

वैमानिकीय विकास संस्थापन
भारत सरकार, रक्षा मंत्रालय
न्यू तिप्पसंद्रा, बेंगलूर - 560 075
दूरभाष: 080-2505 7841/40/35
फैक्स: 080-2505 7843



Aeronautical Development Establishment
Govt. of India, Ministry of Defence,
New Thippasandra, Bangalore - 560 075.
Phone: (080) 25057841/40/35
Fax: (080) 2505 7843
Email : headmmd@ade.drdo.in, oiicpurgp1mmd@ade.drdo.in

Tender Notice No. ADE/MMD/13ADVT-0025

Open Tender

The Director, Aeronautical Development Establishment (ADE), New Thippasandra, Bangalore - 560075, on behalf of the President of India, invites sealed tender for the following:-

Sl. No.	Tender File No.	Description of Item	EMD Rs.	Tender Fee Rs.	Due date and Time for Opening of Tenders
1	ADE/130215/A/Two Bid	MS Series Connectors + 5 Items	67,000.00	100.00	05/12/2013 @ 14:00 Hrs

2. Offers by fax / E-mail will be summarily ignored.

3. Availability of Tender Forms : **Tender forms are available in www.drdo.org / www.drdo.com and CPP Portal or by post from ADE on request.**

4. Last date for Issue/Downloading of Tenders Forms : **03/12/2013**

5. Last date for Submission of Tenders : **05/12/2013 @ 13:30 Hrs**

6. Due date and time of opening the tenders : **05/12/2013 @ 14:00 Hrs**

7. Request for extension of due date will not be entertained under any circumstances.

8. This Advertisement & Tender documents are also available in DRDO website (www.drdo.org / www.drdo.com) [Click Active Tender, Select - Aeronautical Development Establishment] If you are downloading the tender documents from the website, please enclose the cost of Tender Documents in the form of a DD in favour of Director, ADE, Payable at Bangalore along with your quotation.

9. **For detailed description and quantity refer tender document.**

10. The Director, ADE reserves the right to accept/reject any or all tenders without assigning any reason and also will not be responsible for postal delays.

Note:

(1) Firms should quote only in Indian Currency

(2) You are requested to mention. Tender File No and Description of items on all the correspondence and on the Tender Covers. For eg.

Tender File No.: ADE/130215/A/Two Bid

Description: MS Series Connectors + 5 Items

**[PURCHASE OFFICER]
For Director**

INVITATION TO TENDER

(Non-transferable)

PART I

Tender File No. **ADE/130215/A/Two Bid**

Due date : **05/12/2013**

Opening date : **05/12/2013**

Dated : **01/10/2013**

Due Time : **13:30Hrs**

Opening Time : **14:00Hrs.**

To

Dear sir,

Sub : INVITATION TO TENDER – TWO BID

The supplies / services noted at Schedule of Requirements in Techno-Commercial Bid (Part-IV) are required. The following documents constitute this invitation to Tender.

Invitation to Tender (Part I)

Tender (Part II)

General Terms & Conditions (Part III)

Techno-Commercial Bid (Part IV)

Price Bid (Part V)

- 1] You are requested to return Part II, Part III and Part IV duly completed in one envelope, and marked as **Techno-Commercial Bid** and Part V duly completed and marked as **Price Bid** in another envelope. The two envelopes are to be addressed to Director, Aeronautical Development Establishment (ADE) and marked with our tender file no, due date and due time on each envelope with your stamp as sender. The two envelopes should be put in one envelope and addressed to Director, ADE at the above address with our **Tender File No. ADE/130215/A/Two Bid, Due date and Time 05/12/2013 @ 13:30 Hrs.** The combined envelope should be dropped in the **tender box placed at the Raman Gate of ADE** before due date and time. The Techno-commercial bid will be opened **in the presence of the vendors** on the date/time given above **at the Raman Gate of ADE.**
- 2] Your attention is invited especially towards **Earnest Money deposit (EMD), Security Deposit (SD) and Performance Bank Guarantee (PBG) for the warranty period.**
- 3] **Customs Duty Exemption Certificate (CDEC) will be issued by ADE for this procurement.**
- 4] Kindly fill up and **forward the Commercial Terms & Conditions compliance chart enclosed in Appendix 'A'** along with your Techno-Commercial Offer. Prices should be quoted in Indian Rupees only.
- 5] **Non-compliance of the Para 1 to 4 may disqualify your offer for consideration.**
- 6] For any technical clarifications, you may please **contact Ms. Swati B Parasher, Sc 'E' or Shri.Durga Prasad. M, Sc 'E' on Telephone Nos: 080 2505 7520.**

Yours Sincerely

PURCHASE OFFICER

For Director

For & on behalf of the President of India

IMPORTANT: Please enclose a DD for Rs. 100/- as Tender document fee drawn in favour of Director, ADE, and Bangalore along with your Technical proposal. Otherwise your offer will not be considered. (If you are downloading from the DRDO.WEBSITE). For registered vendors please enclose a valid registration certificate in lieu of DD.

TENDER

PART II

Tender file No: **ADE/130215/A/Two Bid**

To

**The President of India
Through Director
Aeronautical Development Establishment,
Bangalore-75**

- 1) I / We agree to furnish required supplies/services as detailed in the Techno-Commercial Bid (Part IV) or such portions thereof as you may specify in the Acceptance of Tender / Supply Order at the prices given in the Price Bid (Part V) in accordance with the General Terms and Conditions (Part III) governing the Purchase order / Supply order enclosed hereto duly accepted on receipt of order for the same.
- 2) I / We agree to hold this offer open until _____ and shall be bound to dispatch / supply / commission / erect the items / equipment and dispatch the same within the specified period.
- 3) I / We agree to supply and commission / erect the equipment and complete the whole of the work and hand over to the purchaser within the period of _____ weeks, from the date of receipt of intimation from you regarding acceptance of this tender / supply order.
- 4) I / We have understood the terms & conditions indicated in this tender.

Station:

()

Date:

Signature of Tenderer

With Office Stamp.
Name & Address:

()

Station:

Signature of Witness
Name & Address

Date:

GENERAL TERMS AND CONDITIONS FOR TENDER

PART III

1) Preparation of Tender:

- a) The **complete tender form** should be returned in tact whether you are quoting for any item or not. Pages should not be detached, but when items are not being tendered for, the corresponding space should be defaced **by mentioning 'not quoting'**.
- b) In the event of space on the tender form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, should bear the tender file number with tender due date and be fully signed by you (the supplier). In such cases reference to the additional pages must be made in the tender form.
- c) If any modification of the tender form is considered necessary, you (supplier) should communicate the same by means of a separate letter sent with the tender.

2) Signing of Tender:

The tender is liable to be ignored if complete information is not given therein regarding the particulars, data, specifications asked for in the techno-commercial offer (Part IV) at Schedule of Requirements. Specific attention must be paid to the delivery dates, technical specification, and also the general conditions of contract at Part III and other conditions mentioned at Part IV and Part V. Bids should be forwarded by vendors under their original memo /letter pad, inter alia, furnishing the TIN No., VAT/ CST No., Bank Address with EFT account No. and the complete postal and e-mail address, Fax No & Telephone No (with STD Code) of the firm..

Individual signing the tender or other documents connected with a Purchase order / Supply order must specify whether he signs as:

- a. A 'sole proprietor' of the firm or constituted attorney of such sole proprietor.
- b. A partner of the firm if it be a partnership, in which case he must have authority to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney.
- c. Constituted attorney of the firm if it is a Company.

NB:

- a. In case of (b) above a copy of the partnership agreement or a general power of attorney and in either case attested by a Notary Public, should be furnished to this office, or an affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney, should be furnished.
- b. In case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, every partner of the firm must sign the tender and all other related documents.
- c. A person signing the tender form or any documents forming part of the Purchase order / Supply order on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on inquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies cancel the Purchase order / Supply order and hold the signatory liable for all costs and damages.
- d. **The tenderer must sign each page of the tender form and annexure if any, in ink, with date, name, designation and company seal. Corrections on the printed matter, if any, must be endorsed by the authorized signatory with company seal.**

- 3) **Delivery of Tender:** The original copy of the tender form is to be enclosed in two separate envelopes, first envelope containing Part II, III, IV & EMD or copy of valid Registration Certificate and marked as "**Techno-Commercial bid**" and another envelope containing only Part V marked as "**Price bid**". The two envelopes should be sealed and should bear address of this office, **tender file No, due date and time**. The two envelopes should be put in one envelope addressed to this office with our **Tender file No, description of item & Due date and time**. **Right is reserved to ignore any tender who fails to comply with the above instructions.**
- 4) **Latest Hour for Receipt of Tender:** Your Tender must reach this office (including those sent by hand which shall be put in the Tender Box) strictly on the due date / time as mentioned at Part – I. Director, ADE will not be responsible for postal delay, if any.
- 5) **Period for which the offer will remain open:**
 - a) Firms tendering should note the period for which it is desired that their offers should remain open for acceptance. If the day up to which the offer is to remain open being declared closed holiday for Govt. offices, the offer shall remain open for acceptance till the next working day.
 - b) Quotations qualified by such vague and indefinite expressions such as 'Subject to immediate acceptance'; 'Subject to prior sale' will not be considered and the **offers may be rejected.**
- 6) **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the purchaser may, at its discretion, ask the bidder for clarification of his bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification on the initiative of the bidder shall be entertained.
- 7) **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 but 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 period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of EMD.
- 8) **Opening of Tenders:** The firm shall be at liberty to be present or authorise a representative to be present at the time of opening the tender. **The name and address of the representative who would be attending the opening of the tender on behalf of the firm should be indicated in the tender.** Please also state the name and address of firm's permanent representative, if any. Generally, only the techno-commercial offer will be opened on the day specified for opening. After evaluation of the Techno-Commercial bids, the price bids against accepted Techno-commercial bids will be opened by a Tender Purchase Committee in the presence of the qualified tenderer's for which separate invitation will be issued. Non TPC two bid cases, the price bid of vendors short listed by the Techno Commercial Evaluation Committee [TCEC] will be opened by the tender opening committee constituted by the Director of the lab..
- 9) **Right of Acceptance:** The Director, ADE reserves the right to accept or reject any or all quotations without assigning any reasons whatsoever. This office does not pledge itself and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the firm shall supply the same at the rate quoted. The firm shall be at liberty to tender for the whole or any portion or to state in the tender that the rate quoted shall apply only if the entire quantity is taken from the firm. If not specifically mentioned or whole lot or quantity.
- 10) **Communication of Acceptance:** Acceptance of tender by the purchaser will be communicated by a Fax or a formal letter of 'Acceptance of Tender / Letter of Intent'. In cases where acceptance is communicated by Fax, the formal Acceptance of Tender will be forwarded to the firm as soon as possible. But the instructions contained in the FAX should be acted upon immediately.
- 11) **Security Deposit:** Successful vendor must furnish security deposit @ 10% of the order value including Tax within 10 working days after issue of tender acceptance letter / Letter of Intent, before issue of formal Purchase order / Supply order valid through the Purchase order / Supply order period and two months beyond the completion of the supply/services and their acceptance except SSI & NSIC units [provided valid certificates are enclosed along with the tender document] Govt organization & Public sector undertaking [should provide Indemnity bond for this amount].
- 12) Items supplied are subject to inspection and acceptance and the supplier should collect / replace the rejected items at their cost and risk.

- 13) **Delayed supplies:** In case of delayed supplies, liquidated damages at the rate of 0.5 percent per week of delay with a maximum of 5 percent (cost of items inclusive of all taxes) will be levied. Delivery period includes time required to complete the supply of items, spares, accessories, etc as well as services like installation, commissioning, training, etc. and documents like drawings, inspection reports, COC certificates etc as per the supply order.
- 14) **Registration:** It is advised to register yourself in ADE by submitting application for registration in the prescribed format which is available on request. If you are already registered as above, please furnish the details thereof.
- 15) Registration number allotted by this laboratory or any other DRDO Lab / Estt or proof of registration with another Govt. Deptt., if any to be mentioned on the quotation. Copy of valid Registration Certificate to be furnished along with the Quotation.
- 16) **Earnest Money Deposit [EMD]:** Earnest Money Deposit of Rs. 67,000/- by **Bank Guarantee/Bank Draft / Pay order**, payable in Bangalore in favor of Director, ADE, Bangalore is required to be submitted other than those registered with NSIC / SSI / DGS&D any DRDO Laboratory or Establishment / any other Government Department. If a bidder withdraws or amends or derogates from the tender in any respect within the period of validity / extended validity of his tender, EMD will be forfeited. Registered Bidders must submit proof of valid registration to avail exemption from EMD. EMD BG / draft / pay order / proof of valid registration if registered should be enclosed with Techno Commercial Quotation. EMD can be submitted by Bank Guarantee from a nationalized bank/scheduled bank which is valid for a period of 45 days beyond validity of quotation. Format of BG for EMD is enclosed. This aspect may please be noted very carefully for compliance. Your offer will be rejected if EMD or valid registration certificate is not enclosed.
- 17) Purchase order will be placed on the vendor offering the lowest quote and meeting all the technical & commercial requirements as per the RFQ.
- 18) **Termination of Purchase order / Supply order:** The Buyer shall have the right to terminate this Purchase order / Supply order in part or in full in any of the following cases :-
- (a) The Seller is declared bankrupt or becomes insolvent.
 - (b) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this Purchase order / Supply order and paid any commission to such individual/company etc.
 - (c) As per decision of the Arbitration Tribunal.
- 19) **Notices:** Any notice required or permitted by the Purchase order / Supply order shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail/email, addressed to the last known address of the party to whom it is sent.
- 20) **Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Purchase order / Supply order or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Purchase order / Supply order or any part thereof.
- 21) **Patents and other Industrial Property Rights:** The prices stated in the present Purchase order / Supply order shall be deemed to include all amounts payable for the use 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 supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.
- 22) **Option Clause:** This Supply Order has an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original Supply Ordered quantity in accordance with the same terms & conditions of the present Supply Order. This will be applicable within the currency of Supply Order. It will be entirely the discretion of the Buyer to exercise this option or not.
- 23) **Repeat Order Clause** – This Supply Order has a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present Supply Order within six months from the date of successful completion of this Supply Order, cost, terms & conditions remaining the same. It will be entirely the discretion of Buyer to place the Repeat order or not.
- 24) **Tolerance clause** – To take care of any change in the requirement during the period starting from issue of RFP till placement of the Supply Order, Buyer reserves the right to increase or decrease the quantity of the required goods upto ± 20 % of the ordered quantity without any change in the terms & conditions and prices quoted by the Seller (wherever specified). While awarding the Supply Order, the quantity ordered will be increased or decreased by the Buyer within this tolerance limit.

25) **Fall clause**

- a. The price charged for the stores supplied under the Supply Order by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate Supply Order is completed.
- b. If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the purchaser or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the Supply Order, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the Supply Order for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:--
 - i. Exports by the Seller.
 - ii. Sale of goods as original equipment at price lower than the prices charged for normal replacement.
 - iii. Sale of goods such as drugs which have expiry dates.
- c. Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Supply Orders as also under any previous Supply Orders entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.
- d. The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate Supply Order – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the Supply Order herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Supply Order at price lower than the price charged to the government under the Supply Order except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below -.....”.

26) **Force Majeure clause**

- a. Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present Purchase order / Supply order, if the non-performance results from such Force Majeure circumstances as unforeseen Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present Purchase order / Supply order.
- b. In such circumstances the time stipulated for the performance of an obligation under the present Purchase order / Supply order, is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c. The party for which it becomes impossible to meet obligations under this Purchase order / Supply order, due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- e. 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 Purchase order / Supply order, 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.

- 27) **Packing and Marking:** The following Packing and Marking clause will form part of the Purchase order / Supply order placed on successful Bidder –
- 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, and with seasoned wood or better material. The packing cases should have hooks 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. Each spare, tool and accessory shall be packed in separate cartons. A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. A tag in English with said information shall also be attached to the item. If quantity contracted is less than six then tag shall be affixed to complete quantity contracted of the item. The cartons shall then be packed in packing cases as required.
 - i. Part Number:
 - ii. Nomenclature:
 - iii. Purchase order / Supply order, 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 the English language as follows:-
 - i. Purchase order / Supply order No. -----
 - ii. Consignee -----
 - iii. Port / airport of destination -----
 - iv. SELLER -----
 - v. Package No. -----
 - vi. Gross/net weight: -----
 - vii. Overall dimensions/volume: -----
 - viii. The Seller's marking.
Physio-sanitary / Fumigation certificate if any
 - 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 the damage of deterioration during transportation by land, air or sea. In this case the Buyer shall finalize the marking with the Seller.
- 28) MOQ/MOV/MPD/SLAB PRICES ETC. must be clearly stated, where applicable in the quotation.
- 29) Terms of Payment as indicated in the document and other conditions like Security Deposit of 10% of the order value may be asked (only from nationalized banks) before release of Purchase order / Supply order etc. Pre-Conditioned and incomplete offers will be summarily rejected.
- 30) Quotations received late or improperly sealed or with incomplete marking or with unattested overwriting/corrections in the quotation documents are liable to be rejected.
- 31) Validity of offer: 120 days from the date of opening.
- 32) For two bid cases, only Techno-Commercial bid will be opened on the date and time of opening.

- 33) Please note that quotation by fax under any pretext will be summarily rejected even if hard copies of the same are separately received in sealed covers.
- 34) The tender documents against Non-Disclosure Act (NDA) [wherever called for] as applicable will be issued till 15 days prior to the tender due date, the extension of due date may not be considered.
- (a) . The vendor can obtain softcopy of the NDA/spec by a request letter along with NDA giving details of their e-mail id, Tender File Reference No. etc.
- (b) In the NDA the vendors will have to mention the name/s of the individual/s with designation to whom the document mentioned in the RFQ can be handed over. Only after receipt of ink signed NDA with official seal on each and every page of NDA. The documents will be handed over to the vendor or his authorized representatives of the company.
- 35) No correspondence / discussions / visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tenders for technical discussions / price negotiations. Any violation of this will render the quotations invalid and the firm is liable to be blacklisted.
- 36) Director reserves the right to call for techno-commercial / price negotiations. The company should depute competent representative for such discussion / negotiations whenever called for and he / she shall be competent to take on the spot decisions. No extra time will be given for this purpose.
- 37) The firm may give any of their commercial term, if required in their techno-commercial offer only, and price quotation should contain only price.
- 38) **SECURITY:** Any information / material / document supplied in connection with this enquiry / likely order is classified and should not be disclosed / copied to jeopardise security of state.
- 39) **Request for extension of due date will not be entertained under any circumstances.**
- 40) **Please inform the Director in writing whether the owner of the firm or any of their partners / employees has close relations working with any DRDO Lab / Estt. This is for record only.**
- 41) **Office stamps of tenderer must be affixed below their signatures.**
- 42) End use certificate (EUC) if required will be provided. Tenderer should give the reasons for which EUC is required. However the vendor should provide the format of EUC on receipt of AOT/LOI/PO. A copy of the self-attested export license should be provided by the vendor whom EUC is used for receiving the export license. Vendor should acknowledge the receipt of EUC. If EUC is not utilized the vendor should return the EUC.
- 43) Please note that we will be issuing Customs Duty Exemption Certificate (CDEC) [If required]. You are requested to clearly indicate the list of items and source for which CDE Certificate is required in your offer. Prices should be quoted exclusive of Customs duty. CDEC will be issued under notification No: 39/96 when items are imported through local vendor. For this vendor will have to provide the copies of PO placed foreign principal supplier and invoice of foreign principal on local supplier. However minimum of 8 weeks' time is required for issue of CDEC from the date of request. ADE will issue CDEC under Notification No.51/96 for items imported directly from foreign companies.
- 44) This organization is exempted from excise duty under notification **No. 10/97**. However, prices should be quoted indicating clearly Percentage of Excise Duty. If agreed, the necessary exemption certificate may be provided. This exemption is for the final product only.
- 45) The vendor is responsible for the tax structure mentioned in his offer. In case of any dispute buyer will not reimburse difference in the tax.
- 46) Payment will be made as per the tax structure prevalent at the time of submission of the bills. Provided the delivery is made within the original delivery date.
- 47) In case of delayed supplies vendor will have to bear the higher taxes (in case taxes go up) if the delay is attributable to vendor. Tax structure as prevalent at the time of invoice is the ref for payment & not at the time of completion of the job/services. (refer Govt notification no.....)

PURCHASE OFFICER
For Director
For & on behalf of the President of India

TECHNO-COMMERCIAL BID

PART IV

1. Tender file no: ADE/130215/A/Two bid
2. Name of tenderer: Open Tender
3. Due date & due time: **05/12/2013 @ 13:30 Hrs**
4. Opening date & time: **05/12/2013 @ 14:00 Hrs**
5. The tender shall remain valid for acceptance for **120** days, from the date of tender opening.
6. The tenderer should submit **EMD of Rs. 67,000/-** (Applicable only for unregistered vendors. Please refer para 16 in Part III) in techno commercial bid **(Part-IV)** or valid Registration Certificate.
7. Schedule of Requirements:

Sl. No	Description & nature Supplies / services	Qty required	Place & dates on which delivery is to be made	Specifications (Attach additional sheets, drawings etc, if necessary)
1.	MS Series Connectors (Annexure 1)	01 Lot	ADE, Bangalore Within 04 months from the date of placement of P.O.	As per Annexure 1,2,3,4,5 and 6
2.	D38999 Series Connectors (Annexure 2)	01 Lot		
3.	D38999 Series Connectors (Annexure 3)	01 Lot		
4.	D-Sub Connectors (Annexure 4)	01 Lot		
5.	Backshell (Annexure 5)	01 Lot		
6.	Connectors (Annexure 6)	01 Lot		

CONDITIONS FOR TECHNO-COMMERCIAL BIDS

TECHNICAL

1. Give brief description of item / equipment / material with accessories. Items offered should confirm to the specifications or as explicitly stated. In case standard part numbers are available for the offered item, Make & Part No should be clearly indicated. **In case specifications offered are different, separate comparative technical specifications sheet shall be attached with details such as Sl. No., specifications offered, deviations if any, and remarks.** Any technical literature, product brief, test certificates available may be enclosed.
2. List of spares, if applicable should be attached.
3. Any optional, if offered, be provided with their full technical details including their use and advantage.
4. **(a) Samples** : Samples are not required.
(b) Drawings : Drawings supplied by this office are to be returned along with your tender.
5. Material finish can be 'F' (Electroless Nickel) or 'W' (Olive drop Cadmium over Electroless Nickel Plate) for Annexure 2,3 and 5.

COMMERCIAL

1. 100% payment will be released within 30 to 45 days after receipt, inspection and acceptance of the items.
2. Give details of installation and commissioning except price which will be only in price bid (if applicable).
3. Prices should be quoted only on FOR ADE, Bangalore basis in Indian Rupees only including handling, packing & forwarding and all other charges.
4. **Sales Tax/VAT/Service TAX:** Sales tax / VAT/Service Tax etc are payable extra should be shown separately in terms of percentage. If no tax is payable please show sales tax nil. Quotation indicating Sales tax/ VAT/Service tax included are liable to be rejected.
5. **Delivery Period:** Delivery desired is within **04 months**. Specify your delivery period. Director, ADE reserves the right to cancel the supply order allowing two weeks' notice in case of delay in supply beyond the accepted delivery schedule.
6. In case of delayed supplies, liquidated damages at the rate of **0.5 percent per week** and part thereof subject to a maximum of 5 percent (cost of items inclusive of all taxes) will be levied. **Delivery period includes time required to complete the supply of items, spares, accessories, etc as well as services like installation, commissioning, training, etc and documents like drawings, inspection reports, COC certificates etc as per the supply order.**
7. This organization is exempted from excise duty under notification **No. 10/97**. However, prices should be quoted indicating clearly Percentage of Excise Duty. If agreed, the necessary exemption certificate may be provided. **This exemption is for the final product only.**
8. Please note that we will be issuing Customs Duty Exemption Certificate (CDEC) [If required]. You are requested to clearly indicate the list of items and source for which CDE Certificate is required in your offer. Prices should be quoted exclusive of Customs duty. CDEC will be issued under notification No: 39/96 when items are imported through local vendor. For this vendor will have to provide the copies of PO placed foreign principal supplier and invoice of foreign principal on local supplier. However minimum of 8 weeks' time is required for issue of CDEC from the date of request. ADE will issue CDEC under Notification No.51/96 for items imported directly from foreign companies.
9. **Delivery:** Free delivery at ADE, Bangalore.
10. **Mode of dispatch:** Rail / Road / Air / Sea
11. In case equipment offered requires maintenance after the expiry of the warranty, please indicate approximate cost of comprehensive and on call basis maintenance and also availability of local support or otherwise.
12. **Please note clearly that faxed quotation is liable to be rejected.**
13. **Security Deposit:** Successful vendor must furnish security deposit @ 10% of the order value including Tax within 10 working days after issue of tender acceptance letter / Letter of Intent, before issue of formal Purchase order / Supply order valid through the Purchase order / Supply order period and two months beyond the completion of the supply/services and their acceptance
14. **Vendor shall quote lot wise only. The vendors will be chosen on least quote basis for each lot.**
15. **Vendor should have supplied similar product to reputed Government Establishments like Indian Armed forces, DRDO. CSIR, ISRO, ADA or Public Sector Enterprises. Documentary proof is mandatory.**
16. **Vendor should be either original Equipment manufacturers (OEM) or a distributor/dealer for OEM of the demanded items. Documentary proof is mandatory.**
17. **If the vendor is original Equipment Manufacturers (OEM), he should have CEMILAC/QPL/DGQA approval for the demanded items. Documentary proof is mandatory.**
18. **If the vendor is distributor /dealer for the OEM, he should provide certificate of conformance (COC) for the demanded items and dealership certificate.**

PURCHASE OFFICER
For Director
For & on behalf of the President of India

PRICE BID (IN INDIAN RUPEES ONLY)

PART V

1. Tender file no : **ADE/130215/A/Two Bid**
2. Name of tenderer : Open Tender
3. Due date & time : **05/12/2013 @ 13:30 Hrs**
4. Opening date & time : **05/12/2013 @ 14:00 Hrs**
5. **EMD of Rs.67,000/-** (Applicable only for unregistered vendors) **Your offer will be rejected if EMD or copy of valid registration certificate is not enclosed.**
6. The tender shall remain valid for acceptance for **120** days, from the date of tender opening.
7. Rates for items given in Techno-commercial offer at Schedule of Requirements are as follows.
Adhering to the Format given below is a Pre-requisite for considering your quotations:

Sl No	Description	A/U	Qty Offered	Unit Price Rs.	Total cost
(i) 1.	MS Series Connectors List as per Annexure -1	Nos	02		
2.	D38999 Series Connectors List as per Annexure -2				
3.	D38999 Series Connectors List as per Annexure -3				
4.	D-Sub Connectors List as per Annexure -4				
5.	Backshell List as per Annexure -5				
6.	Connectors List as per Annexure -6				
(ii)	Customs duty, if any				
(iii)	Excise duty, if any				
(iv)	Sales tax / Service tax				
(v)	~~Installation and commissioning cost, if any~~	-	-	-	-
(vi)	Total cost (in figures & words)				
(vii)	For octroi if applicable, necessary certificate will be issued.				
(viii)	Any other				

- 8. Separate list should be attached wherever required in the same format giving details of each item and cost. However, total cost mentioned at Sl No. (vi) above**

OTHER CONDITIONS FOR PRICE BIDS

1. No unilateral revision in price will be admissible.
2. Rates should only be quoted in the accounting units (A/U) mentioned in this enquiry. Rates must be quoted clearly on free delivery basis at ADE, Bangalore and total value is also indicated in words. It is requested to quote only for the quantity required. In case of difficulty, you may consider indicating Minimum Order Quantity (MOQ), Minimum Order Value (MOV), Standard Packing Quantity, Minimum Packing Quantity, etc. **No preference would be given for the additional quantities offered.**
3. **In case any of the subheads are included in the total cost, the same should be specified. Any exemption of duties / taxes required should be indicated.**
4. Any optional indicated in techno-commercial bids must be priced separately.
5. In case spares / accessories are applicable, their list and price should be clearly indicated separately.
6. **Price:**
 - a. The prices quoted IN INDIAN RUPEES ONLY must be net per unit shown in the schedule and must include all packing and delivery charges. Refunds on account of returnable packages (if any) are to be separately specified. Prices and refunds must be clearly shown in figures and words in Indian currency.
 - b. The price must be stated for each item separately. The percentage of reduction, in the total price for the entire demand should also be quoted; should an order to that extent be placed with you.
 - c. If excise duty or any other extra charges are applicable, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
 - d. The price quoted in the tenders should be exclusive of sales tax (and should be clearly stated to be so) which will be paid by the purchaser, if legally leviable at the rate ruling on the date of supply as specified in the Acceptance of Tender.
7. **Packing:** Unless a method of packing is indicated in the specification or in the Schedule of packing which the contractor / supplier proposed to employ must be described in the Schedule of Tender form. Contractors / suppliers are at liberty to quote for additional alternative sizes and description of packs and these must be described in the Schedule to Tender.
8. A categorical confirmation of acceptance of all our terms & conditions in to-to enhance speedy processing of the offers.
9. **IMPORTANT : Please enclose a DD for Rs.100/- as Tender document fee drawn in favour of Director, ADE, Bangalore along with your Technical proposals otherwise your offer will not be considered. (if you are downloading from the DRDO.WEBSITE). For registered vendors please enclose a valid registration certificate in lieu of DD.**
10. **Vendor shall quote lot wise only. The vendors will be chosen on least quote basis for each lot if he qualifies technical & commercial bid.**
11. **No mixing of items from different lots is allowed.**
12. **If there is discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is discrepancy between words and figures, the amount in words will prevail for calculation of price.**

PURCHASE OFFICER

For Director

For & on behalf of the President of India

Tender File No :
Fax / Telex No :
Email-id. ;
Tele. No. :
Signature of Tenderer :
Name in Block Letters :
Full Address :
Station :
Date :
Office Stamp :

Instruction to Vendors - Commercial terms & Conditions Compliance Chart

1. Vendor is requested to ensure that Appendix 'A' is by filling up the necessary details.
2. Percentage of sales tax, service tax, works contract tax, excise duty, freight charges, if applicable are to be mentioned.
3. Please note that vendor's quotation would be processed expeditiously only if ADE terms are strictly adhered to.

(Kindly fill up and forward the below mentioned Commercial Terms & Conditions along with your Techno-Commercial Offer without fail.)

ADE INVITATION REFERENCE No. ADE/130215/A/TWO BID

OUR QUOTATION No. _____

The commercial terms applicable to the above referred invitation to quotation are as under:

Sl. No.	Commercial Terms	ADE Terms	Confirmation of vendor to ADE Terms	
1.	Currency	In Indian Rupees Only	Yes / No	
2.	Payment	90% payment will be released within 30 to 45 days after receipt, inspection and acceptance of the items. Balance 10% will be paid against submission of Performance Bank Guarantee (PBG) valid for a period of 60 days beyond warranty period for 10% of the order value through the warranty period or on completion of the warranty period, whichever is earlier. (Three part payment allowed details as per RFP Document)	Agreed / Not agreed	
3.	F.O.R. terms	F.O.R. ADE, Bangalore	Yes / No	
4.	Packing & Forwarding charges (if any)	Price quoted are Inclusive of all	Yes / No	
5.	Freight	Quoted cost to be inclusive of Freight	Yes / No	
6.	Delivery schedule	As mentioned in Tender documents (or indicate your Delivery Schedule)	Yes / No	
7.	Validity of quote	120 days from the date of opening of the tender	Yes / No	
8.	Sales Tax & Cess/VAT/Service Tax if any	Indicate percentage of Tax	Yes / No	
9.	Excise Duty Exemption Certificate	Excise Duty Exemption Certificate can be provided to the manufacturers, if applicable, against Notification No. 10/97	Required / Not Required	
10.	Earnest Money Deposit (EMD)	EMD for Rs.67,000/- to be furnished	Furnished /Not furnished	
11.	Security Deposit (SD)	Security Deposit in the form of Bank guarantee valid for a period of 60 days beyond delivery period for 10% of the order value will be submitted before release of order.	Accepted /Not Accepted	
12.	Liquidated Damage (LD)	For delayed Supplies LD @ 0.5% per week and part thereof subject to maximum of 5% will be levied	Accepted / Not Accepted	

13.	Customs Duty Exemption Certificate (CDEC)	Please note that we will be issuing Customs Duty Exemption Certificate (CDEC) [If required]. You are requested to clearly indicate the list of items and source for which CDE Certificate is required in your offer. Prices should be quoted exclusive of Customs duty. CDEC will be issued under notification No: 39/96 when items are imported through local vendor. For this vendor will have to provide the copies of PO placed foreign principal supplier and invoice of foreign principal on local supplier. However minimum of 8 weeks' time is required for issue of CDEC from the date of request. ADE will issue CDEC under Notification No.51/96 for items imported directly from foreign companies.	Agreed / Not Agreed	
14.	Registration Details. (Valid)	a)Registration with ADE	Yes / No	
		b)ADE Registration No. & Date Registration Certificate	Furnished / Not Furnished	
		c)Registration No. with other DRDO Lab/s Registration Certificate	Furnished / Not Furnished	
		d) SSI Units Registration Certificate	Furnished / Not Furnished	
		e)Registration No. with other Govt Establishment/Unit/s Registration Certificate	Furnished / Not Furnished	
15.	Ordering Information (Order to be placed on)	(Indicate Name and address of the firm)		

Name of the firm

(Signature, Name of Designation of the Authorised Signatory with Seal)

EMD Bank Guarantee Format

Whereas (hereinafter called the 'Bidder') has submitted their offer dated for the supply of (hereinafter called the 'Bid') against the Buyer's Request for proposal No. KNOW ALL MEN by these presents that WE;..... of Having our registered office at are bound unto (hereinafter called the "Buyer") in the sum of For which payment will and truly to be made to the said Buyer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this day of 20.....

The conditions of obligations are –

- (1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
 - a) If the Bidder fails to furnish the Performance Security for the due performance of the Purchase order / Supply order.
 - b) Fails or refuses to accept / execute the Purchase order / Supply order.

WE undertake to pay the Buyer up to the above amount upon receipt of its first written demand, without the Buyer having to substantiate its demand, provided that in its demand the Buyer 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.

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 the Bank not later than the above

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank address of branch

ANNEXURE 1 – MS Series Connectors List

S. No.	Connector part no.	Qty (a)
1	MS 3475 L- 12-10 P	10
2	MS 3475 L -10-6 S	10
3	MS 3470-W14-4P	5
4	MS 3475-W-14-4S	6
5	MS3470 W14 19S	5
6	MS3475 W14 19P	6
7	MS3475 L24 61 S	6
8	MS3470 L24 61 P	4

ANNEXURE 2 – D38999 Series Connectors List

S. No.	Connector part no.	Qty (a)
1	D 38999 20 FA 35 PN	4
2	D 38999 20 FA 35 SN	4
3	D 38999 26 FA 35 SN	8
4	D 38999 26 FA 35 PN	8
5	D 38999 20 FB 35 PN	4
6	D 38999 20 FB 98 SN	20
7	D 38999 20 FB 04 SA	10
8	D 38999 20 FB 05 SN	10
9	D 38999 20 FB 04 SN	10
10	D 38999 20 FB 98 PA	4
11	D 38999 26 FB 35 SN	10
12	D 38999 26 FB 35 PN	20
13	D 38999 26 FB 98 SN	12
14	D 38999 26 FB 98 SA	5
15	D 38999 26 FB 98 PN	30
16	D 38999 26 FB 04 PA	10
17	D 38999 26 FB 05 PN	10
18	D 38999 26 FB 04 PN	10
19	D 38999 20 FC 08 SN	10
20	D 38999 20 FC 98 PN	4
21	D 38999 26 FC 35 PN	16
22	D 38999 26 FC 35 SN	25
23	D 38999 26 FC 08 PN	25
24	D 38999 26 FC 98 SN	6
25	D 38999 20 FD 35 PN	15
26	D 38999 20 FD 19 SN	4
27	D 38999 26 FD 35 SN	30
28	D 38999 26 FD 19 PN	5
29	D 38999 20 FE 06 SN	5
30	D 38999 20 FE 26 SN	10
31	D 38999 26 FE 35 PN	10
32	D 38999 26 FE 26 SN	16
33	D 38999 26 FE 26 PN	16
34	D 38999 26 FE 06 PN	10
35	D 38999 20 FF 35 SB	4
36	D 38999 20 FF 35 SC	4

S. No.	Connector part no.	Qty (a)
37	D 38999 20 FF 35 SA	4
38	D 38999 20 FF 35 PN	4
39	D 38999 26 FF 35 PB	5
40	D 38999 26 FF 35 PC	5
41	D 38999 26 FF 35 PA	5
42	D 38999 26 FF 35 SN	10
43	D 38999 20 FG 35 SN	6
44	D 38999 26 FG 35 PN	12
45	D 38999 26 FG 35 SN	8
46	D 38999 20 FH 35 PN	4
47	D 38999 20 FH 35 SN	4
48	D 38999 26 FH 55 PN	8
49	D 38999 26 FH 35 SN	10
50	D 38999 20 FJ 61 SN	20
51	D 38999 20 FJ 61 PN	20
52	D 38999 20 FJ 61 PA	8
53	D 38999 20 FJ 35 PN	20
54	D 38999 20 FJ 35 SN	20
55	D 38999 20 FJ 35 SA	4
56	D 38999 20 FJ 35 SB	4
57	D 38999 20 FJ 19 SN	12
58	D 38999 20 FJ 29 PN	5
59	D 38999 20 FJ 24 PN	10
60	D 38999 20 FJ 04 PN	5
61	D 38999 26 FJ 61 PN	15
62	D 38999 26 FJ 61 SN	25
63	D 38999 26 FJ 61 SA	8
64	D 38999 26 FJ 35 PN	20
65	D 38999 26 FJ 35 SN	20
66	D 38999 26 FJ 35 PA	5
67	D 38999 26 FJ 35 PB	5
68	D 38999 26 FJ 35 SA	5
69	D 38999 26 FJ 19 PN	5
70	D 38999 26 FJ 19 SN	5
71	D 38999 26 FJ 29 SN	8
72	D 38999 26 FJ 24 SN	10
73	D 38999 26 FJ 04 SN	10

Note: Material finish can be 'F' (Electroless nickel) or 'W' (Olive drab cadmium over Electroless nickel plate)

ANNEXURE 3 – D38999 Series Connectors List

S. No.	Connector part no.	Qty (a)
1	D38999 20 WG 75 SN	5
2	D38999 26 WG 75 PN	5

Note: Material finish can be 'F' (Electroless nickel) or 'W' (Olive drab cadmium over Electroless nickel plate)

ANNEXURE 4 – D SUB Connectors List

S. No.	Connector Part No.	Qty (a)
1	M24308/4-355	6
2	M24308/4-353	6
3	M24308/4-345	6
4	M24308/2-536	2
5	M24308/2-534	2
6	M24308/2-526	2

ANNEXURE 5 – Backshell List

S. No.	Backshell Part No.	Qty.
1	M85049/38-9W	50
2	M85049/38-11W	200
3	M85049/38-13W	125
4	M85049/38-15W	100
5	M85049/38-17W	100
6	M85049/38-19W	75
7	M85049/38-21W	75
8	M85049/38-23W	50
9	M85049/38-25W	300
10	M85049/39-9W	20
11	M85049/39-11W	100
12	M85049/39-13W	50
13	M85049/39-15W	50
14	M85049/39-17W	50
15	M85049/39-19W	50
16	M85049/39-21W	50
17	M85049/39-23W	50
18	M85049/39-25W	100
19	M85049/52-1-10W	20
20	M85049/52-1-12W	20
21	M85049/51-1-10W	20
22	M85049/51-1-12W	20
23	M85049/52-1-14W	20
24	M85049/51-1-14W	20

Note: Material finish can be 'N' (Electroless nickel) or 'W' (Olive drab cadmium over Electroless nickel plate)

ANNEXURE 6 – Connector List

S. No.	Connector Part No.	Qty.
1	17EHD-078P-AA000 or Equivalent	8
2	17EHD-044P-AA000 or Equivalent	8
3	G17S1500110EU or Equivalent	8
4	CD951-06-EC8-4S 50-A231 or Equivalent	5
5	CD951-06-EC10-6S 50-A231 or Equivalent	5
6	2PM 02E 14-4P/1	25
7	2PM 06E 14-4S/1	50

Note: If equivalent part number is quoted, vendor should attach the datasheet of the equivalent part number with his proposal