UNDERTAKING & DECLARATION

We, as an enrolled Vendor to OFB do hereby declare that we understand the OFB e-Procurement system and undertake to abide by and honour the following terms and conditions:

1. The following terms used herein to mean
   a) OFB : Ordnance Factory Board
   b) Buyer : Ordnance Factory issuing the Tender Enquiry/ PQ/ EOI
   c) Tenderer : Supplier/Vendor/Contractor to the Buyer
   d) OFB e-Procurement system: Internet based, Web-enabled, Form Driven Procurement System.

2. All Invitation to Tenders that are posted on the Web site of the OFB e-Procurement system (presently having the URL address – https://ofbeproc.gov.in by the Buyer shall be considered as valid legal documents against which the Tenderer(s) to whom the said Invitation to tenders have been addressed can submit their quotations in accordance with all the Terms & Conditions stipulated in the Invitation to Tender.

3. All quotations submitted by the Tenderer/his authorized agent/representative by logging on to the above web site for OFB e-Procurement system using the User Identification provided by the Buyer and password by which the person logging into the OFB e-Procurement system is authenticated and filling up the structured on-line forms available against each Invitation to Tender, shall be considered as legal and binding documents having in all opinion the same legal validity as a physically signed quotation by the Tenderer/his authorized agent/representative.

4. In the event of the Tenderer having submitted more than one quotation against an Invitation to Tender, only the latest quotation submitted by him shall be considered as the valid quotation for consideration of opening of the quotation and issuance of Acceptance of Tender by the Buyer. All earlier quotations submitted in the OFB e-Procurement system shall be deemed to be superseded and invalid and will remain un-opened in the System and also not available for viewing the details by the Tenderer or the Buyer once the valid quotations against the said Invitation to Tender are opened on the scheduled date and time by the Buyer’s authorized representative.

5. Once the quotations against an Invitation to Tender submitted in the OFB e-Procurement system are opened, the Tenderer/s shall be legally bound to honour the contract, which may arise out of the acceptance of the said quotation. In the event of non-acceptance of the contract so awarded and arising out of such quotations (including any subsequent confirmations on price, technical and commercial grounds from the Tenderer) the Buyer
shall have access to all and same legal remedies available for enforcement of the contract as available had the quotations been submitted by the Tenderer on paper attested with a signature of an individual so authorized.

6. Once the quotations are opened, the Tenderer shall have no claim to withdraw the quotations on the grounds that he had not understood any part/total of the web posted Invitation to the Tender and/or that he had not submitted the quotations and/or that his user-id and password had been wrongly used by someone else not authorized by him and/or that the authority of the personnel who had been entrusted with the user-id and password had since ceased and/or that the prices, technical parameters and terms and conditions which are available on-line in the OFB e-Procurement system are not the ones that the Tenderer had submitted originally. The maintenance and security of the user-id and password is strictly and solely the responsibility of the Tenderer. The Buyer shall not be in any way responsible for the loss/misuse of the same.

7. All disputes & differences arising out of or in any way touching or concerning procurement(s) contract(s) processed through OFB e-Procurement system (except those for which specific provision has been made therein) shall be referred to Sole Arbitrator to be appointed by Director General, Ordnance Factories.

8. Legal Jurisdiction: Any Contract with the Buyer, arising out of the OFB e-Procurement system shall be deemed to have been formed entirely at Buyer’s premise, notwithstanding the place from which tender has been submitted. Subject to clause 7 above, legal proceeding shall be triable by the Civil Courts having territorial jurisdiction over Buyer.

9. We understand that the Buyer disclaim all warranties and conditions, either express or implied, including, but not limited to, implied warranties or conditions of merchantability, fitness for a particular purpose, and non-infringement. We are also aware that problems related to bandwidth, connectivity etc., are beyond the control of Buyer, and hence no responsibility can be taken by Buyer for the same.

10. That the above transmission, retention and retrieval of Invitations to Tender, Submission of quotations by the Interested Tenderers etc will be handled through the Secure Servers of OFB.

11. That the Tenderer who will be participating in the above OFB e-Procurement system will be enrolling himself with the Buyer for obtaining the required User Identification and password for authentication for the OFB e-Procurement system, which thereafter will be maintained by the Tenderer’s authorized personnel.
12. That after the said enrolment in the OFB e-Procurement system, the Tenderer will be able to Log on to the OFB e-Procurement system and View, Download and see all the Invitations to Tenders, which are transmitted by the Buyer to them through the OFB e-Procurement system.

13. That the Tenderer can thereafter, subject to their agreement to the terms and conditions stipulated for each of the Invitation to Tenders posted by the Buyer, submit their quotations in the Structured Formats available for the purpose in the OFB e-Procurement system web site indicating the Prices, Taxes and Duties, Freight and all relevant Technical and Commercial contractual information as applicable and desired by them.

14. That once the Tenderer fills up the on-line forms for submission of quotations, the data contained in these forms will be stored in the OFB’s Servers in a secure encrypted form neither available or visible to any agency including the Buyer till the time and date of opening of the Invitation to the Tenders against which such quotations are submitted, or till such extended time and date of submission as may be indicated against the tender, subsequent communications at the discretion of the Buyer.

15. That the Tenderer can during the time and date for which the Invitation to Tender is valid for submission of Quotations, submit fresh quotations in supercession of his earlier quotations, in which event the latest quotation submitted by the tenderer only will be considered as Valid.

16. That the quotations so submitted on-line through the medium of Internet will be opened at the scheduled opening date and time (including the extended date and time, if any) by authorized officer(s) of the Buyer, at which time the quotations’ Bid part submitted by all Tenderers against the relevant Invitation to Tender will be available for Viewing in the OFB e-Procurement system by all the Interested Tenderers who have responded with a valid quotation to the said Invitation to Tender.

17. If Tenderers are asked to submit bids in papers in addition to electronic bids and there are variations between two forms of bid, the electronic bids shall prevail.