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**NAME OF WORK - Notice Inviting Tender Of the sale of Bamboo Units From
Ordnance Factory Chanda Residential Estate Premises Area**

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DISCLAIMER

1. Detailed Time Table for the various activities to be performed in tendering Process by the Tenderer for quoting their offer is given in this Tender Document under “Tender Schedule”. Contractor should carefully note down the cut-off dates for the carrying out each tendering process / activity.
2. Every effort is being made to keep the Website up to date and running smoothly 24X7 by the Ordnance Factory Chanda (OFCH). However, OFCH takes no responsibility, and will not be liable for, the website being temporarily unavailable due to any technical issue at any point of time.
3. In that event, OFCH will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this Website. It includes all associated services, or due to such unavailability of the website or any part thereof or any contents or any associated services.
4. Tenderer must follow the time table of tendering process and get their activities of tendering process done well in advance so as to avoid any inconvenience due to unforeseen technical problem if any.
5. Chief General Manager (CGM), OFCH will not be responsible for any incomplete activity of tendering process of the tenderer due to technical error/failure of website and it cannot be challenged by way of appeal, arbitration and in the Court of law.

Contractors must get done all the tendering activities well in advance.

ORDNANCE FACTORY CHANDA

Name of work : Tender Of the sale of Bamboo Units From **Ordnance Factory**
Chanda Residential Estate Premises Area

1. Estimated cost of the Tender : Rs. /-
2. Blank Tender Amount : Rs. /-
3. Security Deposit (4%) : Rs. /-
4. Name of the Contractor and
his address :
5. % Above/Below :
6. Date of work order :
7. Stipulated date of Completion :
8. Tender accepted under No. :

(Note : Sr. No. 2 and 4 to 8 should be filled in the certified copy of the contract)

Chief General Manager

**ORDNANCE FACTORY CHANDA
UNIT OF MUNITIONS INDIA LTD,
GOVT OF INDIA ENTERPRISE, MINISTRY OF DEFENCE**

**INVITATION FOR TENDERS
DETAILED TENDER NOTICE TO CONTRACTOR**

Name of work : Notice Inviting Tender Of the sale of Bamboo Units From Ordnance Factory Chanda Residential Estate Premises Area

Unit rate tenders in 'B-1' Form are invited by the Chief General Manager, OFCH For the following work from Contractors/purchasers registered with any Govt. Department such as ZP, Municipal authority or any other having valid certificate or License . The name of work, estimated yield, earnest money, security deposit, time limit for completion etc. are as under.

Sr. No.	Name of work	Estimated Yield in (tonn)	Earnest Money (Rupees) 1%	Security Deposit (Rupees) 4%	Time limit in Tender (Calendar months)
1.	Tender for Sale of Bamboo units from Ordnance Factory Chanda Residential Premises Area	5000MT	Rs1,35,000/-	Rs 5,40,000/-	24 Months

- i) To view the tender notice, detailed time schedule, pre-qualification criteria for this tender and subsequently to download pre-qualification document kindly visit Website <https://munitionsindia.in> (Downloads Section) & also CPC Portal
- i) Details regarding sales of tenders, submission and opening of tenders are given below.

Sr. No.	Details	Date
1	Publication of Tender	Date of Publication of Tender Advertisement in Newspaper
4	Bid Submission	21 Days after publication of Tender Advertisement in Newspaper

Form fee and EMD Amount has to be paid in form of DD (Account: Munitions India Limited O F Chanda, SBI, Ordnance Factory Bhadrawati Branch, Branch Code: 04711)

Read all tender document before bidding the tender

Right to reject any or all the tenders without assigning any reason is reserved.

Changes in Tender Notice if any required will be uploaded through Corrigendum.

1.1 Tender form, conditions of contract, specification can be downloaded from the Website. **Form fee Rs.1000/- (Rupees One Thousand Only.)** has to be paid .

1.2 The offer of the Contractor shall remain valid for acceptance for a minimum period of 45 days from the date fixed for opening of Envelope No.2 (Main Tender) and thereafter until it is withdrawn by the Contractor by notice in writing duly addressed to the authority opening the tender and send by Registered Post Acknowledgement Due.

1.3 The tender notice shall form a part of the contract agreement.

1.4 The tenderer of firm or company shall in their forwarding letter mention the names of all the partners of the firm or the company (as the case may be) and the name of the partner who holds the power attorney if any, authorizing him to conduct transaction on behalf of the firm or company.

1.5 Right is reserved to revise or amend the contract documents fully or part thereof prior to the date notified for the receipt of tender. Such deviations / amendments if any shall be communicated in the form of corrigendum or by a letter as may be considered suitable.

1.6 The tenderer shall enter his unit rates in words and figures “below / above”. In case there is difference between bid rates written in figures and words, the amount written in words will be taken as final.

1.7 No pages should be removed from, added in or replaced in the Tender without permission of Chief General Manager.

1.8 Right is reserved to reject any or all tenders without assigning any reason thereof.

1.9 Tenders which do not fulfil all or any conditions or are incomplete in any respect are liable to summary rejection.

1.10 The tenderer may in the forwarding letter, mention any points he may wish to make clear but right is reserved to reject the same on the whole of the tenders if the same become conditional tender thereby.

1.11 After fulfilment of technical envelope criteria next process for tenderer will be started.

GENERAL

a) Time limit: The work is to be completed within time limit as specified in the Notice inviting tender which shall be reckoned from the date of written order of commencing the work and shall be inclusive of monsoon period.

b) Tender Rate : No alteration in the form of tender and the schedule of tender and no additions in the scope or special stipulation will be permitted. Rates quoted for the tender shall be taken as applicable to all leads and lifts.

c) Tender Units: The tenderer should particularly note the unit mentioned in the Schedule “B” on which the rates are based. No change in the units shall be allowed in case of difference between figures and word, the correct rate will be the one, which written in words.

d) The Income Tax or percentage in force from time to time or at the rate as intimated by the competent Income tax authority shall be deducted from bill amount whether measured bill, advance payment or secured advance.

2.0 EARNEST MONEY :

- 2.1** Earnest money of Rs. 1,35,000/- in words (**Rupees One Lakh Thirty Five Thousand only**) along with the tender should be taken offline only.
- 2.2** EMD exemption not allowed.
- 2.3** Tender of those who do not deposit earnest money shall be summarily rejected.
- 2.4** The amount of earnest money will be refunded to the unsuccessful tenderer on deciding about the acceptance or otherwise of the tender or on expiry of the validity period whichever is earlier.

In case of the successful tenderer it will, be refunded on his paying the initial security deposit and completing the tender document or will be transferred towards a part of security deposit to be paid after awarding of the work. If successful tenderer does not pay the security deposit in the prescribed time limit and complete the agreement bond, his earnest money deposit will be forfeited to the Government.

- 2.5** Earnest money of the unsuccessful tenderer, will be refunded on their application only after an intimation of rejection of there is sent to them or on the expiry of the validity period whichever is earlier.

3.0 TENDERING PROCEDURE

3.1 Blank Tender Forms -

Tender Forms can be downloaded from the website <https://munitionsindia.in> (Downloads Section)

3.2 Pre – Tender things for bidders

- 3.2.1** The Tender submitted by the tenderer shall be based on the clarification, additional facility offered (if any) by the OFCH, and this shall be unconditional. Conditional tenders shall be summarily REJECTED.

- 3.2.2** All tenderers are cautioned that tenders containing any deviation from the contractual terms and conditions, specification or other requirements and conditional tenders will be treated as non-responsive. The tenderer should clearly mention in forwarding letter that his offer (in envelope No. 1 & 2) does not contain any conditions, deviations from term and conditions stipulated in the tender

3.3 ENVELOPE NO. 1 (DOCUMENTS)

- 3.3.1** The first envelope 'Envelope No.1' shall contain the following documents (Scanned copies of originals and not true or attested copies)

- 3.3.2** Scanned copy of original Valid certificate as a Registered Contractor with the Government

3.3.3 Details of Income Tax Circle or ward of the district in which the tenderers is assessed to Income Tax, Tenderer's **PAN No.** and complete postal address with Pin Code and telephone Numbers. **Scanned copy** of original Income Tax Return for the immediate previous financial year.

3.3.4 Scanned copy of original valid GST registration certificate.

3.3.5 Scanned copy original **Professional Tax Registration Certificate** in form PTR and PTE

3.3.6 Details of work of similar type carried out by the contractor (Preferential). (In Form No. III)

3.3.7 Details of list of works in hand and works tendered for.

(Information is to be given in Proforma of Form No. I)

3.3.8 Provisions regarding performance security as per GR of PWD Department, Govt. Of Maharashtra dated 12/02/2016 and GR dated 24/02/2016 and further if any published before floating date of tender regarding EMD and performance security etc.is compulsory.

3.3.9 Details of Technical Personnel on the rolls of the tenderer.

(Information is to be given in Proforma of Form No. V)

3.3.10 Scanned copy of original Registered Partnership Deed, Memorandum of Articles of Association, if the tenderer is a Partnership Firm, Joint Stock Company and Power of Attorney and Firm Registration Certificate if any.

3.3.11 Numbering should be done for all the papers contained in **Envelope No.1** and indexed.

3.3.12 Scanned copy of Affidavit in respect of genuineness of documents in the Envelope No.1 in the prescribed Proforma provided with Tender Set.

3.4 ENVELOPE NO.2 TENDER (FINANCIAL BID)

The second envelope "Envelope No.2" shall contain only the main tender including the common set of Conditions / Deviation issued by the OFCH after the pre- tender Conference. A tender submitted without this would be considered invalid.

The tender should quote his offer duly signed in terms of Unit rates at the time appropriate place of tender documents to be submitted only in Envelope No.2. He should not quote his offer anywhere directly or indirectly in Envelope No.1. The contractor shall quote for the work as per details given in the main tender and also based on the detailed set of conditions issued / Additional stipulations made by the OFCH as informed to him by a letter from Chief General Manager, OFCH. His tender shall be unconditional.

3.5 OPENING OF TENDER:-

On the date specified in the Tender Schedule following procedure will be adopted. All rights reserved for any changes in opening date with CGM, OFCH

(A) ENVELOPE No.1 :- (Documents)

First of all Envelope No.1 of the tender will be opened to verify its contents as per requirements. If the various documents contained in this Envelope do not meet the requirements of the OFCH, a note will be recorded accordingly by the tender opening authority and the said tenderers Envelope No.2 will not be considered for further action and the same will be recorded but if the insufficient documents are of minor nature then by online written communication will be done for submission and in this case time given will be final to submit the documents. Date of opening will not be communicated if it postponed.

The decision of the tender opening authority in this regard will be final and binding on the contractors.

(B) ENVELOPE No.2:- (Financial Bid)

a) This envelope No 2 shall be opened after opening the Envelope No.1, only if contents of Envelope No.1 are found to be acceptable to the OFCH. The tendered rates in Schedule 'B' or percentage **above/below** the estimated rates shall then be read out at the time of opening of Envelope No.2. Date of opening will not be communicated if it postponed.

4.0 SECURITY DEPOSIT:-

4.1 SECURITY DEPOSIT. At the time of entering in to agreement the successful tenderer shall deposit an amount equal to 4% of the sale value of estimated quantity of Bamboo unit wise as in the schedule annexed by D.D./NEFT/RTGS or the Bank Guarantee from Nationalized bank equal to the sum of 4% may be furnished. Failure to pay the Security Deposit and execution of Agreement will entail cancellation of the Confirmation Orders and forfeiture of amounts already paid. Re-tender will be called for at the discretion of the Chief General Manager, OFCH, at the risk and loss of the Purchaser/ Tenderer The sale value including GST and other taxes if any Govt. levies as applicable, at the time of sale must be paid by the successful buyer directly to Chief General Manager, OFCH through DD/NEFT/RTGS/online payment only DD payable as per account Details (Account : Munitions India Limited O F Chanda , SBI , Ordnance Factory Bhadrawati Branch, Branch Code : 04711)

4.2 All compensation or any other sums payable by the Contractor under the terms of this contract or any other contract or on any account may be deducted from his Security Deposit or from any sums which may be due to him or may become due to him by OFCH on any account and in the event of the security being reduced by reason of any such above noted deductions, the Contractor shall within 10 days of receipt of notice of demand from the Officer-in-charge make good the deficit.

4.3 There shall be no liability on the OFCH to pay any interest on the Security Deposited by or recovered from the Contractor.

4.4 The Security Deposit shall be refunded after completion of defect liability period (6 month) prescribed for this contract in accordance with the terms and conditions of the contract.

5.0 JURISDICTION OF COURT

Only Competent court at Chandrapur shall have jurisdiction over all the matters mentioned in Contract

6.0 The tenders who do not fulfil the conditions of the notification and the general rules and directions for the guidance of contractor in the agreement form or are incomplete in any respect are likely to be rejected without assigning any reason therefore.

7.0 POWER OF ATTORNEY:

If the tenderers are a firm or company, they should in their forwarding letter mention the names of all the partners together with the name of the person who holds the power of attorney, authorizing him to conduct all transactions on behalf of the body, along with the tender.

8.0 The contractor or the firms tendering for the work shall inform the OFCH if they appoint their authorized agent on the work.

9.0 Any dues arising out of contract will be recovered from the contractor as arrears of land revenue, if not paid amicably. Moreover, recovery of OFCH dues from the Contractors will be affected from the payment due to the contractor from any other Government works under execution with them.

10.0 All pages of tender documents, conditions, specification, correction slip etc. shall be initialled by the tenderer. The tender should bear full signature of the tenderer, or his authorized power of attorney holder in case of a firm.

11.0 The Income tax including surcharge, cess etc. in force from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill, advance payment or secured advance.

12.0 The successful tenderer will be required to produce, to the satisfaction of the specified concerned authority a valid concurrent license issued in his favour under the provisions of the contract labour (Regulation and Abolition) Act 1970 for starting the work. On failure to do so, the acceptance of the tender shall be liable to be withdrawn and also liable for forfeiture of the earnest money.

13.0 The tenderer shall submit the list of apprentices engaged by the contractor under Apprentice Act.

14.0 VALIDITY PERIOD

The offer shall remain open for acceptance for minimum period of 45 days from the date of opening of envelope No.2 (Financial Bid) and thereafter until it is withdrawn by the contractor by notice in writing duly addressed to the authority opening the tender and send by Registered Post Acknowledgement due.

15.0 After completion of the tendering process, the successful bidder will have to submit the hard copy of tender document and drawings duly signed on each page by the contractor or his authorized power of attorney holder in case of firm.

GENERAL DESCRIPTION AND SCOPE OF WORK

NAME OF WORK:- Tender Of the sale of Bamboo Units From **Ordnance Factory Chanda Residential Estate Premises Area**

Work and site Conditions

1.0 **Work:** Cutting and removing of Bamboos in Bamboo Units from **Ordnance Factory Chanda Residential Estate Premises Area**

2.0 The tendered work forms a part of felling of Bamboo unit from **Ordnance Factory Chanda Residential Estate Premises Area**

2.0 **Location & Access**

The work site is approachable from **Bhadrawati :Taluka, Chandrapur : District**

3.0 **Scope of work:**

3.0 The tender incorporate work is for Cutting and removing Bamboos from **Ordnance Factory Chanda Residential Estate Premises Area**

Site Conditions. It shall be presumed that the contractor has fully informed himself as to the nature and location of work general and local conditions and particularly those having bearing on approaches to the site, availability and transport of various materials, tools & plants, machinery, disposal areas, availability of labour weather conditions and river stages etc. and has estimated his cost accordingly.

As the area is forest so tree felling & allied activities are banned except permitted by this contract. The OFCH will bear no responsibility for any lack of such acquaintance with site conditions on the part of contractor and the consequences thereof.

4.0 Communication: The work site is in Bhadrawati Taluka, Chandrapur District and moderate Communication is available.

FORM B -1
UNIT RATE TENDER AND CONTRACT FOR WORKS

General Rules and Directions for the Guidance of Contractors

All works proposed to be executed by contract shall be notified in a form of inviting to tender uploaded on website and signed by the Chief General Manager, OFCH. This form will state the work to be carried out as well as the date for submitting and opening tenders, and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and amount of security deposit to be deposited by the successful tenderer. It will also state whether a refund of any fees, royalties, dues and ground rents will be granted. Copies of the specifications, Maps, Notified Yield and any other documents required in connection with the work shall be signed by the Chief General Manager, OFCH for the purpose of identification and shall also be open for inspection by contractors at the office of the **Chief General Manager, OFCH** during office hours.

Where the works are proposed to be executed according to the specifications recommended by a contractor and approved by a competent authority on behalf of the OFCH such specifications with Maps and Necessary all calculations related to yield and recoveries shall form part of the accepted tender.

1. In the event of the tender being submitted by a firm, it must be signed by each partner thereof, and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so.
2.
 - i) The contractor shall pay along with the tender the sum of **Rs.1,35,000/- (Rupees One Lakh Thirty Five Thousands only)** as and by way of earnest money through DD/Cheque.
 - ii) In the event of his tender being accepted, subject to the provisions of sub-clause (iii) below, the said amount of earnest money shall be appropriated towards the amount of security deposit payable by him under conditions of General Conditions of Contract.
 - iii) If after submitting the tender the contractor withdraws his offer or modifies the same, or if, after the acceptance of his tender the Contractor fails or neglects to furnish the balance amount of security deposit without prejudice to any other rights and powers of the Government here under or in law, the OFCH shall be entitled to forfeit the full amount of the earnest money deposited by him also recovery of losses as mentioned in next clauses.
 - iv) In the event of his tender not being accepted, the amount of earnest money deposited by the Contractor shall, unless it is prior thereto forfeited under the provisions of sub-clause (iii) above, be refunded to him on his passing receipt therefore.

2(A) Receipt for payments made on account of any work when executed by a firm should also be signed by all the partners except where the contractors are described in their tender as a firm in which case the receipt shall be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipt for the firm.

- 3** Any person who submits a tender shall fill up the usual printed form stating at what unit rate below or above the rates specified in Schedule 'B' (Memorandum showing items of work to be carried out) he is willing to undertake the work. Only one rate of such Unit rate of all the estimated rates / scheduled rates shall be named. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if Contractor who wish to tender for two or more works they shall submit a separate tender for each. Tender shall have the name and the number of work to which they refer written outside the envelope.
- 4.** The Chief General Manager, OFCH or his duly authorized officer shall open tenders as per Scheduled Date & Time and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the Contractor shall, for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of tender being rejected the Chief General Manager, OFCH shall authorize the Account staff concerned to refund the amount of earnest money deposited to the Contractor making the tender on his giving a receipt for the return of the money.
- 5.** The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
- 6.** No receipt for any payment alleged to have been made by a Contractor in regard to any matter relating to this tender or the contract shall be valid and binding on the OFCH unless it is signed by the Chief General Manager, OFCH
- 7.** The memorandum of work to be tendered to be supplied by the OFCH and their rates shall be filled in and completed by the office of the Chief General Manager, OFCH before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed, he shall request the said office to have this done before he completes and delivers his tender.
- 8.** All works shall be measured net by standard measure and according to the rules and customs of the OFCH and their rates shall be without reference to any local custom.
- 9.** Under no circumstances shall any Contractor be entitled to claim enhanced rates for items in this contract.
- 10.** Every registered Contractor should produce along with his tender certificate of registration as approved Contractor in the appropriate class and renewal of such registration with date of expiry.
- 11.** All alteration and additions or pasted slips should be initialed.

12. The measurement of work will be taken according to the usual methods prevalent in the OFCH and no proposal to adopt alternative methods will be accepted. The Chief General Manager, OFCH decision as to what is the usual method prevalent in the OFCH will be final.

13. A tendering Contractor shall furnish a declaration along with a tender showing all works for which he has already entered into contract, and the value of the work that remains to be executed in each case on the date of submitting the tender.

14. Every tender shall furnish along with the tender, information regarding the Income Tax Circle or Ward of the District in which he is assessed to income tax, the reference to the number of the assessment and the assessment year, and a valid Income Tax Clearance Certificate.

15. All concerned Officers have right to check quality & quantity of material and work and tender supervisors must co-operate in this regard.

16. The Contractors shall also give a list of machinery in their possession and which they propose to use on the work in the form of statement no. II.

17. Successful tenderer will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provisions of Contract Labour (Regulation and abolition) Act, 1973 before starting work.

18. The Contractor shall comply with the provisions of Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be breach of the contract and the OFCH, may in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

19. Tender form improperly filled in:

Tender not properly filled in or not signed will be treated as invalid. The decision of Chief General Manager, OFCH in this regard shall be final.

20. Tenderer bound by the tender:

- (a) The tenderers who have submitted their tenders shall be bound by their offers and by these terms and conditions for a period of not less than 45 days from the date of opening of the tenders or till the date of execution of Agreement for that particular Unit, whichever is earlier.
- (b) However, any period of stay granted by any competent Court shall not be counted towards this period.
- (c) In the case of breach of this condition, the Earnest Money Deposit (EMD) above shall be forfeited. In addition to this, the tenderer who has failed to honor his offer shall bear the loss, if any, suffered by the Ordnance Factory Chanda in the subsequent disposal of that sale unit at his risk. The loss unless made good within thirty (30) days from the date of dispatch of notice of demand by

registered post, may be recovered from him as arrears of Land Revenue or provision of any law for the time being in force.

The tenderer however shall not be entitled to any profit that may accrue to the Ordnance Factory Chanda on such subsequent disposal. The loss shall be calculated as per the following formula:

$$L=OTA-TAR$$

Where 'L' is loss, OTA is Original Tendered Amount and TAR is Tendered Amount in Re-sale or Re-allotment to next highest tenderer.

21 Disqualification of Tenderers.

Canvassing of any type by or for the tenderer will result in invalidation of the tender and disqualification of the tenderer from participation in the sales of the Forest Department for a period of 1 year besides any other criminal liability.

22 Consequences on automatic cancellation of Sale to the Purchaser/ Tenderer.

Upon the automatic Cancellation of the sale, the EMD will be forfeited and the Unit shall be put to re-sale or allotted to the next highest tenderer at the discretion of the Chief General Manager, OFCH, at the risk and loss of the Purchaser/ Tenderer. The loss shall be recovered from the Purchaser/ Tenderer as arrears of Land Revenue or under provision of any law for the time being in force. On such re-sale if there is surplus, Ordnance Factory Chanda shall be entitled to retain the full amount and the Purchaser/ Tenderer shall have no right or claim thereto.

23 Revocation of the Cancellation of Order of Confirmation.

- (i) The Chief General Manager, OFCH shall be competent to revoke, at his discretion, the Order of cancellation of Confirmation, in case the Purchaser/ Tenderer completes all the formalities and is prepared to execute the agreement after paying all dues at any time before the date of re-sale of the bamboo unit or allotment to the next highest Tenderer, as the case may be, for just and valid reasons.
- (ii) **The Chief General Manager, OFCH, on revocation of cancelled Order of Confirmation, may impose a penalty @ 12 percent per annum for the defaulted amount or Rs. 25,000/- whichever is higher in addition to notification charges if any.**
- (iii) Wherever the cancellation of the Order of Confirmation is revoked, the Security Deposit forfeited due to the cancellation shall stand revoked automatically.

24 Sale Value of Bamboo to be tendered.

The tenderers shall quote/offer the purchase price in rupees per ADMT (Air Dried Metric Tonne) for notified yield of Bamboo by filling the price bid format (BOQ) for the bamboo unit, for standing bamboos at the site. The amount offered shall be written both in figure and words.

25 GST:-

GST and other taxes as applicable or modified from time to time shall be paid by the Purchaser/ Tenderer as per the provisions of the GST & other Tax Act and the Rules and any other such rules made there under by the Government in addition to the rate quoted.

26 Equal amounts if quoted:

If equal acceptable amounts are offered by more than one tenderer for the bamboo unit, the matter will be decided by either by negotiation, fresh offers in sealed cover or by drawing the lots, in the presence of such tenderers as decided by the Chief General Manager, OFCH or his Authorized Officer.

27 EXECUTION OF AGREEMENT:

The successful tenderer shall execute an agreement incorporating the conditions given in the terms and conditions within 15 (Fifteen) days of receipt of the Order of Confirmation. The terms and conditions of agreement with the Purchaser/ Tenderer shall be as specified in the Terms and Conditions of Agreement attached herewith.

Chief General Manager, OFCH or any other officer authorized by him shall be the authority competent to enter into agreement with the Purchaser/ Tenderer on behalf of the Chief General Manager, OFCH. The agreement shall be executed by paying adequate stamp duty as per G.R.s or at the value of the higher rate stipulated under the Maharashtra Stamp Act. All the costs of stamp etc., necessary for execution of agreement shall be borne by the Purchaser/ Tenderer. Deficit payment of stamp value if any, found at a later date is liable for recovery from the Purchaser/ Tenderer. The Chief General Manager, OFCH shall not be the party in whatsoever manner with regard to the deficit payment of stamp duty if any, occasioned and the Purchaser/ Tenderer is solely liable for payment of differential amount/value thereof. Failure to remit the amount and execute the agreement in time will result in the forfeiture of the EMD and automatic cancellation of orders accepting the offer.

28 PAYMENT OF THE AMOUNT OF OFFER.

The Purchaser/ Tenderer shall pay to the Ordnance Factory Chanda the amount of his offer by RTGS/ Demand Draft of any Nationalized Bank in India having a branch at Chandrapur in the following manner:

If the Purchaser/ Tenderer desires to remove the Bamboo directly from the Bamboo units then:

(i) 10 per cent of the amount of offer for the notified yield within 7 (seven) days from the date of execution of the Agreement and

(ii) The remaining 90 percent amount of offer for the notified yield in 3 equal installments before removing the Bamboo from Bamboo units first installment on or before 31st March 2026, second installment on or before 30th November 2026 & third installment on or before 31st July 2027.

(iii) The proportionate amount should be paid for the additional collection in excess of the notified yield on or before the 30th June 2027. The proportionate amount shall be calculated on the basis of additional metric tons harvested, in excess of the notified yield multiplied by the rate per metric ton, which shall be arrived at by dividing the amount of the accepted offer by the notified yield in metric tons

“Provided, however, that if the Purchaser/ Tenderer fails or neglects to pay any of the aforesaid installments mentioned in sub-clause (ii) above on their respective due dates mentioned therein, then in that event, the Divisional Officer/Estate Maintenance, on being satisfied that the Purchaser/ Tenderer did not pay the said installments as mentioned in sub-clause (ii) above for a sufficient cause, may give to the Purchaser/ Tenderer, on an application made in that behalf by the Purchaser/ Tenderer to the Divisional Officer/Estate Maintenance, at least 10 days before the date, on which such installment falls due, such further time for paying the same but not exceeding 30 days as he may in his absolute discretion thinks fit.”

Each time the Purchaser/ Tenderer makes the payment of an installment, he would become, entitled to remove the quantity of Bamboo for which payment is made.

29 Transfer of Tendered Unit:

(i) The Purchaser/ Tenderer shall not assign and /or transfer tendered units to any other person or party without the specific orders of the Chief General Manager, OFCH, who at his discretion may permit such assignment for transfer on payment of Rs.1.00 Lakh.

ii) No transfer of the tendered unit shall be permitted if the harvesting in the said unit has already commenced.

iii) In case of transfer of tendered area from one Purchaser/ Tenderer to another Purchaser/ Tenderer who is qualified in all respects to participate in the tender / cum auction the transferee Purchaser/ Tenderer shall have to enter into fresh agreement with the Chief General Manager, OFCH on the terms and conditions as mentioned above.

30 Purchaser/ Tenderer responsible for receiving notices for payment:

The Purchaser/ Tenderer shall make his own arrangements to receive the notice/Invoices for payments and other communications in person or through his authorized agent and shall furnish the correct postal address or e-mail address at which notices and other communications can be

sent. If the same are received back un-served or undelivered it will be construed that such notices or communications are deemed to have been served on the Purchaser/ Tenderer.

Also Email address given in tender forms needs to check regularly for speedy communications, Notices served on email also considered valid in all time throughout the contract ends.

31 The loss suffered by the company on account of resale at the risk and loss of the successful tenderer unless made good within fifteen(15) days from the date of dispatch of notice of demand by registered post, may be recovered from him as arrears of Land Revenue or provision of any law for the time being in force. The tenderer however shall not be entitled to any profit that may accrue to the Ordnance Factory Chanda on such subsequent disposal. The loss shall be calculated as per the following formula:

$$L=OTA-TAR$$

Where 'L' is loss, OTA is Original Tendered Amount and TAR is Tendered Amount in Re-sale or Re-allotment to next highest tenderer. The amount of loss will carry interest @24percent also.

32 The officer auctioning/opening the tenders may also announce any new conditions of tender, before commencement of auction/opening of the tenders, which will be binding on the Tenderers/Auctioneers.

33 All disputes arising out of or in any way connected with this sale shall be deemed to have arisen in Chandrapur and within the jurisdiction of the Court of District Chandrapur which court shall determine such disputes.

34 Schedule B- Quantity

Name of Area	Area in Hectares and Estimated Quantity	Rate for Bamboo per AIR DRY Metric Tonne
Ordnance Factory Chanda Residential Estate Premises	1589 Acres Est. Qty. : 5000MT	Rs.....(Rupees.....)

35. FORM OF AGREEMENT FOR THE COLLECTION AND REMOVAL OF BAMBOO.

This AGREEMENT made at on the day of..... 2025 between the Ordnance Factory Chanda, Unit of Munitions India Limited, Govt. of India Enterprise, Ministry of defence and Sri.....aged....., son of residing at (herein after referred to as 'the Tenderer / Purchaser' which term shall unless the context indicates otherwise, includes, besides the said Sri his heirs, executors, administrators, legal representative and assigns) on the one part and Chief General Manager, OFCH or any other officer authorized by him on the other part.

WHEREAS the Tenderer / Purchaser has tender in auction conducted onthe right to cut collect and remove only the bamboo in the area specified in the schedule attached here to for an amount of Rs..... (Rupees...)

Excluding taxes and other dues there on, AND WHEREAS such tender has been accepted by the Chief General Manager, OFCH of in his order No... dated On the terms and conditions herein after appearing.

AND WHEREAS the Purchaser/ Tenderer has paid through Rs/- (Rupees) as advance (EMD) Of Sale value. The advance amount will be adjusted towards the sale value during the end of the collection period.

36.1 Now with these present witness and it is mutually agreed as follows:

PURCHASER/ TENDERER shall cut and extract all matured /dead bamboo from the bamboo unit specified in the Schedule attached to this agreement and retain all other immature culms and other miscellaneous tree growth.

2.

This contract shall be in force till dt. 31/08/2027 or such other extended period as per terms of this Agreement.

Minimum price of bamboo payable by PURCHASER/ TENDERER shall be as follows.

Species	Price per ADMT
Bamboo	Bid amount + GST

The Chief General Manager, OFCH reserves the right to refrain from permitting harvesting and removal of Bamboo from any particular bamboo unit depending upon the Administrative and Operational exigencies and in the interest of the Ordnance Factory Chanda notwithstanding such unit is allotted and agreed to be supplied to the Purchaser/ Tenderer.

The Security Deposit- 4% of the estimated sale value (Amount quoted) (Rs.) (In Words Rs.) is to be retained as Security Deposit for fulfilment of the contract entered.

36.2 Validity of Contract Period- This contract shall be in force till 31/08/2027 or such other extended period as per terms of this Agreement.

36.3 Payment of Advance Sale Amount.

The EMD deposited at the time of the auction is treated as Advance Sale Amount and the same will be adjusted against the final invoice.

All payments above Rs10,000/-in respect of this contract shall be made by Demand Draft/ RTGS/ NEFT favoring the Chief General Manager, OFCH payable at any State Bank of India, Ordnance Factory Chanda . Payments upto Rs 10,000/-can be remitted in cash.

No interest is payable on these amounts by Chief General Manager, OFCH

Recovery of Dues from Security Deposit and Advance Sale Amount.

All amounts due, if not paid on the due date shall be adjusted from the Security Deposit and the Advance Sale Amount paid by the Purchaser/ Tenderer. The Security Deposit and such other amounts remaining with CGM, OFCH is liable to be forfeited if the Purchaser/ Tenderer fails to abide by the terms of the Agreement.

Refund of Security Deposit and the balance of Advance Sale Amount.

The Security Deposit and the balance of the Advance Sale Amount, as the case may be, will be refunded to the PURCHASER/ TENDERER at the end of the transaction only after the CGM, OFCH is satisfied that all the obligations and formalities under the Agreement have been duly complied with by the Purchaser/ Tenderer, and that no amount is due from the Purchaser/ Tenderer.

36.4 Intimation of Final Destination-Intermediate Depots:

The Purchaser/ Tenderer declares that the Final destination of the bamboo extracted under this Agreement is In case of any deviation or if the Purchaser/ Tenderer wants to stock the same at an intermediated depot/ he shall furnish the details of the same to the CGM, OFCH.

Transfer of Agreement:- The Purchaser/ Tenderer will not assign and / or transfer the allotted bamboo unit to any other person or party without complying tender condition.

37 General Rules to be observed during extraction:

Purchaser/ Tenderer shall not enter or send their men into the area assigned for extraction of Produce without obtaining a license/ work order from the Chief General Manager, OFCH having jurisdiction over the area and without duly taking over the area from the Chief General Manager, OFCH or officer authorized by him having jurisdiction over the area.

Purchaser/ Tenderer shall be fully responsible for all the acts of commissions & omissions of themselves, their agents and of all the persons authorized or employed by them to cut, collect, store & transport the Produce under this contract.

The Purchaser/ Tenderer shall keep the boundaries of the contract area well cleared of undergrowth and shrub to a width of 2 meters and keep the cairns and boundary stones intact. If the Purchaser/ Tenderer fails to do so, the work of clearing the boundaries will be done by Ordnance Factory Chanda and the cost thereof recovered from Purchaser/ Tenderer in addition to any loss or damages as assessed by the Chief General Manager, OFCH after giving notice to the Purchaser/ Tenderer.

A duly authorized agent of the Purchaser/ Tenderer shall be present at all times in the contract area. Purchaser/ Tenderer may employ an agent or agents to assist them in the work but no such agent shall be considered as duly authorized agent unless his name, residence and a specimen of his signature have been submitted to CGM, OFCH and approved by him. CGM, OFCH Reserves to himself the power to object to any of those men appointed as such, by the Purchaser/ Tenderer on sufficient grounds. Purchaser/ Tenderer shall not engage as their agent or workmen any person blacklisted by CGM, OFCH.

Purchaser/ Tenderer shall provide each of their agents and workmen with a written authorization which should show his name, age, present residential address and period for which it is valid. This authorization must always be produced in the contract area, when demanded by any, or forest officer or police officer.

Purchaser/ Tenderer, their agent and workmen shall comply with the orders and instructions issued by the authorized officers from time to time in the matter of collection and removal of the produce under this contract.

Purchaser/ Tenderer, their agents and workmen employed by them in the contract area are bound to protect the entire contract area from fire as specified in the schedule and to ensure that no fire escapes from the contract area to the adjoining areas.

If any fire occur/ seen/ informed in the adjacent forest area, Purchaser/ Tenderer, their agents and workmen shall render every assistance and use their best efforts to extinguish the fire and they shall in all cases give immediate notice of the occurrence of the fire to the nearest Forest, Police or Revenue Officer and to the nearest officer of Forest Department, of Maharashtra State.

Purchaser/ Tenderer shall be liable for any loss caused to the produce collected by them by way of fire, theft or any other means, caused due to any action or omission by Purchaser/ Tenderer's officials or their agents. Purchaser/ Tenderer should insure the produce collected by them from the allotted area against fire, theft or any other loss as per the rules governing the insurance of goods, and shall pay to CGM, OFCH value of any produce lost due to fire, theft or any other means.

Purchaser/ Tenderer, their agent & workmen shall abide by the provisions of Indian Forest Act, Wildlife Protection Act and other enactments relating to Protection & Conservation of Forests and Wild life there in as well as rules made there under and shall assist officers of OFCH and Police Officers in

preventing commission of any offence, or in detecting such offences within or in the vicinity of the contract area. Purchaser/ Tenderer or their authorized agents or their workmen shall not indulge in felling or causing damage to any other trees other than Bamboo species from the working area allotted to them. If any such actions are committed, the contract shall be liable to be cancelled and suitable compensation, as assessed by the competent authority, shall be recovered from them. Further they shall be dealt with as per the provisions under Indian Forest Act and Rules. They shall not knowingly give any shelter within the contract area to any person who has committed any criminal offence.

Purchaser/ Tenderer shall within the contract period cut, collect and remove bamboo available in the contract area allotted to them for working unless otherwise specified by the Chief General Manager, OFCH in writing. If Purchaser/ Tenderer fails to do so, the value of the produce felled but left uncollected will be recovered from Purchaser/ Tenderer at the rate as per this Agreement.

Purchaser/ Tenderer shall insure notified yield of Bamboo unit within 7 days of confirmation of Bamboo unit to him.

37.1 A) METHODOLOGY OF HARVESTING/CUTTING OF BAMBOO

Contractor Shall furnish at least 15 days in advance his program of commencement of item of work, the details of actual methods that would be adopted by the Contractor for the execution of various items of work such as, cast-in-situ and supported by necessary maps of areas and sketches including their locations, arrangement for conveying and handling materials etc. and obtain prior approval of the Officer authorized by CGM, OFCH well in advance of starting of such item of work.

The Officer authorized reserves the right to suggest modifications or make complete changes in the method proposed by the Contractor, whether accepted previously or not at any stage of the work to obtain the desired accuracy, quantity and progress of the work which shall be binding on the Contractor, and no claim on account of such change in method of execution will be entertained by Ordnance Factory Chanda so long as of the item remain unaltered. The sole responsibility the safety and adequacy of the methods adopted by the Contractor, will however rest on the Contractor, irrespective of any approval given by the Chief General Manager, OFCH. In case of slippage from the approved work program at any stage, the Contractor shall furnish revised program to make up the slippage within the stipulated time schedule and obtain the approval of the Range Forest Officer to the revised program.

B) FELLING RULES:

Felling plan shall be approved mandatorily by the Officer Authorized by CGM , OFCH.

All culms of less than one year old plus at least five older culms shall left unfelled in each clump. Older culms un felled shall be evenly distributed over the clumps.

All dead, top broken and badly mal formed culms shall be removed.

Culms shall be cut within 15 cms. from the ground level or in any case not higher than the second inter node from the ground level. No culms shall be removed with rhizome.

Flowered bamboos shall be cut only in the year following flowering after the seed fall, in such cases clumps shall be clear felled.

Cutting shall be made as far as possible on the side of clump opposite to that where the largest number of new culms are found.

In randomized harvesting method, matured culms alone shall be harvested randomly from the clump using sharp knife or hacksaw.

Unless otherwise specified, green bamboos shall be worked under selection felling system.

Remnants of felling or any other combustible materials should not be left on the worked clump or on any road, right of way or fire line.

All the silviculturally available bamboos will be extracted from the bamboo units.

Purchaser/ Tenderer should comply all necessary requirements of workmen rules/ regulations of any law in force.

C) HARVESTING/ CUTTING EQUIPMENT:-

The Contractor shall be required to give a trial run of the equipments for establishing their capability to achieve the laid down specifications and tolerance to the satisfaction of CGM, OFCH before commencement of the work. All equipment provided shall be of proven efficiency and shall be operated and maintained at all times, in a manner acceptable to the CGM, OFCH and no equipment or personnel will be removed from site without permission of the Officer Authorized by CGM, OFCH.

D) METHOD OF MEASUREMENT OF BAMBOO

Actual weight done at certified weighing bridges. Measurements of items of the work are based on weight measurements calculated from Notional Formulae as decided by Chief General Manager, OFCH. If random checking or any weight dispute occurs then standard instrument will have to be kept available by the Contractor at the nearest location of work for this purpose. The Contractor will have therefore arrange necessary facilities for the same. List of Certified weight bridges must be supplied to Officer Authorized by CGM, OFCH in advance by contractor so that if any issue dispute occurs then its easier to get cross checking easier.

E) PROGRESS SCHEDULE:-

The Contractor shall furnish within the period of 15 days of the order to start the work the program of work in quadruplicate indicating the date of actual start the monthly / progress expected to be achieved and anticipated completion along with yield and date of each major item of work to be done by him. No revised schedule shall be operative without such acceptance in writing. The Officer Authorized by CGM, OFCH is further empowered to ask for more detailed schedule or

schedules say weekly for any item or items, in any case of urgency of work as will be directed by him and the contractor shall supply the same as and when asked for, case of slippage from the approved work program at any stage, the contractor shall furnish revised program to make up the slippage within the stipulated time schedule and obtain approval of the Officer authorized by CGM, OFCH to the revised program.

F. AGENT AND WORK-ORDER BOOK:-

The Contractor shall himself manage the work or engage an authorized all-time agent on the work capable of managing and guiding the work and understanding the specifications and contract conditions.

A skilled and experienced, supervisor shall be provided by the contractor as his agent for technical matters in case the Officer authorized by CGM, OFCH considers this is essential for the work and so directs Contractors. He will take orders as will be given by the Chief General Manager, OFCH or his representative and shall be responsible for carrying them out.

The agent shall not be changed without prior intimation to the Chief General Manager, OFCH and his representative on the work site. The Contractor shall supply to the Officer authorized by CGM, OFCH the details of all supervisory and other staff employed by the contractor and notify changes when made, and satisfy the Officer authorized by CGM, OFCH regarding the quantity and sufficiency of the staff, thus employed. The Officer authorized by CGM, OFCH will have the unquestionable right to ask for changes in the quality and number of Contractor shall comply with such orders and effect replacements to the satisfaction of the Officer-In-Charge.

A work order book shall be maintained on site and it shall be the property of OFCH and the Contractor shall promptly sign orders given therein by the Officer authorized by CGM, OFCH or his representative and his superior officers and comply with them. The compliance shall be reported by the Contractor to the Engineer in good time so that it can be checked. The Contractor will be allowed to copy out instructions therein from time to time.

G. HANDING OVER OF AREA FOR CUTTING :-

The Officer authorized by CGM, OFCH shall furnish the Contractor with only the four corners of the works site and maps of same and the Contractor shall set out the works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

The Contractor shall provide, fix and be responsible for the maintenance of all stacks, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal for their efficient and timely reinstatement.

The Contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed by the Contractor.

The work shall be set out to the satisfaction of the Officer authorized by CGM, OFCH. The approval thereof or joining with the Contractor by the Officer authorized by CGM, OFCH in setting out the work, shall not relieve the Contractor of any of his responsibilities.

Before beginning the work, the Contractor shall at his own cost provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the work in accordance with the scheme for bearing marks acceptable to the Officer authorized by CGM, OFCH.

The center, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the center to enable the theodolite to set over it. No work shall be started until all these points are checked and approved by the Officer authorized by CGM, OFCH in writing but such approval shall not relieve the Contractor of any of his responsibilities.

The Contractor shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction. Pillars bearing geodetic marks located at the sites of units of works under construction should be protected and fenced by the Contractor. On completion of works, the Contractor must submit the geodetic documents according to which the work was carried out.

Handing Over of area for work must be done in presence of Officer authorized by CGM, OFCH with Panchanama considering above facts.

H- RESPONSIBILITIES FOR SURVEY AND ALIGNMENT:-

The Officer authorized by CGM, OFCH shall be responsible for the alignment, HE CAN TAKE HELP OF SURVEYOR IF ANY DISPUTE OCCURS. The correctness of every part of the work and shall rectify effectually , any errors or imperfections therein; such rectifications shall be carried out by the Contractor, at his own cost, when instructions are issued to that effect by the Officer authorized by CGM, OFCH.

I. AUTHORITIES OF OFFICER AUTHORIZED BY CGM, OFCH REPRESENTATIVE.

The duties of the representative of the Officer authorized by CGM, OFCH are to watch and supervise the work and to test and examine any material to be used or workmanship employed in connection with the works. The Officer authorized by CGM, OFCH may from time to time, in writing delegate to his representative any powers and authorities vested in the Officer authorized by CGM, OFCH and shall furnish to the Contractor a copy of all such delegations of powers and authorities. Any written instructions of approval given by the representative of the Officer authorized by CGM, OFCH to the Contractor within the terms of such delegations (but not otherwise) shall bind the Contractor and the OFCH as though it had been given by the Officer authorized by CGM, OFCH provided always as follows. Failure of the representative of the Officer authorized by CGM, OFCH to disapprove any work or materials shall not prejudice the power of

the Officer authorized by CGM, OFCH thereafter to disapprove such work or materials and so order the putting down, removal or breaking up thereof.

J - PROCEDURE FOR PAYMENT OF SALE VALUE

Based on the quantity of bamboo after check- measurement the CGM, OFCH, will raise invoice for the quantity and the same will be delivered to the Purchaser/ Tenderer by Registered Post or Special Messenger or e-mail. The Purchaser/ Tenderer on receipt of the invoice will arrange to remit the payment as per the invoice within 18 days. All payments in respect of this contract shall be made by Demand Draft/ NEFT/RTGS/Multicity Cheque favouring The State Bank of India, Ordnance factory Chanda. **(Account : Munitions India Limited O F Chanda , SBI , Ordnance Factory Bhadrawati Branch, Branch Code : 04711)**

The demand for payment will be delivered to the local agent of the Purchaser/ Tenderer.

The amount so arrived as per the invoice shall be remitted by the Purchaser/ Tenderer within eighteen (18) days from the date of receipt of Invoice. In case of non-receipt of sale amount as demanded by the CGM, OFCH, within eighteen (18) days of delivery of Invoice, penal interest @15% per annum on the due amount outstanding shall be levied. Under no circumstances the delay for payment beyond Thirty (30) days will be permitted and the CGM, OFCH may suspend the Agreement and adjust the advance amount to the extent of sale amount, taxes and the penal interest due from the Purchaser/ Tenderer.

The action so taken will be informed to the Purchaser/ Tenderer through Registered Post with Acknowledgement. In such an event, the Purchaser/ Tenderer shall replenish within (18) eighteen days of dispatch of intimation by registered post or in person under acknowledgement, all such amounts adjusted from the Advance Sale Amount and shall thus keep the Advance Sale Amount always full and complete, failing which the Agreement will be terminated at the risk and loss of the Purchaser/ Tenderer and the Advance Sale Amount available will be forfeited without giving any further notice.

The Advance Sale Amount paid at time of entering into Agreement as per Condition No.4 shall not be adjusted from the demands for payment until after 80% of the agreed total quantity is lifted and will fully adjusted only at the end of the transaction i.e., from the last bills of supply.

K - HARVESTING AND TRANSPORTATION OF BAMBOO.

The Purchaser/ Tenderer would harvest & transport the bamboo to the destination of the Purchaser/ Tenderer at his own cost and arrangements. The produce shall be transported by Purchaser/ Tenderer or their duly approved agent in accordance with Forest Rules as well as provisions of Motor Vehicles Act and Rules made there under.

L- KEEPING OF RECORDS:-

Purchaser/ Tenderer shall maintain a correct and detailed record of the felling, collection and transport of the Bamboo and shall submit monthly progress report to the CGM, OFCH or as laid down from time to time. The accounts so maintained by Purchaser/ Tenderer shall be open for inspection to the Officers authorized by CGM, OFCH. In case of non-submission of progress Reports, a fine @ Rs.500/month will be levied to Purchaser/ Tenderer.

M- DELAY IN EXTRACTION/ TRANSPORTATION:

Imposing Ground Rent & Fine: Purchaser/ Tenderer shall complete felling and transportation on or before 31/08/2027 or any other extended period as per the terms and conditions of this Agreement. However the works after the original contract period will be permitted by the CGM, OFCH for two months without any penalty. Further extension if any can be granted by the CGM, OFCH for two months on realization of ground rent @ Rs. 20/-per Metric Tonne per month and penalty @ 10% of the ground rent. Further extension if any can be granted by CGM, OFCH at his discretion on realization of ground rent @ Rs. 50/-Metric Tonne per month and penalty @ 10% of the ground rent. Transport of material shall be allowed during the above period only subject to the conditions that such activities will in no way affect the regeneration works and at the discretion of the CGM, OFCH.

N- HANDING OVER OF CONTRACT AREA BACK.

On expiry of the contract period or on completion of work whichever is earlier, Purchaser/ Tenderer shall handover the contract area back to CGM, OFCH or any officer authorized by him after drawing up a joint mahazar by the CGM, OFCH/ authorized officer and the authorized agent of Purchaser/ Tenderer. In case agent of the Purchaser/ Tenderer is not available on the day of expiry of the contract period, ex-party mahazar will be prepared by the CGM, OFCH/ authorized officer and the contract area will be retrieved. The loss if any assessed by the CGM, OFCH shall be binding on Purchaser/ Tenderer.

All the works and materials before finally taken over by Ordnance Factory Chanda will be the entire liability of the Contractor for guarding, maintaining and making good any damages of any magnitude Interim payments made for such work will not alter this position.

The handing over by the Contractor and taking over by the Officer authorized by CGM, OFCH, or his authorized representative will be always in writing of which copies will go to the CGM, OFCH and the Contractor. It is, however, understood that before taking over such work Ordnance factory Chanda will not put it into regular use as distinct from casual or incidental one, except as specifically mentioned elsewhere in this contract, or as mutually agreed to.

O- OTHER PENALTIES FOR VIOLATION OF AGREEMENT CONDITIONS

If Purchaser/ Tenderer violates all or any of the conditions laid down in this Agreement, they shall pay penalty as assessed by the Officer authorized by CGM, OFCH, as the case may be at the following rates:

a	For leaving produce uncollected in the contract area.	Value of the produce as assessed by the CGM, OFCH
b.	For damaging trees which may impair its future growth	Rs 200/-for each tree over girth of 25 cm

P- PURCHASER/ TENDERER RESPONSIBLE FOR RECEIVING NOTICES FOR PAYMENT:

The Purchaser/ Tenderer shall make his own arrangements to receive the notice/ Invoices for payments and other communication through his authorized agent and shall furnish the correct postal address and or e-mail address at which notice sand other communications can be sent. If the same are received back un-served or undelivered, it will be construed that such notices or communications are deemed to have been served on the Purchaser/ Tenderer.

Q- EVENTS LEADING TO CANCELLATION OF AGREEMENT:

In the event of failure on the part of the Purchaser/ Tenderer to fulfil the conditions in the Agreement within the time limit prescribed, the CGM, OFCH may cancel the allotment and forfeit all the amounts paid by the Purchaser/ Tenderer including the advance amount, duly reverting / confiscating the material released from the bamboo unit at site. This will be informed to the Purchaser/ Tenderer through Registered letter under Acknowledgment and or by e-mail.

Purchaser/ Tenderer shall be responsible for any illicit felling or removal of trees or other produce or hunting of any wild animal within 200 meter of the contract area unless otherwise proved, to the satisfaction of the Officer authorized by CGM, OFCH, such illicit felling or hunting may render this contract liable to be cancelled in addition of forfeiture of all amounts paid by the Purchaser/ Tenderer and all stock of produce collected under this contract but not removed from the area.

On cancellation of Agreement the Unit will be re-allotted or disposed otherwise at the risk and loss of the Purchaser/ Tenderer. When the Unit is so re-allotted or disposed whatever best amount is offered may be accepted irrespective of the original value of the unit allotted. The balance amount due to Ordnance factory Chanda if any, will be recovered from the Purchaser/ Tenderer but who will not be entitled to any excess

amount if obtained by such disposal. In such a case, the decrease in the Volume/ Weight ratio of the material already extracted, if any, will also be treated as a loss to Ordnance Factory Chanda and is recoverable from the Purchaser/ Tenderer.

R- REVOCATION OF CANCELLED AGREEMENT

The Chief General Manager, OFCH reserves the right to revoke the cancellation orders passed by him under Agreement Condition mentioned provided that All the amounts due to the Ordnance Factory Chanda., including the sale value, GST, Income Tax, penalties levied, penal interest, etc are paid by the Purchaser/ Tenderer before the date of resale/re-allotment of the unit.

If the Purchaser/ Tenderer fulfils the formalities of payment of amounts due to the CGM, OFCH including the sale value, GST, Income Tax, penalties levied, penal interest, amount short in advance amount, etc., subsequent to termination or cancellation but before the resale/re-allotment or before confirmation of any bid in such resale the cancelled Agreement can be revoked on payment of revocation fee of Rs. 25,000/- (Rupees Twenty Five Thousand only).

Whenever the cancellation of the Agreement is revoked, the order of forfeiture of Advance amount due to other cancellation shall stand revoked automatically.

S- INDEMNITY FOR ANY LOSS OR DAMAGE:

The Purchaser/ Tenderer shall not be entitled to claim any compensation whatsoever in case the Ordnance Factory Chanda is not able to allot the bamboo from the said bamboo units due to unforeseen circumstances like floods, cyclone, tempest, disease, pest, drought or any other natural calamities or by reason of any wrongful acts committed by any third party or any other reason whatsoever.

The Ordnance factory Chanda will not be responsible for any loss or damage that may be caused to the produce sold to the Purchaser/ Tenderer as a result of fire, floods, theft or any other calamity from the date of delivery of the material till receipt at the Purchaser/ Tenderer's final destination.

Where the material is stocked in the bamboo unit site/temporary dumping yard, the Purchaser/ Tenderer shall make his own arrangements to safeguard the produce in an appropriate manner besides insuring the same against any calamities. The Ordnance Factory Chanda will not be responsible for any loss or damage at such a temporary intermediate depot.

T- OBSERVANCE OF ACTS & RULES:

The Purchaser/ Tenderer shall at all times abide by the provisions of Indian Forest Act, 1927 as amended from time to time and the Rules made there under. The provisions of the Goods and Services Tax Rules as amended from time to time shall apply and the Purchaser/ Tenderer shall abide by the provisions of the said Act.

The provisions of the Indian Income Tax and other Central/ State Acts as applicable to the sale shall apply and the Purchaser/ Tenderer shall abide by the provisions of these Acts /Rules.

Liabilities under the Workmen's Compensation Act and other Acts and Rules relating to the workers engaged by the Purchaser/ Tenderer /his Contractors shall be borne by the Purchaser/ Tenderer.

Any infringement of Agreement conditions and provisions of Relevant Acts and Rules made there under as amended from time to time will entail cancellation of allotment, termination of the Agreement and forfeiture of the amounts already paid and confiscation of the produce in the Bamboo Units.

U- PAYMENT OF PENALTIES

Penalties levied shall be paid by the Purchaser/ Tenderer within 18 days of dispatch by Registered Post of the notice of demand for payment, or by an e-mail. In case of failure, such amounts shall be recovered from the advance amount, with 15 % annual interest from the due date.

V- FORCE-MAJEURE:

The Ordnance Factory Chanda may revoke the Agreement and withdraw from the compliance of the same in the event of circumstances beyond its control and in such an event it shall not be liable for any damage or loss, if any, caused to the Purchaser/ Tenderer.

W- JURISDICTION OF COURTS

All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen within the jurisdiction of the District Court Chandrapur.

Aa- INTERPRETATION

The Chief General Manager, OFCH shall be the authority to interpret all or any of the conditions laid down in this Agreement and their decision shall be final and binding on Purchaser/ Tenderer.

The terms of contract cannot be added to, varied or rescinded by any verbal Agreement subsequent to its execution. Any such verbal Agreement will be repudiated by either party unless such Agreement has been mutually confirmed in writing and form part of this Agreement for all purposes.

Ab- DISPOSAL OF DISPUTES AND DIFFERENCES

In the event of any dispute or difference whatsoever arising between the parties hereto either during the subsistence of the agreement to be executed, as to the interpretation of the terms and conditions of the contract or of the said agreement or as to the rights, duties and obligations of all the parties hereunder or as to any other matter whatsoever arising out of in relation thereto or concerning the same, the decision thereon of the Chief General Manager, OFCH shall be final and binding on all the parties concerned.

38- ADDITIONAL CONDITIONS FOR MATERIALS

BROUGHT BY CONTRACTOR

1. All the materials shall be brought at the site of work well in advance by the Contractor.
2. The Contractor shall submit periodically as well as on the completion of work, an account of all materials used by him on the work. In addition, a separate register shall be maintained on site for recording daily. This shall be signed daily by Contractor or his representative and the Officer authorized by CGM, OFCH.
3. The Contractor shall employ experienced personnel at the site of work at his own cost. The responsibility of security of Labours, supervisors and other persons shall rest with the Contractor.
4. The extract of register shall be submitted to the CGM, OFCH, with each bill. Copy of register for the entire period shall be submitted along with the final bill.
5. The Contractor shall take all necessary steps to guard the materials brought by him.
6. The Contractor shall make his own arrangement for the safe custody of the materials brought by him on site of work.
7. The charges for conveying of materials from the place of purchase by the Contractor to the site of work and the actual spot on work site shall be entirely borne by the Contractor. No claims on this account shall be entertained.
8. The Contractor shall produce sufficient documentary evidence i.e. bill for the purchase, Octroi receipt etc. for the purchase of material brought on the work site at once if so requested by the Ordnance Factory Chanda.

39 ADDITIONAL GENERAL CONDITIONS AND SPECIFICATIONS:-

These are to apply as additional conditions and specifications unless otherwise already provided for contradictorily elsewhere in this contract.

1. CONTRACTOR TO STUDY SITE CONDITIONS:-

The Contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and the special conditions, specifications, schedules and drawings and shall be deemed to have visited the site of the work and to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at rates quoted in the tender. In this regard, he will be given necessary information to the best of knowledge of the Ordnance Factory Chanda but without any guarantee about it. If he have any doubt as to the meaning of any portions of these general conditions or the special conditions, or the scope of work or the specifications and drawings, or any other matter concerning the contract, he shall in good time, before submitting his tender, set forth the particulars thereof and submit them to the Chief General Manager, OFCH in writing in order that such doubts may be clarified authoritatively before tendering. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic prequalification.

2. DECLARATION OF THE CONTRACTOR:-

Contractor should sign the declaration form which is Mandatory Condition.

3. INDEMNITY:-

The Contractor shall indemnify the Ordnance Factory Chanda against all actions, suits, claims and demands brought or made against him in respect of anything done or committed to be done by the Contractor in execution of or in connection with the work of this contract and against any loss or damage to the Government in consequence of any action or suit being brought against the Contractor for anything done or committed to be done in the execution of the work of this contract.

4. ERRORS, OMISSIONS AND DISCREPANCIES:-

- a) In case of discrepancy between unit rate quoted in figures and words, the figures written in words will be considered for acceptance of tender.
- b) In all cases of omissions and / or doubts or discrepancies in the dimensions/ yield /maps or description of any item or specifications, a reference shall be made to the Chief General Manager, OFCH whose elucidation, elaboration or decision shall be considered as authentic. The Contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

5. CO-ORDINATION:-

When several agencies for different sub-works of the Project are to work simultaneously on the Project site, there must be full co-ordination and cooperation between different Contractors to ensure timely completion of the whole Project smoothly.

The scheduled dates for completion specified in each contract shall therefore, be strictly adhered to. Each Contractor may make his independent arrangement for water, power, housing, etc. if they so desire. On the other hand the Contractors are at liberty to mutual agreement in this behalf and make joint arrangements with the approval of the Engineer.

No single Contractor shall take or cause to be taken any steps or action that may cause, disruption, discontent, or disturbance of work, labour or arrangement etc. of the other Contractor in the Project localities. Any action by any Contractor which the Chief General Manager, OFCH in his unquestioned discretion may consider as infringement of the above code, would be considered as a breach of the Contract Conditions and shall be dealt with as such.

In case of any dispute, disagreement between the Contractors, the Chief General Manager, OFCH decision regarding the co-ordination, co-operation and facilities to be provided by any of the Contractors shall be final and binding on the Contractors concerned and such a decision or decisions shall not vitiate any Contract nor absolve the Contractor(s) of his/their obligations under the contract nor consider for the grant for any claim or compensation.

6. TEMPORARY QUARTER AND SITE OFFICE:-

The Contractor shall at his own expense maintain sufficient experienced supervisory staff etc. required for the work and shall make his own arrangement, provide housing for them with all necessary arrangements, including fire preventive measures etc. as directed by the Officer authorized by CGM, OFCH, .

7. DAMAGE BY FLOODS OR ACCIDENTS:-

The Contractor shall take all precautions against damage by floods or like or from accident etc. No compensation will be allowed to the Contractor on this account or for correcting and repairing any such damage to the work during construction. The Contractor shall be liable to make good at his cost any plant or materials belonging to the Ordnance Factory Chanda lost or damaged by floods or from any other cause which is in his charge.

8. PROTECTION OF UNDERGROUND TELEPHONE CABLE AND AERIAL TELEPHONE WIRES AND POLES, TRANSMISSION TOWERS, ELECTRICITY CABLES AND WATER SUPPLY LINES:-

During the execution of work it is likely that the Contractor may meet with telephone cable, electrical cables, water supply lines, etc. it will, therefore, be the responsibility of the Contractor to protect them carefully. All such cases should be brought to the notice of the Officer authorized by CGM, OFCH, by the Contractor and also to the concerned Section. Any damage whatsoever done to these cables and pipelines by the Contractor shall be made good by him at his cost.

**All Annexures/Forms
Needed to submit
in same document**

100 Rs. Bond

(Affidavit)

Name : -

Age: -

Address: -

Declares that I / We ----- are Owners / proprietor / Authorized person.

Has submitted the open tender for works.

For same I / We have submitted correct & Right documents. All documents verified by me for their geniuses and I am fully agreed that no mistake / wrong thing done in it.

I know & agreed that if any wrongful documents found in due course then I will be liable for criminal action by the OFCH.

Signature of Contractors

Date

Name of Tenderer

Address of Tenderer

Place:

FORM NO. I

List of works tendered for and in hand as on the date of submission of this tender

Name of the tenderer:-

Sr. No.	Name of Work	Place & Country	Work in hand		Work tendered for		Anticipated date of completion		Work tendered for		Remarks
			Tendered cost	Cost of remaining Work	Completion	Estimated cost	Date when decision is expected	Stipulated date or period of completion			
1	2	3	4	5	6	7	8	9	10		

FORM NO II

Details of plant and machinery immediately available with the tenderer for the work

Name of the tenderer :-

Sr.No.	Name of equipment	No. of units	Kind and make	Capacity	Age and Condition	Present Location	Remarks
1	2	3	4	5	6	7	8

FORM NO. III

Details of works of similar type and magnitude carried out by the certified by govt. officer or owners

Name of the tenderer:-

Sr. No.	Name of Work	Cost of Work	Date of starting	Stipulated date or period of completion	Actual date of completion	Remarks
1	2	3	4	5	6	7

FORM NO. IV

Details of Technical Personnel available with the Contractor

Name of the tenderer

Sr. No.	Name of Person	Qualifications	Whether working in field or in office	Experience of execution of similar works	Period for which the person is working with the tenderer	Remarks
1	2	3	4	5	6	7

DECLARATION OF THE CONTRACTORS

I/We hereby declare that I/we have made myself/ourselves thoroughly conversant with the sub-soil conditions, the local conditions regarding all mentioned in tender and in local sites and labour of which I/we have based my/our rates for this work. The specifications, conditions, of this work have been carefully studied and understood by me/us before submitting this tender.

I/We hereby undertake to pay the labourers engaged on the work as per Minimum Wages Act, 1948 applicable to the zone concerned.

Also I agree to abide by all conditions in tender and agreement, for which I bind myself

Signature of Contractor(s)

Date

Name of Tenderer

Address of Tenderer

Place:

Site Inspection Report

.....have read the Tender conditions and attached Agreement Conditions and understood them. I have visited the bamboo unit detailed in the Schedule and satisfied myself of the quality & quantity of material and understood the locality and terrain for which I intend to participate in this tender and I hereby agree to abide by all the terms and conditions and in case any loss occurred to the Government due to any failure in observing the conditions in the tender/Agreement by us/me, such loss can be covered from me.

Also I had seen Schedule B and Map of area as per my will in presence of below signed forest officer

Signature of Tenderer

Date

Name of Tenderer

Address of Tenderer

Place:

Site Shown By

Name of Officer

Ordnance Factory Chanda

TENDER FORM

From
Full Name :- _____
Postal Address :- _____
Tel. No. :- _____

To,
The Chief General Manager
Ordnance Factory Chanda
A Unit of Munitions India Ltd,
Govt Of India Enterprise,
Ministry of Defence, Chandrapur 442501

Subject:- Notice Inviting Tender Of the sale of Bamboo Units From **Ordnance Factory Chanda Residential Premises Area**

Sir,

1.0 Pursuant to the Notice Inviting Tenders No. _____ Dt. _____ issued by you for and on behalf of the Ordnance Factory Chanda. I/We hereby submit my/our Tender in the prescribed form for purchase by me/us of Bamboo Units From **Ordnance Factory Chanda Residential Premises Area**.

2.0 I/We offer to purchase the following Bamboo Unit at the Rate Mentioned against it by me/us in the Schedule hereunder:

Sr. No.	Ordnance Factory Chanda Residential Premises Area	Notified/ Estimated yield in Tonne	Rate offered per Tonne excluding Taxes
1	2	3	4

Note. ----- The offer amount should be written in figures and words.

3.0 I/We have thoroughly read and understood Terms and Conditions of Tender and the Terms and Conditions of contract annexed hereto and which have been signed in token thereof by me/us alongwith the Notice Inviting Tenders and I/We hereby agree to duly abide by them.

4.0 I/ We agree to keep my/our this offer open for acceptance by the Ordnance Factory Chanda within 90 days from the date of opening of the Tender. I/We shall be bound by the communications of acceptance of this Tender dispatched by the Ordnance Factory Chanda within the reasonable time.

5.0 As required by the Terms and Conditions of Tender, I furnish herewith the Earnest Money Deposit of Rs. _____ (Rupees _____ Only) online/ RTGS/ NEFT for the Unit for which Tender is submitted, on dated _____ in favor of the

6.0 In the event of my/ our this Tender being accepted by the Ordnance Factory Chanda, I/ We agree to duly furnish the Security and Additional Security Deposit, of purchase price alongwith the taxes for the Bamboo Unit for which my/ our this Tender has been accepted by the Ordnance Factory Chanda and also to execute an agreement in the prescribed form as required by the Terms and Conditions of contract within the period respectively prescribed therefor.

7.0 I/ We do hereby declare that the entries made in the tender are true and also that I/ We shall be bound by the act of my/ our authorized representative/ duly constituted attorney Shri. _____, whose signature is appended hereto in the space specified for the purpose and if any other person who in future may be appointed by me/ us in his place and to carry on the business of the concern, the prior intimation of such change shall be given to the Conservator of Forests concerned.

8.0 The names and addresses of the partners of our firms are as follows

<u>Names</u>	<u>Addresses</u>
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1.

2.

A copy of our Deed of partnership duly certified as true copy is enclosed.

OR

Our company is a Private/ Public Limited Company registered under the Indian Companies Act, _____ / The Companies Act, _____ and its registered office is situated at

A copy of the print of Memorandum and Articles of Association of our Company duly certified as true is enclosed.

OR

The names and addresses of the adult male members of our joint Hindu Family firm of which the undersigned is the Karta are as follows:

<u>Names</u>	<u>Addresses</u>
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4. I/ We hereby state and declare _____

- i) that I/ We owe no dues to the Government India / Govt of Maharashtra,
- ii) that I/ am/ we are not minor(s)
- iii) that I/ We have not been declared insolvent (s)
- iv) that I/ We have not been convicted in any court for offences involving moral turpitude.

Yours faithfully,

Signature of Tenderer
(Name)

Capacity in which signing
Address:

Note:- Entries to be made in respect of Firm or Company or constituted attorney may be left blank or strike out wherever not applicable.

ABBRIVIATIONS

Sr. No.	Short form	Long form
1	CGM	Chief General Manager
2	OFCH	Ordnance Factory Chanda
3	N.I.T.	Notice Inviting Tender
4	DD	Demand Draft
5	NEFT	National Electronic Fund Transfer
6	RTGS	Real Time Gross Settlement
7	G.R.	Government Resolution
8	GST	Good & Service Tax
9	EMD	Earnest Money Deposit
10	P.T.R.	Professional Tax Returns
11	P.T.E.	Professional Tax Enrolment.
12	A/C No.	Account Number