

Sub: GLOBAL TENDER ENQUIRY No. 02725/PROPELLANT 6/7/VII/PV/OFK Dated: 08/11/2025.

The Chief General Manager, Ordnance Factory Khamaria, A Unit of Munitions India Ltd., Govt. of India Enterprise, Ministry of Defence, Jabalpur invites tender in **Two bid (technical and price bid each separately)** for the following stores as per terms and conditions given below table-I. Please submit your detailed online bid / quotation along with technical details i.e. specifications applicable for the stores on or before the Bid closing date 29/11/2025 up to 14:30 hrs (IST). After submission of the Technical Bid till closing date, the Price Bid for the technically suitable firms will be opened thereafter.

Note: Bidders should submit through E-mail (ofkpv4@ord.gov.in) with a condition that the bid submitted against the technical offer and price offer shall be submitted separately and in the password protected file format (PDF).

TABLE-I

S. NO.	NOMENCLATURE	UOM	QUANTITY REQUIRED
1.	PROPELLANT POWDER 6/7 for 30MM BMP-II HEL.	KG	220000.00

S. No.	TERMS & CONDITIONS	DESCRIPTION
1	NOMENCLATURE OF ITEM /STORE	As per Table-I
2	QUANTITY	
3	ACCEPTABLE YEAR OF MANUFACTURE	The goods supplied shall be of current manufacture year. Quality/ Life certificate will need to be enclosed by the Seller along with the Shipping documents.
4	DELIVERY REQUIRED	Delivery period shall be within 12 months for 1 st consignment of half quantity (i.e. 110 MT) and 18 months for the 2 nd consignment of the remaining half quantity (i.e. 110 MT) i.e. total procurement quantity being of 220 MT, from the effective date of contract (signing of supply order by both parties).
5	INSPECTION BY	CGM/OFK or his authorized authority.
6	PLACE OF INSPECTION	At firm premises before dispatch. However consignee will reserve right to depute or not to depute PDI team subject to submission of quality documents, test report, guarantee/ warrantee certificate etc.
7	WARRANTY	18 months from the date of dispatch or 12 months from the date of acceptance whichever is later.

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

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

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All the Stores supplied shall be warranted against any defect in material, Workmanship, defective design, materials and non-conformance to intended performance, manufacturing defects, or dimension etc., and the seller shall remedy such defects at his/her own cost or replace free of charge such stores when called upon to do so. (b) The seller cannot absolve their responsibility for warranty of material even though it is inspected & approved by Inspection authority. (c) In case of defective Stores which need to be re-exported for repairs to the manufacturer's works, To & Fro freight, insurance charges & custom duty for replacement have to be borne by the seller. (d) During warranty period any equipment or component thereof supplied by the seller, suffers due to defective material and or due to improper design and or due to defective drawing or due to faulty workmanship the seller will assume full responsibility of rectification of such defective equipment or component thereof including direct expenses related to removal and re-positioning of the replacement/repaired equipment or component thereof and subsequent test & trial, incurred thereon without any financial implication to Buyer. (e) In the event Buyer desires to have extension of Warranty period beyond the stipulated period, as above, the seller shall quote for the same (on monthly basis) for the period of such extension. (f) If the defects intimated during the Warranty period are not remedied within a reasonable / stipulated time, the Buyer may proceed to rectify the defects at the seller's risk and cost, but without prejudice to any other rights which the Buyer may have against the Seller in respect of the failure of the Seller to remedy such defects. (g) In the event of Seller's failure to attend the Warranty defects within a reasonable period of time, the Performance Bank Guarantee will be encashed by the Buyer. The Buyer's decision shall be final and binding on Seller in this regard. (h) All packing, forwarding, insurance and delivery charges arising against this would be borne by the Seller. The guarantee period would be extended by equivalent period for which the material is not available for the repaired parts, which were repaired & replaced during the Warranty period. The Warranty is subject to proper preservation, maintenance, storage, handling and usage of equipment by Buyer & Buyer's customer and does not cover repairs carried out without the prior consent of the seller / seller rep. (i) Warranty calls needs to be attended within 1 week. Warranty of the stores will be extended by residual period.

8 **OFFER VALIDITY** Firm to give validity of their offer for minimum 180 days

9 **FIRM SHOULD QUOTE FOR:**

CIF/CIP - port of Cochin/Mumbai.

Price: The rates offered shall be 'Firm & Fixed' with full and detailed breakup of various applicable cost elements like Basic Price, packing charges, freight/ transport, forwarding charges, handling charges, landing & clearing charges, installation & commissioning, training, technical assistance, etc.; and duly indicating all the applicable Taxes & Duties along with the relevant taxation rate and value for each of the applicable Tax/ Duty, till the execution of the total quantity on the order. To facilitate assessment of reasonability of price quoted, the Bidder shall indicate

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split-up details of the cost elements of the Basic price. No increase shall be permissible on any account after finalization of the order / till delivery of total quantity of the order.

Seller should clearly mention whether the prices hold good when the full quantity of enquiry is not ordered but only a part of it. Unless otherwise mentioned, it would be assumed that the rates hold good even when lesser quantities than those enquired of are ordered. Any increase in prices at a later date for ordering lesser quantities will not be agreed to. (The applicable Rules & Regulations for delivery & transportation of Stores from foreign countries shall be as per the contemporary version of International Commercial Terms (INCOTERMS)).

10 **QUALITY:** The quality of the stores offered shall strictly comply with the technical parameters contained in the Technical Specifications & its related standards and shall be new & of current manufacture. The mode of Inspection may be Buyer's Inspection/ Joint Inspection/ Self certification. The inspection of the stores may be Pre-dispatch Inspection (and/ or) Joint Receipt Inspection/Buyers Receipt Inspection to check their compliance with the Technical Specification.

11 **SPECIAL NOTE:** The following documents to be supplied by the firm while dispatch the consignment:

- The supply required should be of current production with year of manufacturer Lot No. and its shelf life mentioned.
- ACM of propellant lot wise along with its ballistic report and Lot-wise quantity against each propellant lot.
- Laboratory test report (Chemical) including closed vessel test and calorimetric value test of propellant lot-wise.
- Detailed firing test report of propellant i.e. Initial Charge assessment, confirmatory and temperature coefficient- lot wise clearly indicating charge mass.
- Details of standard lot used for comparison including its ballistics.
- Gram equivalent data.
- Test certificate physical and chemical test report including evidence of other specified static and dynamic testing.
- Quality Assurance Documents (QAD) reports.
- Firm guarantee/ warranty certificates.
- Certificate of Origin.
- Packing details with lot wise and quantity in each package.
- Additional Lot-wise firing for confirmatory proof may be done after receipt of consignment at Ordnance Factory Khamaria as per requirement.
- In case of variations between firing data received from OEM vis-à-vis firing data observed after receipt of consignment at Ordnance Factory Khamaria, data recorded based on firing at buyer's end and subsequent sentencing of the Lot will be treated as final.
- Any other relevant test report/ quality document required by Inspector to be provided by the firm.

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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

12	AGENTS / AGENCY CLAUSE : The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor / stockiest of original manufacturer or Govt. Sponsored / Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEM's of the stores referred to in this offer / contract / Purchase order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the contract / purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to 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 incorrect or if at a later stage it is discovered by the Buyer that the 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 / purchase order, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the Buyer in terms of the Contract / Purchase order along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier with Buyer.
13	ACCESS TO BOOKS OF ACCOUNTS: In case it is found to the satisfaction of the Buyer that the Bidder has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Bidder, on a specific request of the Buyer, shall provide necessary information / inspection of the relevant financial documents / information.
14	NON-DISCLOSURE: Except with the written consent of the Buyer/Bidder, the other Party shall not disclose the TE or consequent Contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
15	NON BRIBES: The Seller undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or for borne to do 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 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 offers by the seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the seller and recover

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	from the seller the amount of any loss arising from such cancellation. A decision of the buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller.
16	PRE-DISPATCH INSPECTION (PDI): The Buyer will send his authorized representative(s) to attend the PDI. The Seller shall intimate the Buyer at least 45 days before the scheduled date of PDI. The time required for completing visa formalities by the Seller should not be included in this notice. The list of Buyers Representatives along with their details like, Name, title, date & place of birth, passport number (including date of issue & expiry), address, etc., shall be communicated to the Seller, by the Buyer, reasonably in advance of the PDI date. Upon successful completion of such PDI, the Seller and Buyer will issue a Certificate of Conformity in the specified format. In case of unsatisfactory performance of the stores during check proof/ consignee end inspection or during the actual use, the entire consignment will be liable for rejection and the supplier will have to replace the consignment FREE OF COST including freight charges. The Buyer reserves the right not to attend the PDI or to request for postponement of the beginning of the PDI in order to allow his representative(s) to attend such tests, in which cases he shall inform in writing the Seller within 15 days before the date of the beginning of the PDI. Should the Buyer request for such postponement, liquidated damages, if any, shall not apply for such period of postponement. In case the Buyer informs the Seller within the period mentioned herein above that he cannot attend the PDI or in case the Buyer does not come at the postponed date requested by him for performance of the PDI as mentioned above, the Seller shall be entitled to carry out said tests alone as scheduled. The Certificate of Conformity and the Acceptance Test Report shall be signed by the Sellers Quality Assurance Representative alone, which will have the same value as if they were signed by both the Parties. In case Buyer does not elect to attend the PDI, the same shall be intimated to the Seller in writing. The Seller shall provide all reasonable facilities, access and assistance to the Buyers Representatives for safety and convenience in performance of their duties in the Sellers country. All costs associated with the stay of the Buyers PDI Representative (s) in the country of PDI, including travel expenses, boarding & lodging, accommodation, daily expenses shall be borne by the Buyer.
17	JOINT RECEIPT INSPECTION (JRI): The Joint Receipt Inspection (JRI) of delivered goods shall be conducted jointly by the Buyers Representative (s) and the Sellers Representative (s), on arrival in India, at the location to be nominated by the Buyer. JRI shall be completed within Sixty days of arrival of good at the Consignee Port. The JRI shall consist of: <ul style="list-style-type: none"> a) Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in this contract and the invoices. b) Complete functional checking of the stores as per specifications in the contract and as per procedures and tests laid down by Buyer. c) Check proof and firing, if required. d) Any other checks (to be specified) The Buyer shall give the Seller a prior notice of at least fifteen (15) days for attending the JRI. The bio-data of the Sellers Representatives shall be communicated at least fifteen (15) days prior to the dispatch of goods to the Buyer for obtaining necessary security clearance, etc. Upon completion of each JRI, the JRI proceedings and Acceptance Certificate shall be jointly signed by the Buyers Representative (s) and the Sellers Representative (s). In case the Seller does not depute his Representative for JRI on the scheduled date, then the Buyer Representative (s) shall carryout the

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	Inspection alone and the same shall have the effect of the regular JRI and shall be fully binding on the Seller. Copy of the JRI proceedings and Acceptance Certificate shall be dispatched to the Seller within 30 days of completion of the JRI. In case of deficiencies in quantity and (or) quality or defects, details of these shall be recorded in the JRI proceedings, however, Acceptance Certificate shall not be issued. Further, necessary claims shall be raised by the Buyer as per the Article on Claims in the contract.
18	RISK PURCHASE : <ol style="list-style-type: none"> If the equipment / article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Buyer or not meeting the required quality standards, the Buyer shall be at liberty, without prejudice to the right of the Buyer to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Seller at the prevailing bank rate of interest. The Buyer shall also be at liberty to purchase, manufacture or supply from stock as it deems fit, other articles of the same or similar description to make good such default and or in the event of the contract being terminated, the balance of the articles remaining to be delivered there under at the risk & cost of Seller. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract Price shall be recoverable from the Seller.
19	CLASSIFIED/ CONFIDENTIALITY: The conditions are as follows:-
a	This Contract and its annexure(s) shall be treated as confidential by the Parties and their officers and employees.
b	Unless otherwise specified herein, neither Party or any of their affiliated companies shall make any news release, public announcement, advertisement, denial or confirmation, disclose of some or any part of this Contract or transactions contemplated under this Agreement to any third party without the prior consent of the other Party.
c	The Party Disclosing information is termed as Disclosing Party and the Party receiving information is termed as Receiving Party, Each Party undertakes: i) to keep the other Party's Confidential Information confidential using the same degree of care as the receiving Party uses to protect its own Proprietary Information against public disclosure but in no case any less degree than reasonable care; and ii) not to make any disclosure of the other Party's Confidential Information to any third party and to use the same only for the Purpose; and iii) not to make any copies of the other Party's Confidential Information, or translation or transfer of the same to other documents or media nor to disseminate the same within its own organization save as is strictly necessary for the Purpose; and

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	iv) not to assign the rights and obligations of the Parties without their prior written consent thereto.
d	Provided, however, that the foregoing restrictions and obligations shall not apply to any information which it can be shown: i) is already or hereafter becomes published otherwise than through the fault or negligence of the receiving Party; or ii) is lawfully obtained by the recipient from a third party having rights to disclose to the receiving Party, without restrictions as to use or disclosure, or iii) is already known to the receiving Party at the date of receipt of the information pursuant to this Agreement, or iv) is independently developed by the receiving Party. V) is required to be disclosed under any law, judicial order or Government order or regulation provided receiving Party gives disclosing Party timely notice, where possible, of the contemplated disclosure so as to give the disclosing Party an opportunity to intervene to preserve the confidentiality of the information. Or such disclosure is limited to those persons to whom the Receiving Party is legally compelled to disclose the information to; and
e	The technical information provided by SELLER under this Contract shall be treated as confidential by the BUYER and shall be used by BUYER only for purpose intended and shall not be disclosed to any third party.
f	The provisions of this clause shall survive and remain in force notwithstanding the termination or expiry of this Contract.
g	The BUYER shall limit access of technical documentation being provided under this Contract only to such of its employees involved in relevant operations concerning the equipment on a need to know basis.
h	Non-adherence to this Clause by the Seller shall be treated, amongst others, as a material breach of this Contract.
20	INTELLECTUAL PROPERTY RIGHTS:
a	If any Patent design, trademark, copyright or any other intellectual property rights apply to the delivery or accompanying documentation, Buyer shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Seller and by its employees or third parties involved by the Seller for performance of the agreement belong to Buyer.
b	The Seller shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Seller guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Seller shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Seller shall indemnify the Buyer against any (alleged) claims by third parties in this

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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

	regard and shall reimburse Buyer for any damages suffered as a result thereof.
21	FORCE MAJEURE:
a	If at any time during the execution of the supply order, the performance in whole or in part by either Buyer or and by the Seller(s) is / are delayed by any reason of force majeure situations such as acts of civil war, civil commotion, sabotage, hostilities, war, fires, explosions, epidemics, natural calamities like floods, earthquakes, volcanoes, storms, acts of God & laws of respective governments or any other causes beyond the control of either parties, hereinafter referred to as "events", provided notice of the occurrence of such event/s is / are communicated by either party, to the other party within 21 days from the date of occurrence thereof, neither party shall by reason such events be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non performance and or delay in performance of the contract / order. Executions on either side shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Buyer as to whether activities can resume or not, shall be conclusive and final. Occurrence of the events to be certified by Chamber of Commerce / Indian High Commission or Embassies / Government in that Country.
b	The performance in whole or in part under the captioned tender / contract is prevented or delayed by reason of any such event for a period exceeding sixty days either party may at its option terminate the contract / further processing of the tender. The relative obligations of both the parties remain suspended during the actual period of force majeure.
c	The Buyer may extend the delivery schedule as mutually agreed, on receipt of written communication from the Seller regarding occurrence of 'Force Majeure' conditions, but not exceeding six months from the scheduled delivery date. If the 'Force Majeure' conditions extend beyond this period, the Buyer shall have the right to cancel the order without any financial implication to the Buyer or on terms mutually agreed to.
22	IMMUNITY TO THE GOVERNMENT OF INDIA: It is expressly understood and agreed by and between Seller & buyer that buyer is entering into this contract solely on its own behalf and not on behalf any other person or entity. In particular, it is expressly understood and agreed that Government of India is not a party to this contract and has no liabilities, obligations or right hereunder. It is expressly understood and agreed that buyer is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles contract law. Seller expressly agreed acknowledges and understands that the buyer is not an agent, representative or delegate to the Government of India. It is further agreed and understood that Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, Seller hereby expressly waives releases and foregoes any and all actions, including counterclaims, impleader claims or counter claims against the Government of India arising out of this contract and covenants

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	as to any manner, claim cause or action or this whatsoever arising out of or under this contract.
23	TERMINATION CLAUSE: Buyer reserves the right to cancel the order with 15 days notice without any financial liability in the event of any of the following: <ul style="list-style-type: none"> a) When the item offered by the Seller repeatedly fails in the inspection and/or the Seller is not in position to either rectify the defects or offer items conforming to the contracted quality standards. b) When the Seller fails to honour any part of the contract including failure to deliver the contracted stores/ render services in time. c) Adulterated supplies as determined according to Prevention of Food Adulteration Act, 1954 and Rules, 1995 as amended from time to time. d) Supplies inferior to the specified quality. e) Unbranded/deceptively branded / spurious supplies against branded items in the Purchase Order. f) Time expired supplies. g) When the Seller is found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair trade practices. h) Based on the decision of Arbitration Tribunal. i) The seller is declared bankrupt or become insolvent.
24	APPROPRIATION: Whenever under this contract any sum of money is due or recoverable from Seller or payable by the Seller, Buyer shall be entitled to recover such sum by appropriating in part or whole by deducting any sum then due or which at any time thereafter may become due to the Seller in this or any other contract entered by Buyer as a whole its Divisions and Branch Offices etc., held by him/her alone or in partnership with others. Should this sum be not sufficient to cover the full amount recoverable, the Seller shall pay to Buyer on demand the remaining balance due within 30 days of such written notice. The remaining balance due, if any, will be recovered through due process of law in case seller becomes defaulter.
25	PRODUCT LIABILITY: The Product Civil Liability on the product, for any loss arising in course of its utilization, for which Buyer may be held legally responsible, is the responsibility of Seller. Seller will carry out Product Liability Insurance to the extent set for herein in an amount not less than actual loss. Buyer will not be responsible for the payment of any premium for this policy.
26	INDEMNITY AGAINST PATENT RIGHTS: The Seller shall at all times protect, indemnify and save/keep harmless the Buyer, its successors, assigns, any claim made by a third party against all liability, including costs, expenses, claims, suits or proceedings at law, in equity or otherwise, arising out of, or in connection with, any actual or alleged patent infringement (including process patents, if any), or violation of any license with respect of the stores covered by the order.
27	EXPORT LICENSE: Foreign Seller making proposals should ensure availability of export license as per their Govt. regulations for export to India. Seller shall be required to obtain and maintain all

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	Export/Import licenses and permits etc., as the case may be, required for performing supplies against this tender. Obtaining export license shall be entire responsibility of the Seller and he shall discharge this within a reasonable time. End User Certificate will be issued by the Buyer.
28	AMENDMENT & WAIVER: Any amendment to Purchase Orders / Contracts would be enforceable only if made in writing and duly signed by authorized representatives of the parties hereto. Failure of either Party at any time to enforce any of the provisions of this Contract shall not per se constitute a waiver by that Party of any such provisions nor in any way affect the validity of the Contract or any part hereof.
29	EXIT CRITERIA: The contract/order may be terminated under the following circumstances: a) In the event of unsatisfactory performance by the Seller during the contract period, or any of the information provided by the Seller is found to be untrue, or Seller is found to have attempted to influence any person involved with the contract through unethical means, the contract shall be terminated with 01 month advance notice without any financial implication to Buyer. Notwithstanding, the foregoing, in cases where it is found that a Seller is engaged in unethical practices, the same shall be barred from participating in the future contracts as per MOD guideline vide I.D.No.31013/1/2016-D(Vig) Vol.II dated 21.11.2016 & 30.12.2016 (or revised time to time). b) If there is change in Buyer requirement, contract shall be terminated with 01 months advance notice. The liability of Buyer in this case will be agreed mutually. In the event of termination of contract by either party the Seller shall ensure following :-(i) IPR's are transferred to Buyer to enable Buyer to proceed on the work with other Seller. Seller also will render all assistance till the other Seller fully take over the balance work (ii) Transfer title and deliver all or any part thereof of the supplies, materials, work-in-progress, finished Products, Tooling, drawings and data produced or acquired by Seller specifically for the Product being terminated.(iii) Supply of products and its components / spares at least for a period of 01 year from the date of such termination. c) The Seller is declared bankrupt or becomes insolvent. d) The delivery of material is delayed due to causes of Force Majeure by more than (06 months). e) Based on the decision of the Arbitration Tribunal.
30	INSOLVENCY: If the Seller enters into liquidation, whether compulsory or voluntary (otherwise than or amalgamation or reconstruction with another party taking over all his rights as well as commitments) or becomes insolvent or Suffers a receiver of the whole or part of this asset to be appointed, a) Shall forthwith notify the same to Buyer and the Buyer shall have the right without prejudice to his other rights or remedies to terminate the unexecuted part of this Contract. b) In such an event, the Buyer shall become entitled forthwith to get the refund within 30 days of all the advance payments received by the Seller and expenditure incurred as a part of its obligations under this contract.

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31	<p>PACKING CONDITIONS: The store should be properly packed for tropical storage and for transport by sea or air so as to ensure and to protect them against loss, damage, corrosion in transit on arrival at their destination. The packing and marking of packages shall be done by and at the expense of the seller. Each package shall contain a Packing Note quoting Purchase Order number and date showing its contents in detail. Each package shall be properly marked with Purchase Order No., Consignee's name & address, gross weight, package-handling instructions etc. The package shall have adequate provision for handling during transit and at destination. The packing, shipping, storage and processing of the delivery must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions.</p> <p>Import Item should be packed with raw/solid wood packing material and should be treated as per ISPM-15 (fumigation) and accompanied by Phytosanitary/ Fumigation certificate. If safety information sheets exist for a delivery or the packaging, the seller must always supply these sheets direct (at the same time). The packing shall allow for easy removal and checking of goods on receipt and comply with carrier's conditions of packing or established trade practices. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols / instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.</p>
32	<p>APPLICABLE LAWS/ JURISDICTION: All questions, disputes or differences arising out of or in connection with the contract, if concluded shall be subject to the exclusive jurisdiction of the Court within the local limits whose jurisdiction the place from which the Acceptance of Tender is issued, is situated. This contract shall be governed by and subject to and interpreted and construed in accordance with the Laws of the Republic of India, as may be in force from time to time.</p>
33	<p>PAYMENT TERMS / MODE OF PAYMENT (REFER PARA 5.9 OF MILSPM 2023)</p> <p>FOREIGN BIDDERS:</p> <p>"The Payment shall be made by irrevocable Letter of Credit from State Bank of India/ any other Indian Public Sector Bank, as decided by the Buyer, to the Bank of the Foreign Seller. The Seller shall give a notification within a specified period of 30 days about the readiness of goods. Letter of Credit shall be opened by the Buyer within 30 days on receipt of notification of readiness from the firm. The Letter of Credit shall be valid for ninety days from the date of its opening, on extendable basis by mutual consent of both the Seller and the Buyer. All expenses related to Letters of Credit outside India shall be borne by the foreign vendor. In case of extension of delivery period the LC extension charges shall be borne by the Seller, if the extension is due to reasons attributable to the Seller.</p> <ul style="list-style-type: none">100% through irrevocable letter of credit, to be opened on receipt of PBG, Proforma Invoice etc.The payment from the Letter of Credit for the store 100% of the invoice value will be made against presentation of Shipping Document to Buyer's BANK.

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OR

100% Payment through Direct Bank Transfer (DBT) would be the normal mode for payments shall be made within 30 days of receipt of clear payment documents (Bill of Lading, AWB, Proof of shipment, etc.) or as specified in the contract.

34 **LIQUIDATED DAMAGE:** The time for and the date of delivery of the stores stipulated in the Purchase Order shall be deemed to be the essence of the contract, and delivery must be completed not later than the dates specified therein. Should the Seller fail to deliver the material to our premises or any consignment thereof within the period prescribed for such delivery, Buyer shall be entitled to recover from the Seller agreed liquidated damages, and not by way of penalty a sum of 0.5% per week of delay or part thereof, subject to a maximum of 10% as our claim towards liquidated damages on the undelivered part of the order. The LD will be charged on the basic cost excluding taxes and duties. Imposition, recovery or settlement of this LD shall not affect Buyer's right to performance, compensation and termination of the agreement.

35 **ARBITRATION:** For Foreign Seller: The arbitration tribunal shall be consisting of one arbitrator from each party and third independent arbitrator. The arbitrator, who shall not be a citizen or domicile of the country of either of the parties or of any other country unacceptable to any of the parties shall be nominated by the parties within ninety (90) days of the receipt of the notice mentioned above, failing which the arbitrator may be nominated under the provisions of Indian Arbitration and Conciliation Act, 1996 (amended time to time) or by dispute resolution institutions like Indian Council of Arbitration and ICADR. In case, nomination of third arbitrator under Indian Arbitration and Conciliation Act, 1996 (amended time to time) or by dispute resolution institutions like ICA and ICADR are not acceptable to the SELLER, then the sole arbitrator may be nominated by the President of International Chamber of Commerce, Paris, but the said nomination would be after consultation with both the parties and shall preclude any citizen with domicile of any country as mentioned above. The Arbitration Tribunal shall have its seat at Bhopal/New Delhi in India or any suitable place in India as may be decided by the arbitrator. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses of the arbitrator shall be shared equally by the SELLER and the BUYER, unless otherwise awarded by the Arbitration Tribunal. In the event of a vacancy caused in the office of the arbitrator, the parties which nominated such arbitrator shall be entitled to nominate another in his place and the arbitration proceedings shall continue from the stage they were left by the retiring arbitrator. In the event of both parties failing to nominate arbitrator within sixty (60) days of the place of arbitrator falling vacant, then the other party shall be entitled after due notice of at least thirty (30) days to request dispute resolution institutions in India like Indian Council of Arbitration or ICADR to nominate another arbitrator as above. The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitrator proceedings. The language(s) of the arbitration shall be English."Except as may be required by law, neither a party nor its representatives may disclose the

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	existence, content, or results of any arbitration hereunder without the prior written consent of (all /both) parties."In case of technical disputes involving confidential matters, the issue shall be referred to a high level technical authority for each party, appointed for this purpose.
36	<p>PERFORMANCE BOND:</p> <p>a) To ensure due performance of the contract, the Performance Security Deposit should be for an amount equal to @5% of the contract value. Firm shall submit Performance Bank Guarantee as per prescribed format (Format as per Annexure-C), issued by an Indian Public Sector Bank or a Private Sector bank authorized to conduct government business or any International bank for which counter guarantee is given by Indian Bank acceptable to the purchaser. Details regarding submission of PBG / PSD firm should refer para 5.4 of MILPM 2023.</p> <p>b) Performance Security Deposit is initially to be given by the supplier for original supply order quantity without option clause quantity. PSD (without interest except FDR) for the original supply order quantity shall be returned after 60 days of fulfilment of all contractual obligations of the original supply order quantity including warranty period (if any). Regarding Option Clause, PSD amount may be worked out based on Option Clause quantity. PSD for Option Clause quantity shall be returned after 60 days of fulfilment of all contractual obligations of the Option Clause quantity including warranty period (if any).</p> <p>c) PSD will be submitted in favour of Chief General Manager, Ordnance Factory Khamaria, Jabalpur-482005 (M.P.). The Seller should send original copy of PSD to Factory /Unit concerned.</p>
37	OPTION CLAUSE: Not Applicable.
38	PRE-INTEGRITY PACT: Integrity Pact (IP) is required to be submitted along with quotation /offer per the enclosed format (Format as per Annexure D).
39	<p>EARNEST MONEY DEPOSIT: (Format as per Annexure-A)</p> <p>EMD may be exempted for Micro and Small Enterprises (MSEs) having UAM number as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department (including OFs) or Startups as recognized by Department of Industrial Policy and Promotion (DIPP) and for others, EMD of 3% of estimated value i.e. of Rs. 3.66 Crore will be applicable, with validity of 45 days beyond final bid validity and shall be in the favour of Chief General Manager, Ordnance Factory Khamaria, Jabalpur-482005 (M.P.) in form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks or payment online in an acceptable form.</p> <p>However, in case of two packet or two stage bidding, EMD (bid securities) of unsuccessful bidders during first stage i.e. technical evaluation etc. will be returned within 30 days of declaration of result of first stage technical evaluation etc.</p>

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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

40	DOUBLE TAXATION AVOIDANCE AGREEMENT (DTAA): If applicable the tax laws will be governed as per the DTAA. Accordingly, Tax deduction will be subject to the required documents as per the DTAA. If DTAA is not applicable, then the taxes will be governed as per the section 195 of income tax act 1961 and further government prevailing orders from time to time such that 43.68% tax on basic price will be deducted as TDS. In case where DTAA is not with the country or documents are not provided by the party in compliance with DTAA then application in form 15E for lower deduction certificate shall be made to minimize Tax impact [Section 195 (2)]. For applicability of taxes to be governed as DTAA, documents are required by the firm the submit Form 10F filed by party online, Tax Residency Certificate, Assesse Tax Identification No. of its country, Declaration of no permanent Establishment in India etc. shall be supplied by the firm.
41	GENERAL CONDITIONS:
a	Supplier shall return one copy of the supply order duly sealed, signed and accepted by firm immediately within two weeks from the date of receipt of supply order.
b	Clarifications of any required specifications, terms and conditions may please be obtained in advance. Delays because of such clarifications after placement of order shall be to the account of the supplier.
c	The expenditure such as the cost of packing, internal transportation, fees of forwarding agents, warehousing charges, port trust, dock/ harbor dues and all other expenses, as may be incurred for the purpose up to the point of delivery of the stores as per the terms of delivery, shall be to the sellers account.
d	All other relevant Terms conditions as mentioned in MIL procurement Manual 2023 (MILSPM-2023) and Terms and conditions as per ToT against Contract No. P/135606242321 in 2014 will also apply.
e	The supplier should submit compliance for acceptance of terms and conditions of the tender enquiry as per (Format as per Annexure-B): Compliance Statement.

Enclosure: Annexure-A, B, C & D.

(SAURABH SINGH)
SENIOR MANAGER

For CHIEF GENERAL MANAGER



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