

आयुध निर्माणी खमरिया  
म्यूनिशंस इंडिया लिमिटेड की इकाई  
भारत सरकार का उद्यम  
रक्षा मंत्रालय  
जबलपुर- 482005 (म.प्र.)



Ordnance Factory Khamaria,  
Unit of Munitions India Ltd.  
Govt. of India Enterprise,  
Ministry of Defence  
Jabalpur- 482005 (M.P.)

दूरभाष/ PHONE No. 0761-2337021-30

FaxNo.:0761-2337301 & 2430202

Email id: ofk@ord.gov.in

**ANNEXURE- A**

**BANK GUARANTEE FORMAT FOR FURNISHING EMD**

Whereas..... (hereinafter called the "tenderer") has submitted their offer dated .....for the supply of..... (hereinafter called the "tender" know all men by these presents that we..... of.....having our registered office at..... (hereinafter called the "bank" are bound unto.....in the sum of..... (hereinafter called the "Purchaser") for which payment will be truly to be made to the said purchaser, the bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said bank this.....day of.....20.....

**THE CONDITIONS OF THIS OBLIGATION ARE:**

- 1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of the tender.
- 2) If the tenderer having been notified of the acceptance of his tender by the purchaser during the period of its validity.
  - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
  - b) Fails or refuses to execute the contract.

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

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

.....  
(Signature of the Bank)

CIN No. U2919OPN2021GOI203505

पंजीकृत पता: गोला बारूद निर्माणी खडकी, पुणे- 411 003. (महाराष्ट्र)

Regd. Address: Ammunition Factory, Khadki, Pune-411003 (Maharashtra).

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Corporate Office Address: 2<sup>nd</sup> Floor, Nyati Unitree, Nagar Road, Yerwada, Pune - 411 006 (Maharashtra)

दूरभाष सं/ Phone No. 020-67080400, Email - [mil-pune@munitionsindia.in](mailto:mil-pune@munitionsindia.in) Website: <https://munitionsindia.in>

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**ANNEXURE-B**

### **COMPLIANCE STATEMENT**

(Firm should submit compliance statement along with bid.)

Clause No.	Commercial & General Terms.	Compliance to TE Specification (Yes/No)	If not complied, Specify deviations
1	Whether the offered store is as per specifications of item / components / store mentioned in TE.		
2	Firm has quoted for full quantity of tender enquiry.		
3	The goods supplied shall be of current year of manufacture.		
4	Delivery Period as per mentioned in TE is acceptable.		
5	Inspection by GM/OFK or his authorized rep.		
6	PDI at firm premises is acceptable.		
7	Guarantee/ Warranty Clause accepted.		
8	Validity of offer-as per tender. (180 days)		
9	Delivery Term & Prices as per para 9		
10	Quality of item/component / store		
11	Special note (a, b, c, d, e, f, g, h, I, j, k, l, m, n )		
12	Agents / Agency Commission Clause accepted.		
13	Access to Books of Accounts Clause accepted.		
14	Agreed for condition of Non-disclosure of Contract documents		
15	Non Bribes Clause accepted		
16	Pre-despatch inspection (PDI) accepted.		
17	Joint Receipt Inspection (JRI) accepted.		
18	Risk Purchase Clause accepted		
19	Classified /Confidentiality Clause accepted		
20	Intellectual Property Right Clause accepted		
21	Force Majeure Clause accepted		
22	Immunity to Govt of India Clause accepted		
23	Termination Clause accepted		
24	Appropriation Clause accepted		
25	Product Liability Clause accepted		
26	Indemnity against Patent rights accepted		
27	Export License Clause accepted		
28	Amendment & Waiver Clause accepted		
29	Exit Criteria Clause accepted		
30	Insolvency Clause accepted		
31	Packing conditions Clause accepted		
32	Jurisdiction Clause accepted.		
33	Payment Terms of the TE acceptable.		
34	Liquidated Damages Clause accepted.		
35	Arbitration Clause accepted.		
36	Agreed for Submission of Performance bond.		
37	Agreed for Option Clause as mentioned in TE.		
38	Pre-Integrity Pact Clause accepted.		
39	Agreed for Submission of EMD.		
40	Double Taxation Avoidance Agreement (DTAA)		
41	Acceptance to General condition clause a, b, c, d & e.		

**(Signature of bidder)**

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ANNEXURE-C

### PERFORMANCE BANK GUARANTEE FORMAT

From:

Bank \_\_\_\_\_

To,

**The Chief General Manager**

Ordnance Factory Khamaria, Jabalpur- 482005

A Unit of Munitions India Limited

Government of India Enterprises

Ministry of Defence, New Delhi (India)

Dear Sir,

Whereas you have entered into a contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the said Contract) with M/s \_\_\_\_\_, hereinafter referred to as the "seller" for supply of goods as per Part-II of the said contract to the said seller and whereas the Seller has undertaken to produce a bank guarantee for (5%) of total Contract value amounting to \_\_\_\_\_ to secure its obligations to The Chief General Manager Ordnance Factory Khamaria/ MIL Unit. We the \_\_\_\_\_ bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the seller that, in the event that The Chief General Manager Ordnance Factory Khamaria/ MIL Unit declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all and any sum up to a maximum of \_\_\_\_\_ Rupees \_\_\_\_\_ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

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

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

4. This guarantee shall remain valid for ..... months from the date of JRI acceptance of test consignment in India or until all the store, spares and documentation have been supplied according to the contractual obligations under the said contract.

5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

6. This guarantee shall be a continuing guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of M/s \_\_\_\_\_

(Bank name with seal sign and date)

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**ANNEXURE-D**

### **PRE- CONTRACT INTEGRITY PACT**

(For cases valuing above Rs. 5 Cr)

General:

1. Whereas the GM/Sr.GM, hereinafter referred to as the Buyer and the first party, proposes to procure (Name of the Store/ Equipment), 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 a Departmental Organization under MIL, Ministry of Defence, Government of India Enterprises.

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.

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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.

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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.

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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 behavior) 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), while 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.

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(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 favored 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):

CIN No. U29190PN2021GOI203505

पंजीकृत पता: गोला बारूद निर्माणी खडकी, पुणे- 411 003. (महाराष्ट्र)

Regd. Address: Ammunition Factory, Khadki, Pune-411003 (Maharashtra).

निगमित कार्यालय पता: दूसरी मंजिल, न्याति यूनिट्री, नगर रोड, येरवडा, पुणे- 411 006 (महाराष्ट्र)

Corporate Office Address: 2<sup>nd</sup> Floor, Nyati Unitree, Nagar Road, Yerwada, Pune - 411 006 (Maharashtra)

दूरभाष सं Phone No. 020-67080400, Email - mil-pune@munitionsindia.in Website: <https://munitionsindia.in>



आयुध निर्माणी खमरिया  
म्युनिशंस इंडिया लिमिटेड की इकाई  
भारत सरकार का उद्यम  
रक्षा मंत्रालय  
जबलपुर- 482005 (म.प्र.)



Ordnance Factory Khamaria,  
Unit of Munitions India Ltd.  
Govt. of India Enterprise,  
Ministry of Defence  
Jabalpur- 482005 (M.P)

दूरभाष/ PHONE No. 0761-2337021-30

FaxNo.:0761-2337301 & 2430202

Email id: ofk@ord.gov.in

Name: Shri RajendraKalla, CES (Retired)  
Address: 16 Munirka Enclave,  
Opp. Vasant Vihar Bus Depot,  
New Delhi- 110067  
Email ID- rajendra432000@yahoo.co.in  
Mobile No. 9167839661

12.2 As soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the CGM/Sr.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 extend up to 5 years or the complete execution of the contract to the 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 Khamaria  
Witness:

Chief Executive Officer  
Name of Firm:  
Witness:

1. \_\_\_\_\_  
2. \_\_\_\_\_

1. \_\_\_\_\_  
2. \_\_\_\_\_

CIN No. U29190PN2021GOI203505

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