

CAUTION

PLEASE APPROACH/CONTACT
SECRETARY (TPC)/THE
UNDERSIGNED OFFICER FOR ANY
CLARIFICATION, AMENDMENT AND
CORRIGENDUM RELATED TO THIS
TENDER. OSCC/CICP IS NOT REPEAT
NOT RESPONSIBLE FOR THE
CONTENTS/MATERIAL CONTAINED
IN THIS TENDER DOCUMENT.

TO BE RETURNED ALONGWITH TENDER QUOTATION

Tele : 25693411/218
Fax No : 011-25694739

Tender No- 24136/ TE-48/DP

INVITATION OF TENDER

CENTRAL ORDNANCE DEPOT : DELHI CANTT - 10

To
M/s

Dear Sir,

1. On behalf of the purchaser (Named in the scheduled attached to the tender form enclosed). I invite you to tender for the supply of stores detailed in said schedule.
2. The conditions of contract which will govern any contract made are contained in schedule `B` and `C` (Revised No 89). Any special conditions attached to this invitation to tender will also form part of the conditions.
3. If you are in a position to quote for supply in accordance with the requirements stated in the attached schedule, DDS-100 attached herewith would be filled, ink signed and returned with all the information called for in annexure attached . INSTRUCTIONS DULY SIGNED WILL ALSO BE RETURNED WITH THE TENDER FAILING WHICH YOUR TENDER WILL BE LIABLE TO BE IGNORED AND NOT CONSIDERED.
4. Your tender should be submitted in duplicate and tender documents duly filled in and signed are to be returned and preferably attached with your original copy of the quotation. The tender is not transferable.
5. The envelops containing tenders will be super scribed as `TPC Tender No 24136/ TE-48/DP due for opening on 05 JUN 2009.
6. This to be addressed to chairman , TPC Central Ordnance Depot, Delhi Cantt-10 and put in the Tender Box kept at the gate of COD Delhi Cantt.

Yours faithfully,

Place : Delhi Cantt

(VS Sangwan)
Lt Col
Secretary TPC
for Commandant

Date : 2009

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TO BE RETURNED ALONGWITH TENDER QUOTATION

SCHEDULE TO TENDER NO : 24136/TE-48/DP

OFFICE OF ISSUE : CENTRAL ORDNANCE DEPOT, DELHI CANTT

TIME AND DATE OF OPENING OF TENDER : 1400 hrs on 05 JUN 2009

THE TENDER SHALL REMAIN OPEN FOR ACCEPTANCE TILL : 90 DAYS FROM THE DATE OF TENDER OPENING

S. NO	CAT PART NO	NOMENCLATURE	A/U	QTY	SPECN/DRG NO	RATE
1	LV7/TMB-2754-2540-0111	PRESSURE SPRING SERVICE KIT	NOS	570		

1. Purchaser : The President of India.
2. Store Required at : Commandant Central Ordnance Depot, Delhi Cantt- 10.
3. Delivery required :
(a) Prototype Applicable :
(i) Pilot Sample : Within 03 Months from the date of supply order.
(ii) Bulk Supplies : Within 06 months from the date of BPC accorded by inspecting authority.
(b) If Pilot Sample Not applicable : Bulk supplies within 08 months from the date of supply order.
4. Place of Delivery : COD Delhi Cantt by Road Transport.
5. Packing/Marking : As per specn No addl charges will be paid.
6. Inspection Authority : Concerned AHSP.
7. Inspecting Officer : Regional DGQA Insp Auth Concerned as authorized by the AHSP.
8. Specification may be obtained from. : Concerned AHSP.

(VS Sangwan)
Lt Col
Secretary TPC
For Commandant

Date : 2009

Note

1. AHSP, CQA(V), Ahmednagar , GM Veh Factory Jabalpur, CQA(E) Aundh Camp and CQA(L) Bangalore as the case may be. In case of Drg not available with AHSP, depot sealed sample can be procured on payment for making firm's drg where available.
2. All quotation NOT on F.O.R COD Delhi Cantt will be rejected.

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TO BE FILLED RETURNED ALONGWILTH TENDER QUOTATION

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OFFICE OF ISSUE : CENTRAL ORDNANCE DEPOT, DELHI CANTT

TIME AND DATE OF OPENING OF TENDER : 1400 hrs on 05 JUN 2009

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S. NO	CAT PART NO	NOMENCLATURE	A/U	QTY	SPECN/DRG NO	RATE
1	LV7/TMB-2754-2540-0111	PRESSURE SPRING SERVICE KIT	NOS	570		

- 1. Sales Tax/VAT :
- s
- 2. ED with proof of ED payment :
- 3. F. O. R (Place of delivery) :
- 4. Terms of delivery :

Signature of the Tenderer

(Name in block letters)
Capacity in which tender is signed
Address in full.

Note :- The conditional offer “ED and ST” as applicable at the time of delivery is not acceptable . In such cases , Tender enquiry will be rejected.

TO BE RETURNED ALONGWITH TENDER QUOTATION

Full Name & Address
Tender in Addition to post
Box if any should be quoted in all
Communication to this office

DOS - 100
Contractor`s
Address Telephones
Telax

From :-

To,

The Commandant
Central Ordnance Depot
Delhi Cantt- 10

Sir,

1. I/we hereby offer to retread/supply of stores details in the scheduled here to such position there of as you may specify in the supply order at the price given in the said schedule and agree to hold this (Office) open till _____. I/we shall be bound by communication of acceptance within the prescribed time.
2. I/we have understood the instructions to tenders and condition of contractor as contained in schedule `B` and `C` (Revised N0-89) and have thoroughly examined the applications drawing or pattern in the schedule here to and as/are fully aware of the nature of the stores required and my/our offer is to supply of stores strictly in accordance with the requirement.
3. I also undertaken to abide by special conditions attached to the invitation/tender.

Yours faithfully,

(Signature of the tenderer)

Address_____

Date _____

Signature of the witness and
Address.

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TO BE RETURNED ALONGWITH TENDER QUOTATION

SPECIAL INSTRUCTIONS

1. All tender documents attached with the invitation to T/E are sacrosanct for considering any offer as complete offer. It is therefore, important that all documents duly completed and signed are returned with your offer failing which your tender/quotation will be treated as incomplete and ignored.
2. Tender/quotations are to be submitted in duplicate, each copy should be identical in all respect i.e number of copy including covering letters. Each copy of tender/quotation should be tied/stapled separately and marked original / duplicate. However, **TE DOCUMENTS SHOULD BE ATTACHED WITH ORIGINAL COPY OF TENDER/ QUOTATION.**
3. **PRICE :**
 - (a) Tender will be give complete break up of the price indicating clearly margin of profit etc, when asked for.
 - (b) The price should be indicated in words and figures.
 - (c) The price of item will be given as basic, ED/ and ST/VAT.
 - (d) A copy of specification/drgs must be obtained from the concerned AHSP on payment before quoting the rate for the item.
4. The tender set will be sold on a payment through crossed Demand Draft in favour of **PUBLIC FUND ACCOUNT, COMMANDANT, COD DELHI CANTT** drawn on SBI payable at Delhi Cantt and sent to the Comdt, COD Delhi Cantt-10. The charges of tenders form of each item is Rs 100/-. The cost of Tender form through post is Ts 150/-. The committee is not responsible for any postal or otherwise delay.
5. The Comdt reserves the right to cancel the supply order at any time during the currency of the contract for any fault or delay by the supplier or for any other contingencies erupted during the process of indenting in the depot.
6. Items/Qty as mentioned above are tentative. Final Item/Qty will be fixed as per the requirement at the time of placement of Supply Order which may be less or more.
7. **Note :-**
 - (a) Tenders documents are not transferable.
 - (b) Tenders submitted in the prescribed tender forms affixing the tender fee coupon will only be considered.
 - (c) If you are not registered with DGS&D/NSIC ensure to furnish required Earnest Money as indicated in the enquiry alongwith the tender . (wherever applicable)
 - (d) Tender documents are to be sent to the office of issue as given above.
 - (e) Stores are reserved for exclusive purchase from SSI units (wherever applicable).
 - (f) Stores with ISI marking will only be purchased (wherever applicable)
8. **DELIVERY PERIOD (DP)** . The tenders should give clear DP stating the period for commencement of delivery and monthly rate of supply. The tenders should offer specification, D/P as required , offers with vague D/P will be **LIABLE TO BE IGNORED**. The offers from firms who have not kept the validity open till the period stipulated in the enquiry will be liable to be ignored.

9. **EXCISE DUTY**: The tenders should state specifically if they are exempted from payment of excise duty. If yes, they should clearly state that No ED will be charged by him. In case they, intend no claim Excise Duty beyond a limit they should state that no claim excise duty will be charged up to such limit and beyond this Excise Duty will be charged at such and such rate. Tenders who have quoted price inclusive of Excise Duty/ST but have not indicated rate of excise duty/ST will not be allowed any increase but due to statutory verification and prices will be treated as firm and fixed.

IMPORTANT “ Stipulation time” excise duty is not presently applicable but will be charged. Applicable but will be charged extra if applicable later on will **NOT** be entertained. In that event the quoted price shall be loaded with the maximum excise duty applicable to for the purpose of evaluation of offer.

10. If it is decided to ask Excise Duty/Sales Tax or any other charges as extra the same must be specifically stated. In the absence of such stipulation and levies and no claim for payment of the same will be entertained.

11. **SALES TAX**. : For tenders quoting sales tax extra sales will be paid to the seller at the rate of which it is liable to be assessed or has actually been assessed provided the transaction of sales is legally liable to sales tax and the same is payable as per the terms of the contracts.

12. **F.O.R** : Tenders should quote on the basis of F.O.R COD Delhi Cantt only. All quotations on F.O.R other than COD Delhi Cantt will be liable for rejection.

13. **DISCOUNT** for early inspection/payment/early placement of order will not be considered at all.

14. **Registration** : The tenders should submit photocopy of DGQA registration certificate alongwith their quotation.. In case of P/S, firms to enclose copy of I/Note.

15. The firm downloading the tender quotations from the internet will attach Rs, 100 Bank draft alongwith their quotations or else the same will be rejected for which the deptt will not be responsible.

16. The firm should be a DGQA regd firm and must have valid registration. In case of firms quoting for batteries the firms in addition to valid regd should also hold valid TTC.

17. **PERFORMANCE CERTIFICATE**. : The tenders should enclose a performance statement for the item for which tender enquiry has been issued specifically showing contract numbers, date, value D/P and quantity supplied.

18. This tender is not transferable.

19. The following terms and conditions will also be applicable in case the supply order is placed on your firm.

(a) In the event of contract concluded on you, the said contract will be Governed by the General conditions of contract for contracts concluded by Ministry of Defence concluded as per schedule B &C(Revised No 1989).

(b) You will be required to furnish security deposit at the rate of 5% of the contract you secure or Rs 2 lakhs whichever ever is less in any of the form as explained in clause 23(a) of schedule 'B'(Revised Nov 89) within 30 days of receipt of acceptance of your offer failing which purchaser may be considered to proceed with registration of your firm for defence supply.

20. **SLAB RATE** . Withdrawal of any slab rates after opening will render the entire offer invalid. The purchaser reserves the right to place order for any lesser/lower quantity than mentioned in this tender enquiry. The tenderers are requested to quote one rate and not to submit multiple offers with slab rates. If a tenderer submits offer with slab rates, his tenders will be liable to be ignored..

21. **Purchaser** : **President of India.**

22. **Stores to be put to for inspections of** : At firms premises.

23. **Particulars Governing supply** : In appearance , shade and finish in other respects not desired in specifications the material shall conform in the correspondents sealed better held in the custody to the controllers.

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24. **Packing** : As per relevant clause on the specifications.

25. Marking before dispatch of each pkgs shall be legible marked by stencil with indelible marking ink / paint showing the following details :-

- (a) Nomenclature and cat part No of stores.
- (b) Quantity packed in the bale.
- (c) Lot of the Serial No of the bale
- (d) Month and year of the packing.
- (e) Name and trade mark of the manufacture
- (f) Gross mass of the bale in kg.
- (g) Name and address of the consignee.
- (h) So No and Date.
- (j) Inspection Note No and date.

26. **Pre- Inspections** :

- (a) Manufactures/contractors must satisfy themselves that the stores are ; in accordance with the terms of the contracts and fully confirm to the required specification by carrying out a through pre-inspection of each lot before actually tendering the same for inspection to the inspecting officer nominated under the terms of the contract. A declaration by the contractor that necessary pre-inspection has been carried out on the stores tender will be submitted along with the challan. The declaration will also indicate the mentioned following in carrying out pre-inspection showing the feature checked/tested and will have the test certificate attached to the challan /declaration.
- (b) If the Inspecting Officer finds that pre-inspection of consignment as required above have not been carried out the consignment is liable for rejection.

27. **Warranty/Guarantee Clause** :- Exception otherwise provided in the invitation to the tender the contractor / seller hereby declared that the goods/stores/article/sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respect and shall be strictly in accordance with the specn and particular contained/mentioned in the contract. The contractor/seller hereby guarantee that the said good/stores/articles would continue to confirm to the description and quality for a period of 12 months from the date of receipt of the said goods /stores/articles by the purchaser or 48(forty eight) months from the date of shipment/dispatch from the contractor is work whichever is later and that not with standing the fact that the purchaser (Inspector) may have inspected and /or approved the said goods/stores/articles if during the aforesaid period of 12/48 months the said goods/stores/articles be discovered, not to confirm to the description and quantity aforesaid or not giving satisfactory performance or have deteriorated and the decision of the purchaser in that behalf shall be final and binding on the contractor/seller to the receipt replace by acceptable goods/stores/articles or such portion or portion thereof as is found to be defective by the purchaser within a reasonable period not exceeding three months or as may be allowed by the purchaser in this description on the application may be thereon by the contractor /seller and in such an event the above mentioned warranty period shall apply to the goods/stores/articles rectified/replaced from the date of rectification/replacement thereof, otherwise the contractor /seller shall pay to the purchaser such compensation as determined by the purchaser as may arise any reason of the reach of the guarantee herein contained.

28. **Rectification clause** :- In the event therefore is given back to the manufacture for rectification of defects. The manufacture will ensure that the stores defects are attached to immediately without loss of time so that the stores can be re-inspected. However , it should be noted that the manufacturer will not be entitled to dispose of that stores which is given for rectification but not rejected without prior permission of inspector.

29. **Paying Authority** : Deputy Controller of Defence Accounts, C/O COD Delhi Cantt- 10.

30. **Payment Terms** : 95 % against proof of dispatch and balance 5 % after receipt of stores by consignee in good conditions.

31. **OPTION CLAUSE** : The contract shall have an Option Clause , wherein the buyer can exercise an option to procure to an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. It shall be applicable within the currency of contract . It will be entirely the discretion of the buyer to exercise this option or not.

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32. **REPEAT ORDER CLAUSE** : The contract shall have an Repeat Order Clause , wherein the buyer can order upto 100% quantity of the items under the present contract within twelve months from the date of successful completion of the contract only once, cost, terms & conditions remaining the same. Request confirm acceptance of this clause. However it will entirely be the discretion of buyer to place the repeat order or not
33. **Failure and Termination** :-- If the contractor fail to deliver the stores or any consignment thereof, within the period prescribed for such delivery or at any time repudiates the contract before the expiry of such period, the purchaser may without prejudice to his right to recover the damages for breach of the contract ;--
- (a) Recovery from the contractor as agreed liquidated damages, and not by way of penalty a sum of .5% of the price of any stores which the contractor has failed to deliver within the period fixed for delivery for **each week or part thereof** during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period and/or.
- (b) Purchase else where, without notice to the contractor, on the account and at the risk and cost of the contractor of the stores not so delivered or others of a similar description (where stores exactly complying with the particulars are not in the opinion of the purchaser, which shall be final, readily procurable) without canceling the contract in respect of the installments not yet due for delivery or.
34. **Security Deposit** :-- 5% of total order value to be furnished in form of Bank guarantee, if not registered with NSIC/SSI.
35. **Condition of Contract** : The General conditions have been given General conditions of contract for contract scheduled by Ministry of Defence Schedule `B` & `C` (Revised No 89) and special condition given above are applicable to this Tender Enquiry. The purchaser reserves all right to amend ordered qty during the currency of the contract without any fin objection from supplier.
36. **Advance Sample** : The purchaser at his description require the prospective contractor to submit an acceptable advance particulars/inspection authority. Wherever , the contract stipulated submission of an advance sample, the samples will have to submitted within 60 days of the receipt of the contract. In the case sample is not submitted the time laid down than the SO will be considered for cancellation at risk and cost of the contractor.
37. The contractor shall be bound to execute the earlier order (S) if any placed on them for the same item before commencing supplies against this contract any supplies against this contract and supplied offered by the contractor shall be deemed to be supplied against the earlier till their are fully satisfied.
38. **PLEASE SUPERSCRIBE OUR REF NO AND DATE OF TENDER OPENING ON SEALED COVER
FAILURE TO DO SO WILL RENDER YOU OFFER INVALID.**
39. Sealed quotations addressed to Commandant, COD Delhi Cantt-10 should be dropped in tender Box placed at reception at COD Delhi Cantt gate. Alternatively the tender may be sent by registered post so as to reach this office by due date and time. No responsibility will be taken for postal delay or non delivery/non receipt of tender documents.
40. Sealed quotations addressed to COD Delhi Cantt will be opened by the Bd of offrs a on due date and time. If due to any exigency the due date for opening of tenders is declared as closed holiday, In such cases the tenders will be opened on next working day at the same time or any other day/time as intimated by the Buyer.
41. Your sealed quotations should reach this office latest by 1400r hrs on due date.
42. Tender sent by Fax will not be considered. Tenders found in sealed box will only be considered . **To avoid any complications with regard to Late Receipt/Non Receipt of Tenders, It may please be noted that responsibility rests with the tenders to ensure that tenders reach this office before due date. Late quotes will be rejected out rightly.**
43. In case your firm is not willing to quote due to any reasons, your regret should be faxed well before the due date/time, failing which your firm can be de-listed from vendor list.
44. The offer must be firm and valid for at least 3 months from the date of submission of offer.

45. The Tenders may give their earliest delivery schedule clearly indicating the time required for commencement of supplies.
46. 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 direction of the Buyer , with applicability of Liquidated Damages clause.
47. Prices must be quoted on F.O.R Destination basis by road inclusive of Packing , Forwarding , freight charges , Transit Insurance and any other charges are applicable. The consignee for the contract is COD Delhi Cantt.
48. Taxes & Levies. Details of Excise Duty , if any , is to be indicated . Exemption Certificate for Octroi, Custom duty , Excise and form 'D' for admitting CST @ 4% will be provided if specified & applicable.
49. This RFP is being issued with no financial commitment and purchaser reserves the right to change or vary any part thereof at any stage. Purchaser also reserve the right to withdraw the RFP should it be so necessary at any stage.
50. Instruction will also be returned with the tender faming which your tender will be able to be ignored and not considered.
51. **Late Bids.** Any bid received by the purchaser in case of competitive bidding, after the deadline submission of bids shall be rejected and returned unopened to the bidder.
52. **Agents of supplier.** One agent cannot represent two suppliers or quote on their behalf in a particular tender enquiry. Such quote has to be rejected. CVC (CTE) No 12-02-6-CTE/Sp-I(I)-2 dated 07 Jan 2003 refers in this regard.
- 53.. If there is a discrepancy between unit price and total price, the unit price shall prevail. If there is discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid will be rejected.
54. **Evaluation and comparison of substantially responsive bids.** The evaluation and comparison of responsive bids shall be done on the prices of the goods offered inclusive of levies i.e ST and ED, CDE, Packing & Forwarding, Freight and Insurance etc., as indicated in the price schedule of Bid documents but exclusive of Octroi/Entry Tax which will be paid extra as per actual wherever applicable.
55. **Award Criteria.** The purchaser reserve the right to counter offer price(s) against price(s) quoted by any bidder.
56. **Right to vary quantities** The purchaser reserves the right to increase or decrease upto 50% of the quantity specified in the schedule of requirement without any change in the unit price.
57. The tenderers who are unregistered with defence and untried should submit the following document along with their quotation falling which their offer will be liable to ignored.
- (a) Latest and valid ITCC.
 - (b) Name and full address of their bankers.
 - (c) Vendor capacity, report Performa in triplicate.
 - (d) The tenderers should state clearly if they are exempted from payment of S.T as voluntarily liable.
58. The tenderers are requested to quote one rate and not to submit multiple offers with slab rate . If a tenderer submit offer with slab rate , their tender will be liable to ignored.

Signature of the Tenderer _____

Full Name in Block Letter _____

Designation _____

Date _____