

DETAILS OF BIDDING AGENCY

(To be printed on Bidders letter head dully filled and Signed/Stamped to be uploaded with Technical Bid in Label _1)

S. No.	Particulars	Details
1.	Name of the Firm (In capital letters)	
2.	Full name of the Bidder (In capital letters)	
3.	Full address of the Bidder / Registered Office	
4.	(a) Telephone No: (b) Email ID:	
5.	Names and Details of the Authorized Signatory of the EPC Contract/ Bid (Name, Designation, Address, Landline Number, Mobile number, Email ID).	
6.	Has the bidder been blacklisted by any organization at any time? If so, attach the details of the same.	
7.	Registration Details of Central Govt./State Govt/DPSU/PSUs/PSEs/Any Govt Organisation for Civil and Electrical Contract work.	
8.	Valid Electrical Licence for Electrical work issued by State Govt.	
9.	PAN No.	
10.	GST Registration No.	
11.	Contract Labour License No.	
12.	Employee Provident Fund (EPFO) No.	
13.	Employee State Insurance Corporation (ESIC) No.	
14.	BOCW Welfare Board Registration No.	

15	Corporate Identification Number (CIN)/ Firm Registration Number (FRN).				
17.	No. of full-time employees in the Organization (Give full details against each)		Details of each employee with Qualification, Experience in relevant fields and number of years working with Organisation		
	a. Civil Engineers				
	b. Electrical Engineers				
	c. Quality Engineers				
	d. Safety Engineers				
	e. Supporting Staff (Technical)				
17.	Date of incorporation and number of years of experience in relevant area.				
18.	MoU Ratings (if any) for the past Seven years as per DPE, GoI (for PSUs/PSEs only).				
19.	Green Building Experience				
20.	Financial Strength of the Organization for the last 3 years. (Attach photocopies of audited balance sheets and CA certified calculation statements).				
	Turnover (IN CRORES)	2023-24	2024-25	2025-26	Average
	Annual Profit PBT (Before Tax)	2023-24	2024-25	2025-26	Average
	Net Worth (as on 31 st March 2026)				

Note: Attach attested copies of all the documents in support of above-mentioned points.

- It is hereby certified that _____ (The bidding agency herein) has never been black-listed by Central/ State Governments/ PSUs/PSEs.
- It is hereby submitted that all the terms and conditions of this EPC Contract are acceptable to the Bidder.

I/We hereby certify that the above-mentioned particulars are true and correct. If any fact/information is found incorrect/misleading, the bid will be rejected, and the bidder is liable for legal action.

(Signature of Authorized Signatory).

(Name of Authorized Signatory)

(Seal & Stamp)

DETAILS OF SIMILAR NATURE OF WORK EXECUTED DURING LAST SEVEN YEARS

(To be printed on Bidders letter head dully filled and Signed/Stamped to be uploaded with Technical Bid in Label_1)

Bidder should have experience of having executed "Similar works" means one work for Industrial shed/buildings with Steel structures (Coulmns and beams of steel), including civil works, foundation works, internal & external water supply, internal electrical installations etc

SL No.	DETAILS	
1	Name of work / project and location	
2	Owner/Client or sponsoring organization	
3	Type of work (with respect to the eligibility criteria of this bid)	
4	Work Components [Please tick (√) in relevant box]	
a	Industrial shed/buildings with Steel structures (Coulmns and beams of steel including civil works	
b	Other RCC framed structure building work	
c	Electrical Sub-Station building work	
d	External & Internal water supply with Reservoir	
e	External electrical installations Electrical wiring work	
f	Fire Fighting installations & Fire Alarm	
5	Height of building	
6	Cost of work on completion in Rs. Crores	
7	Date of commencement as per contract	
8	Stipulated date of completion	
9	Actual date of completion	
10	Date and No. of completion certificate	
11	Ref. & Page No. of documentary proof of the detail missing in completion certificate	
12	*Litigation/ arbitration cases pending / in progress with details	
13	Name and Address (Postal & E-mail) / telephone number of officer to whom reference may be made	
14	Whether the work was done on back to back basis	

Certified that the above list of works is complete and no work has been left out and that the information given is correct to my / our knowledge and belief. Copy of work orders and completion certificate is attached.

(Signature of Authorized Signatory)

Name of Authorized Signatory)

(Seal & Stamp)

PERFORMANCE REPORT OF WORK EXECUTED

(To be issued by Executive Engineer or Equivalent rank and to uploaded with
Technical Bid in Label_1)

1	Name of work / project and location	
2	Agreement No.	
3	Whether the work is carried out in Engineering Procurement & Construction (EPC)/Turnkey basis	Yes/No
4	Name of Contractor	
5	Estimated cost	
6	Tendered cost	
7	Cost of completed work	
8	Date of start	
9	Date of completion	
	i) Stipulated date of completion as per work order	
	ii) Actual date of completion	
10	i) Whether case of levy of compensation for delay has been decided or not	Yes/No
	ii) If decided , amount of compensation levied for delayed completion, if any	
11	Work Component (Please mention the % contribution against the total completion cost)	
a	Industrial shed/buildings with Steel structures (Coulmns and beams of steel including civil works	%
b	Other RCC framed structure building work	
c	Electrical Sub-Station building work	
d	External & Internal water supply with Reservoir	
e	External electrical installations Electrical wiring work	
f	Fire Fighting installations & Fire Alarm	
g	Other development work (mention specific work if any)	

NOTE: The % work distribution under Sl. No.11 should be supported with cost distribution or billing statement duly signed by authority to be enclosed in this format)

(Executive Engineer Or Equivalent)

(Name & Designation of Signatory)

(Seal & Stamp)

FINANCIAL INFORMATION DURING LAST 03 (THREE) YEARS

Financial Analysis-Details to be furnished duly supported by figures in balance sheet, statement of Profit & Loss account along with notes to accounts for the last five years duly certified by the Chartered Accountant mentioning the firm registration number issued by ICAI along with the full address.

i) Gross Annual Turnover and Turnover from Construction Works for last three consecutive financial years ending 31.03.2025.

S. No.	Financial Year	Gross Annual Turnover in Indian Rupees as per Audited Balance Sheet	Annual Turnover from Construction Works in Indian Rupees as per Audited Balance Sheet
1	2022-23		
2	2023-24		
3	2024-25		
	Average Annual Turnover over the past three years		

ii) Balance Sheet & Statement of Profit & Loss for last five consecutive financial years ending 31.03.2025. (The balance sheet in case of Pvt. / Public Ltd. Company means its standalone finance statement and consolidated financial statement both)

S. No.	Financial Information in Rs. Equivalent	2022-23	2023-24	2024-25
1	Total Assets			
2	Current Assets			
3	Total Liabilities			
4	Current Liabilities			
5	Profit before Tax			
6	Profit after Tax			
7	Net Worth			

Note:

Net Worth shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

Signature of Chartered
Accountant with Seal
FRN Number-----
UDIN Number-----
Membership No.-----

Signature of Bidder.

BANKER'S CERTIFICATE FROM A COMMERCIAL BANK

Dated:

To
(Tender inviting authority)

.....
.....
.....

This is to certify that to the best of our knowledge and information that M/s.....
having marginally noted address,as a Customer of our bank are/ is respectable
and can be treated as good for any engagement upto a limit of Rs..... (Rupees.....
.....) This certificate is issued without any guarantee or responsibility on the bank or
any of the officers.

(Signature & Seal)
For the Bank

NOTE

1. Banker's Certificates should be on letter head of the Bank, addressed to tendering authority.
2. In case of Partnership firm, certificate should include names of all partners as recorded with Bank.

FORM FOR CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT

"It is to certify that as per the audited balance sheet and profit & loss account during the financial year , the Net Worth of M/s (Name & Registered Address of individual/firm/ company), as on (the relevant date) is Rs. after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30 % in the last three years ending on (the relevant date)."

Unique Document Identification Number (UDIN)

Signature of Chartered Accountant

Name of Chartered Accountant

Membership No. of ICAI

Date and Seal

FORMAT FOR EMD BANK GUARANTEE

(To be submitted on non-judicial stamp paper of appropriate value purchases in the name of the issuing Bank)

1. Whereas _____ (hereinafter called the "Bidder") has submitted their offer dated _____ for "**[CIVIL WORK FOR EXTENSION OF FOUNDRY AND EXTRUSION SECTION FOR NEW 10000 TON CAPACITY PRESS ALONG WITH UP & DOWN STREAM FACILITIES PROJECT AT ORDNANCE FACTORY AMBAJHARI, NAGPUR]**" (hereinafter called the "Tender") against the Tender Enquiry TE No. 9905/Ext & Fdy Project/ND2401/M&R/EO(Civil)/2026-27 of Ordnance Factory Ambajhari.

2. KNOW ALL MEN by these presents that WE _____ of _____ having our registered office at _____ are bound unto Ordnance Factory Ambajhari, Nagpur (hereinafter called the "OFAJ") in the sum of Rs. 15,00,000/- (Rs. Fifteen Lakhs Only) for which payment will and truly to be made to OFAJ, the Bank binds itself, its successors and as signs by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2026.

3. CONDITIONS OF THESE OBLIGATIONS ARE :

- (i) If the Bidder withdraws or amends, impairs or derogates from the tender in my respect within the period of validity of this tender.
- (ii) If the Bidder having been notified of the acceptance of his tender by the OFAJ during the period of its validity :
 - (a) If the Bidder fails to furnish the "Performance Security" for the due Performance of the contract.
 - (b) Fails or refuses to accept / execute the contract.

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

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

(Signature of the Authorised Officer of the Bank)

Name of the Officer

Designation of the Officer

Seal, Name & Address of the Bank

(Note : If the Bank has its own Bank Guarantee format for EMD, covering the conditions with above mentioned obligations, the firm may submit their bank guarantee with that format also).

PRE-CONTRACT INTEGRITY PACT

General :

1. Whereas the Executive Director, hereinafter referred to as the Buyer and the first party, proposes to procure **“CIVIL WORK FOR EXTENSION OF FOUNDRY AND EXTRUSION SECTION FOR NEW 10000 TON CAPACITY PRESS ALONG WITH UP & DOWN STREAM FACILITIES PROJECT AT ORDNANCE FACTORY AMBAJHARI, NAGPUR”**, hereinafter referred to as Defence Stores and M/s, represented by, Mr. / Mrs. _____, Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Seller and the second party, is willing to offer/has offered the stores.

2. Whereas the Bidder is a private company/public company/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Departmental Organisation under YIL, Ministry of Defence, Government of India Enterprises.

Objectives :

3. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

3.1 Enabling the Buyer to obtain the desired defence stores at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.

3.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

Commitments of the Buyer :

4. The Buyer Commits itself to the following :-

4.1 The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves

or

for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

4.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

4.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

Contd..2

5. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

Commitments of Bidders :

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post- contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

6.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

6.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contractor any other Contract with the Government.

6.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/integrator/ authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

6.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

6.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

6.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

7. Previous Transgression :

7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

8. Earnest Money/Security Deposit :

8.1 All procurement cases above ₹ 0.5 Cr and up to ₹ 100 Cr, Integrity Pact is required to be executed without any additional Financial Guarantee. The EMD/SD/PBG required to be submitted by the vendor as prescribed in the respective Procurement Manual shall only act as the financial guarantee for the IP.

8.2 The validity of the IP will be the validity of the EMD/SD/PBG or the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later. In case there are more than one bidder, the Earnest Money/Security Deposit shall be refunded by the buyer to those bidder(s) whose bid does not qualify (do not qualify) after the stages of TEC/ TPC, as constituted by the Buyer, immediately after a recommendation is made by the TEC/TPC on bid(s) after an evaluation.

8.3 In the case of successful bidder, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

8.4 The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

8.5 No interest shall be payable by the Buyer to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

9. Company Code of Conduct :

9.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

10. Sanctions for Violation :

10.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions,

Wherever required :-

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

(ii) The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

(iv) To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India (or Base Rate of State Bank of India in the absence of Prime Lending Rate), while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance-cum-warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.

(vi) To cancel all or any other Contracts with the Bidder.

(vii) To ban the Bidder from entering into any bid from the Government of India for a minimum period of five years and not more than ten years at the discretion of the Buyer.

(viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

(ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder. The term "close relative" for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

(x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

(xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened. 10.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

11. Fall Clause :

11.1 The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

11.2 The Bidder shall strive to accord the most favoured customer treatment to the Buyer in respect of all matters pertaining to the present case.

12. Independent Monitors :

12.1 The Buyer has appointed Independent Monitor(s) for this Pact in consultation with the Central Vigilance Commission :

Name & Address of IEM	Name & Address of IEM
Dr. Ashok Kumar Saxena, IOFS (Retd.) Bungalow No. 38, Sector 8-A, Gandhinagar – 382 008 M. No. 9825049428 Email : ashoksaxena1159@gmail.com	Shri Nand Lal Singh, (Retd Central Engineering Service-1979 Exam-CPWD) Bungalow No 38, Sector-8A,D-2/1904 Cleo Conty, Sector-121, Noida (UP)-201301 Mobile No. 9830121650 E-Mail address : nlsingh3@gmail.com

12.2 As soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the Executive Director.

13. Examination of Books of Accounts :

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

14. Law and Place of Jurisdiction :

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. the nearest location from the seat of the Buyer of a High Court or a Bench of High Court.

15. Other Legal Actions :

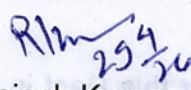
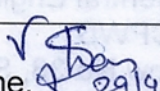
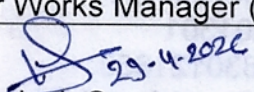
The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

16. Validity :

16.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later.

16.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

17. The Parties hereby sign this Integrity Pact at _____ on _____.

BUYER	BIDDER
Signature :  Rajesh Kumar	Signature : _____
Designation : Dy. General Manager	Chief Executive Officer :
Ordinance Factory Ambajhari	Name of the Firm _____
Witness :	Witness : _____
1. Vilas S. Shahane,  29/4/2026 Junior Works Manager (SG)	1. _____
2. Kamlesh Sonare,  29-4-2026 Junior Works Manager	2. _____

FORMAT FOR UNDERSTANDING THE SITE VISIT
(To be Submitted on Firm's Letterhead)

Date:

To,
The Executive Director, Ordnance
Factory Ambajhari,
Nagpur – 440021

Sub: SITE VISIT REGARDING TENDER ENQUIRY OF “CIVIL WORK FOR EXTENSION OF
FOUNDRY AND EXTRUSION SECTION FOR NEW 10000 TON CAPACITY PRESS ALONG
WITH UP & DOWN STREAM FACILITIES PROJECT AT ORDNANCE FACTORY AMBAJHARI,
NAGPUR”

TE Ref No : 9905/Ext & Fdy Project/ND2401/M&R/EO(Civil)/2026-27

Dear Sir,

I/ We hereby certify that I/we examined & inspected the site & its surroundings satisfactorily, where the project is to be executed as per the scope of work. I/we are well aware about the location and condition etc.

I / We hereby submit our BID considering all facts gathered during site visit and each & every aspect has been considered in the Quoted cost of the project as per BOQ.

1. Name of Bidder Representative with designation: _____
2. Name of the Bidder/Firm: _____
3. Date and Time of Site Visit: _____
4. Any other details:
5. Visited site in presence of OFAj Officer: _____

Designation: _____

Countersigned: _____

Yours Faithfully

(Signature with Stamp)

Note: Technical Bid without Proof of Site Visit will summarily rejected.

**(FORMAT OF UNDERTAKING, TO BE FURNISHED ON FIRM'S LETTER HEAD WITH REGARD TO
BLACKLISTING / NON – DEBARMENT)**

To,
The Executive Director,
Ordnance Factory Ambajhari,

We hereby confirm and declare that we, M/s _____, are not blacklisted / De-Registered/ Debarred by any Government Department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the Works/ Services during the last 7 years.

Further, I have read all the Conditions / Instructions / Annexure(s) (if any)/ Drawing(s) (if any) / Technical Specifications & Scope of Work etc. of this tender enquiry and complied with the same.

For Authorised Signatory

Place :

Date :

Format of Declaration by the Appointed Arbitrator
(To be Submitted on Arbitrator's Letter head)

Date:

To,
The Executive Director, Ordnance
Factory Ambajhari, Nagpur – 440 021

Sir,

1. Name
2. Contact Details:
3. I, hereby certify that I have retired from [Organisation/ Unit] w.e.f. _____ in _____ grade.

I, hereby certify that I am serving Officer and am presently posted as _____ in grade.

OR

I hereby certify that I am currently empanelled as arbitrator by Indian Council for Arbitration (ICA) in the category of _____. I have no past or present relationship in relation to the subject matter in dispute, whether financial, Business, professional or other kind.

OR

I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under:

- 1.
- 2.

I have no past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of the Arbitration and Conciliation Act 1996.

OR

I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of the Arbitration and Conciliation Act 1996. The details of such relationship or interest are as under:

- 1.
- 2.

There are no concurrent circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

OR

There are circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under:

- 1.
- 2.

Yours Faithfully
(Signature with Stamp)

TENDER CONDITIONS ACCEPTANCE LETTER
(To be Submitted on Firm's Letterhead)

Date:

To,
The Executive Director,
Ordnance Factory Ambajhari,
Nagpur - 440 021

Sub: Acceptance of Terms & Conditions of the Tender Enquiry for :“CIVIL WORK FOR EXTENSION OF FOUNDRY AND EXTRUSION SECTION FOR NEW 10000 TON CAPACITY PRESS ALONG WITH UP & DOWN STREAM FACILITIES PROJECT AT ORDNANCE FACTORY AMBAJHARI, NAGPUR”

TE Ref No : 9905/Ext & Fdy Project/ND2401/M&R/EO(Civil)/2026-27

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned tender enquiry from CPP Portal, as per your Notice Inviting Tender published on website.
2. I / We hereby certify that I / we have read the entire Terms and Conditions of the “TENDER ENQUIRY” along with Technical Specification, Scope of Work, Eligibility Criteria/ Technical Eligibility Criteria and Document Submission Check list, which form part of the Contract Agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein as under;

Article. No	Tender Condition Details	Agreed
1	Notice inviting Tender Containing the Primary information for tender	Yes/No
2	Preamble Regarding EPC contract with, Technical Parameters, Contract Period, Risk Allocation, Design and construction, Key Output Parameters, Bid submission information, Pre-Bid Meeting & Site visit, Minimum Eligibility Criteria, Evaluation of Technical & Financial Bid, Monitoring and Supervision, Milestone based payment, Liquidated Damages for Delay, Defect Liability Period, Termination and Dispute Resolution	
PART - I	PRELIMINARY	
Article-1 (Clause 1.1 to 1.4)	Definitions And Interpretation Definitions, Interpretation, Measurements and arithmetic conventions, Priority of agreements and errors/discrepancies	
PART - II	SCOPE OF THE PROJECT	
Article-2 (Clause 2.1 to 2.3)	Scope Of Work Soil investigation & Design drawing submission, Site clearance and obstacle demolition And Construction work of Foundry Shop Extension, Foundry & Extrusion Office, Extrusion Shop Extension, Foundry & Extrusion Electrical substation, Foundry & Extrusion IEs Change, New Fire Station & Shed, LDO Storage facility shifting, Vehicle Parking Shed, RCC Elevated Service Reservoir (ESR), RCC Static Tank, Foundry Dross Collection Shed, Scrap Collection Shed, Internal Electrical wiring work, LAN/Telephone network, Fire Alarm and Fire Fighting network, Internal water line and External Services	
Article-3 (Clause 3.1 to 3.3)	Design Basis Report Design Basis Report for Civil Structures, Design Basis Report for Plumbing (Water supply and Sanitary), Design Basis Report for Fire Fighting System, Design Basis Report for Electrical Works	
Article-4 (Clause 4.1 to 4.6)	Obligations Of The Contractor Obligations of the Contractor, Obligations relating to sub-contracts and any other agreements, Contractor's personnel, Contractor's care of the Works, Unforeseeable difficulties, Safety at work site	

2.../-

Article. No	Tender Condition Details	Agreed
Article-5 (Clause 5.1 to 5.5)	Obligations Of The Authority Obligations of the Authority, Water supply and Electricity for construction, Changes in Scope of work, Supports for applicable permits, Environmental and Forest Clearances	
Article-6 (Clause 6.1 to 6.3)	Representations and Warrants Representations and warranties of the Contractor, Representations and warranties of the Authority, Disclosure	
Article-7 (Clause 7.1 to 7.2)	Disclaimer Disclaimer for any doubts, site condition by visiting site.	
PART - III	CONSTRUCTION	
Article-8 (Clause 8.1 to 8.3)	Security Deposit And Performance Guarantee Security Deposit, Performance Security Deposit, Retention Money.	
Article-9 (Clause 9.1 to 9.3)	Utilities and Trees Shifting of obstructing utilities, New utilities, Felling of trees	
Article-10 (Clause 10.1 to 10.4)	Design and Construction of Project Obligations prior to commencement of Works, Design and Drawings, Extension of time for completion, Incomplete Works	
Article-11 (Clause 11.1 to 11.11)	Safety Instructions For Working at Height General Safety, Statuary requirement, Procedure for the jobs at height, Safety precautions for working on roof, Safety precaution for exhaust fan/sky jet fans, Safety for cranes & alignment of gantries Safety Precaution during Painting, Cutting of trees/trimming of tree branches, Safety precaution for electrical fittings, DO's And DONT's While working at Height, Work Permit for working at height	
Article-12 (Clause 12.1 to 12.16)	Quality Assurance, Monitoring and Supervision Quality of Materials and workmanship, Quality control system, Methodology, Inspection and technical audit by the Authority, External technical audit, Inspection of construction records, Monthly progress reports, Inspection, Samples, Tests, Examination of work before covering up, Rejection, Remedial work, Delays during construction, Quality control records and Documents, Suspension of unsafe Construction Works	
Article-13 (Clause 13.1 to 13.5)	Completion Of Work Work start & Completion period, Submission of Completion report, Stability Certification of Buildings, Test Reports of Buildings, Defect Liability Period	
Article-14 (Clause 14.1 to 14.5)	Change of Scope Change of Scope, Procedure for Change of Scope, Payment for Change of Scope, Restrictions on Change of Scope, Power of the Authority to undertake works	
Article-15 (Clause 15.1 to 15.6)	Defect Liability Defects Liability Period, Remedy and rectification of Defects and deficiencies, Cost of remedying Defects, Contractor's failure to rectify Defects, Contractor to search cause, Extension of Defects Liability Period	
Article-16 (Clause 16.1 to 16.3)	Authority's Engineer Appointment of the Authority's Engineer, Duties and functions of the Authority's Engineer, Instructions of the Authority's Engineer	
Article-17 (Clause 17.1 to 17.5)	Environmental Management System OFAJ Environmental Management, Disposal of Solid Waste, Air Pollution Prevention, High Noise Area display, Optimum Use of Natural Resources	

Article. No	Tender Condition Details	Agreed
PART - IV	FINANCIAL COVENANTS	
Article-18 (Clause 18.1 to 18.9)	Payments Contract Price, Advance Payment, Procedure for estimating the payment for the Works, Stage Payment Statement for Works, Price Variation for Works, Final Payment Certificate, Discharge, Change of law.	
Article-19 (Clause 19.1 to 19.11)	Insurance Insurance for Works Notices to the Authority Evidence of Insurance Cover Remedy for failure to insure, Waiver of subrogation, Contractor's waiver, Cross liabilities, Accident or injury to workmen, Insurance against accident to workmen, Application of insurance proceeds, Compliance with policy conditions	
PART - V	FORCE MAJEURE AND TERMINATION	
Article-20 (Clause 20.1 to 20.10)	Force Majeure Force Majeure, Non-Political Event, Indirect Political Event, Political Event, Duty to report Force Majeure Event, Effect of Force Majeure Event on the Agreement, Termination Notice for Force Majeure Event, Termination Payment for Force Majeure Event, Dispute resolution, Excuse from performance of obligations	
Article-21 (Clause 21.1 to 21.4)	Suspension of Contractor's Rights Suspension upon Contractor Default, Authority to act on behalf of Contractor, Revocation of Suspension, Termination	
Article-22 (Clause 22.1 to 22.8)	Termination Termination for Contractor Default, Termination for Authority Default, Right of Authority to Determine the Contract, Requirements after Termination, Valuation of Unpaid Works, Termination Payment, Other rights and obligations of the Parties, Survival of rights	
SPART - VI	OTHER PROVISIONS	
Article-23 (Clause 23.1 to 23.2)	Assignment and Charges Restrictions on assignment and charges, Hypothecation of Materials or Plant	
Article-24 (Clause 24.1 to 24.6)	Liability and Indemnity General indemnity, Indemnity by the Contractor, Notice and contest of claims, Defense of claims, No consequential claims, Survival on Termination	
Article-25 (Clause 25.1 to 25.13)	Dispute Resolution Disputes, Excepted Matters, Adjudication, Mediation, Appointment of Mediator (s), Process, Arbitration, Notices for Arbitration, Reference to Arbitration, Appointment of Arbitrator, The Arbitral procedure, Arbitral Award, Challenging Arbitration/Judicial Award	
Article-26 (Clause 26.1 to 26.4)	Compliance of Labour Law Contract labour regulations, Payment of labour wages, Labour safety and hygiene, Sexual harassment of women at work place	
Article-27 (Clause 27.1 to 27.18)	Miscellaneous Governing law and jurisdiction, Waiver of immunity, Delayed payments, Waiver, Liability for review of Documents and Drawings, Exclusion of implied warranties etc. , Survival, Entire Agreement, Severability, No partnership, Third Parties, Successors and assigns, Notices, Language, Counterparts, Confidentiality, Copyright and Intellectual Property rights, Limitation of Liability	

Article. No	Tender Condition Details	Agreed
Article-28 (Clause 28.1)	Definitions Definitions and explanation of terms use in Tender	
Article-29 (Clause 29.1 to 29.4)	Schedules Activity Bar Chart Schedule-A Activity/Unit wise Percentage cost Breakup Schedule-B Activity wise Milestone Schedule-C Technical Specification of Materials Schedule-D	
(Clause 29.5 to 29.7)	List of Bid enclosures and other formats List of General Arrangement (GA) Drawings Checklist for Bid Submission	

3. The corrigendum(s) issued (if any) from time to time by your department / organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender Document / corrigendum(s) in its totality.
5. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason may summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said Earnest Money deposit absolutely.

Yours Faithfully
(Signature with Stamp)