



**YANTRA INDIA LIMITED (YIL) INVITES  
EXPRESSION OF INTEREST (EOI)  
FOR ENGAGEMENT OF REPUTED FIRMS AS CHANNEL PARTNERS FOR PROMOTING YIL  
PRODUCTS IN AUTHORIZED FOREIGN COUNTRIES**

1. Yantra India Limited, Ambajhari, Nagpur invites 'Expression of Interest (EOI)' (YIL/EOI/2025/1), for empanelment of Reputed firms as Channel Partners.
2. In order to promote its products in international market in various countries globally, Yantra India Limited envisages to engage reputed Indian and / or foreign firm(s) having impeccable record as a Channel Partner and satisfying the criteria matching in technical bid.
3. The empanelment would be valid for the next 1 year unless otherwise found wanting in performance. After empanelment, the firms will be issued certificate of authorization by Yantra India Limited (YIL) for promoting and exporting its products in designated foreign countries where the firm is authorized to do business. Subsequently a detail agreement would be signed with such firm governing the terms of reference for exportable products. The firm would provide export leads in the form of Budgetary Quotations and / or Tenders for the products matching YIL's profile. YIL in return would offer competitive rates and its terms of supply for such product which would eventually form a contract.
4. EOI complete in all respects with documents indicated in the proper proforma should reach by Registered/Speed Post in a sealed envelope superscripted "EOI FOR ENGAGEMENT OF REPUTED FIRMS AS CHANNEL PARTNERS FOR PROMOTING YIL PRODUCTS IN AUTHORIZED FOREIGN COUNTRIES" before \_\_\_\_\_ pm on \_\_\_\_\_ at the address given below:  
  
The Chairman and Managing Director, Yantra India Limited, C/o Ordnance Factory Ambajhari, Amravati Road, Nagpur, Maharashtra, India-440021, Tel: +91-7104-246682, Fax: +91-7104-246681, email: [opr.hq@yantraindia.co.in](mailto:opr.hq@yantraindia.co.in)
5. The evaluation of offers would be done based on the criteria specified in the technical bid. Offers failing to satisfy the technical bid criteria would be rejected.

**A: INTRODUCTION :**

Yantra India Limited, a company incorporated under the Companies Act 2013, having its registered and corporate office at Ordnance Factory Ambajhari, Amravati Road, Nagpur, Maharashtra, India-440021 was established in 2021 as part of the restructuring and corporatization of the Ordnance Factory Board into multiple different Public Sector Undertakings. YIL is an Apex Body of following 8

Ordnance Units which primarily manufactures specialized components and equipment required for the manufacture of following products:

Sl. No.	Name of Factory	Products
1.	Ordnance Factory Ambajhari, Maharashtra	Shell 155mm M107, ERFB BB/BT and other variants, Shell 125mmHE, Shell 130mm, Shell 105mm IFG, 81 mm Mortar Bombs, Fuzes, Cartridge Cases, Aluminium Alloy Extruded profiles, Pinaka Rocket, Die casting etc.
2.	Metal and Steel Factory Ishapore, West Bengal	Special Grade Steel, Medium and Large caliber Gun Barrels, 30mm Steel Cartridge Case.
3.	Ordnance Factory Ambarnath, Maharashtra	SAA Brass and GM cups, Brass cartridge cases, Aluminium Alloy Extruded profiles, Brass sheets, etc.
4.	Ordnance Factory Katni, Madhya Pradesh	SAA Brass and GM cups, Zinc based alloys, Die cast components, Brass sheets, Copper Tubes etc.
5.	Ordnance Factory Muradnagar, Uttar Pradesh	Aerial Bombs HSLD 450 kg, 1000 Lbs., 250 kg, Castings, track assembly for T-90 tank.
6.	Grey Iron Foundry, Jabalpur, Madhya Pradesh	Hand Grenade Body, castings for T72 and T90 Tanks, up-gunning of 130 mm to 155mm caliber Sharang Gun, Lifting plugs.
7.	Ordnance Factory Bhusawal, Maharashtra	Ammunition packing boxes, H2A, H5A, Carrier 6-A, Box C-43A, Pinaka Pod, Canister assembly for 155mm Illuminating.
8.	Ordnance Factory Dumdum, West Bengal	Tail Units 1111, RTU 1121, BTU-250, Magazines 20 rounds and 30 rounds assembly, Fuze 162 Mk-8 and 9, 40mm PIBD Fuze etc.

The above list is indicative and not exhaustive. Firms may refer YIL website [www.yantraindia.co.in](http://www.yantraindia.co.in) for further details.

#### **B: SCOPE OF WORK:**

The scope of work of the subject EOI covers identification of the Channel Partners on geographically defined parameters, assessment of their capabilities in obtaining & handling of export orders for YIL/erstwhile OFB, drawing of terms & conditions of appointment, yearly assessment of their performance and renewal of contract or otherwise.

- (i) The firms have to submit documents as per the list of enclosures appended below along with all supporting documents.
- (ii) Application for acting as Channel Partners for export of YIL products received directly or through Indian embassies abroad, would be scrutinized by YIL in the context of the list of documents submitted by the firm and in view of the technical bid criteria The services of Indian Missions abroad (for foreign agents) and Intelligence Bureau (for Indian agents) would also be availed (if required) for checking the authenticity of these firms. Similarly.

- (iii) On verification of each such application in the context of the parameters as indicated in (i) above, the application would be considered for export on non-exclusive basis in each geographical location or country on tender basis or for the country as a whole for a limited period of one year.
- (iv) The approval for granting authorization to a firm for promoting YIL products would be done by YIL on the basis of compliance of technical bid.
- (v) Once approved, each of such firm, who would work on agency commission basis, and the Buyer, who would make an outright purchase of YIL product/s for his eventual sale to the End User, would conclude an Agreement, with YIL with regard to duties and responsibilities of both sides. The functioning of the agent would be with effect from the date the Agreement is signed & authorization letter issued by YIL. An authorization letter to a direct Buyer can be issued subject to his signing on Agreement with YIL.
- (vi) The list of such each entities granted Authorization for a year by YIL securing export orders of YIL product/s, and agency service charges / commission basis would be subject to an Annual review based on the parameters of performance for the purpose of taking a decision with regard to extension/renewal of the Agreement or otherwise. However, Authorizations given to a direct Buyer would be valid till he export orders of the YIL product/s secured, executed by him and payment received from him.
- (vii) The firms not satisfying some clauses of Technical Bid Criteria (please refer to the technical bid criteria for more details) and upon submitting proper justification from the firm as to why they want to associate with YIL as Channel Partner, would be issued "Letter of Comfort" for a period of six months and still would be allowed to associate with YIL to do business. After completion of six months, and upon submission of remaining documents, the firm would be issued "Letter of Authorisation" as YIL's Channel Partner for the remaining period.
- (viii) All strategic pricing decision including that of the agency, commission, before quoting to the Facilitator/Agent/Buyer, would be taken by YIL.
- (ix) The payment of firm's service charges / commission would invariably be as per the Reserve Bank of India regulations in vogue and as specified in the agreement. The payment would be on contract to contract basis.

**C: LIST OF ENCLOSURES TO BE SUBMITTED BY FIRM:**

The firms have to submit following documents with their offer:

Sl. No	Documents
1.	Profile of the Company/firm, Copy of Partnership Deed/Articles & Memorandum of Association, as applicable. As a first time purchaser it is mandatory to submit the documents like period of business in defence field, all your essential certificates to do such business or registration with mandatory body in your country or your business status in your country.
2.	Import Export Code (IEC) Number, (GSTN number - if any for Indian agent/firm/Buyer )
3.	Any specific commercial terms?
4.	Undertaking stating that the director(s)/owner or proprietor or partner (as the case may be), is not convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during

	the last five years
5.	An undertaking from the concerned agent/buyer duly notarized stating that the firm/individual has not provided any false information or hidden any negative information in its declaration and has not been banned/debarred from any State Government/ PSU/ National or International Organization for doing business in the past.
6.	Acceptance of the Code of Ethics by the firm (appended below). The Ethics code will be required only for the agents/Buyers/firms and will not be applicable to Govt. Organizations. It will be referred to in all the contracts signed subsequently with the agent/buyer/firm.
7.	Acceptance of the firm/individual that the registration may be cancelled entirely at the risk and cost of the requesting firm/individual at any point of time, if it comes to the knowledge of YIL that any information submitted by the agent/buyer is found to be false and intentionally concealed by the agent/buyer.
8.	Any other relevant information.

#### **D: TECHNICAL BID**

<b>Sl. No</b>	<b>(Read) Parameters</b>
1.	Whether the firm is registered with the appropriate authority as per law of the country. Documentary proof in this regard submitted or not.
2.	A valid Passport of Director of Company or Authorized person submitted or not.
3.	Audited balance sheet of the firm for last 2 (two) years submitted or not i) Firms not having audited balance sheet will be issued "Letter of Comfort" for a period of six months by YIL for promoting YIL products in foreign countries. ii) The firm has to submit audited balance sheet within/after six months. iii) Based on the performance in six months i.e. export orders received from such firms and submission of audited balance sheet the decision of issuing export authorization will be made.
4.	Whether the firm has carried out in the past the task of an agent in the matter of Defence related trading / business on behalf of any End Users and if so whether it has furnished a list of products imported during the last three years through it by his End Users indicating the value against each. Documentary Proof in this regard submitted or not. This condition is "Desirable" and not "Essential"..0 i) YIL will issue "Letter of Comfort" to the firms which do not satisfy this condition for a period of six months. ii) Based on the performance of such firms in six months i.e. export orders received from such firms, the decision of issuing export authorization will be made.
5.	Whether the firm has dealt with YIL or erstwhile OFB in the past and if so, whether the details in this regard submitted or not. This condition is "Desirable" and not "Essential". i) YIL will issue "Letter of Comfort" to the firms which do not satisfy this condition for a period of six months. ii) Based on the performance of such firms in six months i.e. export orders received from such firms, the decision of issuing export authorization will be made.
6.	Whether any criminal cases or civil suits pending against the firm and if so whether the details have been furnished by it? Undertaking stating that the director(s)/owner or proprietor or partner (as the case may be), is not convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years submitted or not.

7.	Undertaking from the concerned agent/buyer duly notarized stating that the firm/individual has not provided any false information or hidden any negative information in its declaration and has not been banned/debarred from any State Government/ PSU/ National or International Organization for doing business in the past submitted or not.
8.	Whether the firm has any contact person/ liaison official in India and if so whether the names and addresses have been furnished or not. This condition is “Desirable” and not Essential.
9.	Justification as to why the firm wants to be appointed by YIL submitted or not. Firms shall submit the detail justification with reasons, list of foreign countries with their network and how their association with YIL will be fruitful by fetching export enquiries/orders to YIL.
10.	Acceptance of the firm/individual that the registration may be cancelled entirely at the risk and cost of the requesting firm/individual at any point of time, if it comes to the knowledge of YIL that any information submitted by the agent/buyer is found to be false and intentionally concealed by the agent/buyer submitted or not.
11.	Profile of the Company/firm, Copy of Partnership Deed/Articles & Memorandum of Association, as applicable. As a first time purchaser it is mandatory to submit the documents like period of business in defence field, all your essential certificates to do such business or registration with mandatory body in your country or your business status in your country submitted or not.
12.	Import Export Code (IEC) Number submitted or not.
13.	(GSTN number – for Indian firms only) submitted or not. This condition is “Desirable” and not “Essential”.
14.	Any specific commercial terms?
15.	Acceptance of the Code of Ethics by the firm submitted or not. The Ethics code will be required only for the agents/Buyers/firms and will not be applicable to Govt. Organizations. It will be referred to in all the contracts signed subsequently with the agent/buyer/firm.
16.	Any other relevant information.

#### **E: EVALUATION OF TECHNICAL BIDS:**

The Technical Bids would be evaluated based on the criteria specified above and the documents provided by the firm.

Offers not complying the Technical Bid would be rejected (Other than the criteria specified in Technical Bid for issuing “Letter of Comfort”)

#### **F: CLARIFICATION OF BIDS**

During evaluation of bids, Chairman and Managing Director may at its discretion, ask the firm for clarification of its Proposal.

#### **G : LANGUAGE OF PROPOSAL:**

The Proposal prepared by the firms, as well as all correspondence and documents to be submitted relating to the Proposal shall be in English only.

- (i) Chairman and Managing Director /YIL reserves the right: -To verify, modify, revise, amend or change any of the terms and conditions mentioned above or to reject any or all the tender/s

without assigning any reason whatsoever thereof or may terminate the EOI process midway without assigning any reason.

- (ii) Chairman and Managing Director /YIL Right to Accept / Reject any or All Bids
- (iii) Chairman and Managing Director /YIL reserves the right to summarily reject an offer received from any agency on national security considerations without any intimation to the firm.
- (iv) It is brought out that information submitted regarding clients for export/import would be kept confidential with YIL. Authorization would be issued only to empanelled firms.

## **H : UNDERTAKING FOR CODE OF ETHICS**

### **General**

1. Whereas the PRESIDENT OF INDIA, represented by Chairman and Managing Director, Yantra India Limited hereinafter referred to as the SELLER and the first party, proposes to export (Name of the Store/ Equipment), hereinafter referred to as Defence Stores, and M/s \_\_\_\_\_, represented by, Mr / Mrs \_\_\_\_\_, Chief Executive Officer(which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the BUYER and the second party, is willing to purchase the stores.

2. Whereas the BUYER is a private company/public company/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the SELLER is a Departmental Organization under Ministry of Defence, Government of India performing its functions on behalf of the President of India.

### **Objectives**

3. Now, therefore, the BUYER and the SELLER agree to enter into this undertaking, hereinafter referred to as Undertaking for Code of Ethics, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

3.1 Enabling the SELLER to export the desired defence stores at the best price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption, and

3.2 Enabling BUYER to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that they will also refrain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by their officials by following transparent procedures.

### **Commitments of the Seller**

4. The Seller Commits itself to the following:-

4.1 The Seller undertakes that no official of the Seller, connected directly or indirectly with the contract, will offer/demand, take a promise for or offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Buyer, either for themselves or for any person, organization or third party

related to the contract in exchange for an advantage in the contract process, price quotation, contracting or implementation process related to the Contract.

4.2 The Buyer will, during the pre-contract stage, will provide all such information to the Seller, which could afford an advantage to the Seller particular in comparison to other Buyers.

4.3 All the officials of the Seller will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

5. In case of any such preceding misconduct on the part of such official(s) is reported by the Seller to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Seller, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Seller and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Seller the proceedings under the contract would not be stalled.

### **Commitments of Buyer**

6. The Buyer commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his offer or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits itself to the following:-

6.1 The Buyer will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Seller, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

6.2 The Buyer further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Seller or otherwise in procuring the Contract or forbearing to do or having done 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 Contractor any other Contract with the Government.

6.3 The Buyer will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

6.4 The Buyer will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.5 The Buyer further confirms and declares to the Seller that the Buyer is the original manufacturer/integrator/ authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Seller or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised

or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

6.6 The Buyer, either while accepting the contract price offer or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Seller or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

6.7 The Buyer shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Seller as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Buyer also undertakes to exercise due and adequate care lest any such information is divulged.

6.8 The Buyer commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

6.9 The Buyer shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

## **7. Previous Transgression**

7.1 The Buyer declares that no previous transgression occurred in the last three years immediately before signing of this undertaking, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India, that could justify Buyer's exclusion from the tender process.

7.2 If the Buyer makes incorrect statement on this subject, Buyer can be disqualified from the contract process or the contract, if already awarded, can be terminated for such reason.

## **8. Validity of the Undertaking**

8.1. The validity of the undertaking will be corresponding to the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later.

8.2 Should one or several provisions of this undertaking turn out to be invalid; the remainder of this undertaking remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

## **9. Company Code of Conduct**

9.1 Buyers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

## **10. Sanctions for Violation**

10.1 Any breach of the aforesaid provisions by the Buyer or any one employed by him or acting on his behalf (whether with or without the knowledge of the Buyer) or the commission of any offence by the Buyer or any one 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 1988 or any other act enacted for the prevention of corruption shall entitle the Seller to take all or any one of the following actions, wherever required:-



- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Buyer. However, the proceedings with the other Buyer (s) would continue.
- (ii) To immediately cancel the contract, if already signed, without giving any compensation to the Buyer.
- (iii) To forfeit all sums already paid by the Buyer to the Seller
- (iv) To cancel all or any other Contracts with the Buyer.
- (v) To ban the Buyer from entering into any bid from the Government of India for a minimum period of five years and not more than ten years at the discretion of the Seller.
- (vi) To recover all sums paid in violation of this undertaking by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- (vii) If the Buyer or any employee of the Buyer or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Seller, or alternatively, if any close relative of an officer of the Seller has financial interest/stake in the Buyer's firm, the same shall be disclosed by the Buyer at the time of requesting for price offer. Any failure to disclose the interest involved shall entitle the Seller to rescind the contract without payment of any compensation to the Buyer.  
The term 'close relative' for this purpose shall include any person related to the party in blood, marriage, kinship who is in a position to exercise undue influence on the Government servant so as to effect decision making.
- (viii) The Buyer shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Seller, and if he does so, the Seller shall be entitled forthwith to rescind the contract and all other contracts with the Buyer. The Buyer shall be liable to pay compensation for any loss or damage to the Seller resulting from such rescission and the Seller shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

10.2 The decision of the Seller to the effect that a breach of the provisions of this undertaking has been committed by the Buyer shall be final and binding on the Buyer, however, the Buyer can approach the arbitration panel for the purposes of this undertaking.

## **11. Examination of Books of Accounts**

In case of any allegation of violation of any provisions of this undertaking or payment of commission, the Seller or its agencies shall be entitled to examine the Books of Accounts of the Buyer and the Buyer shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

## **12. Law and Place of Jurisdiction**

This undertaking is subject to Indian Law. The place of performance and jurisdiction is the seat of the Seller i.e. **the nearest location from the seat of the Seller of a High Court or a Bench of High Court.**

## **13. Other Legal Actions**

The actions stipulated in this undertaking are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

14. The Buyer hereby sign this undertaking at \_\_\_\_\_ on \_\_\_\_\_

( \_\_\_\_\_ )

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

#### **FORMAT FOR CERTIFICATE OF AUTHORISATION**

To,  
\_\_\_\_\_

(Kind Attn.: \_\_\_\_\_)

Yantra India Limited (YIL), India hereby authorizes \_\_\_\_\_, having its office at \_\_\_\_\_ to promote the product / products manufactured by YIL in the following countries as per details given below:

Name of the End User Country	Authorization for	Agreement Type	Period
	YIL products	Non Exclusive	One Year

This authorization is on non-exclusive basis and is provided for a period of one year from the date of issue of the letter and may be renewed / terminated at any point of time, if it comes to the knowledge of YIL that any information submitted by the agent /buyer is found false and intentionally concealed by the buyer, at the sole discretion of YIL.

In case of materialization of any contract for supply of stores during the period of authorization, YIL shall honour the contractual terms till its complete execution.

(Authorized Signatory)

## FORMAT FOR LETTER OF COMFORT

To,

\_\_\_\_\_

(Kind Attn: \_\_\_\_\_)

**Sub:** Letter of Comfort.

With reference to the request from your firm, documents submitted thereafter and the decision of Competent Authority at Yantra India limited (YIL), Letter of Comfort is hereby issued to \_\_\_\_\_ for promoting YIL products in the listed countries by your firm viz. \_\_\_\_\_. This Letter of Comfort is valid for a period of 6 (six) months from the date of its issue. Based on the performance of your firm in six months, i.e. Export orders fetched, decision of issuing Export Authorization will be made by the Competent Authority at YIL.

Kindly note that items already quoted to any country through a different Channel Partner will be excluded from the scope of this Authorization.

In case of materialization of any contract, YIL shall honour the contractual terms till its complete execution.

(Authorized Signatory)

## FORMAT OF AGREEMENT For Exports of Yantra India Limited Products & Services

**BETWEEN**  
Yantra India Limited

**AND**

\_\_\_\_\_

**Date:** \_\_\_\_\_

### **AGREEMENT**

Yantra India Limited is a Govt. of India Enterprise, public sector undertaking, under Ministry of Defence. Yantra India Limited, having its office at Ordnance Factory Ambajhari Estate, Amravati Road, Nagpur – 440021 (MS), India (Hereinafter referred to as -YIL-which expression shall, unless repugnant to the context or the meaning thereof, be deemed to include its successors and permitted assigns)

\_\_\_\_\_ registered in \_\_\_\_\_ having its registered office located at \_\_\_\_\_ acting through its CEO (hereinafter referred to as \_\_\_\_\_, which expression shall, unless repugnant to the context or the meaning thereof, be deemed to include Its successors and permitted assigns)

1. WITNESSETH,

1.1. Whereas Yantra India Limited, a Government of India Enterprise, engaged in the manufacturer of Cartridge Cases, Shells, PINAKA Rocket with POD, 105mm IFG, 120mm and 81mm Mortar, 125mm HE, 130mm HE, 155 mm HE, 30 mm GHASHA, 140 mm Rocket, 84 mm BOXH2A, various Fuze, Magazine, 81 mm HE, T-90 Track Assembly, Hand Grenade Body, castings of Arjun tank, Brake Drum, Various Gun Barrels 105 mm to 155 mm and desires to engage a channel partner for marketing and sales of YIL products (hereinafter referred to as 'PRODUCTS') to Asian Countries, African Countries, Nordic Region Countries, Europe, North America, Gulf Countries(hereinafter referred to as 'TERRITORY') as per details given below.

Name of the End User Country	Authorization for	Agreement Type
	Marketing and sales of YIL products	Non exclusive

1.2. Whereas \_\_\_\_\_ has the necessary contacts and experience in the marketing sales and distribution of the said PRODUCT/S and other similar items in the TERRITORY and elsewhere in the world and are fully conversant with prevailing Rules, Laws and Registrations requirements of the said country/countries;

1.3. Whereas YIL is desirous of granting authorization to \_\_\_\_\_ for the duration of the agreement, to represent YIL in various tenders and enquiries, purchase, market and sell products for and on behalf of YIL, in the TERRITORY on **non-exclusive basis** subject to furnishing of End User Certificates (EUC) and subject to mutually agreed terms and conditions as detailed below:

2. OBLIGATIONS OF M/s \_\_\_\_\_

2.1. \_\_\_\_\_ undertakes to promote market and increase trade volume of the said PRODUCT(S) in the TERRITORY as manufactured by YIL only and would not deal with or promote any products of similar nature of the competitors. \_\_\_\_\_ shall canvass for the sale of PRODUCTS in the TERRITORY and direct all orders received from the customers to THE PRINCIPAL;

2.2. \_\_\_\_\_ undertakes to forward enquires and generate order RFPs of YIL products during the currency of the Agreement for YIL to quote and would put its best effort to promote the sale of products in the designated country.

2.3. \_\_\_\_\_ undertakes not to divulge the information relating to commercial data, technology, design, fabrication, assembly and testing aspects procedures etc., that are not in public domain and exclusively provided by the YIL at any time to any third party without prior written consent from YIL which has disclosed such information.

- 2.4. \_\_\_\_\_ undertakes to ensure compliance with all pertinent law and regulations in the designated country in their applications to this agreement and to obtain all necessary approvals, licences or registrations in connection with this agreement if so required,
- 2.5. \_\_\_\_\_ undertakes not to enter any obligation on behalf of YIL without the prior written consent of YIL.
- 2.6. \_\_\_\_\_ undertakes not to sell/ offer the products of YIL to any other country, other than the designated country for which authorization has been granted, without the prior written consent of YIL;
- 2.7. \_\_\_\_\_ undertakes to arrange to furnish the End User' Certificate (henceforth EUC) and to ensure effective and speedy realization of all payment/s due from the buyer of the designated country;
- 2.8. \_\_\_\_\_ undertakes to ensure that all payments due to YIL are paid in US Dollars / Euro through (a) an irrevocable and confirmed Letter of Credit payable against presentation of Shipping documents opened through and confirmed by an international bank of repute acceptable to YIL as be mutually agreed upon or (b) in advance through (i) swift transfer or (ii) transfer by the lending bank where a buyer's credit has been applied for by the end buyer.
- 2.9. \_\_\_\_\_s shall be responsible for assisting the PRINCIPAL / the Customer depending on specific project requirements, for customs and port clearance, local transportation, labour contracts, clearance and payment of bills and resolution of disputes, intimation of adverse / positive feedbacks in time, with respect to problems in supplies, etc.
- 2.10. \_\_\_\_\_ undertakes to provide all support and assistance to YIL or any YIL team visiting in the designated country for export marketing or in the matter of settlement of any dispute or relating to inspection for repair or replacement of the items sold to the third party through \_\_\_\_\_. However, the cost and expenses that would be incurred in connection with the visits of YIL personnel in the designated country for the above purpose would be borne by YIL;
- 2.11. \_\_\_\_\_ undertakes that it will render assistance to enable YIL to receive its dues in respect of supplies made and related services covered by this Agreement.
- 2.12. \_\_\_\_\_ shall provide itself with, and be solely responsible for, (a) such facilities, employees, and business organization, and (b) such permits, licenses, and other forms of clearance from governmental or regulatory agencies, if any, as it deems necessary for the conduct of its business operations in accordance with this Agreement.
- 2.13. \_\_\_\_\_ shall, at its own expense, and in a manner consistent with the sales policies of the Principal: (a) provide adequate contact with existing and potential customers within the Territory on a regular basis; and (c) assist the Principal in assessing customer requirements for the Products.
- 2.14. \_\_\_\_\_ shall bear the entire cost and expense of conducting its business in accordance with the terms of this Agreement.
- 2.15. \_\_\_\_\_ may bring high end technology from across the World to YIL for production in YIL factories or may bring opportunities to YIL to set up factories (project exports) in the TERRITORY subject to acceptance of YIL to partner with the respective country ministry of defence / related

industries.

### 3. OBLIGATIONS OF YIL

3.1. YIL undertakes to provide price(s) for product(s) on FOB Indian Port basis preferably:

3.2. YIL undertakes to supply the products against purchase orders & EUC/Import Certificate received from the designated country client through \_\_\_\_\_ and accepted by YIL subject to issue of No Objection Certificate (NOC) for export by MOD, Govt. of India. YIL also undertakes to ensure that shipping schedule for products are adhered to as far as possible and product(s) supplied are as specified in the purchase order;

3.3. YIL will supply without charge to \_\_\_\_\_, a reasonable number of copies of its publications, promotional literature, technical data and specification and samples relating to products covered by this Agreement & suitable for use in the designated country and also such other information regarding the products as may reasonably be required from time to time.

3.4. YIL undertakes to ensure timely availability and supply of spares, on commercial basis, necessary to maintain product(s) in good working conditions during the normal average life of the products as per the terms of contract purchase order;

3.5. YIL warrants that the products which are covered by this agreement and delivered-hereunder shall be free of defects in material and workmanship and if found to be defective by the end user, shall be repaired or replaced by YIL at its own expense as per warrantee clause in the contract.

3.6. YIL undertakes to remit to \_\_\_\_\_ its service charges as agreed upon, on case to case basis, at the earliest as and when YIL receives its full payment from the buyer on pro rata basis.

3.7. YIL warrants that when \_\_\_\_\_ Brings ToT or project exports, \_\_\_\_\_ will be entitled to service charges and to be agreed on case to case basis.

### 4. SERVICE CHARGES

On any export order received through \_\_\_\_\_ from the End User, the service charges percentage shall be decided mutually on case to case basis and not exceeding applicable guidelines. The agreed service charges percentage and any other relevant terms and conditions as mutually agreed upon will be put in writing and signed by YIL and \_\_\_\_\_ and honoured by both YIL and \_\_\_\_\_. The service charges payable will be subject to Reserve Bank of India regulations. However, in case a direct order is placed on YIL by \_\_\_\_\_ and not by the End User, \_\_\_\_\_ is not entitled to any service charges payment.

### 5. EXCLUSION

All transactions arising out of direct trade between the respective Government; shall be deemed to be excluded from the purview of this agreement, except those arising out of the marketing effort of \_\_\_\_\_

### 6. CONFIDENTIALTY

\_\_\_\_\_ and YIL will safeguard and treat as confidential all price list, quotations, technical particulars, shipping documents and the products as well as the information acquired in the course of

business to include introductions of local partners in various countries and will not use or disclose the same in any way detrimental to the interest of either party during the continuance of this agreement, or any time thereafter.

## 7. DURATION OF THE AGREEMENT

7.1. This Agreement shall come into force on the date of its execution;

7.2. The duration of this Agreement shall be for a period of ONE years or till the date of completion of all obligations connected with the supplies and payment thereof whichever is later and will be continued thereafter for further period if agreed to in writing by both parties.

7.3 Either party may terminate this Agreement with at least three months' notice in writing. Notwithstanding such termination, the Parties agree to honour their respective commitments and obligations made prior to such termination and to execute Contract/s resulting from them in accordance with this Agreement. No such termination shall relieve the Party of its obligations, which will be renewed prior to such termination, excluding the cases where code of ethics is violated.

7.4 All notices hereunder shall be served by one PARTY to the other by Registered mail, Return Receipt requested to the address herein below and shall be considered as having been received fourteen (14) days after date of posting and Transmission by Fax / Email ID herein below stated:

CHANNEL PARTNER	PRINCIPAL
	YANTRA INDIA LIMITED
Name: _____ Designation: Phone: Fax : Email:	Name: Designation: Phone: Fax: Email :

7.5. The Termination of this agreement can be by either party if the other party is convicted or pleads to a crime or an act of fraud that materially impacts on its performance or its fiduciary duties hereunder, in which event termination may be immediate upon notice.

7.6. Return of Materials: All Confidential Information and other property belonging to the Principal shall remain the property of the Principal and will be immediately returned by Agent upon termination. Agent shall not make or retain any copies of any Confidential Information that may have been entrusted to it.

## 8. FORCE MAJEURE,

8.1. Neither party shall be liable for any damages or losses suffered by the other on account of happenings of any event on which the said parties have no control and which prevent such parties from executing the contractual obligations, such events being not limited to war, hostilities, revolution, civil commotion, strikes, lockouts, closures, epidemics, accidents, fire, winds, floods, shortage of power or raw materials or because any law, order proclamation regulation, ordinance of any Government or any subdivisions thereof, acts of God or any other clause whether of similar or dissimilar nature beyond the reasonable control of the party affected.

8.2. Should one or both the parties be prevented from fulfilling their contractual obligations by a state of force majeure continuously for a period of three months, the two parties should consult each other regarding the future implementation of this Agreement.

8.3. Should YIL become liable to the buyer for having to pay penalty for delayed delivery of products, YIL may appeal to the end user for waiver of the said penalty/charges, with necessary documentary evidence, explaining the reason, and any award made in pursuance thereof by the end user shall be final and binding on YIL. \_\_\_\_\_ will render all possible assistance to YIL for processing of their waiver appeals. YIL will not penalize or make any deductions on its service charges agreed on this account provided no delay is attributable to \_\_\_\_\_. However, for short-shipments and deviations from contract conditions due to reasons beyond YIL's control or Force Majeure conditions, the service charges payment will be proportionate to the amount received by YIL.

## 9. APPLICABLE LAW,

The present Agreement shall be governed by and interpreted in accordance with the laws of the Republic of India.

## 10. DISPUTE RESOLUTION,

Any disputes arising between the Parties hereto out of or in connection with this agreement shall be amicably settled between the Parties. Where the Parties hereto fail to settle the disputes amicably, within ninety (90) days of the written notice of its existence given by either Party to the other, then such dispute shall be settled by arbitration in accordance with the rules of Arbitration of the International Centre of Alternate Dispute Resolution (ICADR), New Delhi, and the award made in pursuance thereof shall be final and binding on the Parties. The arbitration proceedings shall take place in New Delhi and be conducted in the English Language. The arbitration proceedings will be administered by the ICADR. The award may be entered into a court of competent jurisdiction for its execution forthwith.

## 11. MISCELLANEOUS,

11.1. It is agreed that in performing the acts contemplated in this Agreement \_\_\_\_\_ shall act on its own account only and it shall not make any charges or incur expenses to be paid by YIL or act in the name of YIL or sign documents in the name of YIL or issue visiting card in the name of YIL or in any manner other than purpose set forth in this Agreement.

11.2. It is agreed that the present Agreement does not in any way create relationship between the YIL and \_\_\_\_\_ that might be construed as one of the master and servant.

11.3. It is agreed that neither party to this Agreement shall assign or transfer this Agreement to any third party without the prior approval of the other party to this Agreement in writing.

11.4. It is agreed that this Agreement is the final and general terms of understanding between the parties and hence all other previous correspondences and discussions are to be treated as null and void.

11.5. It is agreed that amendments if any to this Agreement or to the schedule may be carried on if



both parties so agree in writing.

11.6. It is agreed to that in the event of any total or partial ban/restraint imposed by the Government with regard to export of the material in relation to areas/countries, sources, agencies and organizations, quality, quantity and period of export for any reason whatsoever, whether statutory or otherwise, or as a result of a policy decision exports being prevented on account of any Force Majeure circumstance beyond YIL's control, YIL shall be entitled to cancel the whole contract or partially suspend without being in any manner liable for such cancellation or suspension and parties shall be discharged of their obligations under the contract.

11.7. In case the agent/channel partner uses any undue influence to secure the agency agreement or any violation of Code of Ethics is proved, YIL will have the right to CANCEL the said agreement without any notice.

In witness whereof, the parties above named have affixed their respective signatures on this

Both signatories are competent to enter this Agreement.

For and on behalf of <b>THE CHANNEL PARTNER</b>	For and on behalf of <b>THE PRINCIPAL</b>
_____	YANTRA INDIA LIMITED
Name: Title: Date :	Name: Title: Date :