

Date: 04/11/2024

**Procurement of Raw Materials for Manufacturing of ECS valves for AMCA**  
**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 acceptance of the Supply Order would be the effective date. The firm should check the supply order and convey acceptance of the same within seven days of its receipt. If such an acceptance or communication conveying firm's objection to certain parts of the supply order is not received within the stipulated period, the supply order will be deemed to have been fully accepted by the firm. In case a contract is to be signed by both the parties, the Contract shall come into effect on the date of signatures of both the parties on the Contract (Effective Date) or as agreed during negotiations. The performance of the Contract shall commence from the Effective Date of the Contract/Supply Order.

**Note:** If any discrepancy is there, it should be brought to the notice within 7 days from the date of Contract/Supply order else it will be presumed as Contract/Supply Order is accepted.

- 2. Law:** The Contract shall be considered and 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 the following provision:

**Option: For Defence PSUs:** The case of arbitration shall be referred to the Secretary Defence (R&D) for the appointment of arbitrator(s) and proceedings.

- 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 offence 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 or 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 to 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 wholly 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% above MCLR (Marginal Cost of Funds based Lending Rate) declared by RBI pertaining to State Bank of India for Indian bidders. 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 promotion of their product. In such case, following details are to be submitted in the Techno-Commercial bid:

- a) Name of the Agent
  - b) Agency Agreement between the seller and the agent giving details of their contractual obligation
  - c) PAN Number, name and address of bankers in India and abroad in respect of Indian agent
  - d) The nature of services to be rendered by the agent and
  - e) Percentage of 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 unauthorised 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, Guarantees and Documents, supply the stores/goods and conduct trials, 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/part thereof, of basic cost of the delayed stores/services which the vendor has failed to deliver within the period agreed for delivery in the contract. LD shall also be levied 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.

**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:-

- i) The store/service is not received/rendered as per the contracted schedule(s) and the same has not been extended by the Buyer.

Or

The delivery of the store/service is delayed for causes not attributable to Force Majeure for more than 3 months after the scheduled date of delivery and the delivery period has not been extended by the Buyer.

- ii) The delivery of store/service is delayed due to causes of Force Majeure by more than 6 months provided Force Majeure clause is included in the contract and the delivery period has not been extended by the Buyer.
- iii) The Seller is declared bankrupt or becomes insolvent.
- iv) The Buyer has noticed that the Seller has violated the provisions of Para 4 (Use of Undue Influence) and/or Para 5 (Employment of Agent) above to obtain the Contract.
- v) The Buyer is entitled at their option, to cancel the order or a portion thereof, due to not meeting any of the terms and conditions of the order / delayed execution of the order by the Seller beyond reasonable time as may be considered by the Buyer, without prejudice to the terms and conditions of this order.
- vi) 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 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 or any or all the rights mentioned above.

**15. Amendments:** No provision of the Contract 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**

**In respect of Indigenous Bidders**

**A) General**

- a) If the quoted prices exclude GST / Local Tax or any other Statutory Duties/Taxes, the same must be specifically stated with applicable rates. In the absence of same, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

- b) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation, it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.
- c) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm that duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring any request for change of duty/tax at a later date due to any reason whatsoever.
- d) Any addition to duty/tax and change in any duty/tax upward/downward as a result of any statutory variation in duty/tax taking place within contract terms shall be allowed to the extent of actual quantum of such variation of duty/tax paid by the supplier. Similarly, in case of downward revision in any 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.
- e) TDS as per Income Tax Rules and GST Rules will be deducted and a certificate to that effect will be issued by the Buyer/ Buyer's paying authority. GST TDS as applicable would also be deducted.
- B) Customs Duty**
- ADA 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.19/2019 as amended on HSS basis. Hence, all manufacturers are requested to forward their offer directly without involving any Agents, Representative and Distributors, etc. Only direct offers addressed to ADA can be considered to avail the duty benefit granted by Government of India, Ministry of Defence. Custom Duty if any which will be paid by the Supplier shall be reimbursed by ADA on production of requisite documents. Supplier is responsible to clear the material at their cost from Customs Authority based on the Duty Exemption Certificate provided by ADA and forward a copy of Bill of Entry confirming utilization of the Certificate, at the time of Delivery.
  - The successful bidder would be issued a Customs Duty Exemption Certificate (CDEC) under the said notification at the time of import clearance for the goods being imported against the Contract. Bidder would be required to submit a copy of their order to principal along with principal's acceptance and proforma invoice at least four weeks in advance from the expected date of arrival of goods to this office for issuance of CDEC.
  - Bidders may note that CDEC would be issued ONLY in favour of beneficiary of the Contract.
17. **Denial Clause:** Denial clause informs Seller that the Buyer reserves the right to admit additional payment due to upward revision of statutory levies beyond the original delivery schedule in case Seller fails to deliver the goods as per schedule. 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:** The Bidder/Firm/Company will submit an undertaking that in the past, they have never been banned/debarred for doing business dealings with Ministry of Defence/Govt. of India/any other Govt. organization and that there is no enquiry going on by CBI/ED/any other Govt. agency against them.

**Special Terms and Conditions**

The Bidder 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 Security:**

The Seller may be required to furnish a Performance Security in the form of Indemnity Bond for a sum equal to **5%** of the Contract value (including taxes and duties) within **14 days** from the date of the Order valid upto 60 days beyond completion of all the Contractual obligations including warranty, if any. The specimen of Indemnity Bond for Performance is attached at *Annexure-A*.

The Performance Security will be forfeited by the Buyer, in case the conditions regarding adherence to delivery schedule and/or other provisions of the contract are not fulfilled by the Seller.

**2. Guidelines for Submission of Bank Guarantee/Indemnity Bond:**

- a) Bank Guarantee/IB should be submitted by Bidders/Vendor in the specified format (as per *Annexure A*). Bidders should comply with prevailing formats and guidelines of ADA with respect to BGs at the time of issue of BGs.
- b) All Bank Guarantee/IB should be submitted to ADA directly by the Issuing Bank under Registered Post (A.D.) / Speed Post / Courier.
- c) Bank Guarantee/IB shall be free from all typographical error / deletions / inclusions, riders etc., and requires to be authenticated by Bank's signatory with official seal.
- d) The name, designation and code numbers of the Bank officer / officers signing the BGs should be incorporated under the signature(s) of the officials signing the BGs along with the complete postal address and email ID.

**Note:** Bank Guarantee should be issued from a Scheduled Commercial Bank in India. All charges connected with issue/extension of BG shall be borne by bidders/vendor.

**3. 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 and acceptance.

**4. Payment Terms:**

100% payment on prorata basis within 30 days after receipt, satisfactory installation and acceptance of stores/equipment in good condition with acceptance certificate duly certified by the project co-ordinator and countersigned/approved by TD.

*Part Supply/Part payment: Permitted.*

**5. Mode of Payment:**

It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details to facilitate payments through ECS / NEFT. If payment to vendor is being made for the first time, vendor is advised to provide their ECS details in Original duly attested by their Bankers.

**6. Terms of Delivery:**

The delivery of Raw materials shall be for RCI stores, Hyderabad.

**7. Packing and Marking Instructions:**

- 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.
  - Part Number :
  - Nomenclature :
  - Contract annex number :
  - Annex serial number :
  - 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. \_\_\_\_\_
    - Gross/net weight \_\_\_\_\_
    - Overall dimensions/volume \_\_\_\_\_
    - 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.
- h) Any other special specific packing requirement to be specified clearly depending upon nature of the stores.

**8. Evaluation and Acceptance Criteria of Bids:**

The bid will be considered and selected based on instructions contained in RFP for further evaluation of bids as per sequence given below:

- i) **Techno-Commercial Bid Evaluation:** Bids will be evaluated based on vendor qualification criteria of RFP and SOW and bids of the qualified bidders will be considered for further evaluation.

The bidders hereby agrees to respond to the "techno-commercial queries" sent by TCEC (if any) via e-mail / Fax (as provided by Bidder) within the time limit, failing which the Bidder's offer will be rejected summarily without any further communication.
- ii) **Price Bid Evaluation:** The Price bid of those bidders whose Techno-Commercial bid 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. The ultimate cost to ADA would be the deciding factor for ranking of Bids. ADA reserves the

right to call the lowest acceptable bidder for techno-commercial negotiations, if the cost indicated is beyond the budgeted estimate. **The basis for evaluation of Price bid will be LOT WISE.**

**9. 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 acts 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 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.

**10. Documents to be furnished for Claiming Payment**

**Indigenous Sellers:** The payment of bills will be made on submission of the following documents (wherever applicable) by the Seller to the Buyer:

- a) Original Ink-signed / Digitally Signed Invoice/Electronically Signed Invoice/ System generated Invoice
- b) Performance Security Indemnity Bond.
- c) Installation & Acceptance Certificate duly certified by Project Co-ordinator
- d) Details for electronic payment as per ECS Mandate Form viz. Bank name, Branch name and address, Account Number, IFS Code, MICR Number, duly certified by your banker
- e) Self certification from the seller that the GST received under the contract would be deposited to the concerned taxation authority
- f) Any other document / certificate that may be provided for in the SOW/Contract.

**11. 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 Buyer under the terms and conditions of the contract."

**12. Claims:**

- i) The quantity 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.

### 13. Liability Clause:

- a. Any damage caused to the property or suffered by the personnel of Buyer during the execution of Contract shall remain the liability of the Buyer. Such liability shall be fixed on Seller in case of grossly negligent act or omission on the part of Seller.
- b. This provision is limited to the relations between the Parties. It is without prejudice to the rights and actions to which the victims of damage, or any Social Security Organizations could prevail themselves legally.
- c. Either party would provide reasonable assistance to resolve the claim of other Party to mitigate loss or damage.
- d. Neither, the Seller shall be liable to the Buyer, nor shall the Buyer be liable to the Seller for any immaterial, punitive, indirect, special, incidental, or consequential loss or damage. This will hold good irrespective of whether such liability is based or claimed to be based on any breach of a Party's obligation under the Contract, or any negligent act or omission of a Party, its employees, servants, appointed representatives, sub-contractor or professional consultants, or such liability arises otherwise out of or in connection with the Contract.
- e. The Buyer shall not be liable for any compensation in any manner to the Seller for whatsoever reason.
- f. The Seller shall be liable to the Buyer for any compensation in any manner for whatsoever reasons for a sum not exceeding value of the Contract.

<b>General:</b>
Compliance for the Terms & Conditions is mandatory without which the offer will not be considered.
Bidders are requested to sign all pages of SOW, RFP and all the enclosure and annexures along with company stamp (at the bottom of pages) and submit the same along with their quotation (along with Techno-Commercial bid in case of Two Bid System)
The bidder should be registered in India. GST Registration Number and its validity should be indicated. Documentary evidences should be supplied/attached to the Bid Proposal documents.
The Bidder must have PAN/TAN for Income Tax Department and the same may be quoted.
The technical bid should contain supporting documents to prove all claims of the company.
Price details are to be furnished only in the price Bid. Technical Bids, if contain prices will summarily be rejected.
The bidder shall submit financial standing through copies of Annual Report (Balance Sheet and Profit & Loss Account) of last 03 years.
ADA reserves the right to accept or reject any or all offers in part or in full without assigning any reasons.

### 14. Acceptance Criteria:

DGAQA Approved Test Reports.

### 15. Inspection Authority :

DGAQA located within MIDHANI.

### 16. Part Supply/Part Payment: Permitted.

Details of Stores/Services Required

## 1. List of Deliverables:

Sl No.	Description	Quantity	UOM	Length of Bar
1	Nimonic 263/Inconel 718 Dia 150mm	6	Meters	1-3 meter
2	Nimonic 263/Inconel 718 Dia 135mm	4		
3	Nimonic 263/Inconel 718 Dia 110mm	8		
4	Nimonic 263/Inconel 718 Dia 80mm	15		
5	Nimonic 263/Inconel 718 Dia 30mm	30		
6	Nimonic 90/Inconel 625 Dia 65mm	14		
7	17-4 PH Steel Dia 140mm	3		
8	17-4 PH Steel Dia 115mm	8		
9	17-4 PH Steel Dia 70mm	4		
10	17-4 PH Steel Dia 45mm	28		
11	SS 440 C, Dia 55mm	6		

**Note:** Length has been removed for all the raw materials and Quantity has been increased to next round off value

## 2. Statement of Work:

- 2.1 All the Raw Materials shall be cleared for Ultrasonic Testing as per NDT 006, and cleared by DGAQA.
- 2.2 All the Raw Materials shall be supplied with Test reports duly approved by RCMA (Materials).
- 2.3 The vendor should supply the raw material based on the above List of Deliverables Terms and Conditions:
3. Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. Bidders are advised to submit compliance statement for the i) **Technical** and ii) **Techno-commercial 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)

4. Vendors to upload the SOW in entirety and provide compliance without fail.

**SUMMARY OF ADA's COMMERCIAL TERMS AND CONDITIONS**

Sl. No.	Terms	Description	Confirmation of Bidders to ADA Terms	Remarks
1.	Currency of payment	INR	Yes/No	
2.	Delivery Period (Including Acceptance)	As per Clause 5 of Details of Stores/Services Required.	Yes/No	
3.	Customs Duty	As per Clause 16 of Standard Terms and Conditions	Yes/No	

4.	Payment Terms	As per Clause 4 of Special Terms and Conditions)	Yes/No	
5.	GST percentage			
6.	Performance Security Bank Guarantee	5% of the order value (including taxes & duties) in the form of Bank Guarantee/Indemnity Bond valid till 60 days beyond the completion of all the contractual obligations including warranty should be submitted within 14 days of date of PO.	Yes/No	
7.	Inspection & Acceptance	At RCI, Hyderabad	Yes/No	
8.	Liquidated Damages (LD)	As per Clause 10 of Standard Terms and Conditions		
9.	Ordering Information	(Indicate Name and Address of Firm on whom the Order is to be placed)		
10.	Validity of quote	90 Days	Yes/No	
11.	GeM Unique Seller ID (Mandatory)	As per GeM		
12.	Price Breakup in Percentage (Total 100% of Basic Cost)	% of Import Content	Import _ %	
		% of Indigenous Content including Services	Indigenous_ %	
13.	MSE	Kindly indicate if Vendor is a MSE. if so, confirm whether Manufacturer/Trader/Service Provider. Copy of latest relevant MSE certificate to be enclosed	Mandatory	
14.	MII	Kindly indicate if the vendor is a MII Class I – Local content 50% and above MII Class II – Local Content 20 to 50% Non-Local – Local Content less than 20% OEM Declaration stating local content should be furnished.	Mandatory	
15.	Price	Basic Cost excludes Custom Duty and IGST	Yes/No	
16.	HSN Code(s) for the Imported Items and percentage of Custom Duty + IGST percentage if any	Details Furnished	Yes/No	
17.	Contact Details	Contact Person: Phone No: Email Id:		

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

5. **Delivery Period:** Expected Delivery Period, for supply of items would be **8 months** from the date of placement of PO. Please note that the Contract can be cancelled unilaterally by the

Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period with/ without LD clause will be at the sole discretion of the Buyer.

**6. Consignee details:**

- Name : Joint Director [Materials Management]
- Address : Aeronautical Development Agency,  
P.B.No.1718, Vimanapura Post,  
Bangalore - 560017
- Contact details : 080 2508 7030

**7. Technical Co-ordinator:**

- Name : Mr. Ajay Kumar Kashyap
- Contact details : 080-2508 7560/ 8904410744
- Email : akkashyap.ada@gov.in

TENDER ACCEPTANCE LETTER

(To be filled by Bidder and uploaded in Techno-Commercial Bid)

(To be given on Company Letter Head)

Date:

To,

\_\_\_\_\_  
\_\_\_\_\_

**Sub: Acceptance of Terms & Conditions of Tender.**

**RFP / Tender Reference No:** \_\_\_\_\_

**Name of Tender/Supply/Work:** \_\_\_\_\_

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely:  
\_\_\_\_\_  
as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which will form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations related to this tender too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We hereby undertake to respond to the "techno-commercial queries" (if any) which will be communicated by TCEC/ADA to our email id \_\_\_\_\_ or to our Fax No: \_\_\_\_\_ within the time limit set by TCEC without fail. I / We hereby agree that failure to respond for queries raised by TCEC within the set time limit will call for rejection of our bid/offer apart from I / We will be treated as "Default-Bidder".
6. I / We do hereby declare that our firm/company has not been blacklisted / debarred by any Govt. Department/Public Sector undertaking.
7. I / We hereby agree that the Terms & Conditions of SO / Contract will be followed without any deviation, in case SO / Contract is placed on us after due procurement process, failing which I / We will be treated as "Default-Bidder". I / We also aware that the detail of such Default-Bidder is being uploaded in the "Defaulter Vendor Data Base". Once the Bidder/Vendor becomes **three times** default, then such Bidder/Vendor will become **in-eligible** to receive any kind of tender enquiries for a period of **one (1) year**.

8. I / We certify that all information furnished by the our firm/company is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

Annexure to Order No.COM/IND/\_\_\_/\_\_\_/2023-2024 dated \_\_\_\_\_

### INDEMNITY BOND FOR PERFORMANCE-CUM-WARRANTY

1. This deed made on this.....day of .....by M/s \_\_\_\_\_, a company registered under The Companies Act, 1956 having its registered office at \_\_\_\_\_ and acting through its corporate office at \_\_\_\_\_ (hereinafter referred to as the "SELLER").

2. Whereas Aeronautical Development Agency, Bangalore (hereinafter referred to as "PURCHASER") has placed a Contract/Purchase Order bearing No \_\_\_\_\_ dated \_\_\_\_\_ for the Supply of \_\_\_\_\_

3. And whereas, the SELLER has agreed to execute this Indemnity Bond for performance-cum-warranty on the terms and conditions appearing hereinafter.

4. It is hereby agreed and declared by the SELLER that :-

a. The SELLER shall duly and faithfully perform its obligation under the said contract and comply with the conditions in the said contract.

b. The SELLER shall, in as much as with its control, refrain from such actions or actions as may cause loss, injury, damage to the PURCHASER.

c. In the event of breach/default by the SELLER in complying and in case the breach/default is not remedied by the SELLER up to period of the notification of the breach/default by the PURCHASER, the SELLER shall indemnify to the PURCHASER, to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being \_\_\_% of the contract value of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) of any direct losses or damages suffered by the PURCHASER due to failure of the SELLER.

d. The SELLER shall be fully discharged of its obligations under this bond on meeting its liability as per Para c above which shall be restricted to the limit as provided at Para c above.

e. The SELLER shall not be liable for any breach/default arising out of force majeure situation or due to any default, action, inaction or failure on the part of the PURCHASER. The liability of the SELLER under this bond shall remain and in full force until the fulfillment of the obligations of the SELLER under the said Contract.

f. The SELLER hereby expressly, irrevocably, and unreservedly undertake and guarantee that in the event that the beneficiary submits a written demand to SELLER stating that they have not performed according to the warranty obligations for the PRODUCTS as per Article, SELLER will pay PURCHASER on demand and without demur any sum up to maximum amount of \_\_\_% of the contract value. PURCHASER'S written demand shall be conclusive evidence to SELLER that such repayment is due under the terms of the said contract. SELLER undertakes to effect payment within \_\_\_ days from receipt of such written demand.

g. The amount of warranty / guarantee shall not be increased beyond \_\_\_\_%. Unless a demand under this warranty/guarantee is received by SELLER in writing on or before the expiry date (unless this warranty/guarantee is extended by the SELLER) all rights under this guarantee shall be forfeited and SELLER shall be discharged from the liabilities hereunder. This warranty/guarantee is personal to the PURCHASER and not assigned to a third party without prior written permission.

5. This Indemnity Bond for Performance-cum-Warranty guarantee shall be governed by Indian Law.

For \_\_\_\_\_

Signature:

Signature:

Name:

Name:

Witness:

- 1.
- 2.

Non-Disclosure Agreement

This Agreement is made effective this ("Effective Date")

Between

(i) ; and

(i)

Both ----- and ----- are hereinafter referred to collectively as "the Parties" and individually referred to as a "Party".

1. Definitions

1.1 For the purposes of this Agreement:

- (a) "Confidential Information" shall mean this Agreement and all information of a commercial, technical or financial nature which is directly or indirectly disclosed by the Disclosing Party (or a member of its Group or another person on behalf of the Disclosing Party as applicable) (whether before, on or after the date of this Agreement) Confidential Information includes, without limitation, any information relating to, or materials of whatever nature embodying, the Disclosing Party's products, services, operations, plans or intentions, product information, protocols, intellectual property, data, know-how, secret formulae, processes, designs, photographs, drawings, specifications research and development, trade secrets, opportunities, business affairs, customer and clients, business plans, software code, listings, holdings, alliances, investments and transactions, regardless of form, format or media and whether communicated or obtained through meetings, documents, correspondence or inspection of a tangible item that is in each case either (i) by its very nature confidential; (ii) is marked as such; or (iii) it is reasonable to assume to be confidential from the context;
- (b) "Disclosing Party" means the Party disclosing Confidential information to the Receiving Party;
- (c) "Group" shall mean in relation to a Party, that Party, each and any subsidiary or holding company of that Party, and each and any subsidiary of such holding company;
- (d) "Purpose" means discussions and exchange of information related to [.....];
- (e) "Receiving Party" means the Party who receives Confidential Information from the Disclosing Party; and
- (f) "Representatives" shall mean employees, agents, contractors, directors and other professional advisers of the Receiving Party and the Receiving Party's Group.

2. Term and Termination

2.1 This Agreement shall continue in full force and effect for a period of one (1) year from the Effective Date unless earlier terminated by either Party upon the provision of thirty (30) days' notice in writing to the other. Each Party hereby undertakes to keep confidential all of the other Party's Confidential Information that it may acquire in any manner for a period of five (5) years after the termination or expiration of this Agreement.

2.2 At the expiration or in the event of early termination of this Agreement, or at any time on receipt of a written request from the Disclosing Party, the Receiving Party shall:

- (a) immediately discontinue all use of the Disclosing Party's Confidential Information disclosed under this Agreement;
  - (b) return forthwith all documents and/or other materials (whether in paper, electronic or other form) bearing or incorporating the said Confidential Information or any of it, or certify that same have been destroyed; and
  - (c) ensure that each of its Representatives who have been given access to the Confidential Information pursuant to the terms of this Agreement are aware that the continued use of same for the Purpose is no longer permitted.
- 2.3 The obligations in Clause 2.2(b) to return or destroy Confidential Information shall not apply to:
- (a) minutes or papers of any meeting of the Receiving Party's board of directors, or to those of a duly appointed committee of such a board; or
  - (b) the retention of Confidential Information by the Receiving Party and its Representatives to comply with applicable law, rule, regulation, professional record-keeping obligations, internal compliance procedure and internal document retention policies or any competent judicial, governmental, supervisory or regulatory body.

### 3. Undertakings and Acknowledgements

- 3.1 In consideration of each Party disclosing its Confidential Information to the other, each Party hereby undertakes to:
- (a) keep the Confidential Information strictly confidential, including, without limitation, taking the measures set out in Clause 5;
  - (b) use the other Party's Confidential Information exclusively for the Purpose;
  - (c) not disclose the other Party's Confidential Information to any person, and prevent any such disclosure, except as expressly permitted by the terms of this Agreement; and
  - (d) keep the fact of the existence of this Agreement, the circumstances surrounding its creation, and the transaction contemplated by it confidential and not disclose same in any way whatever, whether by way of public announcement, individually to any third party, or otherwise, without the prior written approval of the other Party.
- 3.2 Parties acknowledge and agree that:
- (a) nothing in this Agreement shall be construed as a waiver by either Party of its proprietary rights in any of the Confidential Information it discloses hereunder;
  - (b) no warranty is given by either Party that the Confidential Information supplied by it will be complete and accurate and fit for any particular purpose, including the Purpose;
  - (c) nothing in this Agreement shall be construed as a grant by one Party to the other of any form of licence to use any of the Confidential Information it discloses hereunder other than for the Purpose, or to deal in any way with any of the intellectual property rights therein; and
- 3.3 The Disclosing Party warrants that it has the right to disclose the Confidential Information to the Receiving Party and to authorise the Receiving Party to use the Confidential Information for the Purpose.

### 4. Exceptions

- 4.1 The restrictions on the Parties under Clause 3.1 shall not apply to Confidential Information that:
- (a) is or becomes generally available to the public through no act of default on the part of the Receiving Party or any of its Representatives; provided that, for the avoidance of doubt, disclosure to a governmental entity, domestic or foreign, shall not be considered to be "generally available to the public"; or

- (b) the Receiving Party can prove by documentary evidence produced to the Disclosing Party that the Confidential information was already in the Receiving Party's possession and at its free disposal before the disclosure made pursuant to this Agreement; or
  - (c) is independently developed by the Receiving Party; its officers, employees, agents or contractors, without reference to the Disclosing Party's Confidential Information; and/or
  - (d) is subsequently disclosed to the Receiving Party without any obligations of confidence by a third party who has not derived it directly or indirectly from either Party to this Agreement.
- 4.2 The Receiving Party may disclose Confidential Information that it is required to disclose by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of this disclosure as possible.

## 5. Confidentiality Measures:

- 5.1 In order to secure the confidentiality attaching to the Confidential Information, each Party shall:
- (a) subject to Clause 5.2, ensure that access to the other Party's Confidential Information is allowed exclusively to those of its Representatives who are under a written agreement (which may be as part of their employment or contract for work) to preserve as confidential any information and knowledge which is entrusted to their employer or, in the case of a contractor, their client;
  - (b) keep separate all of the other Party's Confidential Information and all information generated by it based thereon from all of its other documents and records;
  - (c) not make or retain any copies of the other Party's Confidential Information or create any documents or other material of whatever nature containing or reflecting any of the other Party's Confidential Information except as necessary for the Purpose;
  - (d) use the same security measures and degree of care to preserve and safeguard the other Party's Confidential Information as they use to preserve and safeguard their own Confidential Information and in any case no less than reasonable care; and
  - (e) comply with all other reasonable requirements imposed by the Disclosing Party in relation to the protection of its Confidential Information.
- 5.2 For the avoidance of doubt, each Party further acknowledges and agrees that it shall be wholly responsible for breaches of this Agreement arising from the acts and/or omissions of its respective Representatives.

## 6. General:

- 6.1 The Parties acknowledge and agree that the Confidential Information is of significant commercial value to the relevant owners and that any breach by one Party of the terms of this Agreement could cause irreparable damage to the other Party's business. Accordingly, without prejudice to any other rights or remedies available to either Party, whether at law or in equity, each Party acknowledges and agrees that damages alone may not be an adequate remedy for a breach of this Agreement and that each Party shall be entitled to seek the remedy of injunction in the event of any actual, threatened or anticipated breach by the other of any of the terms of this Agreement.

- 6.2 This Agreement is personal to the Parties and shall not be assigned or otherwise transferred, in whole or in part, by either Party without the prior written consent of the other.
- 6.3 Neither Party shall describe itself or hold itself out as an agent of the other and nothing in this Agreement shall be construed as creating the relationship of partnership or principal and agent between the Parties.
- 6.4 This Agreement constitutes the entire understanding and agreement between the Parties relating to the protection and use of Confidential Information disclosed hereunder and supersedes any and all prior agreements (whether written or oral) or understandings relating thereto. No Party shall be bound by any additional or other representation, condition or promise unless expressly agreed in writing and signed by a duly authorized representative of that Party.
- 6.5 All non-legal notices, approvals, consents and other communications required or permitted under this Agreement will be in writing and delivered by email with confirmation of delivery, by courier or reputable international delivery service with written verification of receipt, or by registered mail, return receipt requested, postage prepaid, and in each instance will be deemed given upon receipt. All such notices, approvals, consents and other communications will be addressed to the address set forth in this Agreement or to such other address as may be specified by either Party to the other in accordance with this Clause.
- 6.6 All legal notices under this Agreement will be in writing and delivered by courier or reputable international delivery service with written verification of receipt, or by registered mail, return receipt requested, postage prepaid, and in each instance will be deemed given upon receipt. All legal notices will be addressed to the address set forth in this Agreement or to such other address as may be specified in writing by either Party to the other from time to time
- 6.7 If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.
- 6.8 This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Transmission of the executed signature page of a counterpart to this Agreement by email or other electronic means shall take effect as delivery of an executed counterpart of this Agreement.
- 6.9 The construction, validity and performance of this Agreement and all matters arising from or connected with it shall be governed in all respects by Laws of Republic of India.
- 6.10 Save for any application for injunctive relief made by either Party pursuant to Clause 6 herein (which may be made in any court of competent jurisdiction), each Party irrevocably agrees that any dispute or claim of any kind whatever arising under, out of, or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts at Bangalore.
- 6.11 Any claims, differences or disputes under or in relation to this Agreement shall be resolved amicably by mutual discussion failing which the same shall be referred to the Sole Arbitrator appointed by consent of both the parties. Any claims, differences or disputes under or in relation to this Agreement will be referred to Arbitration in accordance with Arbitration and Conciliation Act 1996 and the venue of arbitration will be Bangalore. The language of the arbitration shall be English. The decision/award of such an arbitrator shall be binding on the parties hereto and enforceable in any court of competent jurisdiction.

Signed by a duly authorised representative of the Parties

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date: