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GOVERNMENT OF INDIA, MINISTRY OF DEFENCE
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ORDNANCE PARACHUTE FACTORY,
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Total Page No. - 17



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NO. EO/OT/04/RR/OPF(2009-10)

DT. 24. 03.2009.

**From :
The General Manager,
Ordnance Parachute Factory,
KANPUR**

To,
M/s-----

SUBJECT:- PROCUREMENT OF FOUR NEEDLE FLAT BED LOCKSTITCH INDUSTRIAL SEWING MACHINE

QTY. - 25 NOS.

IMPORTANT NOTE :

- (1) T. E. No. EO/OT/04/RR/OPF (2009-10), DT. 24.03.2009.
- (2) DATE & TIME OF OPENING OF TENDER – **11. 06.2009** AT 1430 HRS.
- (3) THE OFFER SHOULD BE VALID FOR - 180 DAYS FROM THE DATE OF OPENING OF TENDER.
(TECHNICAL BID).
- (4) DELIVERY OF P& M (F.O.R. DESTINATION) - 60 DAYS.
- (5) INSTALLATION & COMMISSIONING - WITHIN 15 DAYS AFTER RECEIPT OF PLANT & MACHINERY AT OPF.

Dear Sirs,

On behalf of President of India sealed tender are invited for the supply of Plant & Machinery/Services detailed in Part I (Technical specification of the P&M). The conditions which will govern the contract made on the basis of this tender are those contained in form DGS&D-68 (revised) included in pamphlet entitled "conditions of contract governing contracts placed by the Central Purchase Organisation of the " Government of India", as amended up to date. Where ever Secretary or DGS&D has been mentioned, it may kindly be read as the General Manager, Ordnance Parachute Factory, Kanpur-208004 . The pamphlet and the list of corrections there to, can be obtained on payment from any Govt. Book Depot. The Contracts for procurement of plant and machinery in Ordnance Factories incorporate a General Condition of the Contract. The General Conditions will prevail unless otherwise superseded by any other specific condition in the Contract.

- 1.0 The firm should preferably be the Original Equipment Manufacturer/ Authorized Dealer .
- 2.0 The tenderer should quote for the machines of latest model with state of the art technology and proven performance which are available in the Indian and Global market.
- 3.0 The tenderer will furnish performance report from their reputed / established customers to whom similar machines have been supplied in the past .
- 4.0 **Quotation are called from the firm in two separate sealed covers indicating "Technical Bid & Price Bid". In technical bid cost of the items is not to be mentioned.**
- 5.0 In case tenderer is not interested in submitting the quotation the reasons should be communicated by them before the date of opening of the tender. Tenderers failing to do so will not be considered for issue of tender for similar item in future. The tender form should be returned intact whether the tenderer is quoting for any item or not . Pages

- should not be detached. If the tenderer opts not to quote the same should be written and stamped and tender papers to be returned to the office of issue giving for not quoting.
- 6.0 This tender comprises of three parts, namely:
PART I : TECHNICAL SPECIFICATION OF THE PLANT AND MACHINERY
PART II : COMMERCIAL TERMS AND CONDITIONS PART III: GENERAL TERMS AND CONDITIONS
- 7.0 It may be noted that technical specification of Plant & Machinery have been drawn up and are for guidance only. While the tenderers are requested to give their quotation for Plant & Machinery exactly as per tender details viz specification given in part I, commercial terms and conditions given in Part II and general terms and conditions given in part III, they are at liberty to give separate offer for a Plant & Machinery capable of performance on similar operation(s) which has improved features incorporating modern technical developments, if any. While doing so they are supposed to give details of improved features, savings in material/labour or process time and giving full price justification including break-up of cost for alternative offer. The price justification given, if any, should be placed in sealed price bid.
- 8.0 The commercial terms given in Part II of this tender and general terms given in Part III in this tender are bindings. Any deviation from the tender terms will have the risk of offer being ignored. However deviations, if any, which are given by the tenderers in the body of the letter and not as printed terms and conditions can be considered at the discretion of the competent authority provided reasonable justification are furnished in the body of the letter pointing out the relevant terms and conditions of our tender and extent/type of deviation.
- 9.0 INSERTIONS, POSTSCRIPTS, ADDITIONS AND ALTERATIONS SHALL NOT BE RECOGNISED, UNLESS CONFIRMED BY THE TENDERER'S SIGNATURE.
- 10.0 **NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER-** The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the purchaser may elect to withdraw the invitation to tender.
- 11.0 The firms must state if they are registered with DGS&D, DGISM London, NSIC or SSI or any other Govt. body with their registration No. in their offer alongwith photocopies of certificate of registration.
- 12.0 The language of the tender should be **English**.
- 13.0 **LATEST HOUR FOR RECEIPT OF TENDER:** Unless otherwise specified in the schedule to tender your tender **must reach this office on or before 1.00 PM on the date of opening of the tender.** Tender(s) sent by hand delivery should be put in the tender box at this office not later than **1.00 PM** on due date unless otherwise stipulated in the scheduled to the tender.
-  14.0 **OPENING OF TENDER:** Tenderers are at liberty to be present or authorize a representative to be present at the opening of tender at the time and date as specified in the schedule . **THE NAME AND ADDRESS OF REPRESENTATIVE WHO WOULD BE ATTENDING THE OPENING OF TENDER ON YOUR BEHALF SHOULD BE FORWARDED WITH A LETTER OF AUTHORITY ALONGWITH SUCH REPRESENTATIVE.**
- 15.0 **TENDER NOT TRANSFERABLE:** This tender is not transferable.
- 16.0 **RIGHT OF ACCEPTANCE:** This office does not pledge itself to accept the lowest or any tender and reserves to itself the right of acceptance the whole or any part of the tender or portion of the quantity offered and you shall supply the same at the rate quoted. Tenderers are at liberty to tender for the whole or any portion or to state in the tender that the rate quoted shall apply only if the entire quantity is taken from them.
- 17.0 **COMMUNICATION OF ACCEPTANCE:** Acceptance by the purchaser will be communicated by Telegram /Telex/Fax/Express letter or acceptance formal "Acceptance of tender" in form No.DGOF-4. In cases where acceptance communicated by Telegram/Telex/Fax/Speed Post letter the formal "acceptance of tender" will be forwarded to the tenderer as soon as possible but the instructions contained in the telegram or express letter would be acted upon immediately.
- 18.0 **IMPORTANT NOTE:** All tender documents attached with invitation to the tenderers are sacrosanct for considering any offer as a complete offer. **It is therefore important that tender documents duly completed and each page signed should be returned with tender's offer failing which your tender will be treated as incomplete and ignored.**
- 19.0 The COMPLIANCE STATEMENT enclosed as Annexure- B must be returned with the tender documents duly filled and signed failing which the offer would not be considered.

(KAILASH PRASAD)
JT. GENERAL MANAGER
FOR GENERAL MANAGER

NOMENCLATURE OF MACHINE :- FOUR NEEDLE FLAT BED LOCKSTITCH INDUSTRIAL SEWING MACHINE.

TECHNICAL DETAILS:

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- (ii) The change of needle gauge shall be easy and quick.
- (iii) The wearing parts shall be readily accessible for easy maintenance and moving parts in totally covered by easily removable cover for safety.
- (iv) The machine shall be provided with stitch length regulator achieving different stitch lengths within limits as per requirement.
- (v) The machine shall be equipped with Puller feed mechanism behind pressure foot. **(Optional** - Digital Puller feed mechanism
- (vi) Machine shall be supplied with all standard accessories.
- (vii) Automatic Lubrication system should ensure no oil leak, enabling the gauge change free from oil.
- (viii) Machine should be complete with stand, table top & 3 phase 400v-50 Hz motor.
- (ix) Machine should be provided with required safety guard for all running parts.
- (x) Machine should be sturdy enough to withstand stress resulting from speed of machine. The machine should have uniform and efficient performance during continuous operations usually occurring in the sewing industry.
- (xi) The supply of usual spares during the service life of the machine should be ensured without difficulty.
- (xii) Machine should be fitted with device to regulate the feed well with locking arrangements so that stitch length should not be disturbed while stitching.
- (xiii) Machine should be supplied complete with standard accessories.
- (xiv) List of spare parts and needles for two years running maintenance should be forward alongwith Technical Bid and their Price should be quoted in Price Bid indicating cost of each spare parts.
- (xv) Illustrated spare parts catalogue and maintenance Hand book in triplicate to be supplied with machine. Technical Catalogue in Original should be attached with Technical Bid.

NOTE:

- i) Model offered would be demonstrated at users premises by the tenderers free of cost and without any obligation for performance assessment.
- ii) The offer should be accompanied with the certificate issued by Govt. agency certifying the Principal is a Manufacturer & Brand is manufactured in the country of origin.

A. SAFETY FOR ENTIRE SYSTEM :

- The entire system should have comprehensive safety feature covering following areas :

1. Noise –Normal
2. Mechanical Safety.
3. Electrical Safety.
4. Safe distance for mechanical hazards.

B. The supplier must unambiguously bring out that the offer is complete in all respects.

PART-II

COMMERCIAL TERMS & CONDITIONS:

1.0 TWO BID SYSTEM:

The technical bid and the price bid will be in identical format, difference being that prices of different items will only be indicated in price bids whereas in technical bid no price details will be indicated and left blank. On due date, the technical bid will only be opened whereas the sealed covers containing the price bids will not be opened.

2.0 TECHNICAL BID :

2.1 The sealed envelop containing the technical bid in duplicate should be clearly marked with the following identification marks:

- a) T.E. No.
- b) Date of opening of technical bid
- c) Address of purchaser
- d) Firm's address
- e) Name of the authority signing the tender papers.

2.2 TECHNICAL BID SHOULD MENTION:-

- a) Complete technical details of the machine being offered alongwith technical leaflet/catalogue and drawing etc.
- b) Complete technical details of the standard accessories, toolings which will form part of the machine indicating quantity of each item.
- c) Complete technical details of optional/additional accessories and toolings which will make machine viable for additional functions. Details of such additional functions should be given. The Price of such optional/additional accessories should be quoted separately and placed with price bid.
- d) Nomenclature of essential spares for 2 years indicating quantity thereof.
- e) Make, model and country of manufacturer of the machine.

2.3 **Tenderers are requested to confirm clause by clause compliance of specification in a specified format as shown below along with their technical bid. Failure to submit this compliance statement would make their offers liable for rejection.**

2.4 **Details of EMD to be furnished viz. form of the instrument its Nos. & date Bankers Name & validity. EMD amount need not be mentioned any where.**

2.5 Confirmation of payment terms and conditions.

2.6 Confirmation of performance security.

2.7 Confirmation of Delivery period

2.8 Confirmation that prices are quoted in FOR destination/FOB basis.

3.0 PRICE BID-

The price bid should confirm the following :

- i) Item wise price of the Plant & Machinery as per specification.
- ii) Item wise prices of spares with nomenclature and quantity thereof.
- iii) Rate of duties/taxes.
- iv) Price of optional/additional accessories.
- v) Erection & Commissioning charges if any.
- vi) Freight charges if any.

4.0 EARNEST MONEY DEPOSIT:

(i) The Earnest Money for an amount of **Rs. 4,28,900.00** only must be enclosed with Technical Bid in the form of Demand Draft / Fixed Deposit Receipt / Banker Cheque in favour of the General Manager, Ordnance Parachute Factory, Napier Road, Kanpur valid for 45 days beyond the period of validity of offer, otherwise their offer would be summarily rejected.

(ii) Only SSI firms registered with DGS&D and NSIC or likely purchasing organization like KVIC / NSIC are exempted for EMD.

5.0 PERFORMANCE SECURITY:

The successful tenderer irrespective of their registration status has to submit performance security in favour of General Manager , Ordnance Parachute Factory, Kanpur in the form of Bank Guarantee/FDR being valid for a period

of at least 18 months duly endorsed by scheduled Indian Bank within 30 days of contract. The amount of the performance security would be 10% of the value of the contract in Indian rupee. Failure to submit performance guarantee may entail cancellation of contract and forfeiture of EMD as well as other actions deemed fit.

6.0 LIQUIDATED DAMAGES:

- 6.1 If the contractor fails to deliver the stores or any installment thereof within the period fixed for such Delivery or at any time repudiates the contract before the expiry of such period, the General Manager may without prejudice to the right of the Purchaser (the factory) to recover damages for breach of contract.
- 6.2 In the event of the seller's failure to have the stores delivered by the date/dates specified in the contract, the buyer may, at his discretion withhold any payment until the whole of the stores 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 undelivered store for each and every week and part of week for which the stores have been delayed subject to maximum of **5%** of the value of delayed store, in case the delay in delivery is acceptable to the buyer.

7.0 PAYMENT TERMS:

7.1 APPLICABLE TO F.O.R SUPPLIES:

- 7.1(i) 90% value of material plus 100% Taxes, Duties if any, will be paid after acceptance in Pre-dispatch inspection of machine at Firm's works and on receipt of machine in safe condition at Purchaser's end against submission of PBG amounting to 10% of contract value and valid till warranty period. Freight charges will be payable on actual against documentary evidence but not exceeding as quoted by the firm and accepted by purchaser.
- 7.1(ii) Balance 10% value of material plus 100% Erection & Commissioning (E&C) charges after successful erection and commissioning of P&M.

7.2 APPLICABLE TO F.O.B SUPPLIES:

- 7.2(i) 90% value of FOB supply, services including training charges at firm's premises, if any, will be paid after acceptance in Pre-Dispatch inspection of machine at Firm's works against dispatch documents i.e bill of lading / airway bill, acceptance certificate by PDI team etc. against submission of PBG amounting to 10% of contract value and valid till warranty period.
- 7.2 (ii) Balance 10% value of FOB supply and services at firm's works plus 100% Erection & Commissioning (E&C) charges after commissioning and final acceptance of P&M at purchaser's end.
- 7.2 (iii) Supply of indigenous item, by foreign supplier would be paid in Rupee currency.

8.0 F.O.R. / F.O.B. :

The Price should be quoted on F.O.R. destination basis by Indian supplier & F.O.B. port of shipment basis by foreign supplier.

9.0 DELIVERY:

The tenderer shall quote his best and earliest delivery so that machine is available at site at the earliest. The time schedule for the delivery of the plant and equipment, Civil Engineering erection and putting into commission should be indicated suitably in the technical bid. The tenderer will submit a BAR CHART in this regard showing detailed activities of erection and commissioning and time schedule thereof for consideration of purchaser.

10.0 INSTALLATION & COMMISSIONING:

- 10.1 Installation & commissioning has to be invariably carried out within stipulated period and period to be indicated by the firm.
- 10.2.1 Only lump-sum charges are to be indicated for installation and commissioning, and also giving break-up for such as cost of Indian / foreign supervisory personnel, consumable materials for erection, supervision cost, for site office, storage, cost of provision of tools and tackles and accommodation and incidental expenses etc. for justification.

11.0 GUARANTEE & WARRANTY OF SUPPLIES:

11.1 Guarantee:-

The supplier should 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 equipments to withstand the mechanical and / or electrical stresses developed therein under specific operating conditions.
- (d) Performance data furnished / specified for the equipment should be actually obtainable when the equipment is installed and tested at site.

11.2 Warranty:-

- (a) The supplier should warranty that the equipment will be in accordance with the specification/ contract suitable in design and workmanship for conditions envisaged in the specification.
- (b) The supplier should warranty that the equipment will be free from defects in design, material or workmanship.
- (c) Supplier's obligations under the warranty, should involve repair, rectification and making good at site and defect, imperfection or fault attributable to defective design, material or workmanship.
- (d) Inspection by purchaser representative at various stages would not relieve the supplier of his obligations under the warranty.
- (e) The Contractor/seller must declare that the good/stores/articles/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 specifications and particulars contained /mentioned in the said goods / stores / articles would continue to conform to this description and quality aforesaid for a period of 12 months from the date of final commissioning of the said goods/stores/articles to the purchaser or 18 months from the date of shipment /dispatch from the contractors works, whichever is earlier and that notwithstanding the facts that the purchaser (Inspector) may have inspected and /or approved the said stores/articles. If during the aforesaid period of 12/18 months the said goods /stores/articles be discovered not conforming to the description and quality aforesaid or not satisfactory performance or have deteriorated, 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 the goods/stores/articles or such portion/portions thereof as is found to be defective within the reasonable period, or such specific period as may be allowed by the purchaser in his discretion on an application made thereon by the contractor/seller and in such an event the above mentioned warrantee period shall be applied to the goods/stores/articles rectify the date of rectification thereof, otherwise ,the contractor/seller shall pay to the purchaser such compensation, as may arise reason of the breach of the warrantee herein contained.

12.0 PRICE EVALUATION:

Price evaluation of technically accepted firms will be done on taking into account the net price of the machine +installation & commissioning charges + training charges, if any excluding cost of spares. The exchange rate prevailing in the date of opening of price bid. Will be taken into account for price evaluation.

13.0 CURRENCY :

If the offer is of imported nature Indian tenderer are permitted to offer against Rupee payment only . For machines of imported nature involving payment in foreign exchange tenders have to be quoted by the foreign manufacturer/supplier directly without associating their Indian agent, if any, on "FOB" basis stating the port of shipment and specific confirmation that quoted price does not include agency commission to any third party. The foreign supplier should mention currency in which the payment is required.

14.0 PERFORMANCE REPORT:

The tenderer will furnish performance report from their reputed / established customers to whom similar machines have been supplied in the past three years otherwise offer will be ignored. The report must indicate the item description, date of supply, order no., value, name of contract person(s) & their telephone and fax nos.

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PART III
GENERAL TERMS & CONDITIONS

1.0 SIGNING OF TENDER :

- 1.1 The tender is liable to be ignored if complete information is not given therein or if the particular and data (if any) asked for in the schedule to the tender are not fully furnished. Special attention must be paid to the delivery date and also the general condition of the contract on the form no DGS&D-68 (revised) (excluding clause 24) as the contract shall be governed by them.
- 1.2 Individual signing the tender or other documents connected with a contract must specify whether he signs as :
- 1.3 "Sole Proprietor of the firm or constituted Attorney of such sole proprietor."
- 1.4 A partner of the firm if it be a partnership firm, in which case he must have authority to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of Attorney.
- 1.5 Constituted Attorney of the firm.

N.B.

- a) In case of 1.4, a copy of the partnership agreement or general power of Attorney in either case attested by a NOTARY PUBLIC, should be furnished unless the same has been previously furnished to this office. General or affidavit on stamped paper of all the partners admitting the execution of the partnership agreement or the general power of Attorney should be furnished.
- b) In case of partnership firms, where on authority to refer disputes concerning the business of the partnership has been confirmed on any partner, the tender and all related documents must be signed by every partner of the firm.
- c) A person signing the tender form or any documents forming the part of contract on behalf of another shall be deemed to warranty that he has authority to bind such other and on enquiry it appears that the person so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies cancel the contract hold the signatory liable for all cost and damages.
- 2.0 Each page of tender, schedule to tender and annexure if any, should be signed and stamped by the tenderer.

3.0 PERIOD FOR WHICH OFFER WILL REMAIN OPEN: Minimum 180 days

- 3.1 Firm tendering should note the period for which it is desired that their offer should remain open for acceptance. If the firm is unable to keep their offer open for the specified period they should specifically state the period for which their offer is open but they must note that such provision may prevent their offer from being considered, provided further in case the day upto which the offer is to remain open happens to be a closed holiday for govt. offices ,including Sunday for this factory.
- 3.2 Quotations qualified by such vague and indefinite expressions as "subject to immediate acceptance"/" subject to prior sale" will not be considered.

4.0 OPENING OF TENDER:

Tenderers are at liberty to be present or authorize a representative to be present at the opening of tender at the time and date as specified in the schedule. The name and address of representative who would be attending the opening of tender on your behalf should be forwarded with a letter of authority along with such representative. The factory reserves the right to change date of opening, which would be intimated to all the tenderers by post/fax/telephone.

5.0 TERMS OF DELIVERY:

- 5.1 The delivery of plant and machinery/services is required by date(s) specified herein before. If however it is not possible for you to effect delivery by the specified date, the tenderer should indicate the date by which he can guarantee delivery of P & M. Time will be the essence of contract and failure to meet the specified/accepted delivery period, will be governed by L.D. clause as per form DGS&D 68 (revised).
- 5.2 The tenderer will be responsible for coordinated delivery and erection of the complete plant, equipment and materials both from out side India and from indigenous sources and he shall ensure deliveries in the sequence in which they will be required for erection.

6.0 TRANSPORTATION, FREIGHT, INSURANCE ETC:
FOR INDIAN SUPPLIERS:

The terms of delivery quoted should be F.O.R. Destination based on transportation by Road on door delivery basis for indigenous plant & Machinery.

The safe delivery is the responsibility of the contractor and contractor should dispatch the stores duly insured if necessary. However Insurance charges will be borne by the contractor.

FOR FOREIGN SUPPLIERS

In case of imported Plant & Machinery terms of delivery should be FOB Port of shipment.

- 7.0 PRICE VARIATION:**
The tenderer offering firm and final prices will be preferred. Where a price variation clause is insisted upon by the tenderer, this will be only in case of foreign offers and limited to exchange variation only.
- 8.0 INSPECTION AUTHORITY :** General Manager, Ordnance Parachute Factory, Napier Road, Kanpur-208 004 or his authorised representative.
- 9.0 INSPECTION PLACE:**
9.1 For final inspection : Ordnance Parachute Factory, Napier Road, Kanpur-208 004
9.2 For pre-dispatch inspection : At firm's premises. The warranty/guarantee certificate has to be furnished at this stage.
- 10.0 PACKING, MARKING & PACKING DOCUMENTS INSURANCE ETC:**
The tenderer should confirm the points in this para that they will accept those in the event of placement of order on them.
- 10.1 Packing:**
Unless a method of packing is indicated in this specification or on the schedule to the tender form, the method of packing which the contractor proposes to employ must be described in the offer form. Contractors are at liberty to quote for additional alternative sizes and description of packs and these must be described in the schedule to tender.
- 10.2 FOR INDIAN SUPPLIERS:**
The Contractor must ensure that sturdy packing is used to withstand rough handling during transit by rail/road. The contractor will be responsible for damage if any.
- 10.3 FOR FOREIGN SUPPLIERS:**
The packing must be such that it is able to withstand the vagaries of weather, shipping and roughest handling by port labourer, cranes and fork-lifts.
The consignments as far as possible be shipped in containers(FCL/LCL).
In case the supplier 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.
- 11.0 MARKINGS: (COMMON FOR INDIGENOUS/IMPORTED MACHINE).**
The following markings on two opposite faces and top side should be stenciled in legible ink on the packing cases containing the consignments at the time of despatch:
- 11.1 Contract No. & Date.
 11.2 Full address of consignee.
 11.3 Port of landing/Rly siding of the consignee.
 11.4 Total No of packages & Sl No. of each packing case.
 11.5 Up right arrow.
 11.6 Gross weight.
 11.7 Special marking for case.
 11.8 Brief nomenclature of equipment.
 11.9 Slings position.
- 12.0 PACKING DOCUMENTS; (COMMON FOR INDIGENOUS/IMPORTED MACHINE):**
The following documents will be kept in the packing case :-
- 12.1 Packing list/invoice.
 12.2 Pre-delivery Inspection certificate.
 12.3 Additional one set shall be dispatched to factory by registered post.
- 13.0 ESSENTIAL SPARE PARTS:**
Firm are required to give a confirmation that the spare parts of the machine will be available for a minimum period of 15 years even if the machine is declared obsolete by them.
- 14.0 INSTALLATION AND COMMISSIONING:**
14.1 Unskilled labourers for unpacking, placing of machine will be provided by OPF. However, installation & commissioning has to be invariably carried out by firm within stipulated period on receipt of hardware.
14.2 If fare is asked for, it should be specific or else OPF will take its own judgment to levy suitable charges towards this count.

- 14.3 The tenderer shall , in his tender , also furnish the complete list without prices of specialized erection tools ,tackles, instruments and appliances that in his opinion will be required in connection with the erection of plant and equipment.
- 14.4 The tenderer shall carefully check the specifications and drawings and shall satisfy himself of the suitability of the equipments and layouts as given in the enclosed specifications and shall take full responsibility for the efficient operations and guarantee of specified output of the Plant and Equipment offered.
- 14.5 **The tenderer shall inspect the site and shall satisfy himself of site conditions and shall collect himself any other information which he may require before submitting the tender. Claims and objection due to ignorance of site conditions will not be considered after submission of the tender.**
- 14.6 The tenderer is at liberty to offer alternative quotations for any modifications he considers advisable giving full reasons in support thereof.
- 15.0 **APPLICATION TRAINING:**
The contractor will train the OPF personnel free of cost for operation and maintenance of the equipment.
- 16.0 **LITERATURE:**
List of documents to be supplied:
- 16.1 Maintenance manuals (Mechanical, Electronics &Electrical)
- 16.2 Installation/Commissioning procedures/documents.
- 16.3 Lubrication charts.
- 16.4 Spare parts manuals.
- 16.5 Test certificates.
- 16.6 Specifications of all types of grease, oils, lubricants etc. required to be used in the equipment indicating International/Indian source of supply of these items.
- 17.0 **EXICSE DUTY:**
- 17.1 If the excise duty and surcharges are applicable, the same must be specifically stated separately. In the absence of any such stipulation it will be presumed that the no such excise duty is payable and no claim for the same will be entertained.
- 17.2 If the item quoted attracts excise duty to be paid extra the same must be specifically stated separately indicating the rate applicable at the time of delivery of P & M. In the absence any such stipulation it will be presumed that no excise duty is payable. No liabilities for payment of excise duty will be devolved upon the purchaser.
- 18.0 **SALES TAX :**
If the item quoted attracts Sales Tax , same should be quoted extra indicating the rate as applicable at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to Sales Tax and the same is payable as per the terms of contract.
- If the item quoted attracts Sales Tax to be paid extra the same must be specifically stated separately. In the absence of any such stipulation it will be presumed that no Sales Tax is payable. No liabilities for payment of Sales Tax will be devolved upon the purchaser.
- 19.0 **LETTER OF CREDIT :**
- 19.1 In case of foreign supplier against payment in foreign exchange L/C will be opened three months before the actual delivery date of machine /store /equipment. However if it is desired by tenderer for opening of L/C earlier, the supplier will have to bear the cost of charges of opening and keeping the L/C valid up to the date of delivery. Any cost arising out of delayed delivery shall be to the account of supplier.
- 19.2 Before opening of L/C firm will confirm regarding obtaining the export license if required.
- 20.0 **MACHINES & SPARES OF IMPORTED ORIGIN:**
In case Indian supplier is quoting for a machine and spares of imported origin he is required to submit the following :
- a) Country of origin certificate for machine and spare parts indicating name and address of Manufacturer.
 - b) Manufacturer's certificate indicating Model, Serial No./ Batch No. and year of manufacture of the machine and part No. in case of spares .
 - c) Bill of lading / airway bill.
 - d) Authorization from foreign principal to quote for such machine.
- 21.0 **NOTICECS ON BEHALF OF PURCHASER :**
Notices and certificates on behalf of the purchaser in connection with the contract may be given by duly authorised officer of the purchaser ,whose name shall be previously communicated in writing to the contractor.
- 22.0 **DEVIATIONS/MODIFICATIONS :**
- 22.1 If the tenderer desires to deviate from the conditions of the contract ,the variation from the documents shall be clearly indicated in the tender. Any deviation from the equipment specification shall also be clearly stated .

- 22.2 The purchaser reserves the right to issue tender documents to clarify , amend , modify , supplement or delete any of the conditions , clauses or items stated in the documents submitted with invitation to tender. Each addendum issued will be distributed to each tenderer or his authorized representative and the addendum so issued shall form a part of the original tender to be revised as required .
- 22.3 The purchaser reserves the right to scale up or down the quantity of the required stores in part or full for the optional item at our discretion.
- 23.0 EXPORT AND CLEARANCE:**
Against such offer if statutory requirement demands clearance from concerned government ,the tenderer should confirm in their offer that export/import license in that respect would be arranged by them.
- 24.0 PRE- INSPECTION:**
24.1 Manufacturers /Contractors, must satisfy themselves that the stores are in accordance with the terms of contract and fully conform to the required specification by carrying out a thorough pre-inspection of each lot before actually tendering the same for inspection to the Inspecting Officer nominated under terms of contract. A declaration by the contractor that necessary pre-inspection has been carried out on the stores tendered , will be submitted alongwith the challan . The declaration will also indicate the method followed in carrying out pre-inspection showing the features checked/tested and will have the test certificate attached to the challan/declaration.
- 24.2 If the Inspecting Officer finds that pre-inspection of consignment as required above has not been carried out, the consignment is liable to be rejected.
- 25.0 PRE-DISPATCH INSPECTION:**
Pre-dispatch inspection at firm premises would be concluded by consignee's representative by bringing their own store. However, other facilities like electricity etc. would be arranged by the firm free of cost . The firm will make necessary arrangement for pre-dispatch inspection to prove the specified performance of the equipment/plant.
- 26.0 DESPATCH INSTRUCTIONS FOR FOREIGN SUPPLIER:**
(a) Mode of dispatch : By Sea
(b) Port of destination : **MUMBAI , INDIA**
The shipping arrangement will be made by the shipping Co-ordination and Chartering Division Ministry of Shipping and Transport, New Delhi 110 001 (Cable Tran chart New Delhi) Telex No. VAHAN NO.2322,2448 and 3104) through their respective forwarding Agent i.e. M/S SCHENKER & CO. 2000 Hamburg-11 P Box No. 110320 Hamburg Cable SCHENKER HAMBURG. Telex 0213094 to whom adequate notice of not less than six weeks about readiness of cargo for shipment should be given by the sellers from time to time for finalizing the shipping arrangement. The bills of lading should show actual (FOB) value of store and should be drawn so as to show shippers : The Government of India
Consignee at Indian Port The Embarkation Commandant
Embarkation Headquarters, Post Box No. 331, MUMBAI-400001 (INDIA)

ULTIMATE The General Manager, Ordnance Parachute Factory, Napier
CONSIGNEE Road, **KANPUR-208 004 (U.P.) INDIA**

Two non-negotiable copies of the bills of lading indicating the freight amount and rebate allowed should be forwarded to the Secretary, Shipping Co-ordination Committee. Ministry of Shipping & Transport, New Delhi, after the shipment of each consignment is offered. The supplier should intimate the consignee/landing officer about the shipment of stores covered under the contract so that it reaches them one month in advance and any case not less than two weeks in advance of the arrival of the vessel. The shipment should be made by INDIAN VESSEL only.
- 27.0 PURCHASE PREFERENCE CLAUSE:**
Provision relating to purchase preference policy as per Government of India, Ministry of Heavy Industries and Public Enterprises, Department of Public Enterprises circular no. DPE/13(12) 2003-FIN. Vol. II dt. 18.07.05 and as amended up to date will be applicable to CPSE.
- 28.0 BATTERY LIMITS:**
For erection & commissioning of plant and machinery, the services like power, water etc. will be supplied by the purchaser at designated place.
- 29.0 CONDITIONS IN CASE OF FOREIGN SUPPLIERS:**
29.1 **PENALTY FOR USE OF UNDUE INFLUENCE:**
The Seller undertakes that he has not given, offered or promised to give, directly or indirectly a gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the buyer or otherwise in procuring the contract or for bearing to do or for having done of forbore to any act in relation to the obtaining or execution of the contract or any other contract which Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government. 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 offence by the Seller or any one employed by him or acting on behalf , as defined in chapter IX of the Indian Penal Code,

- 1860 or the Prevention of Corruption 1947 or any other Act enacted for the prevention of the corruption shall entitle the buyer to cancel contract and all or any other contract with the seller and recover from the seller the amount if any arising from such cancellation. A decision of the buyer or his nominee to the effect that a breach of undertaking has been committed shall be final and binding on the seller.
- 29.2 Giving or offering of any gift, bribe or inducement or any attempt to 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 the decision of the buyer, directly or indirectly, or attempt to influence any Officer/employee of the buyer for showing any favor in relation to this or any other contract shall render the seller to such liability/penalty as the buyer may deem proper, including but not limited to termination of the contract , imposition of penal damages, forfeiture of the bank guarantee and refund of the amount paid by the buyer.
- 29.3 **AGENTS/AGENCY COMMISSION:**
The seller confirms and declares to the buyer that the seller is the original manufacturer of the stores referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or un-officially , to the award of the contract to the seller nor has any amount been paid, promised or intended to be paid any such individual or firm in respect of any such intercession, facilitation or recommendation. The seller agrees that if it is established at any time to the satisfaction of the buyer that the present declaration is in any way in-correct or if at a later stage it is discovered by the buyer that seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person , party , firm or institution ,whether before or after the signing of this 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 minimum period of five years. The buyer will also have a right to consider cancellation of the contract either wholly or in part, without entitlement or compensation to the seller who shall in such event be liable to refund any payment made by the buyer in terms of the contract alongwith the interest @ 2% per annum above the LIBOR rate. The buyer will also have the right to recover any such amount from any contract(s) concluded earlier with the Government of India.
- 29.3 **ACCESS TO THE 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 clause relating to agent/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 document/information.
- 29.4 **ARBITRATION CLAUSE (FOR FOREIGN SUPPLIER) :**
- 29.4.1 All disputes or differences arising out of or in connection with the present contract, including the cases connected with the validity of the present contract or any part there of , shall be settled by bilateral discussions.
- 29.4.2 Any dispute, disagreement or any question arising out of or relating to this contract or relating to the construction or performances (except as to any matters the decision or determination whereof is provided for by these conditions), which cannot be settled amicably shall within 60 days or such longer period as may be mutually agreed upon from the date on which either party informs the other in writing by a notice that such dispute , disagreement or question exists will be referred to the Arbitration Tribunal consisting of three Arbitrators.
- 29.4.3 Within 60 (Sixty) days of receipt of the said notice, one Arbitrator shall be nominated in writing by the SELLER and One Arbitrator shall be nominated in writing by the BUYER.
- 29.4.4 The third 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 mutual consent of the parties within 90(Ninety) days of the receipt of the notice mentioned above failing which the third Arbitrator may be nominated by the President of the International Chamber of Commerce at the request of either party but the said nomination would be after consultation with both the parties and shall preclude any citizen or domicile of any country as mentioned above from being so nominated. The Arbitrator nominated under this clause 4 shall not be regarded nor would act as an Umpire.
- 29.4.5 The Arbitration Tribunal shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.
- 29.4.6 The Arbitration proceedings shall be conducted in India in English language under the Indian Arbitration and Conciliation Act , 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
- 29.4.7 The decision of the majority of the Arbitrators shall be final and binding on the parties to this contract.
- 29.4.8 Each party shall bear it's own cost of preparing and presenting its case. The Seller & Buyer shall share the cost of Arbitration including the fees and expenses of the third Arbitrator equally.

- 29.4.9 In the event of a vacancy caused in the office of any of the Arbitrators, the party 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.
- 29.4.10 In the event of one of the parties failing to nominate its Arbitrator within 60(Sixty) days as above or if any of the parties does not nominate another Arbitrator within 60(Sixty) days of the place of Arbitrator falling vacant, then the other party shall be entitled after due notice of at least 30(Thirty) days to request the President of the International Chamber of Commerce to nominate another Arbitrator as above.
- 29.4.11 If the place of the third Arbitrator falls vacant, his substitute shall be nominated according to the provisions herein above stipulated.
- 29.4.12 The parties shall continue to perform their respective obligations under this contract during the pendency of Arbitration Proceedings except in so far as such obligations are the subject matter of the said Arbitration Proceedings.

30.0 ARBITRATION CLAUSE (FOR INDIAN SUPPLIERS):

- (a) All the disputes and difference arising out of or in any way touching or concerning this agreement (except those for which specific provision has been made therein) shall be referred to Sole Arbitrator to be appointed by Director General Ordnance Factories, Government of India. The Arbitrator so appointed shall be a Government servant who had not dealt with the 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 for the time being or a Govt. Servant appointed by him the appointed shall not e Govt. Servant who had dealt with the matters to which this agreement relates and that in the course of his duties as Govt. Servant he had not expressed views on all any of the matter in dispute or difference. The Award of the Sole Arbitrator shall be final and binding on the parties.
- (b) The Arbitration shall be as per Arbitration Act 1996 or any statutory modification thereof.
- (c) The venue of Arbitration shall be OPF Kanpur

31.0 TAX DEDUCTION AT SOURCE:

Income Tax in India shall be borne by the contractor. The contractor will be responsible to furnish Income authorities as required under Indian Income Tax Act, in the case of non-resident companies, they must produce a clearance certificate from the Income Tax Authorities failing which deduction at the rate of 10% of installation & commissioning charges shall be made out of every bill to cover liability under the Indian Income Tax act, from all payments made to such non-resident companies. This rate of deduction shall continue unless a proper clearance from the Income Tax authorities is furnished to the purchaser. (According to the present Income Tax laws, no part of the profits attributable to the FOB supplies of the goods will be deemed to accrue or arise in India and accordingly there will be no tax liability in respect thereof on the non resident contractors.

32.0 BOOK EXAMINATION CLAUSE :

The Contractor shall whenever required, procedure or cause to be produced for examination by any Government Officer including an officer of the Purchaser authorized in that behalf any cost or other account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document in and also furnish information and return verified in such manner as may be required in any way relating to the execution of this contract (the decision of such Government Officer on the question of relevancy of any document, information of any document, information or return being final and binding on the parties).

The obligation imposed by this clause is without prejudice to the obligations of the contractor under any statute, rules or orders bindings on the contractor.

The Contractor shall, if the authorized Government Officer so require (whether before after the prices have been finally fixed, afford facilities of the Government Officer concerned to visit the Contractor's works for the purpose of examining the processes of manufacture and estimating or ascertaining the cost of production of the articles. If any portion of the work be carried out by a sub-contractor or any subsidiary of allied firm or company, the authorized Government Officer shall have power to secure that the books of such sub-contractor or any subsidiary or allied firm or company shall be open to his inspection.

- 33.0 JURISDICTION:** All disputes are subject to Kanpur jurisdiction.

(KAILASH PRASAD)
JT. GENERAL MANAGER
FOR GENERAL MANAGER

ENCLOSURE TO OPEN TENDER ENQUIRY NO. EO/OT/04/RR/OPF (2009-10) DT. 24 .03.2009 TO BE OPENED ON 11.06.2009 AT 14 30 HRS.

FINANCIAL BID FORMAT

Sl. No.	Price Elements	Amount in Rs/FE
1.1	Basic Price of machines	
1.2	Custom duty @	
1.3	Excise duty @	
1.4	Central Sales Tax / UP Trade Tax @	
1.5	Development Tax @	
1.6	Other duties /taxes (If any)	
1.7	Prices of Accessories including duties /taxes	
1.8	Packing and forwarding charges with duties /taxes	
1.9	Freight charges	
2.0	Transportation charges	
2.1	Installation & Commissioning charges with Service tax (If any)	
2.2	Total price of spare parts with duties / taxes	
3	In case of items of Imported origin with F.O.B. Delivery, the supplier must indicate, gross weight and gross volume of the consignment for assessment of freight charges in their offer.	

➡ The above format is a enclosure of Financial Bid only but rates of all Taxes & duties should also be quoted in Technical Bid.

ENCLOSURE TO OPEN TENDER ENQUIRY NO. EO/OT/04/RR/OPF(2009-10) DT.24.03.2009 TO BE OPENED ON 11. 06.2009 AT 14 30 HRS.

COMPLIANCE STATEMENT

Para of Tender Enquiry and required specification			Compliance to TE specification Yes or No.	In case of non-compliance, deviation from Tender specification to be indicated.
<u>NOMENCLATURE:-</u> FOUR NEEDLE FLAT BED LOCKSTITCH INDUSTRIAL SEWING MACHINE				
QTY. – 25 NOS.				
A) <u>TECHNICAL DETAILS:-</u>				
01.	Description of Machine	Four Needle Flat Bed Lockstitch Industrial Sewing Machines.		
02.	Application	Machine should be capable of performing parallel lock stitches on light to medium fabric of man dropping/supply dropping parachutes and to join four or more segments of light weight nylon fabric/medium cotton cloth cut straight (selvage) or bias by four rows of Parallel Stitches. It should be equipped with puller feed to feed fabric/segment uniformly.		
03.	Sewing speed	2600 SPM or More		
04.	Needles	Four Needles		
05.	Needle Size	19		
06.	Feed	Drop feed with Puller feed. Optional - Digital Puller Feed Mechanism to be quoted separately.		
07.	Hook	Vertical Axis Standard Hook / Vertical Axis Large Hook		
08.	Maximum Stitch Length	3.6 mm		
09.	Pressure Foot Height	(iii) With hand lifter – 4.0 mm. (iv) With knee lifter – 9.6 mm.		
10.	Lubrication	Automatic / Semi Automatic		
11.	Needle Gauge	6.4 mm 9.6 mm 6.4 mm		
i)	Least distance between rows of stitching (Needle gauge) - 6.4 mm (1/4") approx and Greatest distance between outside rows of stitching (needles gauge) 19.2 mm (3/4") approx.			
ii)	Provision for easy quick change over of conversion kit ranging from 19.2 mm to 22.4 mm.			
iii)	Conversion Kit to be quoted separately			
	6.4 mm 6.4 mm 6.4mm 2. 6.4mm 9.6mm 6.4 mm			
	TOTAL : 19.2MM TOTAL : 22.4MM			
12.	Electric Motor	Electric motor clutch type of suitable HP totally enclosed/dirt free fitted with suitable bearings for operation on 400/450 volts, 3 phase, 50 cycles AC supply with suitable push button starter having No Volt Coil and over load cut of device. The motor should be suitable for operation under tropical climate and ambient temperature of 48 Degree C. The motor should be supplied with suitable steel pulley and V belt . Necessary		

		arrangements of tightening the belt should also be provided. The drive should be integrated clutch coupling type.		
13.	Stand and table	Modern design pressed steel stand with laminated decorative surfacing of the non-stain, non-scratch, heat resistance type, table top size width 60 cms, length 152 cms, height 79 cms (adjustable) and thickness of the table top 4 cms rectangular shape alongwith drawers.		
14.	Country of origin :			
i)	The Machine should be latest model from Internationally standard / reputed manufacturer of BROTHER / SINGER / PFAFF / SEIKO/ ADLER / JUKI / RECCE / SUNSTAR.			
ii)	The supplying firm is required to furnish Country of Origin certificate at the time of supply.			
iii)	The tenderer must furnish the original ink signed authorization letter of dealership / distributorship from the manufacturer.			
iv)	The tenderer should quote on behalf of only one manufacturer. The offer of the firm quoting on behalf of more than one manufacturer will not be considered at all.			
15.	GENERAL			
i)	There shall be no stitch defect at the start and uniform tightness of forward and backward stitches.			
ii)	The change of needle gauge shall be easy and quick.			
iii)	The wearing parts shall be readily accessible for easy maintenance and moving parts in totally covered by easily removable cover for safety.			
iv)	The machine shall be provided with stitch length regulator achieving different stitch lengths within limits as per requirement.			
v)	The machine shall be equipped with Puller feed mechanism behind pressure foot. (Optional - Digital Puller feed mechanism			
vi)	Machine shall be supplied with all standard accessories.			
vii)	Automatic Lubrication system should ensure no oil leak, enabling the gauge change free from oil.			
viii)	Machine should be complete with stand, table top & 3 phase 400v-50 Hz motor.			
ix)	Machine should be provided with required safety guard for all running parts.			
x)	Machine should be sturdy enough to withstand stress resulting from speed of machine. The machine should have uniform and efficient performance during continuous operations usually occurring in the sewing industry.			
xi)	The supply of usual spares during the service life of the machine should be ensured without difficulty.			
xii)	Machine should be fitted with device to regulate the feed well with locking arrangements so that stitch length should not be disturbed while stitching.			
xiii)	Machine should be supplied complete with standard accessories.			
xiv)	List of spare parts and needles for two years running maintenance should be forward alongwith Technical Bid and their Price should be quoted in Price Bid indicating cost of each spare parts.			
xv)	Illustrated spare parts catalogue and maintenance Hand book in triplicate to be supplied with machine. Technical Catalogue in Original should be attached with Technical Bid.			
	NOTE:			
i)	Model offered would be demonstrated at users premises by the tenderers free of cost and without any obligation for performance assessment.			
ii)	The offer should be accompanied with the certificate issued by Govt. agency certifying the Principal is a Manufacturer & Brand is manufactured in the country of origin.			
A.	SAFETY OF ENTIRE SYSTEM : - The entire system should have comprehensive safety feature covering following areas :			

1.	Noise –Normal		
2.	Mechanical Safety.		
3.	Electrical Safety.		
4.	Safe distance for mechanical hazards.		
B)	The supplier must unambiguously bring out that the offer is complete in all respects.		

CLAUSE NO.	COMMERCIAL AND GENERAL TERMS & CONDITIONS:		
PART II 3.0 i) & iii)	i) THE PRICES HAVE BEEN QUOTED IN ACCORDANCE WITH THE FINANCIAL BID FORMAT ENCLOSED AS ANNEXURE –‘A’ WITH TENDER DOCUMENT. ii) THE RATE OF ALL THE TAXES & DUTIES MUST BE MENTIONED IN TECHNICAL BID.		
PART II 3.0v &vi	INSTALLATION/COMMISSIONING /FRIEGHT/PACKING CHARGES, IF ANY.		
PT II 4.0	EMD SUBMITTED. DETAILS OF EMD i.e. DEMAND DRAFT/FDR & DATE, VALIDITY AND BANKER’S NAME FURNISHED IN THE QUOTATION		
PT II 5.0	SUBMISSION OF PERFORMANCE SECURITY @ 10% AGREED.		
PT II 6.0	LIQUIDATED DAMAGES CLAUSE ACCEPTED.		
PT II 7.0	PAYMENT TERMS OF THE TENDER ACCEPTABLE.		
PT II 8.0	DELIVERY & PRICES ON F.O.R. BASIS (BY INDIAN SUPPLIER) / F.O.B.(BY FOREIGN SUPPLIER)		
PTII 10.0	INSTALLATION & COMMISSIONING INSTALLATION & COMMISSIONING PERIOD 15 DAYS.		
PT II 11.1	12 MONTHS GUARANTEE/WARRANTEE.		
PT II 13.0	PRICES QUOTED IN RUPEE / FOREIGN EXCHANGE.		
PT II 14.0	PERFORMANCE REPORT FROM REPUTED /ESTABLISHED CUSTOMERS REGARDING SIMILAR MACHINE SUPPLIED TO THEM DURING LAST THREE YEARS ENCLOSED.		
PT III 3.0	VALDITY OF OFFER - 180 DAYS.		
PT. III 5.0	DELIVERY: WITHIN 90 DAYS.		
PT III 7.0	PRICES ARE FIRM AND FINAL.		
PT III 9.0	INSPECTION AT OPF/PRE DESPATCH INSPECTION.		
PT III 13.0	CONFIRMATION FOR AVAILABILITY OF SPARES FOR NEXT 15 YEARS DETAILS OF TWO YEARS MAINTENANCE SPARE PARTS AND QUANTITY QUOTED IN TECHNICAL BID. THEIR PRICES QUOTED IN PRICE BID.		
PT III 30.0	ARBITRATION PROCEEDINGS CLAUSE ACCEPTED		
PT III 33.0	DISPUTE SUBJECT TO KANPUR JURISDICTION CLAUSE ACCEPTED		
	RETURN OF TENDER DOCUMENTS DULY EACH PAGE STAMPED AND SIGNED		
	TENDER DOCUMENTS FEE PAID.		
	MANUFACTURER’S INK SIGNED AUTHORISATION CERTIFICATE FURNISHED		

SIGNATURE OF AUTHORISED
REPRESENTATIVE OF THE FIRM WITH SEAL

N.B.:

- i) Please indicate YES/NO clearly. Also furnish details wherever required. Please note that the offer deviating from Tender Terms and Conditions is likely to be ignored at Technical evaluation stage. The offer should therefore be complete.
- ii) The offer must be accompanied duly filled compliance statement, otherwise the offer is likely to be ignored.