

(Name of Lab/Estt)
APPLICATION FORM FOR REGISTRATION OF VENDORS

(Note: The information asked in Sr.Nos.1 to 19 & declaration at the end of form is compulsory to all type of vendors seeking registration. The Manufacturers have to fill-up all the columns)

-
1. Name of the firm :
 2. Address :
 - a) Regd./Head Office
 - b) Branch/Sales Office
 - c) Godown
 - d) Factory/Workshop
 3.

	Office	Branch	Godown	Factory
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 - a) Telegraphic Address
 - b) Telephone No./Nos.
 - c) Mobile /Pager No./Nos.
 - d) Fax No./Nos.
 - e) E-Mail Address
 4. Jurisdiction of Police Station under which
The premises fall :
 5. Registration is sought as TRADER/STOCKIST/SUPPLIER/DEALER/DISTRIBUTOR/
ASSEMBLERS/MANUFACTURER/FABRICATOR/SERVICE CONTRACTOR
 6. (a) Stores for which registration is sought.

(b) Details of Distributor/Dealership of Articles normally stocked & the extent of such stocks indicating separately Imported Articles (types of stores), Indigenous & Stocked Articles with Name of the Mfrs. & Type of Stores (if applicable)
 7. Letter of authority from Manufacturer as Sole Distributor/Dealer with details of distributorship/dealership, if applicable.
 8. Kind of Ownership :
 - a) If a Limited concern, Name & Addresses of Directors & Managing Director
 - b) If Single Owner, Name & Address of the Proprietor & Manager, if any
 - c) If Partnership, Name & Addresses of Partners

9. Is your firm registered under?
 - a) The Indian Companies Act, 1956 as amended (attach copy of Memorandum & Articles of Association)
 - b) The Indian Partnership Act, 1932 as amended (attach Statement in register of firms showing names of Partners)
 - c) Indian Factories Act, 1950 (Registration No. & date to be given)
 - d) Any other Act

10. For any further information, person(s) to be contacted with Name, Designation, Phone (O), (R) & Address

11. Sales Tax Registration No. (attach copies of GST, CST Certificates)

12. Income Tax Registration No. Date (attach latest Income Tax Clearance Certificate)

13. References of Defence/DRDO LAB/DGS&D/Govt.Dept with whom you are already registered, with documentary evidence

14. Bankers Name, Address, A/c No.

15. Are you providing after sale services? If so, indicate
 - (a) Warranty Period
 - (b) Scope of Warranty

16. List of Principal Customers with addresses (with special reference to Defence Contracts with proof)

17. Brief Description of the Organisation (i.e. History, Total Area, Present Set-up, Future expansion plans, Deptts., Labs, etc.)

18. Details of Managerial & Technical Personnel
 - a) Total no. of employees, Administrative, Technical, Q C Inspectors, Skilled-unskilled personnel.
 - b) The min. requirements, experience & qualification laid down for Quality control manager, Supervisors & Inspection staff.
 - c) Is any member of your staff a foreigner? If yes, give details
 - d) Training Programme of Staff.

19. Type of Industry: Small/Medium/Large Scale Industry
 - a) In case Small Scale Industry, registration No. & date with the Director of Industries with proof
 - b) In case of Medium Scale/Large Scale Industry, Factory Number allotted by the Director General of Technical Development.

20. Year of commencement of manufacture of stores at Sl. No. 6
21. Manufacturing capacity as approved by Government
(Indicate Industrial Licence No. & Date, Product & Quantity licensed) and Annual Turnover for last 3 years
(Indicate company's financial year & give estimated value for current year)
22. Electric Power:

	Sanctioned	Installed	Utilized
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23. Whether adequate facilities are available for water supply, Fire fighting, Security and if so give details
24. Is environment clearance obtained & from which authority (if applicable)
25. Details of stores under production or development
 - (a) Brief details of products manufactured indicating S.NO. Type, Description, Annual production for last three years
 - (b) Present monthly productions (give No of daily shifts)
 - (c) Spare capacity available
 - (d) Product under development
 - (e) Future plan for development
 - (f) Basic research programme in hand
26. Has your product been tested by any agency? If so, indicate details
(Copies of quality approval/test certificate/test reports may be enclosed in duplicate)
27. Whether firm is ISO certified or having any other certification?
If so, mention the standards.
28. Foreign collaboration if any:
(Indicate Product, Name & Address of the Collaborator, Year of Collaboration, whether current or not.)
29. Raw Materials:
Indicate Requirements, Period for which reserve stock of raw material is held, Sources of procurement, percentage of indigenous/imported raw materials. If imported raw materials are used, please indicate Brief Description, Estimated CIF Value, % of FE contents in finished product
30. Details of Items for which patent rights of the firm exist.
31. Details of Plants & Machinery, indicating Description, Make, Rating & Quantity
32. Details of Laboratory & Drawing Office facilities

- 33. Inward goods inspection & quality control of raw materials/ bought out items.
 - a) Available test equipment and facilities in the factory indicating Description, Make, Rating & Quantity
 - b) Assistance from external agencies
 - 1) Description of the Test
 - 2) Name of the agency carrying out the test
- 34. Details of test facilities by way of equipment/instruments held by you
- 35. Inspection and quality control of finished products
 - a) Available test equipment & facilities in the factory
 - b) Assistance from external agencies
- 36. Future plans:
 - a) Expansion Programme
 - b) Installation of New Machinery
 - c) Additional test facilities
 - d) Any other information you would like to furnish

DECLARATION

- 1. We _____ (Name of Partners/Proprietors or share-holders) do hereby declare that the entries made in this application form are true to the best of our knowledge and that we shall be bound by the acts of duly constituted attorney.
- 2. We also hereby declare that all materials related to DRDO shall be treated as CONFIDENTIAL and no information shall be passed on to any unauthorised person without written permission of the Director of the Lab/Estt.
- 3. We also undertake the responsibility to inform all subsequent changes in the constitution OR working of firm, affecting the accuracy of the answers now given will be promptly communicated to your Lab/Estt.
- 4. Mr. _____ whose signatures are given below is an authorised representative of this firm.

(Specimen signatures of firm's authorised representative)

Place:
Date:

SIGNATURE OF AUTHORISED SIGNATORY
(WITH FIRM'S SEAL)

CONFIDENTIAL

(Name of Lab/Estt)

VERIFICATION OF ANTECEDENTS OF THE FIRMS

Tel: _____ Lab -----
Fax: _____

Date: _____

1. The Commissioner of Police

2. Bank Manager

Subject: REGISTRATION OF FIRMS

Dear Sir,

1. M/S _____ has applied for registration of their firm as an approved supplier with this Lab/Estt for supply of _____.
2. Before entertaining any business transaction with this firm, it is necessary to ascertain their sound existence and other particulars. Please verify and confirm that there is nothing adverse against this firm. The information called for is a matter of routine and is not for anything particular against this firm. The information* submitted by the firm is enclosed for your reference.
3. An immediate reply is requested. Confidentiality of your reply will be ensured.

Yours faithfully,

()
For Director

***Instructions: Attach a sheet with “only” essential information to be verified.**

(Name of Lab/Estt)
VENDOR REGISTRATION REPORT
(TO BE SUBMITTED BY VENDOR REGISTRATION COMMITTEE)

A. Registration on Vendor's Request:

Reference _____ to request for Vendor Registration made by
M/s _____

i) The Committee considered/visited the premises of the firm, to verify the information furnished by the vendor.

ii) On cross verification & detailed inquiry with Shri/Smt _____
Owner/Partner/Manager of the firm, by the Committee, the information submitted by the
Vendor is found true & satisfactory, except the following:

B. Self-registration by Lab/Estt:
(Applicable for firms of repute only)

The registration of M/s _____ has been recommended by (name of
Group/Division)/derived from Indian Trade Journal/Press advertisements/any other source. The
committee visited the firm or considered the repute of the firm.

Recommendation of the Committee

The registration of M/s _____

Recommended/Not recommended

(_____)
Member

(_____)
Member

(_____)
Chairman

Approved/Not Approved

DIRECTOR

Grams: ADDRESS OF LAB/ESTT
Phone:
Telex:
Fax:
Email:
Ref. No. Date:

To

M/s _____

SUB: REGISTRATION OF FIRM AS APPROVED VENDOR

REF: Your Application/letter No. dt.

Dear Sirs,

1. We are pleased to inform you that you have been registered as an approved supplier/contractor to this Lab/Estt as per details given below:-
 - a). Registration No. & Date:
 - b). Date of Validity of Registration:
 - c). Category of item/s for which registered:
 - d). Registered as:
 - e). Stores/Items/Services for which Registration granted:
 - f). Monetary ceiling for existing individual orders/contracts:
2. The Director of this Lab/Estt reserves the right to cancel your registration at any time without notice on any of the following grounds :
 - a). Failure to observe, while tendering, the instructions given in tender form.
 - b). Failing to quote in response to invitation to tender on three successive occasions.
 - c). Failure to execute the contracts/supply orders satisfactorily.
 - d). Rendering of false information in the application for registration/quotation
 - e). Any other grounds which in the opinion of the Director, render retention undesirable in public interest.

3. By registering your firm on our list we are not under any obligation to issue our tender enquiries to you each and every time. Enquiries will be issued depending upon the nature of procurement solely at the discretion of the Director, _____.
4. Please inform the Director in writing whether you or any of your partners/employees have/has close relations working with any DRDO Lab/Estt. This is for record only.
5. This registration will be valid initially for a period of five years and renewed thereafter at the discretion of the Director considering your firm's performance during the preceding period of five years.
6. Please inform any change in your address, telephone no etc to the Director _____.
7. Please acknowledge receipt.

Thanking you,

Yours faithfully,

()
For Director

(Name of Lab/Estt)

**QUESTIONNAIRE FOR ACCEPTANCE OF NECESSITY FOR THE
PROCUREMENT OF CAPITAL EQUIPMENT & ADDITIONAL ACCESSORIES
FOR BUILD-UP AND MAINTENANCE**

General

1.
 - a) Complete nomenclature of the item and reference of SI No in the FBE:
 - b) Broad specifications of the equipment:
 - c) Shelf life of item:
 - d) Build-up/Maintenance:
2.
 - a) Estimated cost of the item(s):
 - b) Date of last procurement, its quantum and cost:
3. Whether the item is proprietary and if so indicate the name and address of the firm (Indian or foreign):
4. If the item is intended for replacement, is it complete equipment or only a part or an accessory to be replaced & how the old item was disposed off or is proposed to be disposed off? :
5. If there are more than one number of the items existing then
 - a) Specify numbers:
 - b) State how and why it is absolutely necessary to have replacement? Or:
 - c) Why the work can not be carried on with the existing number of items? :

For Build-up

6.
 - (a) Is the item demanded complete with accessories and spares and whether there will be need to procure spares etc.?:
 - (b) Are the spares readily available? :
 - (c) If not, specify delivery schedule:
7. Is a similar or identical item available in your Lab/Estt or in the neighbouring R&D stt/Civil Estt/Def. Estt ? If so, give details along with cost and year of purchase and why it cannot be utilised:
8. What will be the effect if the item is not procured? :
9. If the item is for build-up, whether it is for workshop use, lab use, testing etc? :
10. Is the item intended for immediate use? If so, how the work was progressed till now and why those arrangements should not continue? :
11. Are all arrangements & facilities such as accommodation, air conditioning, men, power etc. available in the Lab/Estt. or have yet to be provided ? Furnish the following information:
 - a) Works services required are major or minor and when are they likely to be completed? :

- b) The additional manpower required for maintaining and handling the machine/equipment and the expenditure involved.:
 - c) In view of the present ban on creation of additional posts can the machine/equipment be used with the deployment of existing manpower ? :
 - d) Can the equipment/machine be installed within 3 months of its receipt? :
 - e) Do you have facilities to undertake normal maintenance of the machine/equipment ? If not how the same is proposed to be carried out ? :
12. Whether deputation of officer abroad to learn the working/operating of machine/equipment being imported is necessary? If so please give details, specifying no. of people and hours of training required with justification.:
13. Who will be responsible for maintenance after warranty/guarantee period ? :
14. Where is the machine/equipment likely to be located? :

For Maintenance:

15. How long the item is likely to give service if replacement is for a part or an accessory ?:
16. Is replacement due to fair wear & tear or otherwise?:
17. For Annual Maintenance:
- a) Year & Cost of Purchase:
 - b) Last AMC Charges, if any:

It is certified that the expenditure on the new proposal submitted could be met from the allocation available in Lab/Estt for the year in which the expenditure is to be incurred.

Place:

DIRECTOR

Date:

Note: A brief write-up in support giving full justification of the equipment may be given in a separate sheet.

(Name of Lab/Estt)

**DEMAND FOR LOCAL/CENTRAL PURCHASE/SERVICES
(Part I to be completed in all respects before sending to MMG Division)**

PART 1

MMG Demand Control No (to be allotted*): Div. Demand No:
 Group/Division : Div. Demand Date:
 Project/Build-up/Maintenance : Inventory No.(if any): _____
 Name, No.& PDC (for project only) :

1. Arrangements may please be made to procure the article(s) shown below :

Article(s) /Service to be Procured

Sl. Code No. ref (if any)	Description of article(s)/ Services	Unit of measure	C/NC	Qty held	Qty	Estimated cost	Reqd date
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1.
2.
3.
4.

No. of items ----- only

2. Article(s)/Service may be procured as
PROPRIETARY / SINGLE/LIMITED/OPEN TENDER/REPEAT ORDER/RC/CP
3. Article(s)/Service demanded is/are
**CAPITAL/SPARES/ACCESSORIES/REPLACEMENT/SERVICES/FABRICATION/
DEVELOPMENT**
4. Whether item is included in FBE: Yes/No
If 'YES' give Ref. of FBE Year..... Page No..... Sl. No.....
5. Priority (Date by which required) :
6. Consumable/Non-Consumable (C/NC):
7. Mode of transportation : Rail/Road/RPP/Air
8. Insurance if required, brief justification.
9. QA/QT will be carried out by our rep/outside agency.
10. End use/Justification:
11. Requirement of specialised training, if any
12. Free issue material (FIM) required : Yes/No
If Yes, give details (item code, description, quantity, rate etc)
13. Drawings/Specifications/Acceptance/Inspection criteria to be enclosed if applicable.
14. Last Supply order and rate (if available)
15. Warranty required: Yes/No
16. Any other points:

* To be entered in all three pages of this demand.

MMG Demand Control No.:

Note: A) It will be ensured that:

1. For non-project items beyond Director's powers, the necessity in principle is approved by R&D HQrs as per Form No. DRDO.MM 05
 2. The sources of supply recommended overleaf are only known reputed firms dealing with the stores demanded. The firms are registered/will be got registered before tender enquiry.
 3. The items demanded fall under the category of scientific instruments, apparatus and appliances.
 4. The stores demanded are proprietary in nature and a certificate in the prescribed form is attached.
- B) A brief write-up on necessity, specifications, availability of manpower, space, alternatives if any, acceptance test, any special facilities required is attached separately.

LIKELY SOURCES OF SUPPLY: (In case of new vendors, not registered, action should be initiated to register the firm expeditiously)

Registration No.	Name and Address of the firm
1. _____	_____
2. _____	_____

Phone No. _____ (_____)
Date: _____ Initiating Officer

Countersigned

Phone No. _____ (_____)
Date: _____ HOD/Group Head

Certificate by Stores:

Item is available/not available in stores:

Phone No. : _____ (_____)
Date: _____ Stores Officer

Certificate by Budget/Planning Group/Project Accounting Cell

Certified that funds are likely to be available within the likely allocation/allocated funds in the financial year _____.

Phone No. : _____ (_____)
Date : _____ O I/C Budget/Project Cell

MMG Demand Control No.:

PART 2

ACCEPTANCE OF NECESSITY OF STORES/SERVICE BY SPC

(Applicable for Stores costing more than Rs.1 Lakh)

Procurement recommended/not recommended by SPC on_____. The item(s) to be purchased on **PAC/Single Tender/Limited Tender/Open Tender/Rate Contract/Repeat Order/Central Purchase**

Utilisation of equipment/stores is likely to be commensurate with the investment proposed.

(Member) (Member) (Member)

(Chairman)

Date:

Stores Procurement Committee

**PART 3
CFA APPROVAL**

Procurement of items/service approved/not approved.

Date:

(Signature of Director/CFA)

ACTION BY MM GROUP/DIVISION

Tender No._____

Issued on_____

With date of opening on _____

(MMG Officer)

(Name of Lab/Estt)

PROPRIETARY ARTICLE CERTIFICATE

1. Details of Item/Type/Model No. etc required along with specifications :
2. Is the item a spare part, attachment or accessory for an existing equipment ?:
3. Name of the manufacturer/supplier of the item proposed by the demanding officer:
4. Are they sole manufacturers/sole distributors of the items?
(Attach a certificate from manufacturers, if possible) :
5. Is there any other item with similar or equivalent specifications to meet the job requirement envisaged? If the answer is 'Yes' why the same can't be procured? (Demanding officer should bring out comparative functional advantages/cost-effectiveness of the recommended item from those offered by others) :
6. What were the efforts made to locate alternative sources of supply or use other substitutes ?
7. Why open/limited tender can't be resorted to, for locating alternative sources?
8. Any other justification for procuring the item from a single source:

Place:

Date:

Tel No.:

(
Demanding Officer

Certified that:

- a) The item at Sl No.1 above is required to be procured on proprietary basis, as the source of supply is definitely known.
- b) The specified brand proposed has advantages in meeting our functional requirements.

Date:

Tel No.:

Signature
Head of the Division/Project

Approved/Not Approved

Date:

DIRECTOR

(Name of the Lab/Estt.)
DEMAND FOR IMPORT OF STORES/EQUIPMENT/MACHINERY
PART I

MMG Demand Control No (To be allotted *): Div. Demand No:
Group/Division : Div. Demand Date:
Project/Build-Up/Maintenance: Inventory No.(if any): _____
Name, No., & PDC (for project only):

1. Details of item with complete specification & Justification :
(Separate sheet may be attached for specification)
2. Quantity required :
3. Name and address of suppliers/manufacturers :
(Original Equipment Manufacturer in case of spares)
4. Estimated cost of item(s) in FE :
5. Date, Rate and Quantity of Last Procurement (if applicable)
6. If included in FBE Year _____ Page No. _____ Sl.No. _____
7. Likely source of supplier with complete address :
8. Proprietary/single tender/limited tender/global tender :
9. Item is consumable/non-consumable :
10. Proposed mode of transport-Sea/Air/Road/RPP :
11. Whether insurance required? : Yes/No

Phone No. ()
Date: Initiating Officer

Countersigned

Phone No ()
Date: HOD/Group Head

Certificate by Budget/Planning Group/Project Accounting Cell
Budget Code :

Certified that funds are available/budgeted for expenditure during the financial year-----

Phone No. ()
Date: OI/C Budget

* To be entered on both pages of this demand.

PART 2

**RECOMMENDATIONS OF SPC
(For items above Rs. 1 lakh value)**

Demand Control No.:

Procurement recommended/not recommended by SPC on _____

The item(s) to be purchased on **Proprietary/Single Tender/Limited Tender/Global Tender/Repeat Order**

()
Member

()
Member

()
Member

()
Chairman

Date:

Stores Procurement Committee

**PART 3
CFA APPROVAL**

Procurement of items approved/not approved.

Date:

Director/CFA

ACTION BY MM GROUOP/DIVISION

Tender No. _____

Issued on _____

With date of opening on _____

()
MMG Officer

(Name of Lab/Estt)

WEEKLY/MONTHLY REPORT ON CASH PURCHASES

Group/Division

Week/month ending -----

Demand No.	Date of purchase	Item description	Qty	Cost	Cash drawn on	Cash settled on	Ledger reference	Remarks
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Date

Head MMG

CFA/Director

Head of Div/Group

Name of the Lab/Estt.)
CASH PURCHASE DEMAND

MMG Demand Control No (To be allotted*): _____ Div. Demand No: _____
 Group/Division : _____ Div. Demand Date: _____
 Project No./Build-up/Maintenance: _____ Inventory No. _____
 PDC (for Project only): _____

The following items are to be procured through cash purchase to meet urgent requirements as supply of these items through normal purchase process can not be awaited. Approval of the CFA may kindly be accorded.

Sl.No.	Nomenclature	Unit of Measure	C/NC	QTY	Estimated cost
1.					
2.					
3.					
4.					

Total amount for which sanction is required: Rs. _____

Justification:

(_____)
Initiating Officer

(_____)
HOD/Group Head

Phone: _____

Date: _____

Phone: _____

Date: _____

Certified that unit of measure and C/NC category is correct as per ledger. Items **Available/Not Available** in central stock.

Phone: _____

Date: _____

(_____)
Stores Officer

Certified that Funds are/will be **Available/Not Available** under Budget Head _____.

Phone: _____

Date: _____

(_____)
I/C Budget

* Please enter control number on both pages.

MMG Demand Control No.:

Local Purchase/Out station purchase approved and Cash Officer is authorised to pay sanctioned amount of Rs._____ (Rupees_____only) in cash to Cash Purchase Officer Shri _____ Designation._____ whose specimen signatures are attested below.

1. _____
2. _____

()
CFA/Authorised Signatory.

Receipt

Received Rs._____ (Rupees_____only) from Cash Officer for the purchase mentioned above on (Date):_____

Phone:

Date:

()
Cash Purchase Officer

Certificate

It is certified that:-

1. Verbal enquiries were made and the prices paid are the cheapest/reasonable due to _____.
2. Purchases are from authorised dealers, stockist or reputed vendors.

()
Member

()
Member

()
Cash Purchase Officer

Settlement

Received balance amount of Rs._____ (Rupees_____only) from Shri _____ Designation:_____ on _____ (date) with two copies of cash memo and receipt voucher. The advance drawn by the Officer has been settled without any discrepancy. Actual expenditure incurred is Rs._____ (Rupees_____only) and the DV No. is _____.

Date:

()
Cash Officer

INVITATION FOR TENDER/QUOTATION

(By registered post with AD)

Telex No.: _____ Address of Lab/Estt
 Grams: _____
 Tele: _____

Ref No: _____ Due Date: _____ Due Time: _____

Opening Date: _____ Opening Time: _____

M/s _____

Dear Sirs,

1. Quotation in Indian Rupees is invited for the under mentioned stores by Director, _____ as per the terms and conditions enclosed.

Sl No.	Description of stores	Unit of measure	Qty required

2. + The techno-commercial and price bids should be sent in **two separate sealed covers** distinctly marked accordingly, otherwise it is likely to be rejected.

OR

Please forward your combined bid (techno-commercial and price) in a sealed cover thus marked accordingly.

3. Clarifications may however be sought from you on certain techno-commercial aspects requiring elucidation and to delineate a panel of acceptable offers at reasonable price for placement of order. This may be kept in mind while submitting your offer. Price negotiations may be done only with the lowest, if necessary.

Notes:

1. Please enclose samples/brochures*
2. Free issue material to be provided by the laboratory attached at appendix*

Yours faithfully,

(_____)
 Name & Designation
 FOR DIRECTOR

For & On Behalf of The President of India

+ Delete which is not required

* Delete if not applicable

GENERAL TERMS AND CONDITIONS FOR TENDER ENQUIRY*

1. Quotation must be sent by Regd AD post as given in Para 1 of our letter (page 1/4) or to be dropped in the tender box at (name of lab/estt). Tender documents must be placed in envelopes securely fastened, sealed and distinctly marked 'TENDER FOR SUPPLY' and addressed only to Director, _____. Tender enquiry reference and due date and time of opening must be marked boldly on the envelope. For two bid cases, the two envelopes should be marked as Techno-Commercial and Price bids respectively with tender enquiry reference, due date and due time. The two envelopes should be put in one envelope and marked to Director _____. Tender enquiry reference with due date and due time should be marked on outer cover.
2. Unsolicited quotations/quotations received late or improperly sealed or with incomplete marking or with unattested overwriting/corrections in the quotation documents are liable to be rejected.
3. Items supplied are subject to inspection and acceptance and the supplier should collect rejected items at his cost.
4. In case of delayed supplies, liquidated damages at the rate of 0.5 percent per week of delay with a maximum of 5 percent will be levied.
5. Validity: 90 days from the date of opening.
6. **Registration:** Registration is mandatory. If your firm is not registered with this Lab/Estt. or any other DRDO Lab/Estt, you are required to seek registration. For details please write to Director of (Lab/Estt). Vendors must complete registration formalities to become eligible for placing supply orders and future enquiries.
7. 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.
8. 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.
9. 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 shall be competent to take on the spot decisions.
10. Director reserves the rights to place order for full quantity or part thereof as considered necessary.
11. Drawings/specifications sent along with this letter should be returned along with your quotation or regret letter.

* Please cross the conditions not required and add any required for this enquiry.

12. You may give any of your commercial term, if required in your techno-commercial offer only, and price quotation should contain only price.
13. **SECURITY:** Any information/material/document supplied in connection with this enquiry/likely order is classified. You are required not to disclose/copy to jeopardise security.
14. Please inform the Director in writing whether you or any of your partners/employees have/has close relations working with any DRDO Lab/Estt. This is for record only.
15. For two bid cases, only techno-commercial bid will be opened on the date and time of opening.

TECHNO-COMMERCIAL BIDS***TECHNICAL**

1. Give brief description of item/equipment/material with accessories. Items offered should conform to BIS (ISI) specifications or as explicitly stated. 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 product brief, test certificates available may be enclosed. Samples may be enclosed or despatched.
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.

COMMERCIAL

1. The normal payment terms are 90 % within 30 days after receipt, acceptance and satisfactory installation of stores/equipment in good condition or the date of receipt of the bill whichever is later. The 10% payment will be released after warranty/guarantee period. This can also be released on furnishing an irrevocable bank guarantee in the prescribed format for equivalent amount valid for the duration of such warranty/guarantee, wherever applicable.
2. Give details of installation and commissioning except price which will be only in price bid (if applicable).
3. Warranty/guarantee required is for ___ years. Indicate warranty/guarantee duration offered
4. Delivery desired is within ___ weeks/months. Specify your delivery period.
5. In case of delayed supplies, liquidated damages at the rate of 0.5 percent per week subject to a maximum of 5 percent will be levied.
6. This Organisation is exempted from payment of customs duty under notification No. _____ and excise duty under notification No. _____. However, prices should be quoted indicating clearly Customs/Excise duties. If agreed, the necessary exemption certificate may be provided. This exemption is for the final product only.

* Please cross the conditions not required and add any required for this enquiry.

7. **Delivery:** Free delivery at _____.
8. Mode of despatch: Rail/Road/Air/Sea
9. 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.
10. Please note clearly that faxed quotation is liable to be rejected.
11. The Contractor is liable to submit the Security Deposit of appropriate value, in the event of acceptance of his tender if applicable.

PRICE BIDS*

1. a) No unilateral revision in price will be admissible.
b) The price quoted includes Sales Tax/Excise Duty/Custom Duty.
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 _____ and total value is also indicated in words.
3. Adhering to the Format given below is a Pre-requisite for considering your quotations:

Sl No.	Description	A/U	Qty offered	Unit price	Total cost
(i)	Brief description, basic price without duties if any, of complete equipment/item/material with all accessories.				
(ii)	Customs duty, if any				
(iii)	Excise duty, if any				
(iv)	Sales tax				
(v)	Installation and commissioning cost, if any				
(vi)	Training cost, if any				
(vii)	Total cost (in figures & words				
(viii)	For octroi if applicable, necessary certificate will be issued.				
(ix)	Any other				

4. Separate list should be attached where required in the same format giving details of each item and cost. However, total cost mentioned at Sl No. 3(vii) above
5. 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.
6. In case spares/accessories are applicable, their price should be clearly indicated separately.
7. Any optionals indicated in techno-commercial bids must be priced separately.

* Please cross the conditions not required and add any required for this enquiry.

INVITATION TO TENDER
(For open tenders only - Non-transferable)

PART I

Telex No.	:	_____	Government of India
Grams	:	_____	Ministry of Defence
Tele No.	:	_____	R&D Organisation
Tender Reference No	:	_____	(Name &Address of the Lab/Estt)
			Dated:
Due date	:	_____	Due Time
Opening date	:	_____	Opening Time

To

M/s _____

1. The supplies/services noted at Schedule of Requirements in Techno-Commercial Bid (Part-III) are required. Please find the following enclosed in this invitation:

- | | |
|--|----------|
| 1. Invitation to Tender (Part I) | Page 1 |
| 2. Tender (Part II) | Page 2 |
| 3. General Terms & Conditions (Part III) | Page 3-5 |
| 4. Techno-Commercial Bid (Part IV) | Page 6-7 |
| 5. Price Bid (Part V) | Page 8-9 |

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 _____ and marked with our tender reference no, due date and due time on each envelope with your stamp as sender along with date of despatch. The two envelopes may be put in one envelope and addressed to Director _____ at the above address without any indication that there is a quotation within. The combined envelope may be put in tender box placed at _____ before due date and time.

Non-compliance of the above may disqualify your offer for consideration.

Yours sincerely,

(_____)

For Director

For & on behalf of the President of India

Date: _____

TENDER

PART II

Tender reference no: _____

To

The President of India
Through Director _____

(Name of Lab/Estt)

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 contract/supply order enclosed hereto duly accepted on receipt of order for the same.

I/We agree to hold this offer open until _____ and shall be bound to supply/commission/erect the equipment and despatch the same within the specified period.

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 an intimation from you regarding acceptance of this tender/receipt of supply order.

Station:
Date:

()
Signature of Tenderer
With Office Stamp.
Name & Address:

Station:
Date:

()
Signature of Witness:
Name & Address:

**GENERAL TERMS AND CONDITIONS FOR TENDER
PART III**

1. Preparation of Tender:

- (i) The complete tender form (pages 2-9) should be returned intact 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'.
- (ii) 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 reference number and be fully signed by you (the supplier). In such cases reference to the additional pages must be made in the tender form.
- (iii) 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:

- (a) 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.
- (b) Individual signing the tender or other documents connected with a contract must specify whether he signs as:
 - (i) A 'sole proprietor' of the firm or constituted attorney of such sole proprietor.
 - (ii) 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.
 - (iii) Constituted attorney of the firm if it is a Company.

NB:

- a. In case of (ii) 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 contract 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 contract and hold the signatory liable for all costs and damages.
- d. **The tenderer should sign each page of the tender form and annexures, if any.**

3. **Delivery of Tender:** The original copy of the tender form (pages 2-9) is to be enclosed in two separate envelopes, the first envelope containing Part II, III, and IV 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 reference no, due date and time. The two envelopes should be put in one envelope which shall have only the address of this office without any indication that there is a tender within. **Right is reserved to ignore any tender who fails to comply with the above instructions.**
4. **Latest Hour for Receipt of Tender:** Unless otherwise specified in the Invitation to tender (Part I), your tender must reach this office not later than 1400 hours on the date of opening of the tender. Tenders sent by hand should be put in the Tender Box at this office not later than 1400 hours on the due date unless otherwise mentioned.
5. **Period for which the offer will remain open:**
 - (i) 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.
 - (ii) Quotations qualified by such vague and indefinite expressions such as ‘Subject to immediate acceptance’; ‘Subject to prior sale’ will not be considered.
6. **Opening of Tenders:** The firm shall be at liberty to be present or authorise a representative to be present at the opening of the tender at the time and date as specified in the schedule. 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 the techno-commercial offer will be opened on the day specified for opening.
7. **Right of Acceptance:** 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.
8. **Communication of Acceptance:** Acceptance of tender by the purchaser will be communicated by a telegram, express letter of acceptance/telex or a formal letter of ‘Acceptance of Tender’. In cases where acceptance is communicated by telegram or cases where acceptance is communicated by telegram or Express letter, the formal Acceptance of Tender will be forwarded to the firm as soon as possible but the instructions contained in the telegram /telex/FAX or Express letter should be acted upon immediately.
9. Items supplied are subject to inspection and acceptance and the supplier should collect/replace the rejected items at his cost and risk.
10. **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 will be levied.

11. **Registration: Registration is mandatory.** If the tendering firm is not registered with this Lab/Estt. or any other DRDO Lab/Estt, they are required to seek registration. For details please write to Director of (Lab/Estt). Vendors must complete registration formalities to become eligible for placing supply orders and future enquiries.
12. 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.
13. 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.
14. 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 shall be competent to take on the spot decisions.
15. Drawings/specifications sent along with this letter should be returned along with the firm's quotation or regret letter.
16. The firm may give any of their commercial term, if required in their techno-commercial offer only, and price quotation should contain only price.
17. **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.
18. 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.
19. Office stamps of tenderers must be affixed below their signatures.

(Signature of Tender issuing authority)
For Director
For & on behalf of the President of India

Tender Reference No :
Full Address :
Fax No. :
Tele No. :
Signature of Tenderer :
Name in Block Letters :
Office Stamp :
Station :
Date :

TECHNO-COMMERCIAL BID**PART IV**

1. Tender reference no:
2. Name of tenderer :
3. Due date & due time : _____ 4. Opening date & time: _____
5. The tender shall remain valid for acceptance for 90 days, from the date of tender opening.
6. Amount of EMD Rs _____, DD No. _____ dt _____
(Applicable only for unregistered vendors. Please refer Para 11,12 in Part III)
7. Schedule of Requirements:

Sl. No.	Description & nature of Supplies/services	Qty required	Place & dates on which delivery is to be made	Specifications (Attach additional sheets, drawings etc, if necessary)
---------	---	--------------	---	---

Note: List of free issue material provided by the Lab/Estt is attached as an appendix*

* **Delete if not necessary**

CONDITIONS FOR TECHNO-COMMERCIAL BIDS**TECHNICAL**

1. Give brief description of item/equipment/material with accessories. Items offered should conform to BIS (ISI) specifications or as explicitly stated. 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 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 required/not required.
(b) **Drawings**: Drawings supplied by this office are to be returned along with your tender.

COMMERCIAL

1. The normal payment terms are 90 % within 30 days after receipt, acceptance and satisfactory installation of stores/equipment in good condition or the date of receipt of the bill whichever is later. The 10% payment will be released after warranty/guarantee period. This can also be released on furnishing a bank guarantee for equivalent amount valid for the duration of such warranty/guarantee, wherever applicable.
2. Give details of installation and commissioning except price which will be only in price bid (if applicable).
3. Warranty/guarantee required is for ____ years. Indicate warranty/guarantee duration offered
4. Delivery desired is within ____ weeks/months. Specify your delivery period.
5. In case of delayed supplies, liquidated damages at the rate of 0.5 percent per week subject to a maximum of 5 percent will be levied.
6. This Organisation is exempted from payment of customs duty under notification No.____ and excise duty under notification No. _____. However, prices should be quoted indicating clearly Customs/Excise duties. If agreed, the necessary exemption certificate may be provided. This exemption is for the final product only.
7. **Delivery:** Free delivery at _____.
8. Mode of despatch: Rail/Road/Air/Sea
9. 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.
10. Please note clearly that faxed quotation is liable to be rejected.
11. The Contractor is liable to submit the Security Deposit of appropriate value, in the event of acceptance of his tender if applicable.

Note: Please cross the conditions not required and add any required for this enquiry.

(Signature of Tender issuing authority)
For Director
For & on behalf of the President of India

Tender Reference No :
 Fax /Telex No. : Tele No:
 Full Address :
 Station :
 Signature of Tenderer :
 Name in Block Letters :
 Date :
 Office Stamp :

PRICE BID**PART V**

1. Tender reference no:
2. Name of tenderer :
3. Due date & time : _____ 4. Opening date & time: _____
5. The tender shall remain valid for acceptance for 90 days, from the date of tender opening.
6. 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	Total cost
(i)	Brief description, basic price without duties if any, of complete equipment/item/material with all accessories.				
(ii)	Customs duty, if any				
(iii)	Excise duty, if any				
(iv)	Sales tax				
(v)	Installation and commissioning cost, if any				
(vi)	Training cost, if any				
(vii)	Total cost (in figures & words)				
(viii)	For octroi if applicable, necessary certificate will be issued.				
(ix)	Any other				

7. Separate list should be attached where required in the same format giving details of each item and cost. However, total cost mentioned at Sl No. 6(vii) 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 _____ and total value is also indicated in words.
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.

(Part V contd.)

5. In case spares/accessories are applicable, their list and price should be clearly indicated separately.
6. Price:
- (i) The prices quoted 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.
 - (ii) 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.
 - (iii) 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.
 - (iv) 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 proposed to employ must be described in the Schedule of Tender form. Contractors are at liberty to quote for additional alternative sizes and description of packs and these must be described in the Schedule to Tender.

8. Any other

Note: List of free issue material provided by the Lab/Estt is attached at appendix*

* Delete if not necessary

(Signature of Tender issuing authority)
For Director
For & on behalf of the President of India

Tender Reference No :
Fax/Telex No. :
Tele.No. :
Signature of Tenderer :
Name in Block Letters :
Full Address :
Station :
Date :
Office Stamp :

(Name of Lab/Estt)
TECHNO-COMMERCIAL COMPARATIVE STATEMENT OF TENDERS *
(To be attached with TEC report)

Supplies required by: (Group/Div)_____

Certified that all techno-commercial bids herein were called for, received and opened by a tender opening committee on _____ at _____ in accordance with the prescribed rules and the notice issued to tenderer.

Head MMG or rep _____

PART I-TECHNICAL

Item No.	Description & Own Specifications	Tender No. 1 Specifications	Tender No. 2 Specifications	Tender No. 3 Specifications	Tender No. 4 Specifications
1.					
2.					
3.					
4.					

*** For two bid cases only**

(PART II-COMMERCIAL)

Item No.	Description	Terms/Conditions *	Tender No. 1	Tender No. 2	Tender No. 3
		<ul style="list-style-type: none"> - Payment terms - Installation/commissioning - Guarantee/warranty - Delivery schedule - Transit insurance - CDE/EDE required - Post Warranty AMC - Any other 			

2.
* Whatever applicable.

-
- Note:
1. Please use extra sheets, if required
 2. Attach this with TEC report, which is approved by CFA/Director.
 3. Price bids to be opened by TPC/NC only after technical and commercial terms are standardised.

Members

1. _____ 2. _____ 3. _____ 4. _____

(_____)
Chairman, TEC

Place:
Date:

Approved/Not Approved

Director

(NAME OF LAB/ESTT)
PRICE BIDS - COMPARATIVE STATEMENT OF TENDERS

Supplies required by (Group/Div): _____

Certified that price bids of following technically acceptable offers were opened by TPC/NC on _____ at _____ in the presence of desiring vendors.

OR

Certified that following combined bids were opened by TPC/TOC as per rules on _____ at _____ in the presence of desiring vendors

Item No.	Description	Terms & Conditions	Tender No. 1	Tender No. 2	Tender No. 3
1.		Basic Price CST/State Tax CD/ED Installation Charges FOR/FOB Delivery Period Validity of Quotation Insurance AMC charges (if applicable) Any Other			
2.					

Note: Please use extra sheets as required

Prepared by _____

Head MMG or rep _____

Place:

Date:

PRICE BIDS - COMPARATIVE STATEMENT OF TENDERS
(For cases upto Rs 5 Lakh)

Decision/Remarks of the Recommending Officer

Decision/Remarks of the Approving Officer (CFA)

Contractor No.
Item No

Contractor No.
Item No.

Contractor No.
Item No

Contractor No.
Item No.

Contractor No.
Item No

Contractor No.
Item No.

Signature of Recommending Officer

Signature of Approving Officer (CFA)

TPC/NC INFORMATION

1. Name of the Establishment :
2. Date and venue of meeting :
3. Description of stores/equipment/services etc:
4. Quantity :
 - (a) Shelf Life of store/equipment
 - (b) Likely Consumption/Use Pattern
5. Estimated cost :
6. Warranty Period Required :
7. Purpose (For project, maintenance or build-up etc.)
 - (a) If for project :
 - (i) Name and No of the project
 - (ii) Probable date of completion
 - (iii) Total sanction of the project in Rs. _____, in FE _____.
 - (iv) Amount Spent so far _____ Amount Committed _____.
 - (b) If for build-up/maintenance: Confirmation of acceptance of necessity with reference No and date of SPC/EPC and likely availability of funds.
8. Mode of purchase: Open/Limited/Single with PAC/Single
9. Reasons if open tenders were not invited:
10. In case of single tender, give reference of CFA approval:
11. In case of proprietary purchase, has the certificate in prescribed form been signed by the Director and is available:
12. Dates on which
 - (a) Demand was placed
 - (b) Tenders were invited: Original: _____ Revised, if any: _____
 - (c) Tenders were due on: Original: _____ Revised, if any: _____
 - (d) Techno-commercial bids opened on: Original: _____ Revised, if any: _____
 - (e) Is it first Tender (if not give details):
13. No of firms from whom tenders were invited:
14. No of tenders received:
15. No of tenders rejected by TEC with reasons (enclose copy of TEC report):
16. No of tenders considered
17. Whether items similar to the one under procurement available in stores under this project or any other project? If available, reasons for not utilising the same?
18. (a) Broad Justification and purpose for which the item/equipment/facility is being purchased or created.
 - (b) If any material is to be supplied by Lab/Estt free of cost for certain facility or otherwise date up to which it is to be supplied.

19. Has a technical evaluation been made and if so, with what recommendation?
(Technical evaluation report, if any to be attached as Appendix)
20. Total cost of the items under procurement according to the user's estimation:
(Give the basis of users estimates of cost)
21. Rates paid for similar item/equipment/facility in the past, with ref. if any.
22. The previous source of supply, if any.
23. Involvement of Indian agents and agency commission payable for
Imported items (Please specify whether the agents are registered)
24. Total No. of firms and names of firms along with Regn. No of each firm,
(if any) and the firm(s) recommended for negotiation by TEC.

(
Head, MMG/Member Secretary)

- For use by Member** :
1. Highest Offer :
 2. Lowest Offer :
 3. Final Negotiated Price :
 4. Remarks :

By Registered Post

SUPPLY/PURCHASE ORDER (INDIAN SOURCE)

(Lab Supply Order No)

(Lab Address)

Date :

Telex No.: _____

Grams : _____

Ref No. : _____

To

M/s _____

Dear Sirs,

1. Please refer to your Quotation No. _____ dated _____
2. We have the pleasure to place an order on you for the following items which may be supplied to us in _____ lot/lots on or before _____

Sl. No.	Item description	Qty	Rate	Total value
---------	------------------	-----	------	-------------

Terms and conditions of supply are enclosed herewith.

3. Consignee: Director _____
4. Please acknowledge order acceptance in the enclosed form

Yours faithfully

()

For Director

For and on behalf of the President of India

Encls: As above

TERMS AND CONDITIONS FOR SUPPLY/PURCHASE ORDER

SO No _____ dated _____

1. **Order Acceptance:** Enclosed order acceptance form duly completed should reach this office within 15 days. Non-receipt of the same can lead to cancellation of this order.
2. **Supply of Material:** Lab/Estt will supply the required material (where applicable)
3. **Bank Guarantee:** All bank guarantees, if any, required should be from a scheduled bank only in the prescribed format as negotiated and mutually agreed to.
4. **Performance Bank Guarantee:** 10 percent of order value towards performance bank guarantee from a scheduled bank only in the prescribed format to cover warranty/ guarantee period is required/not required after the item has been accepted.
5. **Delivery Schedule:** The delivery is to be made within the stipulated delivery date. In case a delay is expected, firm's written request for extension must reach the Director at least one week before the delivery date. Director reserves the right to extend the delivery period with liquidated damages.
6. **Liquidated Damages:** Will be at the rate of 0.5 percent per week or part there of with a maximum of 5 percent of order value.
7. **Packing and Forwarding:** The equipment/stores ordered should be packed to withstand transportation hazards with clear safety and handling marking on all sides indicating order reference and consignee address as: Director, (Name of Lab/Estt).
8. **Delivery & Transit Insurance:** Free delivery at Lab/Estt/Specified Place. The supplier at his cost may do the transit insurance, if deemed necessary.
9. **Customs/Excise Duty Exemption Certificate, ST and Octroi Exemption forms:** These will be issued/not issued wherever necessary as agreed by TPC/NC after order acceptance and confirmation of readiness to despatch the material or your written request.
10. **Correspondence and Despatch Instructions:** All correspondence must indicate the order reference and any letter/telex/telegram received without this reference will only lead to inaction. Scheduled date of despatch to be intimated two weeks in advance. Stores despatched should be accompanied by delivery challan /packing slip etc. All documents confirming despatch (LR/RR/GC note) should be sent by registered post/ speed post/ courier ensuring delivery in time. Any demurrage or warehousing charges levied due to late/non-receipt of despatch information/ documents will be deducted from the final bill.
11. **Inspection and Acceptance:** Director or his authorised representative will subject the item(s) to inspection and reserves the right to accept/reject part or full consignment. Stores rejected will be collected or replaced (if agreed to by Lab/Estt) by the supplier at his own cost.

12. **Payment Terms:** The normal payment terms are 90% within 30 days after receipt, acceptance and satisfactory installation of stores/equipment in good condition or the date of receipt of the bill whichever is later. The 10% payment will be released after warranty/guarantee period, if any. This can also be released on furnishing a bank guarantee for equivalent amount in the prescribed format valid for the duration of such warranty/guarantee, wherever applicable.
- i) Any other terms of payment as recommended by TPC/PNC and agreed to by the competent authority.
13. **Submission of Bills:** Contractor's bills in the enclosed form (in duplicate) duly completed to be submitted along with the following documents/information as applicable.
- A. Invoice/Delivery challan
 - B. Sales tax/central sales tax certificate
 - C. Surcharge certificate if any
 - D. Income tax Account No. if any
 - E. Any other
14. **Order Validity and Amendments:** This order is valid only within the stipulated delivery date of supply. Director, (Lab/Estt) at his discretion may short close/amend or cancel this order with or without assigning any reasons at any time during or beyond order validity date.
15. Jurisdiction: (to be decided by concerned Lab/Estt.)
16. **Arbitration:** In the event of any question, dispute or difference arising under this contract/order or interpretation of the terms of, or in connection with this contract/order (except as to any matters the decision of which is specially provided for in this contract/order) the same shall be referred to the sole arbitration of the Chief Controller of Research & Development (CCR&D) DRDO or of some other person appointed by him. Each of the parties hereby specifically waives his right to raise any objection that the Arbitrator so appointed is a Government Servant. The award of the Arbitrator shall be final and binding on the parties to this contract.
- * The above mentioned clauses may be modified suitably for specific cases. Any other clause(s) may be added or deleted, if required.

M/s _____

To
Director

ORDER ACCEPTANCE

Dear Sir,

Please refer to your Supply Order No _____ dated _____ for supply/service of _____

2. We hereby accept the supply/service order with the terms and conditions given therein/ attached thereto.

Date:

Yours Sincerely

Signature

(_____)

Name

Company Seal

FE FORECAST

For _____ (Lab name)

(in lakh Rs)

< 5 lakh > 5 lakh Commitment

Total FE allocated in previous financial year	_____	_____	_____
FE released in previous financial year	_____	_____	_____
FE cash outgo in previous financial year	_____	_____	_____
FE released in previous year on commitment	_____	_____	_____

Financial year _____ (Forecast estimates on cash outgo)

Quarter	I	II	III	IV	Total
---------	---	----	-----	----	-------

Up to Rs 5 lakh

> Rs 5 lakh

Total

The FE requirement proposal should be duly supported by justification on the following lines:

Build up & Maintenance Items

Item	Approx. FE cost	LPR, if any	Likely Source	Justification
------	-----------------	-------------	---------------	---------------

Project Items

Project Code	FE Sanctioned	FE Utilised	FE required this year
--------------	---------------	-------------	-----------------------

Signature of Head MMG/Budget

(Name of the Lab/Estt)
**PROFORMA FOR RELEASE OF FOREIGN EXCHANGE IN
RESPECT OF PROJECT/MAINTENANCE/BUILD-UP
(For proposals below Rs. 25 lakh)**

1. Brief description of the item to be imported
(To be supported with detailed specifications).
2. (a) Indicate whether item required against
Project/Maintenance/Build-up

(b) Whether projected in forecast budget Yes/No
If so, give reference. If not, the reasons thereof
3. (a) Name of the project & authority sanctioning
the project

(b) Foreign Exchange component of the project

(c) Amount of FE already committed in the project

(d) PDC of the project
4. Foreign Exchange required in Foreign Currency

(a) FCA/FOB cost

(b) Exchange rate used.

(c) CIF/CIP cost

(d) Cost of installation & commissioning, if any

(e) Cost of training, if any

(i) In India (supported with details)

(ii) In foreign country (supported with details)

(f) Country of import and address of firm
5. Details of other technically suitable offers received
including indigenous offers (wholly or partially indigenous)

Name of the firm	Country of import	Total cost	FE required
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

6. (a) Which offer is proposed/recommended for acceptance by the Lab/Estt or TPC/PNC (It should be the lowest technically acceptable offer.

(b) Likely delivery date of the item.

(c) Payment terms and when does the payment become due if order is placed within one month.
 - (i) Amount
 - (ii) Due on month & year
7. Indicate the category under which the import falls. (Capital equipment/component/spares/raw materials/consumables)
8. Is the item Proprietary ? If so
 - (a) Whether PAC duly signed by Director of the Lab/Estt has been enclosed ?
 - (b) Whether the price quoted by firm is reasonable as compared with the estimated price of the Lab.
9. What is the validity of the quotation? (Date format)
10. Does the firm have any Indian representative?
If 'Yes'; Indicate name & address of the firm.

CERTIFICATE

It is certified that the expenditure on this proposal will be met from the allocation available in Lab/Estt for the year in which the expenditure is to be incurred.

Date.

Signature (Head of Division)

()
Signature of Head MMG/Budget

Signature

DIRECTOR

Release of expenditure committed has been noted

()
Head/Budget

(Name of the Lab/Estt)
**PROFORMA FOR RELEASE OF FOREIGN EXCHANGE IN
RESPECT OF PROJECT/MAINTENANCE/BUILD-UP
(For proposals above Rs. 25 lakh)**

1. Brief description of the item to be imported
(To be supported with detailed specifications).
2. (a) Indicate whether item required against
project/maintenance/build-up

(b) Whether projected in forecast budget estimates. Yes/No
If so, give reference.

(c) Whether the item is already available with the Lab/Estt
or any sister Lab/Estt at the same station.
3. (a) Name of the project & authority sanctioning
the project

(b) Foreign Exchange component of the project

(c) Amount FE already committed in the project

(d) PDC of the project
4. Foreign Exchange required in Foreign Currency

(a) FCA/FOB cost

(b) Exchange rate used.

(c) CIF/CIP cost

(d) Cost of installation & commissioning, if any

(e) Cost of training, if any
(i) In India (supported with details)
(ii) In foreign country (supported with details)

(f) Country of import and address of firm
5. Details of other technically suitable offers received
including indigenous offer (wholly or partially indigenous)

Name of the firm	Country of import	Total cost	FE required
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- 6 (a) Which offer is proposed/recommended for acceptance by the Lab or TPC/NC It should be the lowest technically acceptable offer.
 - (b) Likely delivery date of the item.
 - (c) Payment terms and when does the payment become due if order is placed within one month.
 - (i) Amount
 - (ii) Due on month & year
 - (d) Is the payment to be made in different stages, if yes
 - (i) Amount of FE released earlier with reference
 - (ii) Fe required at this stage
 - (iii) Balance FE when due and date
7. Indicate the category under which the import falls.
(Capital equipment/component/spares/
raw materials/consumables)
8. Is the item Proprietary? If so
 - (a) Whether PAC duly signed by Director of the Lab/Estt has been enclosed ?
 - (b) Whether the price quoted by firm is reasonable as compared with the estimated price of the Lab/Estt?
9. What is the validity of the quotation? (Date format)
10. Does the firm have any Indian representative?
If 'Yes'; indicate name & address of the firm.
11. Facility and Manpower (For capital equipment)
 - (a) Is any additional manpower/training required to operate and maintain the equipment? If so, indicate details.
 - (b) If answer to (a) is yes how do you propose to utilise the equipment/machine in view of present ban on the creation of the posts ?
 - (c) Does the proposal necessitate Civil works?
 - (d) If answer to (c) is yes, indicate whether civil works are minor/major, approx. cost thereof and the expected time of its completion.
12. Can the equipment be installed/commissioned and put into use within 2-3 months of its receipt ? If not, Why?

CERTIFICATE

It is certified that the expenditure on this proposal will be met from the allocation available in Lab/Estt for the year in which the expenditure is to be incurred.

Date.

Signature (Head of Division)

Signature of Head MMG/Budget

Signature

DIRECTOR

Release of expenditure committed has been noted.

()
Head/Budget

**CHECK-LIST FOR SCRUTINY OF FE PROPOSALS
(Within delegated powers at Lab/Estt/Programme)**

Lab/Estt/Programme _____

1. Description of item
2. Name of the supplier
3. Mode of tender (S/L/O/P)
4. Category Build-Up/Maintenance/Project
5. Country
6. Quotation No. & date
7. Validity (date format)
8. Expected delivery date (date format)
9. Currency
10. FCA/FOB cost (FE)
11. CIF/CIP cost (FE)
12. Exchange rate
13. CIF/CIP cost (rupee equivalent)
14. Special terms/conditions (if any)

Certified that rupee backing is likely to be available to meet this expenditure and this likely committed expenditure has been noted.

MM/FE/BudgetGroup

The proposal has been duly checked and found in order:

FE Section
MM Group

**CHECK-LIST FOR SCRUTINY OF FE PROPOSALS
(For DMM, DRDO HQRS)**

Lab/Estt/Programme _____

1. Description of item
2. Name of the supplier
3. Mode of tender (S/L/O/P)
4. Category Build-Up/Maintenance/Project
5. Country
6. Quotation No. & date
7. Validity (date format)
8. Expected delivery date (date format)
9. Currency
10. FCA/FOB cost (FE)
11. CIF/CIP cost (FE)
12. Exchange rate
13. CIF/CIP cost (rupee equivalent)
14. Special terms/conditions (if, any)

Certified that rupee backing is likely to be available to meet this expenditure and this likely committed expenditure has been noted.

Head, MM/FE/Budget Group

The proposal has been duly checked and found in order.

FE Group
DMM, DRDO HQrs

**By Air Mail/Registered
FOREIGN SUPPLY/PURCHASE ORDER**

Grams : Government of India
 Phone : Ministry of Defence
 Fax : R & D Organisation
 Telex : (Name of Lab/Estt)
 PO/SO No : Date :

1. (a) Name and address of the contractor/Supplier :
 (b) Name of manufacturer :
 (c) Country of origin :
 (d) Contractor's quotation number & date :
2. Name of the purchaser : President of India
3. Name & address of the indenter/ultimate consignee : Director (name of Lab/Estt, with complete address)
4. Intermediate consignee/port consignee : Consolidator and address
5. We have received your above mentioned quotation/proforma invoice and thank you for the same. We are pleased to place an order on you for supply of the following items, as per terms and conditions given in succeeding paras. On receipt of our purchase order please forward your order acceptance on the enclosed form (DRDO.MM 24).

Sl. No.	Description of item	Qty	Rate	Value
---------	---------------------	-----	------	-------

6. **Packing and markings:** To be securely packed and marked on two opposite sides and on top with all information as given below:

Indenter/ultimate Consignee	Gross weight in kg	Port consignee/ intermediate consignee
--------------------------------	-----------------------	---

Director
(Name of Lab/Estt)

7. **Terms & conditions**

- (a) Date of delivery
- (b) Place of delivery
- (c) Terms of delivery

8. Import license required under OGL scheme: Yes/No

9. **Mode of Payment:** Letter of Credit/Sight Draft/Tele-transfer.

10. **Payment:** 100 percent net FOB/FCA value may be drawn through State Bank of India, _____ on presentation of:

- a) Commercial Invoice,
- b) Airway bill,
- c) Packing list,
- d) Manufacturer's Guarantee/Warranty certificate and
- e) Performance BG of 10 % value for the warranty period wherever applicable,
- f) Country of Origin certificate,
- g) Material Test Certificate (if applicable),
- h) Certificate confirming that the shipping documents etc., have been dispatched in accordance with clause 13(b) to _____. India.

All original documents to be submitted to the Bank should be signed by the authorised signatory.

11. **Bank Charges:** All banking charges payable in India are to buyer's account and bank charges in seller's country to seller's account.

12. **Inspection and Acceptance:** The stores supplied under this order will be subject to approval by us after inspection, and if any discrepancy is noticed in quantity or in specifications as quoted by you the same will be made good at your risk and expense and delivered by you up to destination.

13. **Special Instructions:**

- (a) Price : Prices are firm and final
- (b) Shipment : By Air through the consolidation services of

whose House Air Way Bill only is acceptable. Shipment will be preferably through Air India under freight to pay basis at destination in Indian rupees. Payment will be made by freight forwarders _____. The following documents required for clearance at Indian airport should be sent to the freight forwarders, i.e., all copies of Invoice, Airway bill, Packing list, Manufacturer's technical literature/catalogue.

(c) Despatch details with airway bill number should be intimated to (consolidator), and also to the Director, (Lab/Estt) _____ India by telex/fax.

(d) The supply against this order shall invariably be made, without mixing up with the supplies against other orders, if any, finalised on you by this Laboratory/Establishment.

- (e) Partial shipments are permitted/not permitted.
- (f) Our order number and date in full should be quoted in all your future correspondence.
- (g) **Insurance:** The buyer will obtain Insurance coverage if necessary.
- (h) The manufacturer's warranty against faulty workmanship of the equipment will be for a period of 12 months from the date of receipt of stores in (Lab/Estt) or 18 months from the date of shipment whichever is earlier.
- (j) **Disputes:** In the event of any dispute arising out of contractual obligations, the order being finalised at New Delhi, India will be subject to Indian laws and falls under the jurisdiction of the court of law at New Delhi, India. The overseas suppliers hereafter referred to as 'Vendor' shall therefore, abide by the verdict of court of law at New Delhi, India as may occur.

- OR -

*All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrator appointed in accordance with the said Rules **in India.***

- 14. **SECURITY:** Any information/material/document supplied in connection with this order has to be treated as confidential. All your employees should also be bound by this clause.
- 15. **PENALTY FOR USE OF UNDUE INFLUENCE**

The Seller undertakes that he has not given, offered or promised to be given, 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 for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other Contract with the Government. Any breach of the aforesaid undertaking by the Seller or any one 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, 1947 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 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 has been committed shall be final and binding on the Seller.

Giving or offering any gift, bribe or inducement or any attempt to 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 the decision of the Buyer, directly or indirectly or any attempt 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.

16. ACCESS TO THE BOOKS OF ACCOUNTS

In case it is found to the satisfaction of the Buyer that the Seller has used undue influence to obtain the contract as described in clause relating to penalty for use of undue influence, the Seller, on a specific request of the Buyer shall provide necessary information/inspection of the relevant financial document/information.

17. Full address, telex, fax number of freight forwarders:

18 Acceptance of Supply/Purchase Order: It shall be made in the enclosed format by registered/speed post, in the enclosed format within 15 days from the date of issue of this letter.

Note: Lab/Estt will modify/delete/add any clause as recommended by TPC/PNC and approved by CFA.

For Director
For & On behalf of President of India

Copy to:

1. JCDA (R & D)
2. Consolidation Agent
3.
4.

M/S _____

To
Director
Lab/Estt/Unit

ACKNOWLEDGEMENT FOR FOREIGN SUPPLY/PURCHASE ORDER

Dear Sir

1. Please refer to your Supply/Purchase Order No. _____
Date _____ for supply/service of _____

(a)

(b)

(c)

2. I hereby acknowledge and accept the above purchase order and agree to supply the above mentioned items as per the terms and conditions given in the supply/purchase order.

Signature

Date:

For M/S _____

Seal of the firm

Copy to:

1. JCDA (R & D)
2. Consolidation Agent

OPENING OF LETTER OF CREDIT /SIGHT DRAFT

Phone : _____ No.
 Telex : _____ Government of India
 Gram : _____ R&D Organisation
 _____ Name of the Lab/Estt
 _____ Date:

To

The Manager
 State Bank of India
 Foreign Exchange Division

Sub: OPENING OF LETTER OF CREDIT

Dear Sir,

I am directed to state that in accordance with Article/Condition No.....of the contract/Supply Order No. _____ dated _____ a copy of which is enclosed in duplicate, you are requested to kindly open an irrevocable letter of credit by Air Mail with State Bank of India _____ (Name and address of the foreign branch) in favour of the beneficiary M/s _____ through _____ (Name and address of the supplier's bank) for _____ (Currency and amount in figures and words).

2. JCDA/DCDA/ACDA/AO(R&D) is also being requested to issue necessary authorisation letter to you for this purpose.
3. Adequate funds are/will be available in the current/next year's budget and will be arranged before the payment becomes due.
4. The F.E amounting to Rs _____ has been released on cash outgo/commitment basis by the competent authority, as intimated vide letter no. _____ dt. _____ and this amount has also been noted by JCDA(R&D)/DFA(R&D) vide U.O. No _____ under Code No.
5. The terms and conditions of the Letter of Credit would be as follows:
 - a) Nature of LC : Irrevocable and divisible
(Part shipment allowed/not allowed)
 - b) Short description of goods/
consignment :
 - c) Validity : _____ days
 - d) Place of despatch : FOB/FCA _____
(Port/Air port of despatch)
 - e) Port/Airport of landing in India :
 - f) Landing Officer : Embarkation HQrs _____
(if Embarkation HQrs is involved)

- g) Consignee: Director _____
(Name & address of the Lab/Estt)
- h) Airlift should be made through the consolidation services of _____
whose HAWB/AWB will only be acceptable for negotiation or payment
- j) The LC is to be negotiated against the following documents
- (i) Original, Clear Bill of Lading/airway Bill. Bill of lading/airway Bill must show that the goods have been shipped/air freighted with freight pre-paid/to pay _____ Copies
- (ii) Signed invoices: _____ Copies
- (iii) Certificate of origin: _____ Copies
- (iv) Certificate of inspection*: _____ Copies
- (v) _____ Copies
- (vi) _____ Copies
- (vii) _____ Copies
6. You are requested to forward the documents immediately after negotiation to this office under advice to JCDA/DCDA (R&D)
7. All Bank expenses inside India are to be borne by the buyers and outside India are to be borne by the beneficiary.
8. The following documents are enclosed:
- (a) Application and Guarantee for Letter of Credit on Form No. 2
- (b) Copies of Supply order/Acceptance tender No.
- (c) Form A1 for direct remittance (if applicable)
- (d) Copy of F.E release.
- (e) Terms & Conditions of LC
1. The expenditure is debitable to Major Head 2076, Minor Head Local Purchase of Stores (_____).

Yours faithfully,

Encl: As above

For Director

Copy to :

- i) DCDA/JCDA (R&D)

It is requested that an authorisation letter may please be sent to the SBI to open a letter of credit or effect direct remittance to the foreign party under intimation to this office.

- ii) Reserve Bank of India for information & further action please.

(To be stamped as an agreement in accordance with the Stamp Act in force in the province in which the document is executed. Not to be attested)

APPLICATION & GUARANTEE FOR LETTER OF CREDIT ON FORM NO.2

To,

The Branch Manager
State Bank of India,
Foreign Exchange Division

Dear Sir,

I/We request you to establish a Letter of Credit as under with your Branch/ Correspondent in _____ for my/our account by Airmail/Full text/ Cable as follows:

To

IRREVOCABLE LETTER OF CREDIT NO _____

Dear Sir,

You are hereby authorised to draw on _____ for a sum not exceeding CIF/FOB/FCA(say _____) available by your drafts on them at sight _____ days from date of AWB/B/L drawn for _____ % of the invoice value and accompanied by:

1. Complete set of Clean on Board Bill of Lading/Airway bill to order and blank endorsed. Bill of Lading/Airway Bill must show that goods have been shipped/Air freight paid/to pay. It shall incorporate letter of Credit No _____
2. Insurance Policies or Certificates in duplicate covering Marine and War Risks, also Riots, Strikes. Civil Commotion and Malicious damage for the C.I.F. value plus%.

OR

Insurance Policies or Certificates in duplicate covering Marine Air Insurance as per institute Cargo Clauses (F.P.A/W.A./All Risks*) and perils as per Institute Strikes, Riots and Civil Commotion Clauses. War Risks as per Institute Clauses, Cover for C.I.F. value plus.....%.

3. Signed invoices in _____(copies).
4. Certificate showing goods to be of _____ (name of country) origin issued by a Chamber of Commerce.
5. Packing list.
6. Test certificate/inspection certificate dated _____ and issued by _____ specifying date content, wording etc.
7. Shipping Specifications evidencing shipment of _____
_____ from _____ to _____.
8. _____

All documents must bear this LC No _____ and date evidencing shipment/despatch of _____ from _____ to _____. Partial shipment/despatch permitted/prohibited.

Transshipment permitted/prohibited.

CREDIT EXPIRY DATE: This credit is irrevocably valid in _____ (name of country) until _____. All bank charges outside India are for beneficiary's account.

Import Licence No. _____ Date _____ Amount to be marked
O.G.L. Item No. _____ Appendix _____ List No. _____ Part No.
_____ of Import & Export Policy.

Drafts* drawn under this credit are to bear the following clause Drawn under State Bank of India, _____ Credit No _____
_____ Dated _____

Purchasers have to note the amount of the drafts separately on the back hereof.

Drafts drawn under this Letter of Credit are negotiable by the State Bank of India
_____ only.

We hereby guarantee to protect the drawers/endorsers and bonafide holders from any consequences which may arise in the event of the non-acceptance or non-payment of drafts drawn in accordance with the terms of this credit In consideration of your opening a Letter of Credit as above. I/We hereby undertake to accept and pay in due course all drafts drawn within the terms thereof and/or to take up and pay for all documents negotiated thereunder on presentation, and in default of my/our so doing you may sell the goods before or after arrival and I/We undertake to reimburse you for any shortfall that may occur and I/We hereby further undertake forthwith on demand made by you in writing to deposit with you such sum or security or further sum of security as you may from time to time specify as security for the due fulfillment of our obligations hereunder and any security so deposited with you may be sold by you on your giving reasonable notice of sale to us and the said sum or the proceeds of sale of the security may be appropriated by you in or towards satisfaction of our said obligations and any liability arising out of the non-fulfillment thereof.

You have a lien on all goods, documents and policies and proceeds thereof for any obligations or liabilities present or further incurred by you under or arising out of this credit.

*I/We approve of the negotiation of drafts drawn under this credit being confined to your branches.

The related shipping documents have to be surrendered to me/us against payment.

The transmission of instructions under the above credit and the forwarding of documents are entirely at my/our risk. You are not to incur any liability beyond seeing that the drafts and documents purport to comply with the terms and conditions of this credit.

This credit is issued subject to the uniform customs and practices for documentary credits (1993 revision) International Chamber of Commerce Publication No. 500.

1. The drawing under L/C is (not to exceed the aggregate sum of _____& the invoice will not be made for a value exceeding the draft amount. The FOB/C&F/C&I/CIF/FAS value of the invoice after deduction of agents commission/rebate, if any must not exceed the L/C amount.
2. The transport document which is produced by reprographic system or as a result of automated or computerised systems or a carbon copy will not be accepted as an original document even if it is marked as original or appears to have been authenticated.
3. The transport document:
 - a) Must contain all the conditions of carriage on the original document
 - b) Must not indicate the place of final destination as being different from the port of discharge.
 - c) Must not contain the indication "intended" or similar qualification in relation the vessel or other means of transport of loading or port of discharge.
 - d) Must be issued by the carrier or his agent and not by any freight forwarder.
 - e) Must not contain a provision that goods may be carried on deck.
 - f) Bearing reference by stamp or otherwise to costs additional to the freight charges are not acceptable.
 - g) Short form or blank backs are not acceptable.
 - h) Bearing a date of issuance prior to that of the credit is not acceptable.
4. Negotiation under reserve on account of discrepancy (ies) not permitted without opening Banks approval.

In-case of non payments of the bill (s) ; the bank has the right to crystallise our foreign currency liability into Indian Rupee on the 10th day of receipt of documents payable on demand or due date of issuance draft/bill (as the may be) at the Banks prevailing bill selling rate and to charge interest at prescribed penal rate(s).

If at any time and from time to time hereafter and at our request, you will have to enhance the amount of the Letter of Credit or amend any of the terms thereof (including extension of the validity of the credit for shipment and or negotiation of documents), then notwithstanding the amount and the terms specified in this application, our guarantee shall cover and be deemed to cover the entire amount of the enhanced Letter of Credit issued by you and any other amendments effected thereto and our liability will be for the entire amount of Letter of Credit so enhanced and/or amended at our request. We shall continue to be bound by all other terms and conditions of the Application and Guarantee, notwithstanding such enhancement or amendment from time to time as you may take at our request, in the value and the terms of the Letter of Credit.

N.B.: All alterations and additions to this Letter of Request are to be initiated by the applicant

*** Delete as necessary on both application form and credit form.**

Place

Signature of applicant

under official seal

Date

Counter Signed

Accounts Officer
CDA(R&D)

FORM A 1
(For Import Payment Only)

Amount remitted _____
Serial No. _____
(For use of Reserve Bank of India)
A.D.Code No. _____

Application for Remittance in Foreign Currency

Equivalent to Rupees _____ Form No. _____
(To be completed by authorised dealer) (To be filled by authorised dealer)

I/We wish to purchase _____
(Name of Currency) (Amount in words)
through _____ State Bank of India _____
(Name and Address of the beneficiary of the remittance)
for payment to imports into India, detailed below :

Details of goods imported or to be imported into India

Section A: Import Licence/Open General Licence particulars

OGL _____

Number Part		Schedule					Serial Number					
Import Licence		Date of Issue					Date of Expiry					
Prefixes	Licence No.	Suffixes					Date	Month	Year	Date	Month	Year
1	2	1	2	3	4	5						

Face value of licence	Amount to be endorsed (in Rs)@	Balance outstanding on the licence after the remittance
-----------------------	--------------------------------	---

@ Actual amount endorsed in rupees against each licence involved should be stated under this column.

Note: If more than one licence is involved, particulars of all licenses should be furnished. If the space is inadequate a separate statement may be attached. The amount utilised against each licence should invariably be indicated.

Section B: Import Particulars

Invoice details				Quantity of goods	Description of goods
No. and Date	Terms (CIF, FOB, C&F etc)	Currency	Amount		

BTN classification	Country of origin of goods	Country from which goods are consigned	Mode of shipment (air, sea post, rail, river transport etc.)	Date of shipment (if not known approximate date)

Section C : Other particulars

1. Details of forward purchase contract, if any _____

(No. & date of contract booked against the import)	(Currency and amount of contract)	(Balance under contract)

2. If remittance to be made is less than invoice, value reasons therefore (i.e., part remittance, installment etc.) _____

I/We hereby declare that the statements made by me/us on this form are true and that I/We have not applied for an authorisation through any other bank.

I/We declare and also understand, that the foreign exchange to-be-acquired by me/us pursuant to this application shall be used by me/us only for the purpose for which it is acquired and that the condition subject to which the exchange is granted will be complied with.

Name of Applicant(s) _____ Nationality of Applicant(s) _____
Address of Applicant(s) _____

Date _____

Signature of Applicant(s)

Note: For remittances covering intermediary trade, Form A2 should be used.

Declaration to be furnished by Applicant(s)

I/We declare that

- (a) the goods to which this application relates have been/will be* imported into India on my our/account *
- (b) the import is on behalf of @ _____ *
- (c) the invoice value of the goods which is declared on this form is the real value of the goods imported* into India/to be imported.

If the import has been made, I/We attach the relative Custom Exchange Control copy of Bill of Entry*/post parcel wrapper (for imports by post)*
or

If the import is to be made, I/We undertake to produce within three months to the authorised dealer the relative Custom stamped Exchange Country copy of Bill of Entry*/ Post parcel wrapper (for import by post)*

* Strike out item not applicable.

@ Where the import is on behalf of Central/State Government or a company owned by Central/State Government/Statutory Corporation/Local Body, etc. the name of the Government Department, Corporation etc. should be stated.

Date _____

Signature of Applicant(s)

Space for comments of the authorised dealer while forwarding the application to the Reserve Bank of India for approval (Reference to Exchange Control Manual Paragraph A.D. circular in terms of which the reference is made should invariably be cited. If any remittance application on account of the same import was referred to the Reserve Bank earlier, reference to the last correspondence/approval should also be cited).

For State Bank of India

Date _____ (Stamp and Signature of Authorised dealer)
(Name of the Bank dealing)

Certificate to be furnished by Authorised Dealer (Importer's Bank)

We hereby certify that (a) this payment is: Put a tick () in the relevant block.

- (i) an advance remittance.
- (ii) in retirement of bills under the Credit opened through us.
- (iii) against documents received through our medium for collection.
- (iv) on account of documents received direct by the applicant(s) against undertaking furnished by the letter to submit Customs stamped Exchange Control copy of Bill of Entry/post parcel wrapper within three months.
- (v) On account of documents received direct by the applicant(s) against Customs-stamped Exchange Control copy of Bill of Entry post parcel wrapper (attached) submitted by letter.
- (vi) _____
(Any other case to be explained)

(b) all the exchange control regulations to the remittance have been complied with

(c) the payment to the suppliers of the goods has been/will be made through

(Name and address of the foreign bank)

We also certify/undertake that the relevant Customs-stamped Exchange Control copy of Bill of Entry or post parcel wrapper

- * shall be verified by us within three months (vide certificate a (ii) and (iii) above
- * has been verified (vide certificate a (v) above
- * shall be obtained from the applicant(s) and forwarded to the Reserve Bank within three months (vide certificate a(i) and (vi) above

For State Bank of India

* strike out item not applicable

Foreign Exchange Division

Date _____ (Stamp and Signature of Authorised dealer)

BANK GUARANTEE BOND AGAINST ADVANCE PAYMENT

(To be executed by the State Bank of India or any other scheduled Bank recommended by Reserve Bank of India on non-judicial stamp paper)

To

The President of India

Through the Director,
(Lab/Estt Name)
(Address)

Dear Sir/Madam,

Sub: Contract No. _____ dated _____

for _____

between-----&-----
(DRDO Labs/Estts) (Firm/Vendor)

1. You, on behalf of President of India, have entered into a contract No. as given above with _____ (herein after referred to as the company/contractor) for the procurement/development, fabrication and supply of _____ (herein after referred to as stores) for the price and on the terms and conditions contained in the said agreement.

2. In accordance with the terms of said contract you have agreed to make an advance payment of Rs _____ (Rupees _____ only) being _____ % of the total value of the said stores to be supplied to you, the contract on the contractor furnishing you with an acceptable Bank Guarantee to be valid till the date of acceptance of the said stores by you as " Fit for users trials". For this purpose you have agreed to accept our guarantee.

3. We.....(indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) ' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount to an amount not exceeding Rs.....

4. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge or our liability for payment there under and the contract(s)/supplier(s) shall have no claim against us for making such payment.

5. We(indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied discharged or tilloffice/.....Department/Ministry ofcertifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all liability under this guarantee thereafter.

6. We,.....(indicate the name of the bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or' extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) /Supplier(s).

8. We,.....(indicate the name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

9. Dated theday ofof(indicate the name of the Bank).....

10. Payment by us to you will be made within thirty- (30) days from receipt of your written request making reference to this guarantee and on demand.

Date:
Sd.....

Place: Bankers

Seal of the Bank

Witness:
1.
2.

INDEMNITY BOND IN LIEU OF BANK GUARANTEE FOR ADVANCE PAYMENT

To
The President of India
through Director -----

Whereas We, M/s _____ have entered into a contract with you in accordance with the terms and conditions of the Agreement No. _____ (hereinafter referred to as “ the said Contract”)

Whereas, under the said contract you have agreed to make certain advance payment to us on our furnishing an indemnity Bond.

We, M/s _____ hereby undertake as follows:

1. In consideration of your agreeing to pay the advance payment in accordance with the said contract on our furnishing indemnity Bond, we hereby undertake to indemnify you and keep you indemnified from time to time to the extent of Rs. _____ being the _____ % of the contract value _____ as advance payment granted to us in accordance with said contract against any loss or damage caused to or suffered by you by reason of a any breach or breaches on our part of any of the terms and conditions contained in the said contract and in the event we shall make any default or defaults in carrying out any of the works under the said contract, we shall forthwith on demand pay to you such sum of Rs _____ as may be claimed by you as your losses and damages, costs, charges or expenses by reason of such default or defaults on our part.
2. Notwithstanding anything to the contrary in these presents or in the said contract your decision as to whether we have made any default or faults or committed any breach of the contract or the amount or amounts to which you are entitled by reasons thereof will be binding on us for the purposes of this indemnity and we will pay the same on demand without demur. This will be without prejudice to your other rights under the contract and/or this indemnity.
3. The indemnity shall continue and hold good until the receipt of the equipment at site when the indemnity bond shall get progressively reduce and finally on completion of supplies, automatically cease to continue and the same shall be released to us.
4. You shall have the fullest liberty from time to time to enforce or forebear to enforce any of the terms and condition of the said contract and we shall not be released from our liability under this indemnity by the exercise of your liberty with reference to the matter aforesaid or by reason of any time being given to us or any forbearer act of omission on your part or any indulgence by you to us or by any variations or modifications of the said contract or any other act, matter or thing whatsoever on your part.

5. This indemnity bond and the powers and provisions herein contained are in addition to and not by way of limitation or substitute for any other guarantees, indemnities hereto before given to you by us and this indemnity does not revoke or limit such indemnities or guarantees.

Yours faithfully,

()
Name and Seal of Contractor

Witness :

1.

2.

RATE CONTRACT BETWEEN LAB/ESTT, MINISTRY OF DEFENCE AND VENDOR

(Name of the Firm)

Rate Contract No. _____

Date _____

This Rate Contract is entered into between the President of India through The Director, _____ Ministry of Defence, hereinafter called Govt. and M/S _____ hereinafter called Contractor, for supply of _____ to _____. The contract has been concluded as per the following Annexures:

- i) Annexure – A - Scope of Contract
- ii) Annexure – B - Terms and Conditions of Contract
- iii) Annexure – C - Agreed Specifications, Rates and Price List of Contractor
- iv) Annexure –D - Addresses of the Corporate and Regional offices of the Contractor
(Applicable for this Contract only)
- v) Annexure – E - Addresses of DRDO Labs/Estts (Applicable for this contract only)

The contract will be operative for all supply orders placed w.e.f _____ and will be valid upto _____.

Authorised Signatory
For and on behalf of
M/s (Name of the firm)

DIRECTOR
for and on behalf of
President of India

SCOPE OF CONTRACT

Contractor's Address

Contractor's Quotation Reference:

Quotation Ref. _____ dated _____

- a) For this contract, Government will include any DRDO Lab/Estt as given in Annexure-E. DRDO reserves the right to add/delete any of its units in Annexure-E during the currency of the contract.
- b) The Contractor or their authorised regional offices as given in Annexure-D will be termed as Contractor within the scope of this contract.
- c) The Lab/Estt will place order on Contractor or their authorised regional offices of their requirements on agreed terms and conditions as per Annexure - B and agreed rates as per Annexure-C.
- d) The Contractor will make all efforts to supply the items immediately but not later than ____ days from receipt of order. In case of remote stations, the time limit however, will be 30 days.
- e) The Contractor will submit their bills duly stamped and pre-receipted for payment in duplicate along with invoice, Sales Tax/Central Sales Tax proforma duly filled to the Director of the Lab/Estt for payment.
- f) The Lab/Estt will make all efforts for payment within 30 days after the receipt of the paper as per specifications, acceptance of items and submission of bills along with the necessary documents whichever is later.
- g) Payments will be made by crossed cheque in the name of contractor according to the bill. The contractor is advised to furnish their banker's details and account number to avoid erroneous credit.
- h) All items must have a (minimum specify) period of shelf life from the date of supply, wherever applicable.
- i) Part supply will be avoided unless specifically agreed to.
- j) The Govt. reserves its right
 - i) To enter into parallel rate contracts, simultaneously or at any time during the period of the rate contract with one or more contractors.
 - ii) To place ad-hoc contract or contracts simultaneously or at any time during the period of the rate contract with one or more tenderers.
 - iii) To terminate the contract by giving one month's notice in writing.
- k) Delivery should be on any working day between ____ hrs and ____ hrs only.
- l) Normally delivery should be in Material Management group and not to the user groups or as directed by the Director of the Lab/Estt.

Note: **Please modify the scope as per required scope.**

TERMS AND CONDITIONS *

1. Period of Contract

The contract is for one year with an option to extend for second year on the mutually agreed terms and conditions subject to satisfactory and timely supply to DRDO Labs/Estts.

2. Contract Effective Date (CED)

The contract is effective from (date)

3. Termination of Contract

The contract is terminable by giving one month notice on either side but not earlier than six months from CED and the contractor will not be entitled for any compensation by reasons of such termination.

4. Volume of Supply

No guarantee can be given for any definite volume of supply, which will be offered to the contractor. Refusal or inability to handle any supply order from any Labs/Estts shall be deemed to be a breach of the contract. In the event of such breach, the Govt. reserves the right to obtain those items from any other contractor and charge the damages/ excess payments, if any, from the contractor.

5. Scope of Supply

The contractor will supply the paper in accordance with the specifications as per Annexure-C on a supply order from a DRDO Lab/Estt.

6. Price List

The Contractor's price list as approved by DRDO and given at Annexure-C is subject to clause 15 below. This includes packing and forwarding charges.

7. Delivery

Delivery of items will be FOR Stores Group of Lab/Estt. Delivery should be made within _____ days from the receipt of order.

8. Packing & Forwarding

All items will be supplied in secure and transportable packing and forwarded to Lab/Estt by the Contractor with his own arrangement. Any damage in transit will be to the Contractor's account.

9. Acceptance of Order

The Contractor will accept all orders for items given in their price list at Annexure-C.

10. Inspection and Acceptance

After receipt of stores, the Director or his rep from the Lab/Estt will complete acceptance as per specifications agreed within _____ days from the date of supply.

11. Rejected Items

The Lab/Estt will inform the Contractor within ____ days of receipt of stores about the rejected items and the reasons thereof. The Contractor will replace all rejected items within ____ days.

12. Payment Terms

- a) 100 % payment will be arranged after inspection and acceptance within 30 days from the date of acceptance of the items/ Bills whichever is later.
- b) While submitting his bills to the Government for the goods supplied against the rate contract, the Contractor shall give the following certificate also:

“I/We certify that the stores of description identical to the stores supplied to the Government under the contract herein have not been offered/sold by me/us to any other person/organisation up to the date of bill/the date of completion of supplies against supply orders placed during the currency of the rate contract, at a price lower than the price charged to the Government under the contract.”

If the Contractor sells any goods at lower than the contract price, such sale is covered by any of the three exceptions indicated in paras 15 (a) to (c) below; such sales have also to be disclosed in the aforesaid certificate to be given by the Contractor to the Government. The obligations of the Contractor in this regard will be limited with reference to the goods identical to the contracted goods sold or agreed to be sold during the currency of the contract.

- c) No part payment will be made against the part delivery even it has been agreed to.

13. Liquidated Damages (LD)

A LD of 0.5 % per week will be levied for delayed supply beyond 45 days subject to a maximum of 5 % of order value.

14. Price Escalation

No price escalation will be allowed except the Govt. levies increased after the CED.

15. Fall Clause

- i) The prices charged for the stores supplied under the contract by the Contractor shall in no event exceed the lowest price at which the contractor sells the stores of identical description to any other person/organisation during the period till performance of all supply orders placed during the currency of the rate contract is completed.
- ii) If, at any time, during the said period, the Contractor reduces the sale price of such stores or sells stores to any other person/organisation at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the concerned Head of the Department and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to:

- (a) Export by the Contractor. (b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement.

16. **Arbitration**

In the event of any dispute or differences arising out of this supply order/agreement such disputes or differences shall be resolved through mutual discussion. If a solution is not found possible the unresolved disputes shall be referred to the sole arbitration of CCR&D, Ministry of Defence or his nominee whose decision will be final and binding on both the parties.

17. **Addition/Deletion**

Any addition/deletion in the regional offices list as given at Annexure-D will be immediately intimated to the concerned Lab/Estt with a copy to Director, DMM, DRDO HQrs, Sena Bhawan, New Delhi-110011.

18. **Security Deposit**

A bank guarantee of Rs. ____ lakh will be submitted in the name _____ as security deposit valid for the period of the contract.

19. **Minimum Order Quantity**

All supply orders should be for a minimum of (Qty) as far as possible. In case any lab/estt require lesser quantity, they may contact firm's office as per Annexure-D for acceptance of such order.

20. **Force Majeure clause**

If at any time during the currency of the contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine, restriction strikes, lockouts, or acts of God (hereinafter referred to as "events") then provided notice of the happening of any such event is given by either party to the other within 48 hours from the date of occurrence thereof, neither party shall, by reasons of such event, be entitled to terminate the contract nor shall either party have claim for damages against the other in respect of such non-performance or delay in performance.

* Please add/delete/modify any as recommended by TPC/NC.

AGREED SPECIFICATIONS AND PRICE LIST OF CONTRACTOR

DRDO.MM 30

Page No. 7/8

Annexure -D

**ADDRESSES OF THE CORPORATE AND REGIONAL OFFICES OF THE
CONTRACTOR**

DRDO LABS/ESTTS ADDRESSES
(As applicable to this Contract only)

Sl. No. (1)	Labs/Estts (2)	Grams (3)	Fax/E-Mail (4)
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INVITATION TO TENDER
(For Global tenders only - Non-transferable)

PART I

Telex No. : _____ Government of India
Grams : _____ Ministry of Defence
Tele No. : _____ R&D Organisation
Tender Reference No: _____ (Name &Address of the Lab/Estt)
Dated:

Due date : _____ Due Time : _____
Opening date : _____ Opening Time : _____

To
M/s _____

1. The supplies/services noted at Schedule of Requirements in Techno-Commercial Bid (Part-III) are required. Please find the following enclosed in this invitation:

- | | |
|--|----------------|
| 1. Invitation to Tender (Part I) | Page 1 |
| 2. Tender (Part II) | Page 2 |
| 3. General Terms & Conditions (Part III) | Page 3-5 |
| 4. Techno-Commercial Bid (Part IV) | Page 6-9 |
| 5. Price Bid (Part V) | Page 10-11 |
| 6. Technical Specification | Appendix – ‘A’ |

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 _____ and marked with our tender reference no, due date and due time on each envelope with your stamp as sender along with date of despatch. The two envelopes may be put in one envelope and addressed to Director _____ at the above address. The combined envelope may be put in tender box placed at _____ reach the office of the Director before due date and time.

Vendor must confirm the terms and conditions given in Part-III and Part-IV. In case the vendor is unable to comply with any of these, the reasons there of should be spelt out clearly.

Non-compliance of the above may disqualify your offer for consideration.

Yours sincerely,

(_____)
For Director
For & on behalf of the President of India

TENDER

PART II

Tender reference no: _____

To

The President of India
Through Director _____

(Name of Lab/Estt)

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 contract/supply order enclosed hereto duly accepted on receipt of order for the same.

I/We agree to hold this offer open until _____ and shall be bound to supply/commission/erect the equipment and despatch the same within the specified period.

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 an intimation from you regarding acceptance of this tender/receipt of supply order.

Signature of Tenderer
With Office Stamp

Name & Address:.....

Station :

Date :

Signature of Witness:.....

Name & Address:.....

Station :

Date :

GENERAL TERMS AND CONDITIONS FOR TENDER
PART III

1. Preparation of Tender:

- (i) The complete tender form (pages 2-11) should be returned intact 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'.
- (ii) 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 reference number and be fully signed by you (the supplier). In such cases reference to the additional pages must be made in the tender form.
- (iii) 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:

- (a) 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.
- (b) Individual signing the tender or other documents connected with a contract must specify whether he signs as:
 - (i) A 'sole proprietor' of the firm or constituted attorney of such sole proprietor.
 - (ii) 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.
 - (iii) Constituted attorney of the firm if it is a Company.

NB:

- a. In case of (ii) 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 contract 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 contract and hold the signatory liable for all costs and damages.
- d. **The tenderer should sign each page of the tender form and annexures, if any.**

3. **Delivery of Tender:** The original copy of the tender form/downloaded copy (pages 2-11) is to be enclosed in two separate envelopes, the first envelope containing Part II, III, and IV 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 reference no, due date and time. The two envelopes should be put in one envelope and marked to Director ----- . **Right is reserved to ignore any tender who fails to comply with the above instructions.**
4. **Latest Hour for Receipt of Tender:** Unless otherwise specified in the Invitation to tender (Part I), your tender must reach this office not later than ----- hours on the date of tender Submission. Tenders sent by hand should be put in the Tender Box at this office.
5. **Period for which the offer will remain open:**
 - (i) 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.
 - (ii) Quotations qualified by such vague and indefinite expressions such as ‘Subject to immediate acceptance’; ‘Subject to prior sale’ will not be considered.
6. **Opening of Tenders:** The firm shall be at liberty to be present or authorise a representative to be present at the opening of the tender at the time and date as specified in the schedule. 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 the techno-commercial offer will be opened on the day specified for opening.
7. **Right of Acceptance:** 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.
8. Items supplied are subject to inspection and acceptance and the supplier should collect/ replace the rejected items at his cost and risk.
9. **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 will be levied.
10. **Registration: Registration is mandatory (Applicable Only for Indian Firms).** If the tendering firm is not registered with this Lab/Estt. or any other DRDO Lab/Estt DGS&D/NSIC, they are required to seek registration. For details please write to Director of (Lab/Estt). Vendors must complete registration formalities to become eligible for placing supply orders and future enquiries.
11. Registration number allotted by this laboratory or any other DRDO Lab/Estt or proof of registration with another Govt. Deptt., if any to be enclosed with the quotation (Only for Indian Firms).
12. 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.
13. 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 shall be competent to take on the spot decisions.
14. Drawings/specifications sent along with this letter should be returned along with the firm’s quotation or regret letter.
15. The firm may give any of their commercial term, if required in their techno-commercial offer only, and price quotation should contain only price.
16. **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.

17. 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.
18. Office stamps of tenderers must be affixed below their signatures.
19. Earnest Money Deposit of Rs.-----/- (Rs. _____ only) by Bank Draft / Pay Order in favour of DIRECTOR, -----, is required to be submitted by **Indian Bidders** 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 of his tender, EMD will be forfeited. Registered Bidders must submit proof of registration to avail exemption from EMD. EMD draft / pay order/proof of Registration if Registered should be enclosed with Price Bid.
20. **Indian Firms should quote in Indian Rupees only on FOR ----- basis.** Taxes and other levies, if any, should be indicated separately. All relevant information except price should be available in the Techno-Commercial Bid. Detailed Technical Literature / Data should also be enclosed with Techno-Commercial Bid for speedy processing.
21. Terms of Payment as indicated in the document and other conditions like Security Deposit of 10% of order value may be asked before release of order etc. **will be applicable for Indian suppliers.** Pre-conditioned and incomplete offers will be summarily rejected.
22. Unsolicited quotations/quotation received late or improperly sealed or with incomplete marking or with unattested overwriting/corrections in the quotation documents are liable to be rejected.
23. Validity : 90 days from the date of opening.
24. For two bid cases, only Techno-Commercial bid will be opened on the date and time of opening.

(Signature of Tender issuing authority)
For Director
For & on behalf of the President of India

Tender Reference No. :

Full Address :

Fax No. :

Tele No. :

Signature of Tenderer :

Name in Block Letters :

Office Stamp :
Station :
Date :

TECHNO-COMMERCIAL BID

PART IV

1. Tender reference no :
2. Name of tenderer :
3. Due date & due time : _____
4. Opening date & time: _____
5. The tender shall remain valid for acceptance for 90 days, from the date of tender opening.
6. Amount of EMD Rs _____, DD No. _____ dt _____
(Applicable only for unregistered **Indian Vendors**.)
7. Schedule of Requirements:

Sl. No.	Description & nature of Supplies/services	Qty required	Place & dates on which delivery is to be made	Specifications (Attach additional sheets, drawings etc, if necessary)
---------	---	--------------	---	---

Note: List of free issue material provided by the Lab/Estt is attached as an appendix*

* **Delete if not necessary**

CONDITIONS FOR TECHNO-COMMERCIAL BIDS

TECHNICAL

1. Give brief description of item/equipment/material with accessories. Items offered should conform to BIS (ISI) specifications or as explicitly stated. 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 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. Vendor to specify utilities needed during installation well before the supply.
5. (a) **Samples:** Samples are required/not required.
(b) **Service/Maintenance Manuals:** Vendors to provide complete set of service and maintenance manuals if applicable.
(c) **Drawings:** Drawings supplied by this office are to be returned along with your tender.

COMMERCIAL

1. **Payment terms: -**

- (i) **Foreign Vendor:** The normal payment terms are 100% through Letter of Credit/Sight Draft. The LCs covering 100% net FOB (gateway airport) value of supply order will be opened.
- (ii) **Indian Vendor:** The normal payment terms are 90 % within 30 days after receipt, acceptance and satisfactory installation of stores/equipment in good condition or the date of receipt of the bill whichever is later. The 10% payment will be released after warranty/guarantee period. This can also be released on furnishing a bank guarantee for equivalent amount valid for the duration of such warranty/guarantee, wherever applicable.
- (iii) Please specify your payment terms. Your Terms of Payment should be reflected in Techno-Commercial Bid. However, the decision will be taken regarding payment terms & conditions in the Tender Purchase Committee (TPC) Meeting.

2. Give details of installation and commissioning except price which will be only in price bid (if applicable).
3. Warranty/guarantee required is for ____ years. Indicate warranty/guarantee duration offered
4. Delivery desired is within ____ weeks/months. Specify your delivery period.
6. Indicate Mode of despatch: By Rail/Road/Air/Sea.
6. 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.
7. The Contractor is liable to submit the Security Deposit of appropriate value (upto 10% of order value), in the event of acceptance of his tender if applicable. **(For Indian vendors only or as specifically mentioned)**
8. In case of delayed supplies, liquidated damages at the rate of 0.5 percent per week subject to a maximum of 5 percent will be levied.
9. All terms used in the Supply Order / Contract will have the meaning as described in **“INCOTERMS-2000”**.
10. Proper Law of the Contract (PLC) will be the relevant Indian Laws on the subject.
11. The Contract / Supply Order will have a Clause for Arbitration. The Arbitration will be conducted under The Indian Arbitration and Conciliation Act, 1996 as applicable to International Arbitration.

OR

All disputes arising out of or in connection with the present Contract/Supply Order shall be finally settled under the Rules of Arbitration of International Chamber of Commerce by the Arbitrator /arbitrators appointed in accordance with the said rules in India.

12. In case of a dispute, venue of Litigation, Arbitration and Conciliation as applicable will be -----, INDIA.
13. Language of the Contract / supply Order, Judicial Proceedings, if any, Arbitration Proceedings, Conciliation Proceedings etc. will be English.
14. List of customers to whom the same equipment has been supplied in India / other countries along with full details of contact person, phone No., Address of the Institute etc., should be submitted with Techno-commercial Bid.
15. Details of infrastructure for providing warranty / post warranty service and mode of providing service may be provided.
16. All Bank charges outside India will have to be borne by the Vendor.
17. Foreign Supplier will ensure availability of export license at their end.

18. 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 for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other Contract with the Government. Any breach of the aforesaid undertaking by the Seller or any one 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, 1947 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 Seller and recover from the Seller the amount of any loss arising from such cancelling. A decision of the Buyer or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Seller.

Giving or offering any gift, bribe or inducement or any attempt to 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 the decision of the Buyer, directly or indirectly or any attempt 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.

19. Payment of Agency Commission to Indian Agent

We would like to procure the above item directly from you and not to involve services of Indian Agent for the procurement. The quotation submitted by your Indian Agent is not acceptable and liable to be rejected. However, in case you would like to involve your Indian Agent for supply of the items/service thereafter you may furnish the following information along with the Techno Commercial bid.

- (a) Registration status of Indian Agent with DGS&D and DRDO Labs.
- (b) Commission payable to Indian Agent and percentage
- (c) Currency in which payable to Indian Agent.
- (d) If the Agency Commission is payable by the foreign principal/OEM, such commission shall be received by Indian Agent through inward FFE remittance through banking channels and disbursed in rupees only.
- (e) Tax at source deduction is applicable to the Agency Commission paid to the Indian Agent as per the prevailing rules.
- (f) If the respective Indian Agents are not registered with DGS&D or DRDO Labs, are required to register their names with DRDO by providing the following informations for registrations :
 - (I) Name of the foreign firm/original equipment manufactured represented by the Indian representative/Indian Agent.
 - (II) Agency Agreement.
 - (III) PAN No., Name, Address of Bankers in India and Abroad.
 - (IV) Nature of services to be rendered by Indian Agent/Indian Representative and percentage of commission payable to Indian Agent/Indian Representative by Principal/original equipment manufacturer.
- (g) All particulars relating to Agency Commission will be reported to the enforcement Directorate of Income Tax Department.
- (h) Undertaking to be submitted by Indian Representative/Agent that the agency commission would be accepted in Indian Rupee only and through inward FFE remittance through banking channel for the service rendered towards the execution of orders.
- (i) Where regional offices of foreign firms have been authorised and set up within the country, they will not be treated as agents of the foreign firms and the financial dealings with such regional offices will be restricted to the norms stipulated by the RBI for each specific case. Such regional offices form integral part of the foreign vendors and their functions are totally controlled by their corporate office abroad and are hence not entitled to any agency commission.

20. ACCESS TO THE BOOKS OF ACCOUNTS

In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency commission and penalty for use of undue influence, the Seller, one specific request of the Buyer shall provide necessary information/inspection of the relevant financial document/information.

(Signature of Tender issuing authority)
for Director
for & on behalf of the President of India

Tender Reference No. :.....

Fax/Telex No. :.....

Tele No. :.....:

Signature of Tenderer :.....

Name in Block Letters :.....:

Full Address :.....

:.....

Station :

Date :

Office Stamp :

PRICE BID

PART V

1. Tender reference no :
2. Name of tenderer :
3. Due date & time : _____ 4. Opening date & time: _____
5. The tender shall remain valid for acceptance for 90 days, from the date of tender opening.
6. **Only for Indian bidders:-** 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. Prices should be on FOR Destination basis in Indian rupees.

Sl. No.	Description	A/U	Qty offered	Unit price	Total Cost
(i)	Brief description of complete equipment/ Item/material with all accessories.				
(ii)	Excise duty, if any				
(iii)	Customs duty, if any				
(iv)	Sales tax				
(v)	Training cost, if any				
(vi)	For octroi if applicable, necessary Certificate will be issued.				
(vii)	Any other				

7. **For Foreign Bidders:-** Adhering to the Format given below is a Pre-requisite for considering your quotations. Price should be quoted on FCA/FOB Basis.

Sl. No.	Description	A/U	Qty offered	Unit price	Total Cost
(i)	Brief description of complete equipment/ Item/material with all accessories.				
(ii)	Training cost, if any				
(iii)	Total cost (in figures and words)				
(iv)	Any other				

8. Separate list should be attached where required in the same format giving details of each item and cost. However, total cost should be mentioned at appropriate column in the above table (s).

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 in Indian Currency FOR ----- basis and total value is also indicated in words. (Applicable for Indian Bidders).
3. In case any of the subheads are included in the total cost, the same should be specified.
4. Any optional indicated in techno-commercial bids must be priced separately. In case spares / accessories are applicable, their list and price should be clearly indicated separately.

5. Price excluding Customs Duty/Excise Duty should only be quoted in the Price Bid. If Customs Duty / 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. Customs Duty/Excise Duty Exemption certificates will be provided, if applicable. **(Applicable only for Indian Bidders)**
7. The price quoted in the tenders should be exclusive of sales tax / VAT (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. **(For Indian vendors only)**
8. Any other information bidder likes to add should be mentioned.

(Signature of Tender issuing authority)
For Director
For & on behalf of the President of India

Tender Reference No. :

Fax/Telex No. :

Tele No. :

Signature of Tenderer :

Name in Block Letters :

Full Address :

:

Station :

Date :

Office Stamp :

CDE Certificate No. :

Page 1of -----

Date :

Telephone No. :

Fax No. :

Govt. Of India, Min of Defence
Defence Research & Development Organisation
Address of Lab / Estt.

CUSTOM DUTY EXEMPTION CERTIFICATE — THIRD PARTY IMPORT

(Under Customs notification No. 39/96 dt. 23.07.96 & amended by 60/96 dt. 22.08.96)

1. Name of Importer/Indian Supplier/work centre :
(The Contractor of Govt. of India)
2. (a) No and date of Purchase order placed on :
Indian supplier by Lab/Estt.
- (b) Name of Foreign supplier/Manufacturer :
- (c) No and date of Purchase order placed on :
Foreign supplier/Manufacturer by importer
3. Details of items/stores being imported :

Sl. No.	Name/Description	Qty/Unit	Unit Price in RE as per 2(a), if any	Total Cost in RE	Total cost in FE as per 2(c)
	Total				
Total FCA/FOB value					

4. Mention sub para of Para 10 under Customs notification 39/96: 10 (____)

5. Expected date of arrival of goods and port of entry/unloading:

It is certified that above-mentioned items/stores being imported by the importer against our supply order are required for Research & Development purposes only. These items are covered by the notification no. as mentioned above and are eligible for the exemption from payment of custom duty. This Lab/Estt. is not engaged in any commercial activity.

This CDE certificate is valid upto _____

Signature of the Lab/Estt. Director
(With office seal)

COUNTERSIGNED BY

**GUIDELINES FOR COUNTER SIGNATURE OF CDE CERTIFICATES
(Under Customs Notification No. 39/96 Para 10)**

DURING PROCUREMENT PROCESS

1. In case a CDE certificate is to be issued, it must be brought to the notice of TPC/NC and the decision taken should be recorded in the minutes or approved in CST (for cases upto Rs. 5 lakhs).
2. A clause indicating that the CDEC is to be provided must be included in Supply order/Contract.
3. If CDEC is for components/subsystems only, the list of items for which CDEC is to be provided alongwith their value must be mentioned clearly in the supply order/contract. In the case of a Development/Fabrication contract where a detailed list can not be finalised during TPC/NC, the approximate value of the imported items/components must be recorded in the TPC minutes and should be reflected in the supply order. Subsequently the detailed list must be prepared and should become a part of the supply order/contract
4. The Indian Vendor should be asked to send a copy of the supply order placed by him on the foreign firm to the Lab/Estt. well in time to prepare the CDE certificate.

AFTER PLACEMENT OF SUPPLY ORDER/CONTRACT

1. A copy of the S.O/Invoice placed by the Indian vendor on the foreign firm for the required items(s) must be obtained and it should be verified that the list of items(s) in S.O/Invoice placed by the Indian vendor on the foreign firm matches with the S.O/Contract placed by the Lab/Estt.
2. CDEC should be prepared in the enclosed format by the Lab/Estt. and not by the vendor.
3. The CDEC should invariably be signed by the Director of Lab/Estt.
4. The CDEC duly signed by the Director alongwith its photocopy should be sent to DMM, DRDO HQrs. with a covering letter and the required enclosures (see checklist).
5. Countersignature of the competent authority will be obtained only on the ink signed (original) copy of the CDEC and photocopy will be retained by DMM for record. After receipt of CDEC from DMM, a photocopy of the CDEC should be made and retained for record in the Lab/Estt. and original handed over to the importer.
6. A receipt should be obtained from the supplier at the time of handing over the CDEC.
7. Faxed copies of the CDEC will not be countersigned by the competent authority.
8. In case a CDE certificate has been issued and is required to be revised then previous CDE certificate should be retrieved back from the Vendor (if it has been given to him) and must be cancelled. Original CDE certificate duly cancelled should be sent to DMM along with the revised CDE certificate being sent for countersignature.

GUIDELINES FOR FILLING CDE CERTIFICATE FORMAT

1. A unique no. should be given to each CDE certificate in the following format :

LLLL/NNNN/YY

LLLL : A unique code for the Lab/Estt. eg. LRDE/DMRL/SSPL/ARDE etc.

NNNN : A running Serial No. for the certificates being issued

YY : Financial Year (e.g. "00" for 2000-2001)

2. A separate register should be maintained for keeping detailed record of the CDEC being issued.
3. Each CDEC should be sent alongwith a forwarding letter, indicating the CDEC no. enclosed with it and other enclosures.
4. In case the CDEC is consisting of more than one page, a separate page no. should be given to each page as indicated in the format.
5. At Sr. No. 3, only FOB/FCA prices should be given both for RE and FE.
6. Sub para no. as per customs notification (39/96) should be mentioned at Sr. No 4.
7. If the details of items (Sr. No. 3) require more space, you may use additional pages. Each page should be signed by the Director and will be countersigned by CCR&D.
8. If the items are imported in stages and more than one CDEC is required for the same supply order/contract, the same should be mentioned in the forwarding letter giving details of CDEC already issued with their CDEC no. and value.
9. The validity of the CDEC should take into account the time gap required for the activities required to be carried out after the expected date of arrival of goods at the port.

CHECKLIST/GENERAL

1. Nomenclature of the items on supply order/contract and CDEC should match.
2. A copy of the supply order/contract with CDEC clause should be enclosed.
3. A copy of the supply order placed by the Indian vendor on the foreign firm should be enclosed.
4. The CDEC should be prepared well before the arrival of the items.
5. Incomplete CDEC will be returned without countersignature.

CDE Certificate No.:

Page 1 of

Telephone No. :

Fax No. :

Govt. of India, Min of Defence
Defence Research & Development Organisation
Address of Lab/Estt.

CUSTOM DUTY EXEMPTION CERTIFICATE – DIRECT IMPORT
(Under Customs notification No. 51/96 dt 23.07.96 & amended by 93/96 dt. 11.12.96)

1. Name of the Supplier :
2. No. and date of purchase order placed on :
the supplier by the Lab/Estt.
3. Master Airway Bill (MAWB) No. and date :
4. House Airway Bill (HAWB) No. and date :
5. Flight No. and date :
6. Invoice No. and date :
7. Details of items/stores being imported

Sl. No.	Name/Description	Qty/Unit	Total Value		No. of Packages	Weight of Packages
			FOB	Currency		
Total						

It is certified that above-mentioned items/stores being imported by the Lab/Estt. against the said purchase order are required for Research & Development purposes only. These items are covered by the Notification No. as mentioned above and are eligible for the exemption from payment of custom duty. This Lab/Estt. is not engaged in any commercial activity.

Copy of authorisation letter issued by DRDO HQrs. is enclosed.

Date:

Signature of the Lab/Estt. Director
(With office seal)

GUIDELINES FOR FILLING CDE CERTIFICATE FORMAT

1. A Unique No. should be given to each CDE certificate in the following format:
LLLL/NNNN/YY

LLLL : A unique code for the Lab/Estt. e.g. LRDE/DMRL/SSPL/ARDE, etc.

NNNN: A running Serial No. for the certificates being issued

YY : Financial Year (e.g “01” for 2001-2002)

2. Address of the Lab/Estt. should be mentioned as indicated in the format.
3. Entries at Sl. No. 1 and 2 of the format are self-explanatory and should be filled in by the Lab/Estt.
4. It is advisable that Director of the Lab/Estt. may kindly allow his Head (MMG)/representative to fill the flight related information in the CDEC on receipt of pre-alert/CAN, after his signature, so that CDEC could be handed over to the Air Consolidator well in time.
5. The Lab/Estt should fill in the description of the goods being imported at Sl. No 7 as per the format.
6. The Lab/Estt should maintain a separate register for keeping the detailed record of the CDEC being issued by them. Director of the Lab/Estt. should sign in the register while signing the CDEC. Any cancellation due to non-materialisation of the stores should be reflected in this register with the initial of the Director. The original CDEC should be cancelled and kept for record.
7. In case the CDEC is consisting of more than one page, a separate Page No. should be given to each page as indicated in the format and CDEC No. should appear on all such pages.

BANK GUARANTEE BOND FOR PERFORMANCE WARRANTY

(To be executed by the State Bank of India or any other scheduled Bank recommended by Reserve Bank of India on non-judicial stamp paper)

To

The President of India,
Through the Director,
(Lab/Estt. Name & address)

Dear Sir/Madam,

Sub: Your Contract No. _____ dated _____
for _____

1. You, on behalf of President of India, have entered into a contract with reference no as given above with _____ (herein after referred to as the contractor) for the development, fabrication and supply of _____ (herein after referred to as stores) for the price and on the terms and conditions contained in the said contract.
2. In accordance with the terms of said contract the contractor has undertaken to produce a bank guarantee for Rs. _____ (Rupees _____ only) being _____ % of the total value of the said stores supplied to you, for the due fulfillment of its obligations to the President of India for due performance as per the contract during warranty period.
3. In consideration thereof, we hereby expressly, irrevocably and unconditionally undertake and guarantee as principal obligors on behalf of the contractor that in the event that the President of India submits a written demand to us that the contractor has not performed according to the contractual obligations included in the said contract, we will pay you on written demand, without demur and without reference to the contractor any sum up to a maximum amount of Rs _____ (Rupees _____ only). Your demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. Payment by us to you will be made within thirty (30) days from receipt of your written request making reference to this guarantee and on demand.
4. This guarantee shall not be revoked without your express consent and shall not be affected by your granting any indulgence to the contractor, which shall include but not be limited to postponement from time to time of the exercise of any powers vested in you or any right which you may have against the contractor and to exercise the same in any manner at any time and either to forbear or to enforce any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights

with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving our Bank from its obligation under this guarantee.

5. Notwithstanding anything herein contained, our liability under this guarantee is restricted to Rs _____ (Rupees _____ only) and the guarantee shall remain in force up to and including the _____ day of being reported to us by you and returned to us duly discharged.
6. Unless a demand or claim under this guarantee is made on us in writing on or before the aforesaid expiry date as provided above or unless this guarantee is extended by us all your rights under this guarantee shall be proscribed and we shall be discharge from the liabilities hereunder
7. This guarantee shall not be affected by any change in the constitution of our Bank or of the contractor or for any other reason whatsoever.

Date:
Place:

Sd.....

Bankers

Seal of the Bank

Witness:

1.

2.

BANK GUARANTEE BOND IN LIEU OF SECURITY DEPOSIT

(To be executed by the State Bank of India or any other scheduled Bank recommended by Reserve Bank of India on non-judicial stamp paper)

To

The President of India,

Through the Director,
(Lab/Estt. Name & address)

Dear Sir/Madam,

Sub: Your Contract No. _____ dated _____
for _____

1. You, on behalf of President of India, have entered into a contract with reference no. as given above with _____ (herein after referred to as the contractor) for the purchase, development, fabrication and supply of _____ (herein after referred to as stores) for the price and on the terms and conditions contained in the said contract.
2. In accordance with the terms of said contract you have agreed to exempt the security deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said contract, on production of a bank guarantee for Rs. _____ (Rupees _____ only) being _____ % of the total value (Rs _____) of the said stores to be supplied to you
3. In consideration thereof, we hereby at the request of the contractor, expressly, irrevocably and unconditionally undertake and guarantee to pay on written demand, without demur and without reference to the contractor, an amount not exceeding Rs _____ (Rupees _____ only) against any loss or damage caused to or suffered or would be caused to you by reason of any breach by the said contractor of any of the terms and conditions contained in the said contract or by reason of the contractor's failure to perform the said agreement. Your demand shall be conclusive evidence to us as regards the amount due and payable by the Bank under this guarantee. However, liability under this guarantee shall be restricted to an amount not exceeding Rs _____. Payment by us to you will be made within thirty (30) days from receipt of your written request making reference to this guarantee and on demand.

4. We further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all your dues under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till you certify that the terms and conditions of the said contract have been fully and properly carried out by the said contractor and accordingly discharges the guarantee. Notwithstanding anything herein contained, our liability under this guarantee is restricted to Rs _____ (Rupees _____ only) and the guarantee shall remain in force up to and including the _____ day of being reported to us by you and returned to us duly discharged.

5. This guarantee shall not be revoked without your express consent and shall not be affected by your granting any indulgence to the contractor, which shall include but not be limited to postponement from time to time of the exercise of any powers vested in you or any right which you may have against the contractor and to exercise the same in any manner at any time and either to forbear or to enforce any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving our Bank from its obligation under this guarantee.

6. Unless a demand or claim under this guarantee is made on us in writing on or before the aforesaid expiry date as provided above or unless this guarantee is extended by us all your rights under this guarantee shall be proscribed and we shall be discharge from the liabilities hereunder

7. This guarantee shall not be affected by any change in the constitution of our Bank or of the contractor or for any other reason whatsoever.

Date:
Place:

Sd.....

Bankers

Seal of the Bank

Witness:

1.
2.

(Name of Lab/Estt)

**APPLICATION FORM FOR REGISTRATION IN RESPECT OF
INDIAN AUTHORIZED REPRESENTATIVES/AGENTS OF FOREIGN
SUPPLIER**

1. Name of Foreign Supplier
2. Address
3. First time supplier of equipment to MoD/DRDO
4. Equipment to be supplied
5. Particulars of RFP being responded to
6. Name of proposed Authorized Representative
7. Whether Authorized Representative is in his capacity as:-
 - a) Individual
 - b) Partnership firm
 - c) Limited Company
 - d) Public Company
8. Terms of payment to the Authorized Representative whether:-
 - a) On retainer basis
 - b) Reimbursement of expenses
 - c) Commission basis
 - d) Combination of either of those above
9. Information regarding Authorized Representative
 - a) Address of the nominee
 - b) Since when established in business
 - c) Since when established in this business
 - d) Name & Address of Chief Executive
 - e) Names & Addresses of Directors/Partners
 - f) If nominee are retired civilians/armed forces employees, then details regarding
 - i) Date of retirement.
 - ii) Rank.
 - iii) Last posting in Government.
 - iv) Whether permission taken from government for seeking re-employment.
 - g) Principal place of business.
 - h) Details of partners/agency/offices abroad.

10. Information regarding Authorized Representative
 - a) Previous professional background.
 - b) Details of previous dealings with the MoD/DRDO.
 - c) Details of current business.
11. Information regarding Authorized Representative
 - a) Details of permanent income tax account number
 - b) Name & address of bankers in India and abroad.
12.
 - a) Obligations/duties of the Agent.
 - b) Areas in which he would represent the Principal – Trials, PNC, fulfillment of post contractual commitments etc.
13. Scale of commission proposed
14.
 - a) Undertaking that no other middleman sales consultant or Adviser employed.
 - b) Agreement to abide by the laws of India.

TPC/NC Minutes

Name of Lab/Estt. :

Meeting Held On :

File No. :

Description of Item/Stores/Services etc. :

Whether for Project/Maint. /Build up :

Mode of Tender : PAC/SINGLE/LIMITED/OPEN/GLOBAL

Whether the approval of CFA has been obtained
as per Delegated Powers. :

Estimated cost (in Rs) :

Quotations: Invitedfirm(s) Received :firm(s)

No. of Quotations rejected by TEC :

No. of Quotations to be considered by TPC/NC :

Due date for validity of quotation as asked by the
Lab/Estt. :

Whether revised bid called. If yes, reasons thereof :

No. of Firms/Vendors Invited for TPC:firm(s) Attended :firm(s)

2. The following members of TPC/NC were present in the meeting:

Shri	-Chairman
Shri	-Member
Shri	-Member
Shri	-Member

3. Price bids of following firms were opened in the presence of members and the prices quoted are indicated below.

	I			II		Total (I + II)
	Basic Price	Charges for Installation, Commissioning	Charges for Training, if any	Other Charges, if any	Taxes etc. to be payable by Lab, after giving applicable Exemption Certificates.	
L1						
L2						
L3						
L4						
L5						
L6						
L7						
L8						
L9						
L10						

Exchange Rate as on:

Name of L1 VENDOR _____

TPC RECOMMENDATIONS:

The Committee examined the revised offer as a sequel to negotiation by TPC/NC vis-à-vis technical specifications and commercial terms in the tender enquiry. The offer of M/s _____ conforms to the specifications as per tender enquiry and users requirements. The funds are also available within the approved budget. In the estimate of the User Group/Scientists, the negotiated price is found to be reasonable.

TPC recommends placement of order on M/s _____ for the following price with terms and conditions placed at Annexure I.

()
Member Secy.

()
User Rep. Member

()
Member

()
Member

()
Member

()
Chairman

TERMS & CONDITIONS

1. Description (with Brand, Make, Part No etc) :
2. Qty. :
3. Validity of Quotation :
4. Packing & Forwarding charges :
5. (a) Statutory Levies
 - (i) Excise Duty :
 - (ii) Customs Duty :
 - (iii) Sales Tax :
 - (iv) VAT :
 - (v) Entry Tax :
 - (vi) Any Other Tax/Duty :(b) Details/List of Items for which CDEC, EDEC etc. are required. :
6. Transit Insurance :
7. Installation & Commissioning Details :
8. Training Charges :
9. Delivery schedule :
10. a) Terms of Delivery :
- b) Place of Delivery :
11. Liquidated Damages : at the rate of 0.5% per week subject to maximum of 5%
12. Inspection :
13. Warranty/Guarantee :
14. Payment Terms :
15. Income Tax :
16. Security Deposit :

17. Performance Bank :
Guarantee

18. Supply order to be placed on :

19. Any other points :

20. Remarks if any :

()
Member Secy.

()
User Rep. Member

()
Member

()
Member

()
Member

()
Chairman