



# सूक्ष्मतरंग नलिका अनुसंधान तथा विकास संगठन

बी.ई.एल. कांप्लेक्स, जालहल्ली, बंगलूर - 560013

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रक्षा अनुसंधान तथा विकास संगठन, रक्षा मंत्रालय, भारत सरकार - Defence Research & Development Organization, Ministry of Defence, Government of India

सं/No. MTRDC/MMG/17148/TE/FP/2018-2019/MTR-18

दिनांक/Date: February 2019

## बोलियों का आमंत्रण/INVITATION OF BIDS

सेवा में/To,

विषय/SUBJECT: "....."की आपूर्ति के लिए बोलियों का निमंत्रण // INVITATION OF BIDS FOR SUPPLY OF "GOLD COPPER UHV GRADE BRAZE ALLOYS"

संदर्भ/Ref.:

- सी.पी.पी. पोर्टल के माध्यम से ऑनलाइन बोलियां इस आर.एफ.पी. के भाग IV में सूचीबद्ध वस्तुओं की आपूर्ति के लिए आमंत्रित हैं, जो कि .....के अनुसार हैं। कृपया आर.एफ.पी. के भाग I के पैरा 4 के अनुसार केवल भारत सरकार के सी.पी.पी. पोर्टल के माध्यम से उपर्युक्त शीर्षक, आर.एफ.पी. संदर्भ संख्या और बोलियां खोलने की तारीख लिखें।

Online bids through CPP portal are invited for supply of items listed in Part IV of this RFP as per ..... Please super scribe the above mentioned Title, RFP reference number and date of opening of the Bids, as per Para 4 of Part I of the RFP, only through CPP Portal of Govt. of India.

- इस आर.एफ.पी. के बारे में बोलियां भेजने या स्पष्टीकरण मांगने के लिए पता और संपर्क नंबर नीचे दिए गए हैं:

The address and contact numbers for sending bids or seeking clarifications regarding this RFP are given below :

A.	बोलियों / प्रश्नों को संबोधित करने के लिए Bids / queries to be addressed to	:	निदेशक, एम.टी.आर.डी.सी., The Director, MTRDC,
B.	Postal address for sending the Bids बोलियां भेजने के लिए डाक पता	:	पी.ओ. बॉक्स सं 1310, जालहल्ली पी.ओ., बंगलूर - 13 भारत P.O. Box 1310, Jalahalli P.O., Bengaluru-560013, India
C.	Name & designation of the contact Officer संपर्क अधिकारी के नाम और पदनाम	:	श्री जी बी कुलकर्णी, वरिष्ठ भंडार अधिकारी Shri GB Kulkarni, SSO-II
D.	संपर्क अधिकारी के टेलीफोन नंबर Telephone number(s) of the contact Officer	:	+ 918028386809 (Telefax) + 918022658241, 22658236
E.	फैक्स नंबर/ Fax number (s)	:	+ 918028386809/28381750, 28386804
F.	संपर्क अधिकारी की ई-मेल आईडी /E-mail ID of contact Officer	:	<a href="mailto:mmg@mtrdc.drdo.in">mmg@mtrdc.drdo.in</a>

- यह आर.एफ.पी. छ: भागों में विभाजित है, जो निम्नलिखित है। / This RFP is divided into VI parts as follows :

- भाग में आर.एफ.पी. के बारे में बोलीदाताओं के लिए सामान्य सूचना और निर्देश शामिल हैं, जैसे समय, निविदाएं प्रस्तुत करने और खोलने, निविदाओं की वैधता अवधि आदि।  
Part I contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of the tenders, etc.
- भाग II में आर.एफ.पी. के मानक नियम और शर्तें शामिल हैं, जो सफल बोलीदाता के साथ संपर्क / आपूर्ति आदेश (यहां अनुबंध के बाद संदर्भ में) के भाग के रूप में शामिल होंगे।  
Part II contains Standard Terms and Conditions of RFP, which will form part of the Contract/ Supply Order (herein after referred as the Contract) with the successful Bidder(s).
- भाग III में आर.एफ.पी. पर लागू विशेष नियम और शर्तें शामिल हैं और जो सफल बोलीदाता के साथ संपर्क का एक हिस्सा भी बनायेगी।  
Part III contains Special Terms and Conditions applicable to its RFP and which will also form part of the Contract with the successful Bidder(s).
- भाग IV में आवश्यक स्टोर (एस) / सर्विस (एस) की जानकारी जैसे तकनीकी विनिर्देश, वितरण अवधि, वितरण का तरीका, माल का विवरण आदि।  
Part IV contains Details of the Store(s)/Service(s) Required e.g. Technical Specifications, delivery Period, Mode of Delivery, Consignee details etc.
- भाग V में शामिल बोलियों का मूल्यांकन मानदंड।  
Part V contains Evaluation Criteria of Bids.
- भाग VI में मूल्य बोली का प्रारूप शामिल है मूल्य बोली को केवल पेपर के एक तरफ ही प्रिंट करना होगा।  
Part VI contains Format of Price Bid. Price bid needs to be printed on one side of the paper only.

- यह आर.एफ.पी. कोई वित्तीय प्रतिबद्धता के साथ जारी नहीं किया जा रहा है और खरीदार किसी भी स्तर को बदलने या उसके किसी भी हिस्से में परिवर्तन या खरीद के दावों को रोक देने का अधिकार रखता है। खरीदार भी राष्ट्रीय सुरक्षा के आधार पर किसी भी स्तर पर किसी भी विक्रेता को अयोग्य घोषित करने का अधिकार सुरक्षित रखता है, क्या यह आवश्यक हो।

This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof or foreclose the procurement case at any stage. The Buyer also reserves the right to disqualify any vendor, should it be necessary, at any stage on grounds of National Security.

- बोली लगाने की स्थिति, बोली प्रक्रिया और / या बोली रद्द करने से संबंधित किसी भी शिकायत के लिए आप निदेशक, एम.टी.आर.डी.सी., पोस्ट बॉक्स सं 1310, जालहल्ली पी.ओ., बंगलूर 560013 से संपर्क कर सकते हैं। बोली लगाने की शर्त के संबंध में, यह बोली प्रस्तुत करने की निर्धारित तारीख से पहले कम से कम सात दिन लिखित रूप में किया जाएगा।

You may contact The Director, MTRDC, Post Box No. 1310, Jalahalli PO, Bangalore 560013 for any grievance related to bidding condition, bidding process and/ or rejection of bid. With regard to bidding condition, this shall be done in writing at least seven days in advance of the stipulated date of submission of bid.

आपका भवदीय / Yours Sincerely

(जी.बी. कुलकर्णी/GB KULKARNI)

वरिष्ठ भंडार अधिकारी Senior Stores Officer - II

कृते निदेशक/For Director

कृते एवं भारत के राष्ट्रपति की ओर से  
For & on behalf of President of India



**Part I – General Information and Instruction**

1. Last Date and Time for Depositing the Bids: as per CPP portal notification.
2. Location of the Tender Box : as per CPP portal notification.
3. Manner of Depositing the Bids : Only through CPP Portal.
4. Time and Date for Opening Bids: as per CPP portal notification.
5. Procedure for submission of Bid: As per CPP Portal Notification.
6. Forwarding of Bids – Two Bids as per CPP Portal Notification.
7. **Clarification Regarding Contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarifications by the purchaser will be sent to all prospective bidders who have received the bidding documents from the lab and would be posted on the website in case of advertised tender enquiry.
8. **Indian firm need to quote only in Indian Rupees.** An Indian firm can quote in FE on behalf of their OEM only if they are either a 100% subsidiary of the OEM or an Indian Agent of the foreign OEM in accordance with their agency agreement. The firms claiming to be :
  - a) A 100% subsidiary would be required to produce documentary evidence in support of their claim along with their Techno-Commercial bid failing which their bid would be disqualified.
  - b) An agent of foreign OEM, for submitting the offer on behalf of OEM, would be required to produce a copy of their agency agreement with their principals and a copy of registration/ enlistment with DRDO/ Ministry of Defence as an Indian agent, if registered/ enlisted, along with their Techno-Commercial bid, failing which their bid would be disqualified. It would be mandatory for an Indian agent to get registered/ enlisted with DRDO/ Ministry of Defence as an Indian agent of OEM prior to evaluation of their Price bid, failing which their bid also would be disqualified.
9. **Validity of Bids:** The Bids should remain valid for **180 days** from the last date of submission of the Bids and upto 180 days for two bid system from the date of opening of bid.
10. **Modification and Withdrawal of Bids:** a bidder may modify or withdraw his Bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids A withdrawal notice may be sent by fax, however, it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the specified period of bid validity.
11. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD), in favour of The Director, MTRDC, Bangalore, in the currency of their quote for amount of **Rs. 8,96,325/-** or equivalent along with their bids. In case of two bid system, EMD shall be enclosed in the envelope containing the Techno-Commercial bid. The EMD may be submitted by Indigenous bidder in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee. In case of foreign bidder, EMD is to be submitted in the form of appropriate Bank Guarantee from a first class bank of international repute. EMD is to remain valid for a period of forty five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them, without any interest whatsoever, at the earliest after expiry of the final bid validity and latest on or before the thirtieth day after the award of the Contract. EMD of the successful bidder would be returned without any interest whatsoever after the receipt of Security Deposit from them as called for in the Contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organizations, National Small Industries Corporation (NSIC), Departments of MoD, other DRDO labs and as per the policy of Government of India in vogue. Such bidders would be required to furnish the relevant documents in their Techno-commercial bid in support of the claim. The EMD will be forfeited if the Bidder withdraws, amends, impairs or derogates from the tender in any respect within the validity period of their tender.
12. **Clarification Regarding Contents of the Bids:** During evaluation of bids, the Buyer may, at his discretion, ask the bidder for clarification on his Bid. The request for clarification will be given in writing. No clarification on the initiative of the bidder will be entertained after opening of bids.
13. **Rejection of Bids:** Canvassing by the Bidder any form, unsolicited letter and post tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected Non compliance of applicable General Information will disqualify your Bid.
14. **Unwillingness to Quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the 'bid, failing which the defaulting Bidder may be de-registered for the range of items in the RFP, as per policy in vogue.
15. Bidders must submit Quotation pertaining to themselves only except in cases covered under Para 11 above.
16. Bids of debarred/ blacklisted firms will not be considered for evaluation.



**Part II- Standard Terms and Conditions**

The Bidder is required to give confirmation of their acceptance of the Standard Terms and Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Effective Date of the Contract:** In case of placement of a supply order, the date of the Supply Order would be deemed as effective date. In case a contract is to be signed by the both the parties, the Contract shall come into effect on the date of signatures of the parties on the Contract (Effective Date) or as agreed during negotiations. The deliveries and supplies and performance of the services shall commence from the effective date of the Contract.
2. **Law:** The Contract shall be considered any made in accordance with the laws of the Republic of India and shall be governed by and interpreted in accordance with the laws of the Republic of India.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the contract or relating to product or performance, which cannot be settled amicably, shall be resolved by arbitration in accordance with either of the following provisions :
  - a) *For Central and State PSEs: The case of arbitration shall be referred to the Department of Public Enterprises for the appointment of sole arbitrator by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause.*
  - b) *For Defence PSUs: The case of arbitration shall be referred to the Secretary Defence (R&D) for the appointment of arbitrator(s) and proceedings.*
  - c) *For other Firms: Any dispute, disagreement or question arising out of or relating to the Contract or relating to product or performance, which cannot be settled amicably, shall be resolved by arbitration in accordance with either of the following provisions:*  
*"The case of arbitration may be referred to respective CFA or a person appointed by him who will be sole arbitrator and the proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996."*  
*Or*  
*"The case of arbitration may be referred to International Centre for Alternative Dispute Resolution (ICADR) for the appointment of arbitrator and proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996."*  
*Or*  
*"The case of arbitration may be conducted in accordance with the rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules in India. However, the arbitration proceedings shall be conducted in India under Indian Arbitration and Conciliation Act, 1996."*
4. **Penalty for Use of Undue influence :** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract or any other contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer of his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer. Employee of the Buyer or to any other person in a position to influence any officer/ employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract,, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents/ Agency Commission :** The Seller confirms and declares to the Buyer that the Seller has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/ firm, and paid or intended to pay any amount, gift, reward fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either shall or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above (i) Prime Lending rate of state Bank of India for Indian bidders, and (ii) London Inter Bank Offered Rate (LIBOR) for the foreign bidders. The applicable rates on the date of opening of tender shall be considered for this. The Buyer will also have the right to recover any such amount from any contracts in vogue with the Government of India.

OR

*The Seller confirms and declares in the Techno-Commercial bid that they have engaged an agent, individual or firm, for performing certain services on their behalf. The Seller is required to disclose full details of any such person, party, firm or institution engaged by them for marketing of their equipment in India, either on a country specific basis or as a part of a global or regional arrangement. These details should include the scope of work and responsibilities that have been entrusted with the said party in India. If there is non-involvement of any such party then the same also be communicated in the offers specifically. Without prejudice to the obligations of the vendor as contained in various parts of this document, appointment of an Agent by vendors will be subjected to the following conditions:*

- a) *Details of all Agents will be disclosed at the time of submission of offers and within two weeks of engagement of an Agent at any subsequent stage of procurement.*
- b) *The Seller is required to disclose termination of the agreement with the Agent, within two weeks of the agreement having been terminated.*

*WA*



- c) Buyer /MoD reserves the right to inform the Seller at any stage that the Agent so engaged is not acceptable where upon it would be incumbent on the Seller either to interact with Buyer / MoD directly or engage another Agent. The decision of Buyer /MoD on rejection of the Agent shall be final and be effective immediately.
- d) All payments made to the Agent 12 months prior to tender submission would be disclosed at the time of tender submission and thereafter an annual report of payments would be submitted during the procurement process or upon demand of the Buyer / MoD.
- e) The Agent will not be engaged to manipulate or in any way to recommend to any functionaries of the Govt of India, whether officially or unofficially, the award of the contract to the Seller or to indulge in corrupt and unethical practices.
- f) The contract with the Agent will not be a conditional contract wherein payment made or penalty levied is based, directly or indirectly, on success or failure of the award of the contract.
- g) On demand, the Seller shall provide necessary information/inspection of the relevant financial documents/ information, including a copy of the contract(s) and details of payment terms between the Seller and the Agent engaged by him.
- h) If the equipment being offered by the Seller has been supplied /contracted with any organisation, public/ private in India, the details of the same may be furnished in the technical as well as commercial offers. The Sellers are required to give a written undertaking that they have not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid to any other Ministry/Department of the Government of India and if the similar system has been supplied at a lower price, then the details regarding the cost, time of supply and quantities be included as part of the commercial offer. In case of non disclosure, if it is found at any stage that the similar system or subsystem was supplied by the Seller to any other Ministry/Department of the Government of India at a lower price, then that very price, will be applicable to the present case and with due allowance for elapsed time, the difference in the cost would be refunded to the Buyer, if the contract has already been concluded. Following details are also to be submitted in the Techno-Commercial bid:
- Name of the Agent
  - Agency Agreement between the Seller and the agent giving details of their contractual obligation
  - PAN Number, name and address of bankers in India and abroad in respect of Indian agent
  - The nature and scope of services to be rendered by the agent and
  - Percentage of agency commission payable to the agent
6. **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Bidder/ Seller has violated the provisions of Para 4 and/ or Para 5 above to obtain the Contract, the Bidder/ Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/ information Books of Accounts.
7. **Non-disclosure of Contract Documents:** Except with the written consent of the Buyer/ Seller. Other party shall not disclose the Contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
8. **Handling of Classified Information by Indian Licensed Defence Industry:** Any classified document/ information/ equipment being shared with Indian Licensed Defence Industries will be protected/ handled to prevent unauthorized access as per provisions of Chapter 5 of Security Manual for Indian Licensed Defence Industries issued by MoD (Department of Defence Production).
9. **Withholding of Payment:** In the event of the Seller's failure to submit the Bonds, Guarantee and Documents, supply the stores/ goods and conduct aptrials, installation of equipment, training etc. as specified in the contract, the Buyer may, at his discretion, withhold any payment until the completion of the Contract.
10. **Liquidated Damages:** The Buyer may deduct from the Seller, as agreed, liquidated damages at the rate of 0.5% per week or part thereof, of the basic cost of the delayed stores which the Seller has failed to deliver within the period agreed for delivery in the contract. LD can also be levied on the Seller on the basic cost of the stores supplied partially within the scope of the order/ contract that could not be put to use due to late delivery of the remaining stores. The maximum quantum of LD would be 10% of the total order value (excluding taxes & duties).
11. **Termination of Contract:** The Buyer shall have the right to terminate the Contract in part or in full in any of the following cases :
- The store/ service is not received/ rendered as per the contracted schedule(s) and the same as not been extended by the Buyer.
- Or
- The delivery of store/ service is delayed for causes not attributable to Force Majeure for more than \_\_\_\_ months after the scheduled date of delivery and the delivery period has not been extended by the Buyer.
- The delivery of store/ service is delayed due to causes of Force Majeure by more than \_\_ months provided Force Majeure clause is included in the contract and the delivery period has not been extended by the Buyer.
  - The Seller is declared bankrupt or becomes insolvent.
  - The Buyer has noticed that the Seller has violated the provisions of Para 4 and/ or Para 5 above to obtain the Contract.
  - As per decision of the Arbitration Tribunal.
12. **Notices :** Any notice required or permitted by the Contract shall be written in English language and may be delivered personally or may be sent by FAX or registered pre-paid mail / airmail, addressed to the last known address of the party to whom it is sent.
13. **Transfer and Sub-letting :** The Seller has no right to give, bargain , sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the Contract or any part thereof without written consent of the Buyer.
14. **Use of Patents and other Industrial Property Rights:** The prices stated in the contract shall be deemed to include all amounts payable for the user of patents, copyrights, registered charges, trademarks and payments for any other Industrial Property Rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplier including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies or any or all the rights mentioned above.
15. **Amendments:** No provision of the Contact shall be changed or modified in any way (including this provision) either in whole or in part except when both the parties are in written agreement for amending the Contract.
16. **Taxes and Duties**
- a) "In respect of Foreign Bidders: All taxes, duties, levies and charges which are to be paid for the delivery of stores/services, including advance samples, shall be paid by the parties under the Contract in their respective countries. However, the corporate/ individual income tax, if applicable, will continue to be paid by the concerned party/ individual. "DRDO is a public funded research institution and has been exempted from the payment of Customs Duty, as per the description of stores and conditions thereon, under Customs Notification No. 51/96 as amended. However, if required, Basic Custom Duty and applicable cess is to be paid as per prevailing notification. [Applicable where INCOTERM is DDP (destination)]."



b) *In respect of Indigenous Bidders.*(i) *General*

- Bidders must indicate separately the relevant taxes/ duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.
- If a Bidder is exempted from payment of any duty/ tax upto any value of supplies from them, he should clearly state that no such duty/ tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/ quantum of any Duty/ tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities.
- Any changes in levies, taxes and duties levied by Central/ State/ Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/ tax paid by the Seller. Similarly, in case of downward revision in any such duty/ tax, the actual quantum of reduction of such duty/ tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any, obtained by the Seller. Section 64-A of Sales of Goods Act will be relevant in this situation.
- Levies, taxes and duties levied by Central/ State/ Local governments such as excise duty, VAT, Service tax, Octroi/ entry tax, etc on final product will be paid by the Buyer on actuals, based on relevant documentary evidence, wherever applicable. Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.
- Firm to mention details of taxes and duties applicable on the offer submitted by them & GST Registration details may be provided, concessional rate of tax applicable under Govt. of India, MoF No. 45/2017-Central Tax (Rate), 47/2017-Integrated Tax (Rate) dated 14th Nov. 2017. Certificate will be issued by us, if items falling under above notifications.
- TDS as per Income Tax Rules will be deducted and a certificate to that effect will be issued by the Buyer.

c) *Custom Duty*

- As per government notification issued vide Customs Notification No. 39/96 as amended 01.04.2016, third party CDEC will not be issued.

17. *Denial Clause:*

"Variations in the rates of statutory levies within the original delivery schedule will be allowed if taxes are explicitly mentioned in the contract/ supply order and delivery has not been made till the revision of the statutory levies. Buyer reserves the right not to reimburse the enhancement of cost due to increase in statutory levies beyond the original delivery period of the supply order/ contract even if such extension is granted without imposition of LD."

18. *Undertaking from the Bidders:* An undertaking will be obtained from the Bidder/firm/company/vendor that in the past they have never been banned/debarred for doing business dealings with Ministry of Defence/Govt. of India/ any other Govt. organisation and that there is no enquiry going on by CBI/ED/ any other Govt. agency against them.

**Part III – Special Terms and Conditions**

The Bidders is required to give confirmation of their acceptance of Special Terms and Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

**1. Performance cum Warranty Bond:**

- a) **Indigenous Bidder:** The Seller may be required to furnish a Performance cum Warranty Bond by way of Banker's Cheque/ Fixed Deposit Receipt/ Demand Draft (DD)/ Bank Guarantee (BG), in favour of the Director (Lab Name), (Place), for a sum equal to 10% of the Contract value (excluding taxes). The Bond submitted by way of Banker's Cheque/ Fixed Deposit Receipt/ Demand Draft (DD)/ Bank Guarantee (BG) should be valid up to 60 days beyond the date of completion of all contractual obligations, including warranty obligation. The specimen of bond can be provided on request.
- b) **Foreign Bidder:** The Seller may be required to furnish a Performance cum Warranty Bond by way of Bank Guarantee (BG) from Seller's Bank through an internationally recognized first class bank, in favour of The Director (Lab Name), (Place), for a sum to 10% of the Contract value. The BG should be valid up to 60 days beyond the date of completion of all contractual obligations, including warranty obligation.

**2. Tolerance Clause:**

"To take care of any change in the requirement during the period starting from issue of RFP till placement of the Contract, Buyer reserves the right to increase or decrease 25% of the quantity of the required goods, proposed in the RFP, without any change in the terms and conditions and rates quoted by the Seller. While awarding the Contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit."

**3. Option Clause:**

"The Contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity (rounded up to the next whole number) in accordance with the same terms and conditions of the Contract. This will be applicable within the currency of the Contract. It will be entirely the discretion of the Buyer to exercise this option or not".

**4. Repeat Order Clause:**

"The Contract will have a Repeat Order Clause, wherein the Buyer can order up to 50% quantity of the original contracted quantity (rounded up to the next whole number) under the Contract within six months from the date of completion of supply under the original Contract/ SO. The Repeat Order will have rates on not exceeding basis while the terms and conditions will remain unchanged. It will be entirely the discretion of the Buyer to exercise the Repeat order or not."

**5. Permissible Time Frame for Submission of Bills:**

"To claim payment (part or full), the Seller shall submit the bill(s) along with the relevant documents within 30 days from the completion of the activity/ supply."

The Performance Cum Warranty Bond will be forfeited by the Buyer, in case the condition regarding adherence to delivery schedule and/or other provisions of the Contract are not fulfilled by the Seller.

**6. Purchase Preference Clause:** Purchase preference will be granted to the nominated agencies for the specified quantity as per the policy of Govt. of India in vogue.**7. Payment Terms**

- a) **For Indigenous Seller:** The payment will be made as per the following terms, on production of the requisite documents:
  - (i) 100% payment within 30 days after receipt and acceptance of stores/equipment in good condition or the date of receipt of the bill whichever is later.
- b) **For Foreign Seller:**
  - (i) 100% payment within 30 days after receipt, satisfactory acceptance of stores/ equipment in good condition or after receipt of necessary documents warranted by delivery terms.

**c) Mode of Payment:**

- (i) **For Indigenous Sellers:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details to facilitate payments through ECS/EFT mechanism instead of payment through cheque, wherever feasible.
- (ii) **For Foreign Seller:** The payment will be arranged through Letter of Credit from Reserve Bank of India/ State bank of India/ any other Public Sector Bank, as decided by the Buyer, to the Bank of the Foreign Seller as per mutually agreed terms and conditions. The Letter of Credit will preferably be opened with validity of 90 days from the date of its opening, on extendable basis by mutual consent of both the parties. Letter of Credit opening charges in India will be borne by the Buyer. However, the extension charges, if any, will be borne by the party responsible for the extension. For the contract costing up to US \$ 100,000 (or equivalent) or the payment of Training/ Installation & Commissioning/ AMC charges, preferable mode of payment will be by Direct Bank Transfer (DBT). DBT payment will be made within 30 days of receipt of clean Bill of Lading/ AWB/ Proof of shipment and such other documents indicating completion of the contractual obligation on part of the Seller as provided for in the contract, but such payments will be subject to the deductions of such amounts as the Seller may be liable to pay under the agreed terms of the Contract.

**8. Documents to be furnished for claiming Payment**

- i) **Indigenous Sellers:** The payment of bills will be made on submission of the following documents by the Seller to the Buyer:
  - a) Ink-signed copy of Contingent / Contractor Bill.
  - b) Ink signed copy Commercial Invoice/Seller's Bill.
  - c) Bank Guarantee for Advance, if applicable.
  - d) Guarantee/ Warranty Certificate.
  - e) Performance Bank Guarantee/ Indemnity Bond, if applicable.
  - f) Details for electronic payment viz, Bank name, Branch name and address, account number, IFS Code, MICR Number, cheque leaf copy



- g) Original copy of the Contract and amendments thereon, if any.
- h) Self certification from the Seller that the CST/ VAT received under the contract would be deposited to the concerned taxation authority. In this regard, extant Government orders will be applicable as communicated by DRDO HQ.
- ii) **Foreign Sellers:** In case of payment through Letter of Credit (LC), paid shipping documents are to be provided to the Bank by the Seller as a proof of dispatch of goods as per contractual terms/ LC conditions so that the Seller gets payment from LC. The Bank will forward these documents to the Buyer for getting the goods/ stores released from the Port/ Airport. However, where the mode of payment is DBT, the paid shipping documents are to be provided to the paying authority by the Buyer. Documents will include:
  - (i) Clean on Board Airway Bill/Bill of Lading
  - (ii) Original Invoice
  - (iii) Packing List
  - (iv) Certificate of Origin from Seller's Chamber of Commerce, if any.
  - (v) Certificate of Quality and year of manufacture from OEM.
  - (vi) Dangerous Cargo Certificate, if applicable.
  - (vii) Insurance Policy of 110% value in case of CIF/ CIP contract
  - (viii) Certificate of Conformity and Acceptance Test at PDI, if any.
  - (ix) Phyto-sanitary/ Fumigation Certificate, if any.
  - (x) Any other documents as provided for in the Contract."

9. **Delay in Stores Supply/Services:**

In case supply/installation/services, etc is beyond 100% of original delivery period, payment would be made within 30 days by the CDA(R&D) on approval from higher competent financial authority.

10. **Force Majeure Clause:**

- i) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other act of God as well as War, Military Operations, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- ii) In such circumstances the time stipulated for the performance of an obligation under the Contract is extended correspondingly for the period of time commensurate with actions or circumstances and their consequences.
- iii) The party for which it becomes impossible to meet obligations under the Contract due to Force Majeure conditions, is to notify in written form to the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from their commencement.
- iv) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be considered as sufficient proof of commencement and cessation of the above circumstances.
- v) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (Six) months, either party hereto reserves the right to terminate the Contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

11. **Export License:**

"The Bidder is required to furnish full details and formats of End Use Certificate required for obtaining export clearance from the country of origin. This information will be submitted along with Techno-Commercial bid. In the absence of such information, it would be deemed that no document is required from the Buyer for export clearance from the country of origin."

12. **Terms of Delivery:** Terms of delivery plays direct role in determining cost of the contract/ SO. The standard text of this clause is as under:

- a) For Foreign Bidder: Foreign bidders are required to quote both on CIF/CIP (destination) and FCA/FOB (Gateway) basis. If CIP/CIF cost is not available, an additional 10% of FCA/FOB cost over and above quoted FCA/FOB cost will be loaded on their respective bid for comparison purposes.
- b) For Indigenous Bidder: The delivery of goods shall be on FOR (destination) basis.

13. **Packing and Marking Instructions:** Following clause shall be retained in the RFP:

- a) The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong. The packing cases should have provisions for lifting by crane/ fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.
- b) The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.
- c) A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. The cartons shall then be packed in packing cases as required.
  - (i) Part number :
  - (ii) Nomenclature :
  - (iii) Contract annex number :
  - (iv) Annex serial number :
  - (v) Quantity contracted :
- d) One copy of the packing list in english shall be inserted in each cargo package, and the full set of the packing lists shall be placed in case No.1 painted in a yellow colour.
- e) The Seller shall mark each package with indelible paint in english language as follows:-
  - (i) Contract No. \_\_\_\_\_
  - (ii) Consignee \_\_\_\_\_
  - (iii) Port / airport of destination \_\_\_\_\_
  - (iv) Ultimate consignee \_\_\_\_\_
  - (v) Package No. \_\_\_\_\_
  - (vi) Gross/net weight \_\_\_\_\_
  - (vii) Overall dimensions/volume \_\_\_\_\_

- (viii) The Seller's marking
- f) If necessary, each package shall be marked with warning inscriptions: <Top>, <Do not turn over>, category of cargo etc.
- g) Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from damage or deterioration during transportation by land, air or sea. In such case the Buyer shall finalize the marking with the Seller.

14. **Inspection Instructions:** Detailed procedure for following inspection (applicable) to be spelt upfront in the RFP:

- a) Post Delivery inspection on receipt of store
- b) **Inspection Authority:** The Inspection will be carried out by a representative of the Lab/Estt. duly nominated by Director.

15. **Franking Clause:**

- i) **In case of Acceptance of Store(s):** "The fact that the goods have been inspected after the delivery period and passed by the inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the Contract".
- ii) **In Case of Rejection of Store(s):** "The fact that the goods have been inspected after the delivery period and rejected by the inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the under the terms and conditions of the contract."

16. **Claims:**

- i) The quality claims for deficiency of quantity and/or the quality claims for defects or deficiencies in quality noticed during the inspection shall be presented within 45 days of completion of inspection.
- ii) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location within mutually agreed period, under Seller's arrangement without any financial implication on the Buyer.

### **Part IV – Essential Details of Items/Services Required**

1. **Schedule of Requirements:** list of items/services required are as follows –

Sl. No.	Name/Description of Item(s)/Service(s)	Qty. required
1)	Gold Copper UHV grade Braze Alloys	06 items
<i>(List of items and Detailed specifications attached with Tender documents)</i>		

2. Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviation from specification, if any. Bidders are advised to submit compliance statement for the technical parameters separately in the following format along with the Techno-Commercial Bid:

Para of RFP Specifications (Item-wise)	Specifications of item offered	Compliance to RFP specifications – whether Yes/NO	Remarks (In case of non-compliance, deviation from RFP to be specified in unambiguous terms. In case of compliance, catalogue/brochure reference, if available, to be indicated)

For Commercial-Off-The-Shelf (COTS) items, it is mandatory to enclose Catalogue/technical brochure to support the claims of compliance.

3. **Delivery Period:** 06 Months from the effective date of supply order / contract.

*Handwritten signature/initials*



### Part V – Evaluation Criteria of Bids

1. **Evaluation and Acceptance Process:** The bid will be considered and selected based on instructions contained in Part I of the RFP for further evaluation of bids as per sequence given below:
  - i) **Techno-Commercial Bid Evaluation:** Bids will be evaluated based on vendor qualification requirement as per Part IV of RFP, if applicable, and bids of the qualified bidders will be considered for further evaluation as mentioned in Part IV of the RFP.
  - ii) **Price Bid Evaluation:** The Price bid of those bidders whose Techno-Commercial bid (if applicable) has been accepted will be opened and comparative statement will be prepared. The best acceptable bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Part VI of the RFP.
2. **Procedure for Cost Comparison:** The basis for comparison of cost in different situations would as follows:
 

**Basis of Comparison of Cost**

The financial bids of the qualified bidders will be compared on the basis of price quoted in the price bid format of the RFP/ Bid Document but excluding statutory levies, taxes and duties on final product, which are to be paid extra as per actuals, wherever applicable. For Indian bidders, the FOR destination cost excluding all statutory levies, taxes and duties payable on final product and for foreign bidders, quoted CIF/CIP cost at destination port would be the basis for ranking of the quotations. Guidelines as issued by Ministry of Defence from time to time regarding evaluation of bids will be applicable.

**Determining CIP/CIF cost:** All foreign bidders would be asked in RFP to invariably indicate the CIP/ CIF Cost in addition to FOB/ FCA Cost. In cases where CIP/CIF Cost is not indicated by a foreign bidder, their FOB/ FCA Cost would be loaded by 10% to arrive at CIP/CIF Cost for the purposes of evaluation. However, the Buyer may finalize any other term of delivery on the merit of case as per the INCOTERMS 2010 issued by International Chamber of Commerce (ICC). Standard INCOTERMS 2010 in use are placed at Annexure 'I' of this manual.

  - a) In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC selling rate of the State Bank of India on the date of the opening price Bids.
  - b) If competition is among foreign bidders, the basis for comparison should be the landed price at the destination (designated port) in accordance with Para 11 of Part-III of the RFP.
  - c) If competition is amongst Indian and foreign bidders, the CIP/CIF cost quoted by the foreign bidders would be the basis for comparison with basic cost (FOR) offered by Indian bidders, after off loading incases where Excise Duty, Custom Duty, Central Sales Tax (CST)/Value Added Tax (VAT) and other local taxes and levies. The term Indian bidders would also include DPSUs and Indian Ordnance Factories.
  - d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected accordingly.
  - e) If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
3. The best acceptable bid will be considered further for placement of the Contract after price negotiation as decided by the Buyer.



**Part VI – Price bid Format**

1. **Price Bid Format:** The Price Bid Format as given below is required to be filled by Bidders: **(format attached)**

- i) Basic cost of the item/items:

Sl. No.	Description of Item	Unit Cost (currency)	Qty.	Total Cost (Currency)
A.				
B.				
C.				
Total cost				

- ii) Accessories  
 iii) NRE  
 iv) Installation/Commissioning Charges  
 v) Training  
 vi) Technical Literature/Documentation  
 vii) Tools  
 viii) Any other item  
 ix) Quantum of discount, if offered

- x) Is GST extra? If yes, then mention following: \*

- a) Total value on which GST is leviable:  
 b) Rate of GST:  
 c) Total value of GST leviable:

- xi) Is custom Duty Exemption (CDE) required: If yes, then mention following:

- a) CIF value of stores to be imported:  
 b) Rate of Basic Customs Duty payable:  
 c) Third Party CDEC cannot be issued by MTRDC as per recent Customs Notification.

\*Firm to mention details of taxes and duties applicable on the offer submitted by them & GST Registration details may be provided, concessional rate of tax applicable under Govt. of India, MoF No. 45/2017-Central Tax (Rate), 47/2017-Integrated Tax (Rate) dated 14th Nov. 2017. Certificate will be issued by us, if items falling under above notifications.

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