

# **COMMERCIAL TERMS STATEMENT**

**( TO BE FILLED AND SUBMITTED WITH QUOTATION (TECH. BID) COMPULSORILY )**

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

Item: Gold Copper UHV grade Braze Alloys

**ALL THE CLAUSES ARE TO BE FILLED BY THE BIDDER MANDATORILY**

Sl. No.	Description	MTRDC TERMS	Contractor
			M/s COMPLIED/ NOT COMPLIED (AS PER MTRDC'S TERMS)
1	Registration No. with DRDO Lab/Estt., & validity (copy of Regn. Certificate to be enclosed)	Registration is desirable. If your firm is not registered with this Lab/Estt. Or any other DRDO Lab/Estt, you may seek registration. For details please write to Director, MTRDC. Proof of registration with our lab or any other Govt. Deptt., if any to be mentioned on the quotation.	
2	Cost of Tender documents (Non-refundable)	Rs. 500/- , if requested through post and no cost if downloaded from website	
3	EMD (Earnest Money Deposit) Refundable	Rs. 8,96,325/- OR (Valid Vendor Registration Certificate to be enclosed) (Refer Tender docs.)	
4	Currency Quoted in	To be specified	
5	Prices	Only through F.O.R MTRDC, FOB/ FCA nearest Airport OR CIF/CIP Bangalore Airport	
6	Taxes and duties	Firm to mention details of taxes and duties applicable on the offer submitted by them & GST Registration details may be provided, concessional rate of tax applicable under Govt. of India, MoF No. 45/2017-Central Tax (Rate), 47/2017-Integrated Tax (Rate) dated 14th Nov. 2017. Certificate will be issued by us, if items falling under above notifications.	
7	Original Equipment Manufacturer (OEM) Authorisation Certificate	To be enclosed	
8	Compliance Statement	The Vendor offering the quote must submit the specification compliance statement/matrix for acceptance of their offer	
9	Indian firm need to quote only in Indian Rupees	<p>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 :</p> <p>a) A 100% subsidiary would be required to produce documentary evidence in support of their claim along with their Techno-Commercial bid failing which their bid would be disqualified.</p> <p>2) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.</p> <p>a) 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&amp;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&amp;D as an Indian agent of OEM prior to evaluation of their Price bid, failing which their bid also would be disqualified.</p>	
10	Payment Terms	Refer clause 8 of Part III-Special Terms and Conditions of Tender Enquiry	
11	Delay in Stores Supply/Services	In case supply/installation/services, etc is beyond 100% of original delivery period, payment would be made within 30 days by the CDA(R&D) on approval from higher competent financial authority.	
12	Packing & Forwarding	Free of cost	
13	Bank Charges	All bank charges inside India to MTRDC's account and outside India to supplier's account	
14	Inspection	By the Director, MTRDC or his authorised Rep.	
15	Place of Delivery	F.O.R MTRDC, FOB/ FCA nearest Airport OR CIF/CIP Bangalore Airport	
16	Delivery Schedule	06 months from the effective date of Order / contract	
17	L.D. Clause	In case of delayed supplies, liquidated damages at the rate of 0.5 percent per week or part thereof of the delay with a maximum of 10 percent will be levied.	
18	Performance cum warranty Bond	The Contractor is liable to submit the performance cum warranty bond for 10% of total order value, in the event of acceptance of his tender should be valid 60 days beyond the date of completion of all contractual obligations, including warranty obligation. Refer Part-III of RFP	
19	End Use Statement	Will be provided only on prescribed format as per DRDO HQrs. otherwise please furnish your format alongwith techno-commercial bid for approval of our competent authority	
20	Validity	180 Days from the last date of submission of the bids	
21	Supply Order to be placed on	To be specified	
22	Vigilance Declaration	Vigilance declaration in the enclosed format to be submitted by the bidder along with technical bid	
23	Single Order / Split Order	Order will be placed on L1 basis as split order	
24	Export License	Refer clause 12 of Part III-Special Terms and Conditions of Tender Enquiry	

CONTRACTOR'S SEAL & SIGNATURE

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