations undertaken in the said CONTRACT or any forbearance regarding payment, time, performance or otherwise. In any case, our guarantee is limited and shall not exceed the above mentioned amount.



8. This guarantee is being furnished for release of 10% of the total contract price to the CONTRACTOR, after adjusting any amount due to the PURCHASER if any, as per the CONTRACT.

9. This guarantee shall not be discharged due to change in the constitution of either the Bank or the CONTRACTOR.

10. We, .....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the PURCHASER in writing.

Yours faithfully,

For \_\_\_\_\_ Bank (Authorised Signatory)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Seal of the Bank