

“Annexure-B”

आयुध निर्माणी चांदा म्यूनिशंस इंडिया लिमिटेड की इकाई भारत सरकार का उद्यम, रक्षा मंत्रालय चंद्रपूर, महाराष्ट्र - ४४२ ५०१	 Munitions India Limited विनाशाय दुष्कृताम्	Ordnance Factory Chanda Unit Of Munitions India Ltd Govt. Of India Enterprise Ministry Of Defence Chandrapur, Maharashtra - 442 501
दूरभाष सं/Phone No- 07175-254051/52 फैक्स/ Fax: 07175-254043/254276 Email id : ofch@ord.gov.in		

TENDER DOCUMENTS FOR GLOBAL TENDER ENQUIRY (GTE) NO. 08/CAPEX (A)/2025-26/01, DTD. 30-09-2026 FOR PROCUREMENT OF Supply, Installation and Commissioning of Screw filling machine with conversion kit for the production of shell 125mm HE and Shell 155mm HE ERFB BB/BT caliber Ammunition Qty:- 01 No

ORDNANCE FACTORY CHANDA, TAH-BHADRAWATI, DIST-CHANDRAPUR, MAHARASHTRA, PIN-442501 (INDIA).

CIN NO. U29190PN2021GOI203505		
पंजीकृत पता : गोला बारुद निर्माणी खडकी, पुणे - ४११ ००३ (महाराष्ट्र)		
Regd. Office : Ammunition Factory, Khadki, Pune - 411 003 (Maharashtra)		
निगमित कार्यालय पता : दुसरी मंजिल, न्याति यूनिट्री, नगर रोड, येरवडा, पुणे - ४११ ००६ (महाराष्ट्र)		
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**GLOBAL TENDER ENQUIRY (GTE) IN TWO BID SYSTEM (TECHNICAL BID, AND
FINANCIAL/ COMMERCIAL BID) FOR PROCUREMENT OF PLANT AND
MACHINERY THROUGH MANUAL MODE OF TENDERING**

**{MUNITIONS INDIA LIMITED, ORDNANCE FACTORY CHANDA, CHANDRAPUR,
MAHARASHTRA- 442501 (INDIA)}**

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS

Invitation of Bids for Supply of *Screw Extrusion Filling Machine with conversion kit*
Tender Enquiry (TE) No **08/CAPEX (A)/2025-26/01** Dated 30/09/2026

1. Chief General Manager, Ordnance Factory Chanda (*A Unit of Munitions India Limited, Pune*) invites Bids in electronic mode only in Two Bid System (Technical Bid and Price Bid) through e-procurement website i.e., CPP Portal.
2. The details regarding for bidding through Electronic mode like system requirement, vendor enrolment, obtaining digital signature, terms & conditions etc are available on CPP Portal. Manual offers are also acceptable.
3. This TE is divided into five Parts as follows:
 - a. **Part I** – Contains Instructions for Bidders i.e. general information and instructions about the TE such as the time and date of opening of tender, Validity period of tender, etc., place of submission (for manual tender).
 - b. **Part-II** – Contains the Technical specifications including, drawings etc. the tendered P&M/services including drawings etc.
 - c. **Part III** – Contains Standard Conditions of Contract, which will form part of the Contract with the successful Bidder.
 - d. **Part IV** – Contains Special Conditions of Contract applicable to this TE and which will also form part of the contract with the successful Bidder.
 - e. **Part V** – Contains Evaluation Criteria and Format for Price Bid.
4. This TE 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 TE, shall it become necessary at any stage.
5. Formats for EMD bank guarantee, PBG, ABG, EPBG and Pre Contract Integrity Pact (as applicable) are enclosed.

VIKAS GUPTA
ADD. GENERAL MANAGER
For CHIEF GENERAL MANAGER

PART I – INSTRUCTIONS FOR BIDDERS

1. **Start date and time for submission of the Bids:** 30/09/2026 at 18:00 hrs
2. **Date and Time for closing of Bids:** 30/10/2026 at 14:00 hrs
Date and Time for opening of Bids: 01/11/2026 at 14:30 hrs

Tenders received after above due time will not be opened.

3. **Manner of submitting the Bids:**

(a) For TEs issued by electronic mode: Not Applicable

(b) For TEs issued by physical mode wherever applicable:

- i. Sealed Bids shall be either dropped in the Tender Box marked as “**TENDER DOCUMENTS FOR GLOBAL TENDER ENQUIRY (GTE) NO. 08/CAPEX (A)/2025-26/01, DTD. 30-09-2026 FOR PROCUREMENT OF SUPPLY, INSTALLATION AND COMMISSIONING OF SCREW FILLING MACHINE WITH CONVERSION KIT FOR THE PRODUCTION OF SHELL 125MM HE AND SHELL 155MM HE ERFB BB/BT CALIBER AMMUNITION QTY:- 01 NO**” or sent by registered post to (Postal address of Fy) so as to reach by above due date and time. Late tenders will be ignored. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.
- ii. Bids in double cover must be submitted in triplicate in Two parts (Technical Bid and Price Bid) in separate sealed covers (inner covers), super-scribing the Technical Bid or Price Bid, tender number and date of opening of tender on the covers. The outer cover shall bear the, tender number and date of tender opening. The tender shall be neatly arranged, plain and intelligible, typewritten with consecutively numbered pages in solid binding. They shall not contain any terms and conditions, printed or otherwise, which are not applicable to the tender.
- iii. Insertions, postscripts, additions and alterations shall not be recognized, unless authenticated by the bidder's signature.
- iv. Only one tender shall be included in one cover. When more than one tenders are included in one cover, all tenders so enclosed in one cover will be liable to be ignored.
- v. *Bids after opening of tenders shall be called as **Late Tender**. Such late offers will not be opened.*
- vi. **Location of the Tender Box:** Main Gate, Ordnance Factory Chanda
Only those Bids, found in the designated tender box will only be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
- vii. **Place of opening of the Bids:**
The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

4. **Validity of Bids:** The Bids shall remain valid till **6 months** from the last date of submission of the Bids.

5. **Bidding Procedure:** Bids are invited under **two (2) bid system**.

Only the Technical Bid shall be opened on the time and date mentioned above. Price Bids of only those bidders will be opened, whose Technical Bids are found compliant/suitable after technical evaluation by the Buyer. Date of opening of the Price Bids will be intimated in advance to the successful Bidders whose offers have been found technically acceptable.

6. **Language of documents:** All Design Engineering Data, Drawings, Manuals, Literatures, Documents etc *shall be in English/Hindi only and shall be as per standard engineering practice. Only metric/SI units shall be used in all drawing, documents etc.*

7. **Clarification regarding contents of the TE:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 15 Days prior to the date of opening of the Bids. Any Corrigendum to tender shall be notified by the purchaser to all prospective bidders.

8. **Pre Bid Conference** (if planned by Factory): NA

9. **Modification and Withdrawal of Bids:** No bid shall be modified/withdrawn after the deadline for submission of bids. Any withdrawal of a bid will result in forfeiture of bid security

10. **Clarification regarding contents of the Bids:** During evaluation of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The clarification will be sought through RFI (e-portal) and e-mail (manual tender) and no change in prices or substance of the bid will be sought, No post-bid clarification on the initiative of the bidder will be entertained.

11. **Rejection of Bids:** Bid is liable to be rejected if complete information is not given therein or if the particulars and data (if any) asked for in the schedule to the tender, are not fully filled in. Conditional tenders will be rejected. Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summarily rejection with forfeiture of EMD.

12. **Right of Acceptance of Offer:** This Tender is being issued with no financial commitment and Purchaser reserves the right to change or vary any part thereof at any stage. The Purchaser reserves the right to reject any or all of the offers without assigning any reason whatsoever. The Purchaser also reserves the right to withdraw the Tender Enquiry, should it be so necessary at any stage.

13. **Earnest Money Deposit** (Bid Security):- **1 Cr. (One Crore)** / relaxation /if applicable in INR/USD

a. Bidders are required to submit Earnest Money Deposit (EMD) for amount of along with their bids. ***Bids received without EMD shall be summarily rejected without technical evaluation.*** The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee in specified format from any of Commercial Bank or payment online in an acceptable form, safeguarding the purchaser's interest. EMD shall be in favour of "The Chief General Manager/ **Ordnance Factory Chanda**"

b. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest within one month after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract.

c. To safeguard against a bidder's withdrawing/ altering its bid during the bid validity period in the case of tender enquiry, EMD shall be obtained from the bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the or Department or Start-ups as recognized by Department for **Promotion of Industry and Internal Trade (DPIIT)**, for similar Plant & Machinery. The bidders are required to furnish EMD along with their bids. Certificate in support of EMD exemption submitted by the bidder(s) shall be valid at least till the bid validity period.

Note: No exemption of EMD will be available for MSE Firms participating in consortium /Collaboration/Joint Venture with foreign firms.

d. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender OR if the successful bidder fails to furnish the required performance security within the specified period.

14. **Signing of tender:**

(a) The tender shall be signed by a competent authority (digitally sign in case of e- procurement) holding power of attorney to handle such job on behalf of tendering bidder and this fact must be stated explicitly.

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

(i) 'Sole Proprietor' of the bidder or constituted attorney of such Sole Proprietor.

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

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

- (c) In case of (b)(ii) above, a copy of the partnership agreement or general power of attorney, in either, case, attested by a Notary Public shall be furnished or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney shall be furnished.
- (d) In case of the partnership bidders, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the bidder.
- (e) A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.
- (f) In case of manual TE, each page of the tender, schedule to tender and Annexure, if any, shall be signed by the bidder.

15. Technical Bid

- (a) The bidder shall carefully check the specifications and drawings and shall satisfy himself of the suitability of the equipment being offered and shall take full responsibility for the efficient performance of offered Plant and equipment as per tender specification.
- (b) The offer shall be complete in all respects along with supporting documents and technical literature like catalogue, test charts, list of customers of similar m/c, performance feedback reports from users etc. as per tender specification.
- (c) The offer shall comply to all TE conditions. However, deviations, if any, shall be clearly brought out by the bidders.
- (d) The bidder shall invariably attach with their offer a clause-wise compliance statement against all the parts (I) to (V) of the TE, in the specified format (see para - Compliance to Tender Clauses), stating where they meet requirement in toto and where and how they deviate giving full details and remarks if any.
- (e) The bidder shall certify in the technical bid that the price-bid contains item-wise price as specified in Technical Specification.
- (f) In order that no clarification is needed after opening of Price Bid of technically acceptable offers, it is essential that the un-priced copy of the price bid (REPEAT UNPRICED) along with other terms & conditions shall be enclosed with the Technical Bid. List of spares with quantity shall also be submitted separately along with technical bid.
- (g) The bidder shall inspect the site if considered necessary and shall satisfy himself of site conditions and shall collect himself any other information which he may require before submitting the tender. Claims and objections due to ignorance of site conditions will not be considered after submission of the tender.
- (h) Incomplete/ conditional quotations wrt TE conditions are liable to be rejected.

16. Price Bid

- (a) In the Price bid, the bidder shall fill elements of cost of Plant and Equipment strictly as per the scope of supply & services specified in technical specification, the price bid template appropriately. If the work is of turn-key nature, the bidder will be responsible for complete execution of the plants including construction of buildings and civil/electrical/instrumentation/mechanical works as specified in the scope of work. Price bids through electronic mode will only be considered.
- (b) Rates for Spares shall be quoted separately item-wise and not to be included in the price of the machine. The price quoted for spares by the bidders will not be taken into account for deciding the ranking of the bidders. Rates for Spares should be quoted separately item-wise as per Annexure D(TO BE UPLOADED IN FINANCIAL DOCUMENT FIELD ONLY) and not to be included in the price of the machine. The price quoted for spares by the firms will not be taken into account for deciding the ranking position of the firm. Ordering of the spares will be handled separately by the buyer.(if required at the time of placement of order.)
- (c) For all plants and equipments, accessories, spares etc. of import origin, prices shall be quoted for delivery on FOB basis indicating the Port of shipment as well as for delivery on CIF basis indicating the port of entry i.e. ——— (in India) along-with the charges for transportation and insurance separately, directly by the Original Equipment Manufacturer (OEM) or the foreign supplier, if authorized by the concerned Foreign Govt. However, order if any, will be on FOB basis only and all taxes, duties, fees or charges including Bank charges outside India for supplies, services and spares ex-import including transportation, seaworthy packing, preservation till FOB is the responsibility of the vendor.
- (d) In case, foreign plants suppliers stipulate that purchases can be made through their Indian counterpart/ collaborator (not agent), purchase can be made against Rupee payment only for those plants/machines

against offer from Indian bidders, but the import clearance shall be arranged by the bidder and he shall arrange inspection/ training in India and also provide after sale services.

- (e) For indigenous P&M, prices shall be quoted in Rupees for delivery ex-works. GST if applicable, shall be indicated separately and distinctly. The freight charges, if any, shall be quoted separately. However, order if any, will be on F.O.R basis wherein freight charges, insurance charges, taxes and duties etc. will be paid on actual against documentary proof.
- (f) In case of Global TE for turn-key supply of plants, bidding may be done by a foreign bidder in collaboration with an Indian bidder. In such cases, OEM, the technology provider shall be the prime bidder. In case of collaboration for bidding, a copy of collaboration agreement or MOU is to be submitted, clearly defining the responsibility for the scope of work with reference to NIT/TE and subsequent liabilities of the contract. The foreign supplier (technology holder) shall have to be responsible for design, engineering and supply of imported equipments, quality certification for indigenous equipments, supervision of erection & commissioning and process guarantee of the whole plant. Payment can be made in foreign exchange to foreign bidders only and in Indian Rupees to Indian bidders, as per respective share of works.

17. Technical Capacity:

- (a) The bidder shall satisfy the purchaser that he possesses the necessary technical experience and qualification and that he has at his disposal suitable modern facilities and staff of specialized nature to ensure that his contract work is of best quality and workmanship, according to the latest engineering practice. The bidder shall furnish necessary particulars in support of the same with the bid.
- (b) In this regard, the bidder shall submit a detailed statement of similar plant or built by him of similar or higher capacity and similar technology in the past and name and full address of the customers with order No., date of supply and performance report thereof.

In this regard the tenderer shall submit a detailed statement of similar plants/ machines built by him and the tenderer must have supplied similar plants/ machines in the past (i.e. maximum 15 years and bidder must be presently in the business of manufacturing of similar plants/ machines). Bidder has to submit name and full address of the customers with order No., date of supply and performance report thereof. Bidder has to submit Experience and related documents along with performance report from customers of **last 15 years** as per this clause.

Definition of similar plant & machinery Factory will provide definition of similar plant and machinery.

“the firm should have past experience of supplying machine capable of Explosive filling in Ammunition shell of 105mm/125mm/130mm/155mm with Screw Extrusion method.”

In case of consortium/collaboration, at least one member of the consortium/collaboration must comply the technical capacity.

In case of Joint Venture (JV): Either JV firm or at least one partner of the JV must comply the technical capacity.

Bidder/tenderer/Vendor must be a machine/plant manufacturing entity ~~or a system integrator of defence equipment~~ and not a trading company.

18. Financial Capacity:

- i. The bidder shall produce satisfactory proof that he is financially in a position to fulfil the contractual obligations offered to be undertaken by him, e.g. showing average annual turnover during last three years, values of orders executed in the past, etc.
- ii. In the case of Indian bidder, the following shall also be submitted with their technical bid.
 - (a) Copies of last three years annual report indicating profits and losses.
 - (b) Copies of Partnership deeds.
 - (c) Copy of certificate of incorporation and Articles of Association.
 - (d) Copies of ownership documents in respect of manufacturing plant.
 - (e) General power of attorney in favour of any signatory, other than the owner/head of the bidder.
 - (f) Affidavit that the bidder has never been banned.

Turnover: The minimum average annual financial turnover of the bidder shall be 30% of the estimated cost of the bid, during the last three years, ending on 31st March of the previous financial year. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder are less than 3 year old, the average turnover

in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

Net worth (applicable for cases valuing more than 50 crores): The net worth of the Bidder firm (manufacturer or principal of authorised representative) should not be negative on ending 31st March of the previous financial year and also ii) should have not eroded by more than 30%(thirty percent) in the last three years, ending 31st March of the previous financial year.

In case of consortium/collaboration: In case of consortium/collaboration at least one member of the consortium/collaboration must comply with the Financial capacity.

In case the Consortium Member relies on its Holding Company for any one of the above-mentioned Financial Parameters, then reliance must be placed on the Holding Company for meeting all the financial criteria.

In case of Joint Venture(JV): For newly formed JV (less than 5 years old) at least one member of the JV must comply with the Financial capacity. For JV (more than or equal to 5 years old), JV firm should meet the financial criteria.

In case the JV partner relies on its Holding Company for any one of the abovementioned Financial Parameters, then reliance must be placed on the Holding Company for meeting all the financial criteria.

19. Legal Capacity:

The bidder shall satisfy the purchaser that he is competent and authorized to submit tender and/or to enter into a legally binding contract with the purchaser. To this effect, the bidder shall render documentary evidence that his signature on the tender bid, submitted by him is legally binding upon himself, or company as the case may be.

20. Compliance to Tender Clauses:

Bidders are required to furnish clause by clause compliance of TE clauses bringing out clearly the deviations from TE, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid :

SI	Para of TE clauses	Details	Compliance: Yes / No	In case of non-compliance, deviation to be indicated

21. Micro and small enterprises (MSE) purchase preference MSE Purchase preference will be as per Govt. Applicable Policy.

Note : No purchase preference will be available for MSE Firms participating in consortium /Collaboration/Joint Venture with foreign firms.

22. Preference to Make in India (MII) Local content criteria and preference to Make In India clauses as per Govt. Applicable Policy.

23. Local content declaration as per MII order 2017 and its subsequent amendment:

a. The Class-I local supplier'/ Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs. 10 crores, the Class-I local supplier'/ Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

Refer: Annexure C.

24. Minimum local content definition: Minimum local content will be as defined in make in India order 2017 & it's subsequent amendment.

PART II – ESSENTIAL DETAILS OF PLANT AND MACHINERY REQUIRED BY THE BUYER

2.1. Part II of the TE contains essential details and Technical Specifications of the **Plant and Machinery** required, etc, is given below:

2.2. Technical details of the **Plant and Machinery** required are given below :-

Tentative technical specification of Screw Extrusion Filling Line for Shell 105mm IFG HE, Shell 125mm HE, Shell 130mm HE, Shell 155mm HE M-107 and Shell 155mm ERFB HE Ammunition.

Sl.	DESCRIPTION				
1	Scope of Work:				
	Supply, Erection and Commissioning of Screw Extrusion filling line with accessories providing the filling of 105mm IFG HE shells, 125mm HE shells, 130mm HE shells, 155mm HE M107 shells and 155mm HE ERFB shells with TNT explosive and milling of cylindrical cavities to the prescribed depth, together with auxiliary equipment, software and all tools and accessories necessary for its proper functioning with following filling capacity:				
	Ammunitions	Explosive	Weight of explosive charge	Hourly capacity	Daily capacity 1 shift
	105mm IFG HE	TNT	2.1 Kg	30	195
	125mm HE	TNT	3.2 Kg	25	162
	130mm HE	TNT	3.6 Kg	23	149
	155mm HE M-107	TNT	6.8 Kg	15	97
	155mm HE ERFB	TNT	8.4 Kg	13	84
Note: effective working time should be 6.5 hours per shift.					
Technology setup and acceptance tests will be carried out for filling of Shell 125mm HE and Shell 155mm HE ERFB with TNT Explosive					
1.1	Quantity : 01 Set				
2	Technical Description: The screw extrusion is a highly efficient technology for filling HE artillery ammunition and mortar bombs. This method is performed by a heated filling screw and is based on continual pressing of explosive material layer by layer inside the shell cavity. The processed explosive material keeps its primary properties which is the essential requirement to ensure constant explosive charge quality. Basic operations of filling procedure: i. Shell Preheating System ii. Shell Handling System iii. Explosive Preparation and Handling System iv. Screw Filling and Milling System v. Quality Control System vi. Exchangeable Parts and Technological Tools vii. Fuze Cavity Cleaning System viii. Shell Cavity Spraying machine				
	SN	Item			

2.1 SEMI AUTOMATIC SHELL PRE – HEATING SYSTEM

The Semi-automatic shell pre-heating device with positioning, loading, and unloading shells serves for heating the empty shells which are intended for filling and milling.

The operator inserts the transport carriage loaded with empty shells into the positioning device, manually locks the transport carriage, closes the protective fence, and starts the cycle. Subsequently, the cycle takes place automatically and after all shells have been heated, a light and sound signal will alert the operator to change the transport carriage. After all shells in the shell pre-heating device have been completely heated, the operator covers the shells with an insulating sheet and moves the carriage with shells to the filling machine. Before loading of heated shells in the filling machine, the operator removes the insulating sheet.

The pre-heating time of one shell is about 40 - 50 seconds, temperature of shell surface is about 50-70 °C (suitable parameters are set during technological tests).

The system should mainly consist of the following:

2.1.1	Inductive heating device
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2.1.2	Water cooler (Chiller)
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2.1.3	Positioning device + base plate
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2.1.4	Loading and unloading device
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2.1.5	Protective fence and safety features
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2.1.6	Electro system (Switchboard with control panel, servomotors, cabling, etc.)
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2.1.7	Exchangeable parts for shell preheating device (105mm IFG HE)
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2.1.8	Exchangeable parts for shell preheating device (125mm HE, 130mm HE)
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2.1.9	Exchangeable parts for shell preheating device (155mm HE M107, 155mm HE ERFB)
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2.2 SHELL HANDLING SYSTEM

The shell handling system ensures the handling of shells from transport carriages to the shell's conveyor and subsequently to the filling and milling machine. The shell handling system operates in a fully automatic mode without the presence of an operator. The operator inserts the transport carriages filled with pre- heated empty shells into positioning and lifting device and takes out the transport carriages with filled shells from the positioning and lifting device. For each type of filled shell, it is necessary to equip the shell handling system with a set of exchangeable parts for each type of ammunition.

The system should mainly consist of the following:

2.2.1	Transport carriages for ammunition to meet hourly capacity
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2.2.2	Positioning device and lifting device for transport carriage
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2.2.3	Shell handling device – loading and unloading
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2.2.4	Shell conveyor
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2.2.5	Protective shield
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2.2.6	Protective fence
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2.2.7	Manipulator for lifting heavy shells
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2.2.8	Grippers for Manipulator
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2.3 EXPLOSIVE PREPARATION AND HANDLING SYSTEM

Explosive preparation and handling system is to ensure continuous supply of explosive to the filling machine, its control, sieving, heating to the required temperature and then dosing it in the required quantities to the filling process. The operator ensures the transport of explosive in their original packages, unpacking and spilling of explosive into the hopper of the vibrating table.

The operator on the platform opens the original packages and spill the explosive into the hopper of the sieving machine. The hopper is equipped with a magnetic separator to capture any ferromagnetic particles that may be present in the explosive. The vibrating table continuously dispenses explosive into the sieving machine. The sieving machine separates three fractions from explosive - dusty fraction, oversized fraction, and fraction suitable for filling the shells. The dusty and oversized fraction is collected in separate containers and the fraction suitable for filling is collected in a transport container that is a part the lift. After filling the container, it is automatically moved by the container lift to the gallery on the 1st floor and the explosive is spilled into the mouth of the hopper with protective shield. From the hopper with protective shield, the explosive is transported by means of a screw conveyor to the explosive heater, where the explosive is heated to the required temperature. The heated explosive falls from the explosive heated into the heater hopper of the filling machine.

The system should broadly consist of the following subsystems, however the supplier/bidder can incorporate modified sub-systems as per the supplier's design without affecting the intended end use, functional requirement or overall performance.

2.3.1	Platform for sieving machine
2.3.2	Vibrating table
2.3.3	Sieving machine
2.3.4	Dosing scale/Doser
2.3.5	Container lift of explosive
2.3.6	Protective fence for sieving machine
2.3.7	Hopper with protective shield
2.3.8	Screw conveyor from the hopper to explosive heater
2.3.9	Explosive heater
2.3.10	Service platform
2.3.11	Exhausting System

2.4 HORIZONTAL SCREW FILLING & MILLING MACHINES

It is a combination of machines which perform the filling of shells and consequently performs the fuze cavities milling. Both machines are placed horizontally in the bunker on a common frame. Both functions - filling and milling are performed simultaneously in one operating cycle.

The Filling machine serves for filling the shell cavity with explosive by its gradual pressing. The shell transported to the filling machine by the shell handling system is automatically clamped between jaws of the guiding of the filling machine and shifted to the filling position. Subsequently, the rotation of the tool is activated, and the filling process goes on. The gradual filling of shell's cavity with explosive causes the countermotion of the shell - sliding of the tool. The hydraulic system automatically regulates the countermotion of the shell during the filling process and ensures the required density of the charge. Once, the tool reaches the rear position, the filling process stops, and the jaws release the shell. The shell is bedded into the carriage of shell conveyor and transported into the position of loading and unloading by the shell handling system. The new empty shell is loaded into the carriage of the shell conveyor and the previously filled shell is shifted to the position for performing the milling of fuze cavity to the prescribed depth. The cycle of filling and milling repeats further in the same way. The filling machine is due to operational safety placed in the bunker. The filling machine runs fully automatically.

The Milling Machine serves for milling the cylindrical cavity for a fuze to the pre-described depth. The milling cutter is clamped in a holder. During the milling process - the shell is shifted towards the rotating and heated milling cutter. When reaching the pre-described depth of the cavity, the shift of the shell stops. The whole operation of the milling machine works automatically.

The Filling machine and milling machine should be capable of filling Shells of calibers ranging from 105mm to 155mm.

The system should mainly consist of the following:

2.4.1	Filling Machine
2.4.2	Milling Machine
2.5 SUBSIDIARY SYSTEMS	
2.5.1	Electro Control System (programmable automat, switchboard + Cabling)
2.5.2	Steam Generator + Distribution
2.5.3	Temperature Control Units (Screw, Explosive Heater)
2.5.4	Hydraulic System (Aggregate + Distributors)
2.5.5	CCTV

2.6 QUALITY CONTROL SYSTEM

The quality, structure and density of explosive charges are checked by means of divided and volumetric shells.

The individual batches with the inclusion of divided and volumetric shells are prepared at empty stage. During the production cycle, divided and volumetric shells are included in each batch in a certain order according to the technological instruction. Each shell is marked with a Lot/Batch number and a serial number.

After the filling of the whole batch, the quality of explosive charges is evaluated. In case that all checked explosive charges meet required values - the whole batch is certified as satisfactory.

Required Density of Explosive Charge

Density of TNT Charges - without preheating of shell body

The average density of the entire charge- minimum 1.48 g/cm³

Individual cuts - minimum 1.47 g/cm³

Bottom - minimum 1.50 g/cm³

Under fuze 1.50- 1.60 g/cm³

Density of TNT Charges – with preheating of shell body The average density of the entire charge- minimum 1.51 g/cm ³ Individual cuts – minimum 1.49 g/cm ³ Bottom – minimum 1.52 g/cm ³ Under fuze 1.50-1.60 g/cm ³	
Requirement of Quality of Cut Cast (Structure) as per relevant Specification for the Ammunition.	
Depth of the Fuze Cavity as desired.	
The system should mainly consist of the following:	
2.6.1	TNT Charge cutting device, 2 Set.
2.6.2	Manipulation device for divided shells
2.6.3	Auxiliary equipment (working tables, antistatic boxes, shelf stands, etc.)
2.6.4	Non-Sparking tools
2.6.5	Pneumatic hoist
2.6.6	Ventilation system
2.7 TOOLS AND SPARE PARTS	
2.7.1	Exchangeable parts 1 Set each (105 mm IFG HE, 125mm HE, 130 mm HE, 155mm HE M107 & 155mm HE ERFB). Exchangeable parts are designed for the attachment of the shell bodies in the Filling machine in course of technological process running, i.e. set of jaws, beds, adapters, etc., shell handling system, shell pre-heating system, fuze cavity cleaning device
2.7.2	Technological tools – Set No. 1 (105 mm IFG HE, 125mm HE, 130 mm HE, 155mm HE M107) (1-year of production) a. Filling Screw – 08 Nos. b. Screw Tube – 64 Nos. c. Cutter- Milling tool for 105mm IFG HE – 08 Nos. d. Cutter- Milling tool for 125mm HE – 08 Nos. e. Cutter - Milling tool for 130mm HE – 08 Nos. f. Cutter-Milling tool for 155mm HE M107 – 08 Nos. g. Nose Adapter for 125mm HE – 50 Nos. h. Bottom Adapter for 125mm HE – 50 Nos. i. Other ancillary tools in necessary quantities.
2.7.3	Technological tools – Set No. 2 (155mm HE ERFB) (1-year of production) a. Filling Screw – 06 Nos. b. Screw Tube – 48 Nos. c. Bottom Adapter for 155mm HE ERFB – 50 Nos. d. Guide Ring for 155mm HE ERFB – 50 Nos. e. Other ancillary tools in necessary quantities. f. Cutter- Milling Tool for 155mm HE ERFB – 06 Nos. g. Other ancillary tools in necessary quantities.
2.7.4	Non- Sparking tools
2.7.5	Assembling, maintenance and service tools
2.7.6	Spare parts for 1 – year trouble free service
2.8 ADDITIONAL MACHINES AND EQUIPMENT	
2.8.1	Fuze cavity cleaning device: The device should be capable of evenly coating of cavities of empty and clean shell bodies by asphalt paint / varnish / lacquer
2.8.2	Exchangeable parts 2 Set each (105 mm IFG HE, 125mm HE, 130 mm HE, 155mm HE M107 & 155mm HE ERFB) for Fuze Cavity Cleaning Machine
2.8.3	Technological and non-sparking tools
2.8.4	Auxiliary equipment (Working Tables, Antistatic Boxes)
2.8.5	Box for cleaning divided shells

	2.8.6	Box for cleaning technological tools
	2.8.7	Melting Equipment
	2.9 SHELL CAVITY SPARAYING MACHINE	
	The system should mainly consist of the following:	
	2.9.1	Shell cavity spraying machine
	2.9.2	Exchangeable parts 1 Set each (105mm IFG HE, 125mm HE, 130mm HE, 155mm HE M107 and 155mm HE ERFB)
	2.9.3	Manipulator for lifting heavy shells
	2.9.4	Grippers for manipulator (105mm IFG HE, 125mm HE, 130mm HE, 155mm HE M107 and 155mm HE ERFB)
	2.10 SERVICES :	
	2.10.1	Know – How Transfer and Training
	2.10.2	Erection and Commissioning + Technological and Guarantee tests for machine (with TNT explosive)
3.0	Ambient conditions: Tropical Hot and Humid temperature 0°C to 50°C & Relative Humidity Max 95%.	
4.0	Acceptance Quality:	
	a. Density	
	Density of TNT Charges – without preheating of shell body	
	The average density of the entire charge- minimum	1.48 g/cm ³
	Individual cuts – minimum	1.47 g/cm ³
	Bottom – minimum	1.50 g/cm ³
	Under fuze - maximum	1.50- 1.60 g/cm ³
	Density of TNT Charges – with preheating of shell body	
	The average density of the entire charge- minimum	1.51 g/cm ³
	Individual cuts – minimum	1.49 g/cm ³
	Bottom – minimum	1.52 g/cm ³
	Under fuze -	1.50-1.60 g/cm ³
	b. Fuze cavity boring depth as desired.	
	c. Requirement of Quality of Cut (Structure) cast as per relevant specification	
5.0	Pre Dispatch Inspection	
	NOTE: The functional trial shall be demonstrative operation run/dry run without explosive or live materials.	
	5.1 PDI will be done, just demonstrative operation run. The shell filling, density of filled charge, output rate of machine & fuze cavity boring size will be done during Performance Guarantee Run after installation.	
	5.2 Inspection of completeness and operation of all elements from Sub-Supplier.	
	5.3 Quality Inspection of material design to production of responsible component and accessories of filling machine.	
	5.4 Quality Inspection of Production of primary parts and accessories of filling machine during the production.	
	5.5 Quality and completeness inspection of assembly of filling machine.	
	5.6 Functional trial of Hydraulic aggregate	
	5.7 Functional trial of rotary and linear hydraulic motors and servo motors	
	5.8 Functional Trial of gear operation in arrangement.	
	5.9 Functional trial of filling machine.	
	5.10 Functional trial of feeder.	
	5.11 Functional trial of Fuze cavity cleaning device	
	5.12 Functional trial of Shell cavity spraying machine	
	5.13 Functional trial of TNT heater.	
	5.14 Functional trial of Hot water plant and Steam Generator	
	5.15 Specialized inspection and trial of switch board.	
	5.16 Quality inspection of electrical installation assembly. However final inspection of complete electrical installation assembly will be done after installation at OF Chanda.	
	5.17 Quality and completeness inspection of further sub supply.	

	5.18 Completeness inspection of delivery accordingly to packing and dispatch list.
6.1	Final Acceptance: Supplier shall carry out shell filling by explosive after erection and commissioning of the filling machine in the bunker at purchaser's end following all safety norms. The quantum of Shell Filling will be done including all quality inspection as per Para 2.6 and Para 4.0
6.2	Erection and commissioning: The supplier shall take full responsibility for Erection and commissioning the machine at his cost at site to the entire satisfaction of the purchaser. OF Chanda will provide the layout of existing building where the machine is proposed to be installed with the interested bidders, so that the bidders can get clear idea of the installation site and space available, to consider the design and layout aspect of their offered machine for accommodating in this existing building. Bidders are recommended to visit OF Chanda for appropriate assessment of the installation site so that any minor modification required in the building may be suggested to OF Chanda. These suggested minor modifications will be carried out by OF Chanda itself in case contract is awarded to that bidder, however it is to be noted that suggestions/ modifications which compromise the structural stability and strength of this existing building will not be considered and bidders to submit their machine offer accordingly. Building layout will be provided on request of the interested bidders, after submission of non-disclosure undertaking of OF Chanda. The supplier should carry out the necessary works required for erection/installation of machine like grouting, anchoring etc.
6.3	Performance Guarantee Run: Performance Guarantee Run of the machine to be carried out for Shell 125mm HE and 155mm ERFB HE filling by running it for duration of 03 work shifts for each caliber.
7.	Spare Parts: Spare parts for a period of 1 year should be supplied for entire machinery and utilities. The quantity and cost of each spare should be indicated separately.
8.	Utility Requirement: The purchaser will ensure availability of 415V, 3 phase, 50Hz electric supply near the machine , technological water require for filling of hydraulic aggregate and industrial air.
9.	Oil and Lubricants: The machine shall be supplied duly filled OR to be filled at purchaser's premises with oils and lubricants by seller. The seller should mention the specification of oils and lubricants used in the machine.
10.	Delivery and Packing: Delivery of machine shall be made after PDI at supplier works, which has to be arranged by supplier within the stipulated delivery period. Delivery shall be FOR O F Chanda OR CIF/FOB basis for foreign supplier.
10.1	Wherever required, Packing shall be Sea worthy and weatherproof components, inside shall be duly fastened padded security, overall covered, sealed with top polythene seal with hygroscope chemical kept inside the sealed package. Packing must withstand rough handling, exposure to rain/hot summer of Indian Climate.
11	Training: Maintenance training will be given to O F Chanda staff/ operator in O F Chanda during installation and commissioning of machine. Operational training for 5 working days after installation will be given to staff/ operator of O F Chanda.
12	Guarantee/ Warranty: Warranty shall be 12 (twelve) months from the date of commissioning and final acceptance of the plant/equipment at the purchaser's site or 18 (eighteen) months from the date of delivery whichever is earlier. During the warranty period, the damage parts are to be send back to supplier for replacement or any other purpose will have to be done free of all charges by the supplier.
13	Statutory Regulation: Electrical installation of filling machine meets requirements for installation of electrical apparatus in areas endangered by explosives and be certified by CSIR-CIMFR Dhanbad or acceptable international standard. Machinery and electrical installation are designed at the basis of long-time experience in working with explosives.
14	Safety Features: The filling machine should meet all relevant technical standards and regulations of the state of India/International Standard. Seller will meet all technical standards as below.
14.1	Electrical installation of Filling Machine shall be flame proof and meet the guidelines of India Electricity rules, STEC/CFEES Rules/International Standard. Electrical installation of filling machine shall meet requirements for installation of electrical apparatus in areas endangered by explosives according standards by CSIR-CIMFR Dhanbad or acceptable international standard. The wiring between the sub-assemblies should be preferably through screened/armoured cable. Machinery and electrical installation are designed at the basis of long-time experience in working with explosives. Maximum operating safety shall be guaranteed.
14.2	The extrusion-filling machine should be provided with safety related functions that meet the general requirement for safety of machinery as well as unsafe operation condition of incidental ignition of explosive substance.

14.3	The machine should be equipped with the following safety related functions, interlock and alarm a) Emergency stop enable safe shut down of machine in case of hazard. The emergency stops push buttons shall be installed on the exposed places of attendance. b) Monitoring of heating media temp. limits. c) Monitoring and indication of the hydraulic rotational drive operation. d) Monitoring of shell body movement during the filling process and its stop evaluation (so called filling stop). When such a state occurs within a short period of time, the filling process is automatically finished. Trouble shooting shall be in detail described in operating manual.
15	Tools: The machine shall be supplied in tooled up condition. The supplier shall list out all tools required for filling, cavity boring and for quality inspection purpose.
16	Tool Drawing: The supplier shall furnish catalogue with order No. and main dimensions and wear limits for exchange.
17	Documentation: Manual - The supplier shall supply along with machine, the following manuals in English. The manual shall cover all aspects of machine operation, maintenance and references to drawing, specification, diagram and layouts, wherever necessary. The supplier shall supply 3 sets of all drawings/ specification/ layouts necessary for all mechanical/ Electrical/ Pneumatic Hydraulic and software aspects of the machine but the following shall be specifically supplied as documentation
	i) Operation Manual : 3 Sets.
	ii) Maintenance Manual : 3 Sets /
	iii) Panel component layout drawing with drawing location identification.
	iv) Complete Electrical Wiring diagram with wiring Nos.
	v) Complete components layout diagrams used in the machine control giving the following details -a) Nomenclature, b) Part Number, c) Order Code, d) Type/ Make e) Quantity used per machine.
	vi) Complete list of error codes, their explanation and remedial measures, plus faulting procedure (machine specific) if applicable.
	vii) Hard copy of PLC ladder diagrams in English. (Spare memory card included in control systems)
	viii) Technical Literature of all bought units/ Sub-assemblies fitted in the machine.
	ix) One sets of all electrical/ Electronic drawing to be provided with the machine.
	x) All Documents along with backup software of PLC & HMI will be supplied in electronic form i.e.CD in addition to hard copy.

18 List of Spares for 1 Years Maintenance

The firm has to supply following spares or spares of equivalent component used by the supplier for the similar function.

Sl	Item Description	Qty
1	Hydro-generator (set of 2 hydraulic motor)	2 Nos.
2	Hydraulic Motor for Screw Drive	1 No.
3	Hydraulic Motor for other Drives	5 Nos.
4	Water Cooler	1 No.
5	Digital Input Module	1 No.
6	Digital Output Module	1 No.
7	Temperature sensor	5 nos
8	Level sensor	5 nos
9	PLC power supply unit	1 set
10	PLC with HMI	1 set
11	Set of standard sealing elements	1 Set
12	Set of Bearing	1 Set
13	Set of frequently wearing mechanical parts	1 Set
14	Set of spare parts for Hydraulic Aggregate & Hydraulic Distribution	1 Set

15	Set of spare parts for Water Distribution	1 Set
16	Set of spare parts for Electrical Installation	1 Set
17	Industrial Gas spring for shell holding	12 nos
18	Shock dampers/Post braking unit	12 nos
19	Spiral tube for screw	50 nos
20	Proportional valve for screw rotation	2 nos
21	Solenoid valve for each operation	1 set

Apart from above spares, any other essential spares required for 1year maintenance shall be supply by the firm.

Note:- All other standard clause as per provision of MILPM 2023 are to be applicable.

PART III – STANDARD CONDITIONS OF CONTRACT

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Tender Enquiry mentioned below which will automatically form 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 the Bid submitted by the Bidder.

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. (i) **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The delivery period of the goods and performance of the services shall commence from the effective date of the contract.

(ii) **Commencement Date:** In case of imported items, the delivery obligations of the supplier shall start with reference to the Commencement Date (instead of the effective date), which will be the date on which the latest of the below mentioned events has occurred.
 - i. Submission of export licence from foreign government by the supplier.
 - ii. Submission of Performance Bank Guarantee by the supplier.
 - iii. Other event(s) as mutually decided.
(iii) **Non-occurrence of the Commencement Date:** If the Commencement Date has not occurred, within six (6) months from the date of signature (or within such other period as may be agreed between the Parties), the purchaser may terminate the Contract by written communication to the supplier.
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 standard clause of arbitration will be applicable, depending on the type of Seller, as given below.

(A) FOR INDIAN SUPPLIERS (OTHER THAN PUBLIC ENTERPRISES/ GOVT. DEPARTMENTS):-

- (a) All disputes or differences arising out of or in connection with the consequent 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 that cannot be settled amicably may be resolved through arbitration. All disputes & differences arising out of or in any way touching or concerning this agreement (except those for which specific provision has been made therein) that could not be settled through bilateral discussions shall be referred to Sole Arbitrator mutually agreed by the parties . The Arbitrator so appointed shall be one who has not dealt with matters to which this agreement relates and in the course of his duties has not expressed views on all or any of the matter in dispute or differences such Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 and subsequent amendments, if any. The Award of the Sole Arbitrator shall be final and binding on the parties. The standard clause of arbitration for indigenous private bidders are given below
- (b) All disputes or differences arising out of or in connection with the present contract, including the one connected with the validity of the present contract or any part thereof, shall be settled by bilateral discussions.
- (c) The venue of the arbitration shall be **Ordinance Factory Chanda**

(B) For Indigenous Seller:

The arbitration tribunal shall be consisting of sole arbitrator. The sole arbitrator shall be nominated by the parties within ninety (90) days of the receipt of the notice mentioned above through mutual discussions and referred to CMD, Munitions India Ltd for appointment of the Sole Arbitrator with the mutual consent of the parties. The Arbitrator so appointed (with mutual consent) who had not dealt with matters to which this agreement relates and in course of his duties had not expressed views on all or any of the matter in disputes or differences. Failing which the arbitrator shall be nominated under the provision of Indian Arbitration and Conciliation Act, 1996 (amended time to time) at the request of either party or by dispute resolution

institutions like Indian Council of Arbitration or ICADR, but said nomination would after consultation with both the parties. The Award of arbitration shall be final and binding on the parties to this contract.

(C) For MSEs only:

The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to be referred to Micro and Small Enterprises Facilitation Council if the dispute is regarding any amount due under Section 17 of the MSMED Act, 2006. If a Micro or Small Enterprise, being a party to dispute, refers to the provisions in MSMED Act 2006, these provisions shall prevail over the Indian Arbitration and Conciliation Act, 1996.

(D) For CPSUs/DPSUs

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-Charge of the Department of Public Enterprises.

The Arbitration and Conciliation Act, 1996 (amended time to time) shall not be applicable to the disputes, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to be Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator. If the Department of Public Enterprises fails to settle the dispute, the same will be referred to the Committee constituted by the Cabinet Secretariat.

(E) For Foreign Seller:

The arbitration tribunal shall be consisting of sole arbitrator. The arbitrator, who shall not be a citizen or domicile of the country of either of the parties or of any other country unacceptable to any of the parties shall be nominated by the parties within ninety (90) days of the receipt of the notice mentioned above, failing which the arbitrator may be nominated under the provisions of Indian Arbitration and Conciliation Act, 1996 (amended time to time) or by dispute resolution institutions like Indian Council of Arbitration and ICADR. In case, nomination of third arbitrator under Indian Arbitration and Conciliation Act, 1996 (amended time to time) or by dispute the sole arbitrator may be nominated by the President of International Chamber of Commerce, Paris, but the said nomination would be after consultation with both the parties and shall preclude any citizen with domicile of any country as mentioned above.

The Arbitration Tribunal shall have its seat in **Pune/Delhi** in India or any suitable place in India as may be decided by the arbitrator.

Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses of the arbitrator shall be shared equally by the SELLER and the BUYER, unless otherwise awarded by the Arbitration Tribunal. In the event of a vacancy caused in the office of the arbitrator, the parties which nominated such arbitrator shall be entitled to nominate another in his place and the arbitration proceedings shall continue from the stage they were left by the retiring arbitrator.

In the event of both parties failing to nominate arbitrator within sixty (60) days of the place of arbitrator falling vacant, then the other party shall be entitled after due notice of at least thirty (30) days to request dispute resolution institutions in India like Indian Council of Arbitration or ICADR to nominate another arbitrator as above.

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

The language(s) of the arbitration shall be English. "Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of (all /both) parties."

In case of technical disputes involving confidential matters, the issue shall be referred to a high level technical authority for each party, appointed for this purpose.

As per Department of Legal Affairs, Ministry of law and justice, Government of India letter no. DO No. A-60011/50/2023-ADR Dt. 31/10/2023, Gazette notification Dt. 31/08/2023 has been published India International Arbitration Centre (Conduct of arbitration) Regulations, 2023 providing the detailed

institutional modalities for conduct of Arbitration under its aegis. Copy of the above Gazette notification is enclosed as Annexure

Based on the above, MIL will peruse the Indian International Arbitration Centre (Conduct of arbitration) regulations 2023 and consider incorporating appropriate clauses in the tenders / contracts for reference of its contractual disputes for resolution through arbitration, to the Indian International Arbitration Centre.

(F) Venue of Arbitration

Venue of Arbitration shall be in neutral country with a neutral arbitrator (not from either party country) for foreign suppliers.

This clause is only applicable in case of dispute between buyer and foreign firms. This clause cannot be exercised in case of internal dispute of collaboration /consortium /JV and buyer cannot be party in the internal dispute of collaboration /consortium / JV.

- 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 disfavour 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, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking 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 favour 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 Contract and has not engaged any individual or bidder, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or bidder 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/bidder, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, bidder or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above one-year LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts 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.

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. Pre-Contract Integrity Pact Clause:

An "Integrity Pact" would be signed between the Buyer and the Bidder for purchases exceeding Rs. 5 crores, as follows.

Each page of such Integrity pact proforma would be duly signed by Purchaser's competent signatory at the time of issue of tender. All pages of the Integrity Pact are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway. This is a binding agreement between the Buyer and Bidders for specific contracts in which the Buyer promises that it will not accept bribes during the procurement process and Bidders promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the Buyer to carry out the procurement in a specified manner. The Pre-Integrity Pact will be as per Format enclosed.

9. Liquidated Damages (LD):

- (a) In the event of seller's failure to have the plant / machines or any part/instalment thereof delivered by the date/dates specified in the contract, the buyer may at his discretion withhold any payment until the whole of the plant / machines have been supplied and the buyer may also deduct from the seller as agreed, Liquidated Damages and not by way of penalty, the sum of 0.5% of the contract price of the delayed supplies for each week or part of a week for which the delay has occurred, subject to maximum of 5% of the value of delayed supplies.
- (b) For delay in completion of any works or services attributable to the supplier, which leads to delay in commissioning and final acceptance of the plant / machines, LD will be imposed @ 0.5% of the full contract price of the plant / machines for each and every week and part of a week of delay in commissioning and final acceptance, subject to maximum of 5% of the full contract price. This LD will be in addition to the LD against delay in delivery of supplies.
- (c) The sum of LD for, (a and b) i.e. for delays in supplies as well as works & services, will be subject to overall ceiling of 10% of full contract price excluding taxes & duties.
- (d) Liquidated Damages are to be calculated on the basic cost (excluding taxes & duties)
- (e) LD shall be levied for the period for which the supplier was responsible for the delay in delivery/execution i.e. LD shall be waived if the reasons for delay are not attributable to the supplier.

10. 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 Seller has failed to perform a substantial obligation under the Contract after having been served a notice of failure and make good by Purchaser within a reasonable period, or the delivery of the material is delayed for causes not attributable to Force Majeure for more than six months after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than six months, provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has given or offered to give, directly or indirectly, to any person any bribe, gift, gratuity, commission or other thing of value as an inducement or reward for doing or forbearing to do any action in relation to this Contract, e.g. if the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such agent.
- (e) As per decision of the Arbitration Tribunal.

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

12. 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.

13. 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.

14. 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.

15. Taxes and Duties:

(I) **In respect of Foreign Bidders:** All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present contract in their respective countries.

(II) **In respect of Indigenous bidders:**

i. General

- (a) If Bidder desires to ask for GST, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
- (b) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are bidder and final and no claim on account of such duty/tax will be entertained after the opening of tenders.
- (c) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is bidder and final, he shall clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.
- (d) If a Bidder is exempted from payment of any duty/tax up to any value of supplies from them, he shall clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it shall be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
- (e) Any change in any duty/tax upward/downward as a result of any statutory variation in GST taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any 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.

ii. Customs Duty –

- (a) For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and 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 necessary documents i.e.
 - (i) Triplicate copy of the bill of entry; (ii) copy of bill of lading; (iii) a copy of foreign principal's invoice.However, if the Bidder imports the stores in question against his own commercial quota Import Licenses, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer contract number..... dated.....
- (b) Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority

concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

- (c) In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he shall forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

iii. GST

- (a) Where the GST is payable on ad-valorem basis, the Bidder shall submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the concerned authorities.
- (b) Bidders shall note that in case any refund of GST is granted to them by concerned authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the GST, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the GST refund orders to them by the concerned Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the concerned Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.
- (c) The Seller is also required to furnish to the Paying Authority the following certificates: Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of GST made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill. (b) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any. (c) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of GST already reimbursed to the Seller by the Government pending with the concerned authorities and if so, the nature, the amount involved, and the position of such appeals. (d) An undertaking to the effect that in case it is detected by the Government that any refund from concerned Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.
- (d) Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of GST on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

iv. GST

- (a) If it is desired by the Bidder to ask for GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and no liability of GST will be developed upon the Buyer.
- (b) On the Bids quoting GST extra, the rate and the nature of GST applicable at the time of supply shall be shown separately. GST will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to GST and the same is payable as per the terms of the contract.

v. Local Taxes

- (a) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorized officer. Seller shall ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty, Terminal Tax or other local taxes and duties. Wherever required, they shall obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.
- (b) In case where the Municipality or other local body insists upon payment of these duties or taxes the same shall be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment shall be forwarded to the Buyer without delay together with a copy of the relevant act or

bylaws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.
This clause will be as per GeM General Terms & Conditions Sl. No. 8 Duties and Taxes.

16. ERV clause:

1. Exchange rate variation shall be admissible to all offers received from Indian manufacturers for supply of P&M having import content, if
 - a) The delivery period is more than one year and,
 - b) The rate of exchange variation is beyond the band of $\pm 2.5\%$.
2. The import components and various currencies (of the import origin) for ERV purpose shall be declared at the time of submission of bid itself in the price-bid in following format -

Currency	Total cost of imported material (in FE)	Time schedule* within which materials will be imported from placement of SO (in months)

* ERV shall be admissible up to this schedule from the date of SO. In case the bidder does not provide the schedule, it shall be admissible up to the midpoint of the DP.

To convert foreign currency into Indian Rupee, the RBI/SBITT selling rate for foreign currency prevailing on date of submission of techno-commercial bids will be considered. The ERV reckoning date will be the last date of submission of techno-commercial bids.

3. For computation of ERV, the exchange rate as prevalent on the date of import by the manufacturer or the date as per schedule above whichever is lower shall be considered.
4. The bidder shall submit following documents in support of claim on account of ERV along with the bill-
 - a) Copies of import orders and relevant invoice
 - b) A bill of ERV claims enclosing worksheet
 - c) Banker's certificate/debit advice for foreign exchange paid

PART IV – SPECIAL CONDITIONS OF CONTRACT

The Bidder is required to give confirmation of their acceptance of Special Conditions of the TE mentioned below which will automatically form part of the Contract to be 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.

1. Performance Security / Security Deposit:

a. Successful bidder will be required to submit performance security within 30 days of effective date contract for due performance of contract. The amount of performance security will be **5%** of contract value in Indian Rupees or Foreign Currency stipulated in contract. Performance Security will be forfeited and en-cashed by the Buyer in the event of breach of contract by the Seller. PSD may be submitted in the form of Account Payee Demand Draft (DD), Fixed Deposit Receipt (FDR), Banker's Cheque or Bank Guarantee (BG) in specified format safeguarding the purchaser's interest in all respects. Because of limited validity period of demand draft and banker's cheque, they shall be deposited in the **MIL Account** and the amount will be refunded to bidders, as applicable.

b. Failure to submit performance security may entail cancellation of contract and EMD will be forfeited for unregistered bidders, whereas in case of others the concerned registering agency will be informed for appropriate action.

c. **Indigenous suppliers:** The performance security will be in the form of demand draft or fixed deposit receipt or bank guarantee on non-judicial stamp paper in the specified format. The Performance Bank Guarantee (also called Performance Bond) shall be submitted from a public sector bank/Private sector banks authorized to conduct government business (HDFC, ICICI & Axis Bank) and shall be valid up to 60 days beyond the expiry of warranty period.

The performance security will be in the form of Insurance Surety Bond, demand draft or fixed deposit receipt or bank guarantee on non-judicial stamp paper (from any commercial bank in India) in the specified format as ANNEXURE B. The Performance Bank Guarantee (also called Performance Bond) shall be submitted from any commercial bank in India and should be valid up to 60 days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

Note : In case of Account payee Demand Draft and banker cheque, PSD shall be in favor of Munitions India Limited- Ordnance Factory Chanda.

d. **Foreign suppliers:** The Seller will be required to furnish a Performance Security by way of a Bank Guarantee from Seller's Bank through an internationally recognised first class Bank in favour of the Chief General Manager, Ordnance Factory Chanda to be confirmed by an Indian public sector bank. Performance Bank Guarantee shall be valid up to 60 days beyond the expiry of warranty period. The Performance Bank Guarantee shall be considered open upon receipt by the Buyer's Bank.

e. In case any claims or any other contract obligations are outstanding, the Seller will extend the Performance Bank Guarantee as asked for by the Buyer till such time as the Seller settles all claims and completes all contract obligations. The Performance Bank Guarantee will be subject to encashment by the Buyer, in case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the contract are not fulfilled by the Seller. The format of PBG is enclosed.

2. **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/NEFT mechanism. The payment will be made as per the following terms, on production of the requisite documents:

a. 90% value of material plus 100% Taxes, Duties if any, will be paid after acceptance in Pre-Despatch Inspection of machine at Bidder's works and on receipt of machine in safe condition by consignee against submission of PBG / Warranty Bond amounting to 5% of contract value in the stipulated format. Freight charges will be payable on actual against documentary evidence but not exceeding as quoted by the bidder and accepted by purchaser.

b. Balance 10% value of supply and training charges at bidder's premises, if any, plus 100% Erection & Commissioning (E&C) supervision charges after commissioning and final acceptance of machine at purchaser's end.

3. Payment terms for Foreign Sellers:

(a) For machines for which functional PDI at Bidder's premises is possible:

- i) Payment will be made through irrevocable Letter of Credit only for 100% value of the order, established on a public sector bank in India. In case of payment through confirmed LC, the charges of confirmation will be borne by the supplier. Purchaser will establish LC only three months prior to the actual date of delivery/ shipment. In case contractor insists on establishment of LC immediately after conclusion of contract/ placement of order irrespective of delivery/ shipment schedule, LC will be established by the purchaser immediately after conclusion of contract for a period of three months with a provision in LC that cost of further extension of validity of LC will be borne by the beneficiary and the issuing bank will be advised accordingly while amending the LC.
- ii) If any extension of the Letter of Credit (LC) is required due to the fault of the supplier, the supplier will have to pay for such extension.
- iii) 90% payment for supply and services including training charges at bidder's premises, if any, will be paid after acceptance in Pre Despatch Inspection (PDI) of machine at Bidder's works against dispatch documents i.e. bill of lading / airway bill, acceptance certificate by PDI team, etc. against submission of PBG / Warranty Bond amounting to 5% of contract value in stipulated format.
- iv) Balance 10% value of supply and including training charges at bidder's premises, if any, plus 100% Erection & Commissioning (E&C) supervision charges after commissioning and final acceptance of machine at purchaser's end.

(b) For machines like furnaces, heavy duty presses and plants, for which functional PDI at Bidder's premises is not possible:

The payment terms at sl (a) above will be modified to the extent that 70% / 80% payment shall be made against bidder's Guarantee Certificate and self-inspection certificate for equipment's, systems, subassemblies, etc instead of PDI certificate and balance 30% / 20%, after commissioning and final acceptance. For cases involving seasonal trial, the payment terms should be 70% (After Supply) + 20% (After commissioning and first successful trial) + 10% after the completion of all season trial.

(c) For contracts involving Turnkey projects where stage payments are contemplated:

..... (To be defined as per complexity of case, by the Fy TPC or as per OFB's guidelines.)

(d) Advance Payment. If required by bidder, advance payment to be made maximum up to 30% (of total contract value), against an un-conditional Bank Guarantee called Advance Bank Guarantee (ABG) for 110% of advance amount (format attached). The percentage of advance payment will be based on the DP of the contract.

For cost intensive P&M costing more than Rs 5 crores, advance payment may be made maximum up to 30% (of total contract value), against an unconditional Bank Guarantee called Advance Bank Guarantee (ABG) for 100% or 110% of advance amount (format attached).

The percentage of advance payment will be based on the DP of the contract. Accordingly, the following advance payment can be allowed vis a vis the delivery period of the contract.

Sl. No.	Advance Payment	Adv. BG	DP of Contract
01.	30% of Contract Value (Max)	100% or 110% of Adv. Payment	1 Year
02.	20% of Contract Value (Max)		2 Years
03.	15% of Contract Value (Max)		3 Years

Following documents is required for release of advance payment:

- a) Acceptance of Supply Order
- b) Performance Security deposit as per Supply Order.
- c) Ink signed copy of proforma invoice.
- d) Submission of Bank Guarantee for advance payment to Buyer's Bank.
- e) Buyer's bank's confirmation of receipt of Bank Guarantee for advance payment on behalf of the buyer.

This advance payment will be adjusted at the time of payment after successful joint receipt inspection.

Any advance made to suppliers will be interest free within original delivery period of the contract, but shall carry interest beyond this period if delay is due to the contractor.

Also in case of Seller fails to perform a substantial obligation under the Contract, buyer reserved the rights to recover the said amount already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India (or Base Rate of State Bank of

India in the absence of Prime Lending Rate), while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR.

If the recovery amount is more than the Bank Guaranty submitted for advance payment then, balance amount will be recovered from the pending bill of other supply orders.

1. Stage payments:

When stage payments are considered e.g. for turnkey projects and for procurement of machines from government controlled autonomous institutions like CMTI, following shall be ensured:

- (a) Stages (milestones) against which payments are to be made shall be clearly defined.
 - (b) Necessary provision shall be incorporated in the contract ensuring purchaser's ownership on the stages up to which work is completed and payment is made.
 - (c) Recovery of advance amount paid already shall be made proportionately from the stage payments.
- Decision on no. of stages in case of foreign purchases may be decided mutually by the purchaser and seller.

2. Documents for releasing Payment:

- a. **Indian Sellers:** The payment of 90% bills will be made on submission of the following documents by the Seller to the Purchaser along with the bill:

- i. Ink-signed copy of Commercial invoice / Seller's bill.
- ii. Acceptance certificate in Pre-Despatch Inspection
- iii. JRI report after receipt of P&M.
- iv. Claim for statutory and other levies to be supported with requisite documents/proof of payment such as GST challan, Warranty Bond (Bank guarantee).
- v. 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).
- vi. Any other document / certificate that may be provided for in the Supply Order / Contract.
- vii. Provisional certificate of receipt by Purchaser.

(Note – From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in TE.)

In addition to the existing entries, the bidder shall submit following documents in support of claim on account of ERV along with the bill -

- a) Copies of import orders and relevant invoice
- b) A bill of ERV claims enclosing worksheet.
- c) Banker's certificate/debit advice for foreign exchange paid

- b. **Foreign Sellers:** Paid shipping documents are to be provided to the Bank by the Seller as proof of despatch of goods as per contractual terms so that the Seller gets payment from LC. The Bank will forward these documents to the Buyer for getting the goods/stores released from the Port/Airport. Documents will include:

- i. Clean on Board Airway Bill/Bill of Lading
- ii. Original Invoice
- iii. Packing List
- iv. Certificate of Origin from Seller or Seller's Chamber of Commerce.
- v. Certificate of Quality and current manufacture from OEM.
- vi. Insurance policy of 110% if CIF / CIP contract
- vii. Certificate of Conformity & Acceptance at PDI/PDI waiver certificate from purchaser, if any.
- viii. Any other document / certificate that may be provided for in the Supply Order / Contract.

Final payment shall be made against the successful commissioning & final acceptance certificate and submission of warranty bond.

3. Risk Purchase clause:

- a. Shall the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

- b. Shall the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- c. In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-
 - i. Such default.
 - ii. In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.
- d. Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed % of the value of the contract."

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

- 5. **Export License:** The Bidders are to confirm that they have requisite export license from their Government to export the specified goods to India or shall be able to obtain the same within reasonable time (say three months).

6. A. Delivery Period: 17 months

- a. Time is the essence of the contract. The time schedule for the delivery of the plant and equipment, civil works, engineering erection and putting into commission as specified in technical specification shall be indicated suitably in the tender.
- b. Bidder will submit a BAR CHART, showing detailed activities for execution of the order and their time schedule, for consideration of the purchaser. The bidder will be responsible for co-ordinated delivery and erection of the complete plant, equipment and materials both from outside India and from indigenous sources and he shall ensure deliveries in the sequence in which they will be required for erection at site.
- c. Delivery quoted shall be guaranteed. The Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

(B) ICT period: 150 days

- (a) Tenderer will submit a BAR CHART in this regard, showing detailed activities for execution of the order and their time schedule, for consideration of the purchaser. The tenderer will be responsible for coordinated delivery and erection of the complete plant, equipment and materials both from outside India

and from indigenous sources and he shall ensure deliveries in the sequence in which they will be required for erection at site.

- (c) The Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

Note: If the Vendor supplies the machine before the schedule delivery period mentioned in the contract then the balance delivery period benefit will be added to the erection commissioning of the contract.

7. Terms for Delivery:

The applicable rules & regulations for transportation of goods will be as per the contemporary version of International Commercial Terms (INCOTERMS) evolved by International Chamber of Commerce, Paris. Delivery Date is defined by the delivery terms as given below:

SI	Terms of delivery	Date of delivery
a	FOB Port of Shipment	The date on which the Seller delivers the goods on vessel's board at the specified port of shipment. This date is reflected in Bill of Lading.
b	FCA Port of shipment	The date on which the Seller delivers the goods to the buyer-designated carrier at the named place.
c	F.O.R.	The date on which the delivery is made at the destination mentioned in the contract.

8. Consignee details:

- Indigenous item: Chief General Manager, (Factory's name)
- Imported item:
 - Port Consignee (Address of EHQ)
 - Ultimate consignee Chief General Manager, Ordnance Factory Chanda, Tah. Bhadrawati, Dist. Chandrapur, Pin-442501 (Maharashtra)

9. **Transportation:** The following Transportation clause will form part of the contract placed on successful Bidder –

- a. **Indian bidders:** The stores shall be delivered F.O.R Ordnance Factory Chanda,

b. **Foreign bidders:**

CIF/CIP: The stores shall be delivered CIF/CIP_(Port of destination) (INCOTERMS 2010, or latest version). Seller will bear the costs and freight necessary to bring the goods to the port of destination. The Seller also has to procure marine insurance against the Buyer's risk of loss of or damage to goods during the carriage. The Seller will contract for insurance and pay the insurance premium. Seller is also required to clear the goods for export. The date of issue of the Bill of Lading shall be considered as the date of delivery. No part shipment of goods would be permitted.

Trans-shipment of goods would not be permitted. In case it becomes inevitable to do so, the Seller shall not arrange part-shipments and/or transshipment without the express/prior written consent of the Buyer. The goods shall be shipped by Indian vessels only (or, if not available, by vessels belonging to the conference lines in which India is a member country). However, the Seller can still utilize the services of the Govt of India Freight Forwarding Agent details for which will be provided by the Buyer. Seller will be required to communicate the following information invariably by telex/fax/signed to Port Consignee well in advance before the Ship sails the port of loading:

- Name of the Ship
- Port of Loading and name of Country.
- ETA at port of Discharge.
- Number of Packages and weight.
- Nomenclature and details of major equipment.
- Special instructions, if any stores of sensitive nature requiring special attention.

OR

FOB: The stores shall be delivered FOB (INCOTERMS 2020, or latest version). The stores shall be delivered to the Buyer by Indian Ships only. Shipping arrangements shall be made by the Chartering

Wing, Ministry of Shipping. Notice about the readiness of Cargo for shipment shall be given by the supplier from time to time at least 6 (six) weeks in advance for finalizing the shipping arrangement, through Fax/Telex and courier, to the Chief Controller of Chartering (the head of Chartering Wing). Within 3 (three) weeks of receipt of the advance notice, as above, the said Chief Controller of Chartering / Shipping Coordination Officer will advise the supplier, through Fax/Telex and courier when and on board what vessels, these goods or such part thereof are to be delivered. If the advice for shipping arrangement is not furnished to the Seller within 3 (three) weeks as aforesaid or if the vessel arranged is scheduled to arrive at the specified port of loading later than 15 (fifteen) days of the date of readiness of cargo, as aforesaid, the Seller may arrange for such transport on alternative carriers with the prior written consent of the Buyer. Where the Seller is required under the contract to deliver the goods on FOB basis and to arrange on behalf and at the expense of the Buyer for ocean transportation on Indian flag vessels or vessels of conference lines in which India is a member country, the Seller may arrange for such transportation on alternate carriers if the specified Indian flag vessels or conference vessels are not available to transport the goods within the time period(s) specified in the contract, with the prior written consent of the Buyer. Shall the goods or any part thereof be not delivered on the nominated vessel (except in case where prior written consent of the Buyer was obtained), the Seller will be liable for all payments and expenses that the Buyer may incur or be put to, by reason of such non-delivery including dead and extra freight, demurrage of vessels and any other charges, whatsoever incurred by the Buyer. The date of issue of the Bill of Lading shall be considered as the date of delivery. No part shipment of goods would be permitted. Trans-shipment of goods would not be permitted. In case it becomes inevitable to do so, the Seller shall not arrange part-shipments and/or trans-shipment without the express/prior written consent of the Buyer. The contact details of Chief Controller of Chartering are:

Ministry of Shipping, Chartering Wing, Transport Bhavan,
Parliament Street, New Delhi-110011 (Telegraphic Address:
TRANSCART, NEW DELHI-1, Telex "VAHAN" In 31-61157 OR 31-61158, Phone
+91 11 2371 9480, Fax +91 11 2371 8614).

OR

FCA - The delivery of the goods by air transport shall be FCA __ Airport (INCOTERMS 2010, or latest version). The despatch of goods shall be made through Air India to port consignee. The Buyer shall advise full details of its freight forwarder to the Seller no later than 60 days prior to the delivery of the first consignment; otherwise the Seller may nominate the freight forwarder which shall be at the Buyer's expense. Any delay in advising or delay by the freight forwarder shall be at the responsibility of the Buyer. The date of issue of the Air Way Bill (AWB) shall be considered as the date of delivery.

10. **Air lift:** The following Airlift clause will form part of the contract placed on successful Bidder –
Shall the Buyer intend to airlift all or some of the stores, the Seller shall pack the stores accordingly on receipt of intimation to that effect from the Buyer. Such deliveries will be agreed upon well in advance and paid for as may be mutually agreed.
11. **Packing:** The following Packing and Marking clause will form part of the contract placed on successful Bidder –
- The Contractor 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 (if inevitable), 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 shall have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.
 - The Contractor must ensure that sturdy packing is used to withstand rough handling during transit by rail/road. In case the contractor fails to meet the qualitative requirements for packing, he must make good all losses arising out of his failure to meet contractual obligations. The contractor will be responsible for internal damages if any, when outwardly there is no damage to the package.
 - For imported machines, the packing must be such that it is able to withstand the vagaries of weather, shipping and roughness of handling by port labour, cranes and fork-lifts. The consignments as far as possible must be shipped in containers (FCL/LCL).

- d. One copy of the packing list/ invoice in English and pre-despatch inspection certificate 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.

12. Marking:

- a. **Indigenous Supplies:** The following markings on two opposite faces and top side shall be stencilled in legible ink on the packing cases containing the consignments at the time of dispatch:
 - i. Contract No & Date:
 - ii. Name of the consignee:
 - iii. Full address of consignee:
 - iv. Total No of packages & SI No of package:
 - v. Up right arrow.
 - vi. Gross weight:
 - vii. Special marking for case.
 - viii. Brief nomenclature of equipment:
 - ix. Slings position.
- b. **Imported Supplies:** The Seller shall mark each package with indelible paint in the English language as follows:-
 - i. EXPORT
 - ii. Contract No & Date:
 - iii. Consignee:
 - iv. Port / airport of destination:
 - v. Ultimate consignee:
 - vi. SELLER:
 - vii. Total No of packages & SI No of package:
 - viii. Gross/net weight:
 - ix. Overall dimensions/volume:
 - x. Up right arrow.
 - xi. Special marking for case.
 - xii. Brief nomenclature of equipment:
 - xiii. Slings position
- c. If necessary, each package shall be marked with warning inscriptions: <Top>, "Do not turn over", category of cargo, etc.
- d. Despatch of components as per input drawings: The delivery of input components shall adhere to the mutually agreed schedule. The supplier shall intimate the requirement of input component in synchronizing with the readiness of the machine. The input components being supplied shall be duly inspected as per specified parameters before dispatch.

13. Pre-Despatch Inspection: The following Pre-Despatch Inspection clause will form part of the contract placed on successful Bidder –

- a. The Buyer's representatives will carry out Pre-Despatch Inspection (PDI) of the machines/equipment in order to check their compliance with specifications in accordance with its usual standard procedures. Upon successful completion of such PDI, the Seller and Buyer will issue and sign a Certificate of Conformity.
- b. The Seller shall intimate the Buyer at least 45 days (Indigenous)/ 90 days (Imported m/c) before the scheduled date of PDI. The time required for completing visa formalities by the Seller shall not be included in this notice. The Buyer will send his authorized representative(s) to attend the PDI.
- c. The list of Buyer's representatives together with their particulars including name, title, date and place of birth, passport numbers including date of issue and date of expiry, address, etc. shall be communicated by the Buyer in advance to apply for the necessary authorizations and clearances to be granted.
- d. The Buyer reserves the right not to attend the PDI or to request for postponement of the beginning of the PDI by a maximum of one month from the date fixed for such PDI in order to allow his representative(s) to attend such tests, in which cases he shall inform in writing the Seller within 15 days before the date of the beginning of the PDI. Shall the Buyer request for such postponement, liquidated damages, if any, shall not apply. In case the Buyer informs the Seller within the period mentioned hereinabove that he cannot attend the PDI or in case the Buyer does not come at the postponed date requested by him for

performance of the PDI as mentioned above, the Seller shall be entitled to carry out said tests alone as scheduled. The Certificate of Conformity and the Acceptance Test Report will be signed by the Seller's QA representative alone and such documents bearing the sole signature of the Seller's QA representative shall have the same value and effect as if they have been signed by both the parties. In case Buyer does not elect to attend the PDI, the Buyer shall intimate the Seller in writing that it does not wish to attend the PDI.

- e. The Seller shall provide all reasonable facilities, access and assistance to the Buyer's representative for safety and convenience in the performance of their duties in the Seller's country.
- f. PDI of the P&M shall be carried out at supplier premises. All costs associated with the stay of the Buyer's Representative(s) in the country where the PDI is to be carried out, including travel expenses, boarding and lodging, accommodation, daily expenses, shall be borne by the Buyer.

In case, supplier desires PDI to be carried out at other places also, then the supplier will take the responsibility of arranging the same at his cost.

- g. In case, the m/c is rejected during the 1st PDI, the cost of subsequent PDIs shall be borne by the supplier. The expenditure for subsequent PDI(s) shall be initially be incurred by the buyer and will be deducted from the supplier's 1st claim.

14. **Joint Receipt Inspection:** When boxes or containers received by the Buyer are opened for assembly/installation, joint checking will be done by Buyer and Seller for conformance to quantity and description mentioned in the invoice. In case of any discrepancy, the Seller shall make good the same at his cost.

15. **Insurance:**

- a. Where delivery of imported goods is required by the purchaser on CIF basis, the supplier shall arrange and pay for marine/air insurance, making the purchaser as the beneficiary. The Insurance Policy shall be for 110% value of goods for coverage on "all risks" basis including war risks and strike clauses. The date of insurance shall be dated prior to the date of shipment. The insurance policy shall mention the name of ship, merchandise details, number of packages, name of vessel, number of voyages, port of shipment, port of destination/destination warehouse and the details on Insurance documents shall not contradict the stipulation in Bill of Lading or Invoice. The insurance policy shall be forwarded to the purchaser sufficiently before despatch of the consignment.
- b. Where delivery is on FOB/FCA basis, marine/air insurance shall be the responsibility of the purchaser.
- c. In case of turn-key supply of plant/machines, if any supplies or part thereof are damaged during the process of erection and commissioning of the plant/machines until the final acceptance, the same will have to be replaced at site by the supplier free of all costs to the purchaser, including the erection and commissioning cost in the event of the plant/machines having been erected.
- d. In the above case, the supplier shall be responsible for insurance of the plant/machines during erection and commissioning. In this connection, the supplier shall arrange "Erection All Risks Insurance" of sufficient amount along with coverage for construction/erection equipment as well as third party claims in respect of property damage or bodily injury. The supplier shall also be responsible for insurance for personnel engaged by them in the erection work.

16. **Guarantee:**

The supplier shall guarantee among other things the following:

- a. Satisfaction of technical and other parameters mentioned in the specification and contract.
- b. Quality and strength of materials used in the manufacture of the equipment considering the applicable codes of practice and regulation.
- c. Adequate factors of safety for all parts of the equipment to withstand the mechanical and/ or electrical stresses developed therein under specific operating conditions.
- d. Performance data furnished/ specified for the equipment shall be actually obtainable when the equipment is installed and tested at site.

17. **Warranty:**

- a. The supplier shall warrant that the plant/machine (including associated works constructed by the supplier) will be free from defects in design, material or workmanship. Supplier's obligations under the warranty shall involve repair, rectification and making good at site any defect, imperfection or fault attributable to defective design, material or workmanship. If the plant/machine is found to have a Defect

that can be assumed to be present also in some other portion of the plant/machine, the Supplier shall investigate whether such further Defect is present, and shall make good any further Defects found.

b. The supplier shall furnish PBG / Warranty Bond for 5% of contract price valid for two months after warranty period, as security for its warranty obligations.

c. The following Warranty clause will form part of the contract with the successful bidder:

1. The contractor/seller hereby warrants that the plant/equipment sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/mentioned in the said contract.
2. The contractor/seller further warrants that the plant/equipment would continue to conform to the specified description and quality and would be free from any non-conformity with the requirements of the contract (hereafter referred to as a 'defect') due to faulty design, materials or workmanship, for a period called 'warranty period' or 'defects liability period' as defined below:
 - 12 (twelve) months from the date of commissioning and acceptance of the plant/equipment at the purchaser's site, in case of turn-key supply contracts, or
 - 12 (twelve) months from commissioning and final acceptance of the plant/equipment at the purchaser's site or 18 (eighteen) months from the date of delivery for indigenous equipment or 21 months from date of delivery for imported equipments, whichever is earlier, in case of other contracts.
3. If the commissioning/acceptance of the plant/equipment is delayed due to fault of contractor/seller, the warranty period will automatically get correspondingly extended.
4. Notwithstanding the fact that the purchaser (or his representative) may have inspected and/or approved the plant/equipment, if any defect is discovered in the plant/equipment during the aforesaid warranty period and the decision of the purchaser in that behalf shall be final and binding on the contractor/seller, the purchaser shall be entitled to call upon the contractor/seller to rectify such defect.
5. Defects shall be notified by the purchaser to the contractor/seller in writing without undue delay after the defects are noticed, and in any event not later than thirty (30) days after the expiry of the warranty period.
6. Upon receipt of notice from the purchaser about any defect that occurs during the warranty period, the contractor/seller shall respond immediately and make good the defect within a reasonable period, or such specific period as may be allowed by the purchaser at the request of the contractor/seller, without any charges and costs to the purchaser.
7. If the plant/equipment is found to have a defect that can be assumed to be present also in some other portion of the plant/equipment, the seller/contractor shall investigate whether such further defect is present, and shall make good any further defects found.
8. If a defect appears, requiring immediate action due to the risk of resultant damage, and if the contractor/seller cannot make immediately good the defect, the purchaser is entitled to apply all necessary measures to prevent or limit damage.
9. This warranty is not applicable if the defect is attributable to normal wear and tear or incorrect operation or negligence or wilful damage on the part of the purchaser.
10. Parts replaced or repaired under the above provisions shall be subject to the same warranty from the contractor/seller, and under the same conditions as apply for the rest of the plant/equipment, for a period of one (1) year after such replacement or repair has been effected. The warranty period for the rest of the plant/equipment shall be extended only by the time during which it was out of operation as a result of defects covered by the above provisions. Nothing contained in this clause shall however extend the warranty period by a period beyond two (2) years after the commissioning and acceptance of the plant/equipment.
11. Defective parts which have been replaced shall be made available to the seller/contractor without cost. However, the seller/contractor shall be responsible for lifting the defective parts and transporting the same at his cost from purchaser's place within mutually agreed time period.
12. Bidder has to assure to resolve the issue/ defect with the machine in case there is any during the warranty period.

18. After sales support: The contractor shall provide after sales service of the equipment's for at least ten years after the expiry of warranty period, which will comprise of the following:-

- a. To render technical advice on any matter of the equipment.

- b. To quote and supply all spare parts/accessories/sub-assemblies at a reasonable price and delivery schedule.
- c. To make available the services of suitable specialists on reasonable terms.

19. Guarantee to provide Spares:

- a. The Vendor shall be committed to make available the spares for 10 years period from the completion of the warranty period.
- b. Acceptance of tender for the supply of machine against this TE will be subject to bidders certifying that they have adequate servicing and spare parts facilities in respect of the machine tendered for by them or that they shall arrange to provide such facilities simultaneously with the supply of the machine.
- c. Bidders shall also undertake that supplies of necessary maintenance equipment and spare parts will be made available for life of the machine on a continuous basis.
- d. The successful bidder shall warranty that before going out of production of the spare parts he will give adequate advance notice to the purchaser so that the later may order his requirements of spares in one lot, if he so desires.
- e. The successful bidder shall further guarantee that if he goes out of production of spare parts, then he will make available blueprints, drawings of the spare parts and specifications of materials at no cost to the purchaser as and when required in connection with the machine to enable the purchaser to fabricate or procure spare parts from other sources.
- f. In case spares are also ordered with the machine, bidder will undertake to offer spares for delivery along with the main equipment only and not before.

20. Manufacturer's Recommended List of Spares (MRLS). –

Bidders are requested to provide MRLS to sustain the equipment for a period of three years after warranty period in following format.

EQUIPMENT:

Original Equipment Manufacturer (OEM): M/s

Item Details	Mfg Part No.	Qty	Rate	Total	Remarks

Notes:

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

21. Trial Components: Not Applicable

The quantity of trial components required for machine trial, tool design and pre-dispatch inspection, etc. should be clearly indicated by the tenderers in the Technical Bid. The cost of trial components as Rs....., further the actual cost of input trial components will be worked out by factory..... prior to the issue of components and will be intimated to the supplier for submission of Security Deposit in the form of Demand Draft / Banker Cheque / Bank Guarantee . The indigenous vendors have to collect trial components from factory..... The tried out components along with scrap will be returned by the firm along with the machine in a separate box.

PART V – EVALUATION CRITERIA & PRICE BID FORMAT

1. Evaluation Criteria - The broad guidelines for evaluation of Bids will be as follows:

- a. Only those Bids will be evaluated which are found to be comply all TE criteria, both technically and commercially. Offers received without EMD shall be summarily rejected, if the bidder does not meet the valid EMD exemption criteria.
- b. The Technical Bids submitted by the Bidders will be evaluated by the Buyer with reference to the TE Conditions of the plant or machine a Accordingly, “Comparative Statement of Tenders” shall be prepared. Comprehensive analysis of the techno- commercial offers will form the basis for subsequent decision.
- c. The Price Bids of only technical suitable Bidders will be opened.
- d. When the competition is only among the Indian suppliers, the F.O.R Prices at destination, less levies, taxes and duties levied by Central /State / Local Governments such as GST etc. on final product, will be the basis for ranking of quotations.
- e. When tenders are received from consortia of foreign and Indian bidders, the ranking of bids (consortia) shall be assessed on CIF basis for foreign supplies plus custom duty and other duties / levies such as anti-dumping duty which cannot be claimed as input tax credit, & services and ex-works basis for Indigenous supplies & services, offloading the taxes and duties.
- f. When the competition is only among foreign suppliers, the landed price (CIF) at the destination (designated port) shall form the basis for ranking the bids.
- g. All the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.
- h. When the competition is amongst domestic and foreign suppliers, the CIF cost quoted by the foreign suppliers plus custom duty and other duties / levies such as anti-dumping duty which cannot be claimed as input tax credit, shall be the basis for comparison with the basic cost offered by the domestic suppliers, after offloading the GST etc. and other local taxes and levies, if any, offers of foreign suppliers are compared with the offers of domestic suppliers on the basis of the CIF cost of foreign supplier. However, difficulties in comparing the offers arise when the foreign supplier indicates only the FOB/ FCA cost. There is no standard formula for arriving at the CIF cost in such cases, and it will not be appropriate to add a notional additional cost as a percentage of FOB/ FCA cost to arrive at the CIF cost. To avoid such a situation, it should be clearly mentioned in the tender that quote on CIF basis is essential to enable evaluation of the offers of foreign vendors. Similarly the domestic vendors should also clearly indicate in their offer separately the basic cost, GST etc. and other local taxes & levies (if any) to enable a proper evaluation of their offer, providing only an all-inclusive rate will make the offer invalid.
- i. However, order if any, on foreign bidders will be on FOB basis and on indigenous Bidders on F.O.R basis including GST and other local levies, Transportation Charges etc.
- j. For ranking of offers, price of complete scope of supply as detailed in technical specifications excluding the price of spares and taxes & duties will be considered.
- k. 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.
- l. The Buyer reserves the right to evaluate the offers received by either loading offers appropriately or by using Discounted Cash Flow method at a discounting rate of 10%. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.
- m. The Lowest Acceptable Bid will be considered further for placement of Supply Order after complete clarification and price negotiations, if required with the lowest (L1) bidder.
- n. The consideration of taxes and duties in evaluation process will be as follows:

- i) The Bidders are required to spell out the rates of Customs duty, GST and local levies in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices.
- ii) In case of failure to indicate rates of Customs duty, GST and local levies clearly, it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entertained after the opening of tenders. Such offers are also liable to be ignored summarily.

o. Any other criteria as applicable to suit a particular case.

2. Price Preference Policy

Public Procurement (Preference to Make in India) Policy: Provisions contained in Public Procurement (Preference to Make in India), Order 2017 issued by DIPP, Ministry of Commerce & Industries vide letter No.P-45021/2/2017-B.E-II dated 15-06-2017 along with MoD I.D No.59011/8/2015-D(HAL-II) dated 19-07-2017 and subsequent amendment issued by DIPP dated 28.05.2018 shall be followed. No such restrictive clauses shall be mentioned in terms and conditions of tender enquiries including matter like turnover, production capability and financial strength for the bidders that would be advantageous to the foreign manufactured goods at the cost of domestically manufactured goods. Further details can be accessed on DIPP website.

3. Price Bid Format:

(A) The model Price Bid Format is given below:

Sl	Item	Unit	Qty	Price	Total Price
1	Machine				
2	Accessories				
3	Erection works (mechanical/ electrical/ instrumentation)				
4	Supervision of Erection and Commissioning				
5	Civil Works				
6	Training				
7	Technical documents				
8	Spares				
9	AMC (If any)				

Bidders are required to fill price bid template correctly, attaching relevant documents (in pdf) in support of required information sought in tender.

(B) Is GST extra? If yes, mention the following –

- a. Total value of items on which GST is leviable:
- b. Rate of GST (item-wise if different GST is applicable):
- c. Total value GST payable:

(C) Any other Taxes / Duties / Overheads / Other costs:

(D) Grand Total:

[Note: The format or template for price bid is dependent on scope of supply.]

MINIMUM LOCAL CONTENT DECLARATION

A. SAMPLE FORMAT FOR SELF DECLARATION OF MINIMUM LOCAL CONTENT

Self-Certification under preference to Make in India order

Certificate

In line with Government Public Procurement Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 and its Latest amendments, we hereby certify that we M/s_____ are local supplier meeting the requirement of minimum local content i.e., _____% as defined in above orders for the material against Factory..... Enquiry/Tender No.....dated..... Details of location at which local value addition will be made as follows:

_____.

We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Thanking You

Signature with date:

Name:

Designation:

Official Seal

Note : *The Class-I local supplier' / Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.*

B. SAMPLE FORMAT OF MINIMUM LOCAL CONTENT CERTIFICATION:-

To,

The Chief General Manager,

Ordnance Factory, Chanda,

Unit of Munition India Limited.

SUBJECT :

TENDER No. :

Dear Sir,

I/We,..... (Name of the issuing CA Firm / Statutory Auditor / Cost auditor) have verified relevant records of M/s (Name of the bidder) and certify that M/s (Name of the bidder) meet the minimum Local content requirement of% specified in bidding document of local content declaration.

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership no.

UDIN no.

FORMAT FOR PRE-CONTRACT INTEGRITY PACT

(For cases valuing above Rs. 5 Cr)

Ref: Tender Enquiry No **08/CAPEX (A)/2025-26/01**, Dated 30/09/2026

General

1. Whereas the CGM, hereinafter referred to as the Buyer and the first party, proposes to procure (**Supply, Installation and Commissioning of Screw filling machine with conversion kit for the production of shell 125mm HE and Shell 155mm HE ERFB BB/BT caliber Ammunition Qty:- 01 No**), hereinafter referred to as Defence Stores, and M/s _____, represented by, Mr/ Mrs _____ Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Seller and the second party, is willing to offer/has offered the stores.
2. Whereas the Bidder is a private company/public company/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is Munitions India Limited (MIL) or any of its constituent units, a PSU under Ministry of Defence, Government of India.

Objectives

3. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-
 - 3.1 Enabling the Buyer to obtain the desired defence stores at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
 - 3.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

Commitments of the Buyer

4. The Buyer Commits itself to the following:-
 - 4.1 The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
 - 4.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
 - 4.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
5. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

Commitments of Bidders

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

6.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

6.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contractor any other Contract with the Government.

6.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/integrator/ authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

6.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

6.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

6.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

7. Previous Transgression

7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India, that could justify bidder's exclusion from the tender process.

7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

8. Earnest Money/Security Deposit

- 8.1. All procurement cases above Rs. 5 Cr., Integrity Pact is required to be executed without any additional Financial Guarantee. The EMD/SD/PBG required to be submitted by the vendor as prescribed in the respective Procurement Manual shall only act as the financial guarantee for the IP.
- 8.2. The validity of the IP will be the validity of the EMD/SD/PBG or the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later. In case there are more than one bidder, the Earnest Money/Security Deposit shall be refunded by the buyer to those bidder(s) whose bid does not qualify (do not qualify) after the stages of TEC/ TPC, as constituted by the Buyer, immediately after a recommendation is made by the TEC/TPC on bid(s) after an evaluation.
- 8.3 In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 8.4 The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.
- 8.5 No interest shall be payable by the Buyer to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

9. Company Code of Conduct

- 9.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

10. Sanctions for Violation

- 10.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one 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 take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
 - (ii) The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
 - (iv) To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India (or Base Rate of State Bank of India in the absence of Prime Lending Rate) and in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance-cum-warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
 - (vi) To cancel all or any other Contracts with the Bidder.
 - (vii) To ban the Bidder from entering into any bid from the Government of India for a minimum period of five years and not more than ten years at the discretion of the Buyer.
 - (viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

- (ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.

The term „close relative“ for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

- (x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

10.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

11. Fall Clause

11.1 The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

11.2 The Bidder shall strive to accord the most favoured customer treatment to the Buyer in respect of all matters pertaining to the present case.

12. Independent Monitors

12.1 The Buyer has appointed Independent Monitor(s) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given):

Shri. Arun Kumar Sinha, IAS (Retd.) 1/95, Vineet Khand, Gomati Nagar, Lucknow – 226 010 Email: aksinha2@yahoo.com	Shri. Amiya Kumar Mohapatra, IFoS (Retd.) Flat No. 201, N-3/382, IRC Village, Bhubaneswar – 751 015 Email: amiyaifs@gmail.com
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12.2 As soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the CGM.

13. Examination of Books of Accounts

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

14. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. the nearest location from the seat of the Buyer of a High Court or a Bench of High Court.

15. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

16. Validity

16.1 The validity of this Integrity Pact shall be from date of its signing and will remain valid upto the validity of the PBG or the complete conclusion of contractual obligations to complete satisfaction of both the Buyer and the Bidder/Seller, whichever is later.

16.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

17. The Parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Designation
Ordnance Factory Chanda
Witness
1.
2.

CHIEF Executive Officer
Name of Firm
Witness
1.
2.