

**GOVERNMENT OF INDIA**  
**MINISTRY OF DEFENCE**  
**DEFENCE RESEARCH & DEVELOPMENT LABORATORY,**  
**P.O. KANCHANBAGH, HYDERABAD 500 058 (AP), INDIA**

**GLOBAL TENDER NOTICE**

GRAMS : MISLAB

TELEPHONE +91-040-24583228


FAX NO. +91-040-24340078/24583214

**TENDER NOTICE NO. NO:DRDL/24/07P/18/0323/CMM-II**

1. The Director DRDL on behalf of the President of India desires to procure following Stores from original Manufacture(s)/Accredited supplier(s).

Sl.No.	TENDER REFERENCE NO.	DESCRIPTION	UNIT OF MEASURE	QTY
1.	DRDL/24/07P/18/0323/CMM-II	<b>HIGH PERFORMANCE COMPUTING SYSTEM</b> (Technical Specifications, Scope of Work, ATP and QA/QT Plan as per Annexure-I,II,III and VI)	NO.	01

2. The bids are to be submitted in Two – Bid pattern i.e. “Techno –Commercial Bid and Price Bid” in two separate sealed covers distinctly marked accordingly and sealed inside a single envelope which should be duly super scribed with tender notice reference No. due date and due time. Two bids i.e., Techno-Commercial Bid and Price bid should be identical in all respects except that the Techno – commercial Bid should have blank space at the places where prices have been stated in the price bid. Bids not received accordingly will not be accepted.
3. Price of Tender Documents : Rs.500/- respectively (Equivalent FE for Foreign Vendor)  
Earnest Money Deposit (EMD) : Rs.12,00,000/- respective (Equivalent FE for Foreign Vendor)  
Issue of Tender document : from 01/01/2019 to 27/02/2019  
Acceptance of Offers/Tender : 02/01/2019, Time : 10.00 Hrs  
Opening of Tender (Techno : 01/03/2019, Time : 10.30 Hrs  
Commercial Bid only)  
Opening of Price Bid : It will be intimated separately  
Quotation should be valid for a period of 150 days from the date of opening.

  
**(S.B. SAKRI)**  
**TECHNICAL OFFICER 'D'**  
**For HEAD CMM II**  
**For Director**

**REQUEST FOR PROPOSAL (RFP)**

Tel: 040-24583250/3228  
Fax: 040-24583219,24340078

**(INVITATION OF ONLINE BIDS THROUGH E-PROCUREMENT)**

Government of India  
Ministry of Defence  
Defence Research &  
Development Organization  
Defence Research &  
Development Laboratory  
Kanchanbagh P.O.  
Hyderabad-500058

Request For Proposal (RFP) Reference No. 24/07P/18/0323/CMM-II

Date: 01-JAN-19

TO
_____
_____
_____

Online Due Date : 28-FEB-19 Due Time : 10:00Hrs  
Online Opening Date : 01-MAR-19 Opening Time : 10:30Hrs


Invitation of Bids for Supply / Service of

Sl. No.	Description of Stores / Service	UM	Qty.
1	HIGH PERFORMANCE CLUSTER COMPUTING SYSTEM (TECHNICAL SPECIFICATIONS, SCOPE OF WORK, ATP AND QA/QT PLAN AS PER APPENDIX 'A', 'B' 'C' AND 'D')	NO	1

- Online Bids are invited for supply of items listed in Part V of this RFP as per two Bid System.
- The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:
  - Bids/queries to be addressed to : **The Director, DRDL**
  - Postal address for sending the Bids : **Kanchanbagh P.O., Hyderabad-500058**
  - Name and Designation of Contact Officer : **VAIBHAV SHAH SC E**
  - Telephone number(s) of the contact Officer : **040-24583317**
  - Fax number(s) : **040-24340037**
  - e-mail ID of contact Officer : **webhaw@gmail.com**
  - e-mail Copy to be sent to : **head\_cmm2@drdl.drdo.in**
- This RFP is divided into 7 parts as follows:
  - Part I(A)** contains **General Information and Instructions for the Bidders** about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
  - Part I(B)** contains **Instructions for Online Bid Submission**
  - Part II(A)** Contains **Standard Terms and Conditions of RFP**, which will form part of the Contract/Supply Order (herein after referred as the Contract) with the successful Bidder(s).
  - Part II(B)** contains **Summary of DRDL Commercial Terms for Supplies**
  - Part III** Contains **Special Terms and Conditions** applicable to this RFP and which will also form part of the Contract with the successful Bidder(s).
  - Part IV** Contains **Vendor Qualification Criteria**.
  - Part V** Contains **Details of the Store(s)/Service(s) Required** e.g. Technical Specifications, Delivery Period, Mode of Delivery, Consignee details etc.
  - Part VI** Contains **Evaluation Criteria of Bids**.
  - Part VII** Contains **Format of Price Bid**. Price bid needs to be printed on one side of paper only.

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof or foreclose the procurement case at any stage. The Buyer also reserves the right to disqualify any vendor, should it be necessary, at any stage on grounds of National Security
5. You may contact The Director, DRDL, Kanchanbagh, Hyderabad-500058 for any grievance related to bidding condition, bidding process and/or rejection of bid. With regard to bidding condition, this shall be done in writing at least seven days in advance of the stipulated date of submission of bid.

Yours Sincerely,



**HEAD CMM-II**  
**For Director**  
**For & on behalf of president of India**

**PART-I(A) General Information and Instructions**

- 1 **Pre-bidConference:** A pre-bid meeting will be held at 10.30 hrs on 17/01/2019(date) at DOCD CONFERENCE HALL, DRDL KANCHANBAGH, HYDERABAD (venue) to answer any queries or to clarify doubts regarding submission of proposals. Bidders or their authorized representatives (duly authorised in writing) are invited to attend. This event will not be postponed due to non- presence of your representative.The interested bidders shall attend Pre-bid meeting to discuss the details of scope of work and clarify the doubts of both the parties. Bidders those not attended Pre-bid meeting will not be considered.
- 2 **Last Date and Time for Uploading the Bids:** on 28-FEB-19 at 10:00Hrs. (TWO BID System)
- 3 **Location of the Tender Box:** At DRDL main gate only for dropping of original documents such as EMD (Bid Security), Tender Fee, Earnest Money for Integrity Pact and signed Integrity Pact documents (if applicable) /Technical Brochure, catalogues if any, where as technical and financial bids to be submitted in electronic mode only through CPP Portal.
- 4 **Manner of Uploading the Online Bids:** The online two bids (a) Techno-Commercial bid (b) Price bid, shall be filled seperately and uploaded by the due date and time online on CPP-portal (<https://eprocure.gov.in/eprocure/app>) only. Bids sent by FAX or e-mail will not be accepted. Manual Technical and Price bids will not be accepted. The responsibility to ensure this lies with the Bidder.
- 5 **Time and Date for Opening of Bids:** On 01-MAR-19 at 10:30Hrs.  
If due to any exigency, the due date for opening of the bids is declared a closed holiday, the bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer.
- 6 **Place of Opening of the Bids:** Bids will be opened online only at DRDL.
- 7 **Marking of Bids:** Envelope containing original documents such as EMD, Tender Fee, Earnest Money for Integrity Pact and signed Integrity Pact document (if applicable) / Technical Brochure, if any, must be clearly marked with Tender Reference No. and Date of opening.
- 8 **Procedure for Submission of Bid:** Bids would be submitted as per standard online e- procurement procedure as per Two bid System. Manual submission of original EMD / Technical Brochure, if any should be sent in an envelope duly marked with tender reference no. and addressed to Director, on or before "Bid submission end date and time". In case Original tender fee and EMD instrument (if applicable) are not received on or before "technical bid opening date and time", bid of such bidders will summarily be rejected.
- 9 **Forwarding Of Bids:** Technical and Price Bids should be submitted by Bidders online only , under their memo / letter pad inter alia furnishing details like TIN, GST number, Bank address with NEFT Account if applicable, etc. and complete postal and email address of their office failing which the bid would not be considered .
- 10 **Clarification Regarding Contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 07 (Seven) days prior to the date of opening of the Bids. Copies of the query and clarifications by the purchaser will be sent to all prospective bidders who received the bidding document from the lab and would be posted on the website.
- 11 **Indian firms need to quote only in Indian Rupees:** An Indian firm can quote in FE on behalf of their OEM only if they are either a 100% subsidiary of the OEM or an Indian Agent of the foreign OEM in accordance with their agency agreement. The firms claiming to be:
  - 1 A 100% subsidiary would be required to produce documentary evidence in support of their claim along with their Techno-Commercial bid failing which their bid would be disqualified.
  - 2 An agent of foreign OEM, for submitting the offer on behalf of OEM, would be required to produce a copy of their agency agreement with their principals and a copy of registration/enlistment with DRDO/Ministry of



Defence/ DGS&D as an Indian agent, if registered/enlisted, along with their Techno-Commercial bid, failing which their bid would be disqualified. It would be mandatory for an Indian agent to get registered/enlisted with DRDO/Ministry of Defence/ DGS&D as an Indian agent of OEM prior to evaluation of their Price bid, failing which their bid also would be disqualified.

- 12 **Validity of Bids:** The Bids should remain valid for 150 days from the last date of submission of online Bids.
- 13 **Modification and Withdrawal of Bids:** If a bidder intends to modify or withdraw his Bid after online submission, it can be done through selection of appropriate option available on the CPP Portal.
- 14 The Government reserves the right to cancel the procurement process at any stage and accept or reject any bid, fully or partially, without assigning any reasons.
- 15 **Earnest Money Deposit (Bid Security):** Bidders are required to upload the scanned copy of Earnest Money Deposit (EMD) instrument, in favour of The Director (Lab Name), (Place), in the currency of their quote for amount of Rs.12,00,000.00 or equivalent along with their online bids. The EMD may be submitted by Indigenous bidder in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee. In case of foreign bidder, EMD is to be submitted in the form of appropriate Bank Guarantee from a first class bank of international repute in only Indian Rupees. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them, without any interest whatsoever, at the earliest after expiry of the final bid validity and latest on or before the thirtieth day after the award of the Contract. EMD of the successful bidder would be returned without any interest whatsoever after the receipt of Performance Security Bond from them as called for in the Contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organizations (e.g. DGS&D), National Small Industries Corporation (NSIC), Departments of MoD, other DRDO labs and as per the policy of Government of India in vogue. Such bidders would be required to furnish the relevant documents in their Techno-Commercial bid in support of the claim. The EMD will be forfeited if the Bidder withdraws amends, impairs or derogates from the tender in any respect within the validity period of their tender.
- 16 **Clarification Regarding Contents of the Bids:** During evaluation of bids, the Buyer may, at his discretion, ask the bidder for clarification on his Bid. The request for clarification will be given in writing. No clarification on the initiative of the bidder will be entertained after opening of bid.
- 17 **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post- tender correction may invoke summary rejection with forfeiture of EMD. Conditional bids will be rejected. Non-compliance of applicable General Information will disqualify your Bid.
- 18 **Unwillingness to Quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be de-registered for the range of items in this RFP, as per the policy in vogue.
- 19 Bidders must submit Quotation pertaining to themselves only except in cases covered under Para 11 above.
- 20 Bids of debarred/blacklisted firms will not be considered for evaluation.
- 21 **Document to be submitted only online with Techno-commercial Bid::** The following documents are uploaded by the Bidder in Cover-1 along with Technical Bid as per the tender document:
  - 1 Signed and Scanned copy of appropriate valid company registration certificate or partnership deed (if applicable), experience certificate as per the tender notice, PAN No and Tender Acceptance Letter (Annexure A )
  - 2 Scanned copy of instrument used to provide Tender Fee and Earnest Money Deposit or Proof of Registration with DRDO/MOD/DGS&D/NSIC etc.

- 3 Signed and Scanned Copy of the Make and model of all the systems, sub systems and additional items as mentioned in the technical bid.
- 4 Signed and Scanned Copy of legal Agency Agreement/100% Subsidiary Certificate/Registration as an Agent (if applicable). If not applicable kindly upload a pdf document indicating Not Applicable.
- 5 Scanned Copy of Proforma of End User Certificate for Export License (if applicable). If not applicable kindly upload a pdf document indicating Not Applicable.
- 6 Summary of DRDL Commercial Terms for supplies enclosed as Part II (b) shall be duly filled by the bidder and enclose along with Technical Bid.
- 7 Note:
  - 1.The Original Tender Fees And EMD Instrument Along With Complete Technical Details Such As Brochures, Catalogues And Write-Ups If Any Should Also Be Sent By Post/Courier In An Envelope, Addressed To The Director DRDL, Hyderabad, Positively On Or Before "Bid submission end date".
  2. In case original Tender Fees and EMD instrument (if applicable) are not received on or before "technical bid opening date and time", bid of such vendors will summarily be rejected.
- 22 **Price Bid to be uploaded only online in Cover-2.:** Price bid as per format at Part-VII in the form of BOQ\_XXX.xls.
- 23 **Undertaking by the bidder:**
  - 1 We submit the technical compliance statement point wise as per RFP covering all points.
  - 2 We participate in TCEC meetings and we will clarify any technical or commercial points within 7 days from the date of TCEC. Otherwise we agree to the condition for not considering our technical bid for TCEC and CNC.
  - 3 We agree to submit Performance cum Warranty Bond within 5 working days from the date of your intimation.



### PART-I(B) Instructions for Online Bid Submission

- 1 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
- 2 More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.
- 3 **REGISTRATION:**
  - 1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge
  - 2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
  - 3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
  - 4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
  - 5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
  - 6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.
- 4 **SEARCHING FOR TENDER DOCUMENTS:**
  - 1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
  - 2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
  - 3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.
- 5 **PREPARATION OF BIDS:**
  - 1 Receipt of original EMD Tender fees. Technical details brochure at DRDL before due date for opening of bids. Technical bid or price bid along with scanned copies of EMD, Tender fee and Technical brochures online only.
  - 2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
  - 3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be




scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- 4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### 6 **SUBMISSION OF BIDS:**

- 1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3 Bidder has to select the payment option as "offline" to pay the Tender Fee / EMD as applicable and enter details of the instrument.
- 4 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD (Demand draft)/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ(excel) format with the tender document, the same is to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
- 8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9 Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### 7 **ASSISTANCE TO BIDDERS:**





- 1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

*BSK*

**PART-II(A) Standard Terms and Conditions**

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

1 **Effective Date of the Contract:** In case of placement of a supply order, the date of the Supply Order would be deemed as effective date. In case a contract is to be signed by both the parties, the Contract shall come into effect on the date of signatures of both the parties on the Contract (Effective Date) or as agreed during negotiations. The deliveries and supplies and performance of the services shall commence from the effective date of the Contract.

2 **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India and shall be governed by and interpreted in accordance with the laws of the Republic of India.

3 **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to product or performance, which cannot be settled amicably, shall be resolved by arbitration in accordance with either of the following provisions:

The case of arbitration may be referred to respective CFA or a person appointed by him who will be sole arbitrator and the proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996.

OR

The case of arbitration may be referred to International Centre for Alternative Dispute Resolution (ICADR) for the appointment of arbitrator and proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996.

OR

The case of arbitration may be conducted in accordance with the rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules in India. However, the arbitration proceedings shall be conducted in India under Indian Arbitration and Conciliation Act, 1996.

OR

For Central and State PSEs: The case of arbitration shall be referred to the Department of Public Enterprises for the appointment of sole arbitrator by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause.

OR

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

4 **Penalty for Use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract or any other contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter

*8/3/2018*

IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/ employee of the Buyer or to any other person in a position to influence any officer/ employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

- 5 **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above (i) Prime Lending Rate of State Bank of India for Indian bidders, and (ii) London Inter Bank Offered Rate (LIBOR) for the foreign bidders. The applicable rates on the date of opening of tender shall be considered for this. The Buyer will also have the right to recover any such amount from any contracts in vogue with the Government of India.

OR

The Seller confirms and declares in the Techno-Commercial bid that they have engaged an agent, individual or firm, for promotion of their product. In such case, following details are to be submitted in the Techno-Commercial bid:

- a) Name of the Agent
  - b) Agency Agreement between the seller and the agent giving details of their contractual obligation
  - c) PAN Number, name and address of bankers in India and abroad in respect of Indian agent
  - d) The nature of services to be rendered by the agent and
  - e) Percentage of Commission payable to the agent
- 6 **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Bidder/Seller has violated the provisions of Para 4 and/or Para 5 above to obtain the Contract, the Bidder/Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information/Books of Accounts.
- 7 **Non-disclosure of Contract Documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the Contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
- 8 **Withholding of Payment:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents,



supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in the Contract, the Buyer may, at his discretion, withhold any payment until the completion of the Contract.

- 9 **Liquidated Damages:** The Buyer may deduct from the Seller, as agreed, liquidated damages at the rate of 0.5% per week/part thereof, of basic cost (excluding taxes and duties on final product) of the delayed stores which the seller has failed to deliver within the period agreed for delivery in the contract subject to maximum of 10% of the total order value (excluding taxes and duties on final product). In cases where partial delivery does not help in achieving the objective of the contract, LD shall also be levied on the total cost (excluding taxes and duties on final product) of the ordered quantity delivered by the vendor. This will also include the store(s) supplied within the delivery period.
- 10 **Termination of Contract:** The Buyer shall have the right to terminate the Contract in part or in full in any of the following cases
- 1 The store/service is not received/rendered as per the contracted schedule(s) and the same has not been extended by the Buyer.  
OR  
The delivery of the store/service is delayed for causes not attributable to Force Majeure for more than \_\_\_ months after the scheduled date of delivery and the delivery period has not been extended by the Buyer.
  - 2 The delivery of store/service is delayed due to causes of Force Majeure by more than \_\_\_ month provided Force Majeure clause is included in the contract and the delivery period has not been extended by the Buyer.
  - 3 The Seller is declared bankrupt or becomes insolvent.
  - 4 The Buyer has noticed that the Seller has violated the provisions of Para 4 (Use of Undue Influence) and/or Para 5 (Employment of Agent) above to obtain the Contract.
  - 5 As per decision of the Arbitration Tribunal.
- 11 **Notices:** Any notice required or permitted by the Contract shall be written in English language and may be delivered personally or may be sent by FAX/email or registered pre- paid mail/ airmail, addressed to the last known address of the party to whom it is sent.
- 12 **Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the Contract or any part thereof without written consent of the Buyer.
- 13 **Use of Patents and other Industrial Property Rights:** The prices stated in the Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other Industrial Property Rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies or any or all the rights mentioned above.
- 14 **Amendments:** No provision of the Contract shall be changed or modified in any way (including this provision) either in whole or in part except when both the parties are in written agreement for amending the Contract.
- 15 **Taxes and Duties:**
- 1 **In respect of Foreign Bidders:** All taxes, duties, levies and charges which are to be paid for the delivery of stores/services, including advance samples, shall be paid by the parties under the Contract in their respective countries. However, the corporate/individual income tax, if applicable, will continue to be paid by the concerned party/individual.
- DRDO is a public funded research institution and has been exempted from the payment of Customs Duty, as per



the description of stores and conditions thereon, under Customs Notification No. 51/96 as amended. (Applicable where INCOTERM is DDP (destination))

## **2 In respect of Indigenous Bidders**

### **a) General**

- i) If the quoted prices exclude GST or any other Statutory Duties/Taxes, the same must be specifically stated with applicable rates. In the absence of same, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
- ii) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of tenders.
- iii) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm that duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring any request for change of duty/tax at a later date due to any reason whatsoever.
- iv) Any addition to duty/tax and change in any duty/tax upward/downward as a result of any statutory variation in duty/tax taking place within contract terms shall be allowed to the extent of actual quantum of such variation of duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc., if any, obtained by the Seller.
- v) TDS as per Income Tax Rules will be deducted and a certificate to that effect will be issued by the Buyer.
- vi) Concessional GST applicable for DRDO procurement as per following Govt. notifications.
  1. Central Govt. notification No.47/2017: Integrated Tax @5%
  2. Central Govt. notification No.45/2017: Central Tax @2.5%
  3. Telangana State notification No.45/2017: State Tax @2.5%DRDL will issue authorization certification for above concessional taxes for the products/items applicable. The bidder shall agree for concessional GST rates wherever they are applicable.

### **b) Customs Duty**

#### **In case of Third party import:**

Custom duty exemption Certificate under 39/96 notification will not be issued by the Buyer. Bidder shall quote amount inclusive of Custom Duty as applicable.

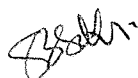
#### **In case of Direct import:**

The successful bidder or their authorized rep / freight forwarder would be issued a Customs Duty Exemption Certificate (CDEC) under 51/96 notification at the time of import clearance for the goods being imported against the Contract. Bidder would be required to submit a copy of their order to principal along with principal's acceptance and proforma invoice at least four weeks in advance from the expected date of arrival of goods to this office for issuance of CDEC. However custom duty charges will be reimbursed to the contractor against submission of proforma invoice and submission of proof of payment to customs.

Bidder can clear the goods by their own or through their authorized freight forwarder / clearing agent (any Private or Govt agent).

(OR)

The Consignment will be cleared from customs dept by buyer (DRDL) through any authorized clearing agency having rate contract with buyer. The same maybe confirmed by contractor before the consignment reaches seaport or airport.



16 **Denial Clause:** Denial clause informs Seller that the Buyer reserves the right to admit additional payment due to upward revision of statutory levies beyond the original delivery schedule in case Seller fails to deliver the goods as per schedule.

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

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

A handwritten signature in black ink, appearing to be 'JSD', is located in the lower-left quadrant of the page.