

Tel. No. : 272158  
Fax. No. : 272072,272047



Government of India  
Ministry of Defence  
Defence R & D Organisation (DRDO)  
Integrated Test Range  
IMMD & STORES, Chandipur  
PO Chandipur  
Balasore (Odisha) - 756025

### ONLINE INVITATION OF BIDS

#### Invitation of Online Bids for Satellite Modem for VSAT Network

#### Request for Proposal (RFP) for RFP No. ITR/27ATT006/CMS-II dated 02-Jun-2026

1. Online Bids are invited for supply of items listed in Part-V of this RFP as per Two Bid. The online bid (both techno-commercial and price bid) should be uploaded by bidder before the due date and time.
2. The address and contact numbers of sending documents (viz. EMD (Bid Security), Tender Fee, Earnest Money for Integrity Pact and signed Integrity Pact document (if applicable) / Technical Brochure if any) other than techno-commercial and financial bids being submitted in electronic mode or seeking clarification regarding this RFP are given below:
  - a. Queries to be addressed to : **The Director ITR**
  - b. Postal address : **IMMD & STORES, Chandipur  
PO Chandipur  
Balasore (Odisha) - 756025**
  - c. Name and Designation of contact Officer : **Santosh Munda  
Scientist E**
  - d. Telephone No(s) of contact Officer : **+06782 272158**
  - e. Fax number(s) : **272072,272047**
  - f. email-ID of contact Officer : **mmg.itr@gov.in**
3. This RFP is divided into **7 (SEVEN)** parts as follows :
  - i. **Part I (A)** contains **General Information and Instruction for the Bidders** about the RFP such as the time, online submission and opening of Bids, Validity period of Bids, etc. **Part I(B)** contains Tender Acceptance Letter to be filled by the Bidder and uploaded in cover 1.
  - ii. **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 instructions for online submission of Bids. The terms and conditions of **Part II (A) and Part II (B)** which are to be followed for each RFP issued by DRDO are available under Standard Document on [defproc.gov.in](http://defproc.gov.in) and DRDO Website ([www.drdo.org](http://www.drdo.org))
  - iii. **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).
  - iv. **Part IV** contains **Firm /Supplier Qualification Criteria. - Not Applicable for this RFP**
  - v. **Part V** contains **Details of the Store(s) / Service(s) Required** e.g Technical Specifications, Delivery Period, Mode of Delivery, Consignee details, etc.
  - vi. **Part VI** contains **Evaluation Criteria Of BIDS**
  - vii. **Part VII** contains **Format of Price Bid**. Price bid needs to be filled and uploaded as per Supplied Format 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 instant procurement 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 ITR 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,

for The Director ITR  
For & on behalf of President of India







Government of India  
Ministry of Defence  
Defence R&D Organisation (DRDO)  
Integrated Test Range, Chandipur  
Balasore

Date: 02<sup>nd</sup> Jun 2026

### Online Invitation of Bids

(Bids are invited from Global Firms)

Invitation of Online Bids for Supply of:

**Satellite Modem for VSAT Network**

Tender / Request for Proposal (RFP) Reference No.

**ITR/27ATT006/CMS-II**

Tender / RFP Due Date:

**29<sup>th</sup> Jun 2026**

- 1) Online Bids are invited for supply of items listed in Part-V of this RFP as per **Two Bid System**. The online bid (both Techno-commercial and price bid) should be uploaded by the bidder before the due date and time. Date and Time for uploading of the Bids **29<sup>th</sup> Jun 2026 at 13:00 Hours**.

For participating in the above tender through e-tendering process, the bidders shall have to get themselves registered for e-publishing at Defence e-Procurement Portal <https://eprocure.gov.in> and get user ID, password, Class-3 digital signature is mandatory to participate in the e-tendering. Refer Part-II(B) of this RFP, for further details.


- 2) The address and contact numbers for sending documents (viz. EMD (Bid Security), Tender Fee, Earnest Money for Integrity Pact and signed Integrity Pact document (if applicable) / Technical Brochure (if any) other than techno-commercial and financial bids being submitted in electronic mode or seeking clarifications regarding this RFP are given below:

a)	Bids / Queries to be addressed to	The Director, ITR
b)	Postal address	Integrated Material Management Division (IMMD), Integrated Test Range, Chandipur-756025
c)	Name & Designation of the Contact Officer	Shri Pankaj Gupta, Sc 'G', GD IMMD
d)	Telephone number(s) of the Contact Officer	06782-274113
e)	Fax number(s)	06782-272072
f)	e-mail ID of Contact Officer	mmg.itr@gov.in

**SIGNATURE OF BIDDER**

**SEAL OF COMPANY**



3)	This RFP is divided into <b>VII</b> parts as follows:	
	Part-I (A)	<b>General Information</b> and Instructions for the Bidders about the RFP such as the time, online submission and opening of bids, Validity period of bids, etc.
	Part I (B)	Tender Acceptance Letter to be filled by Bidder and uploaded in cover-1.
	Part-II (A)	<b>Standard Terms and Conditions</b> 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)	Instructions for online submission of Bids.
	Part-III	<b>Special Terms and Conditions</b> applicable to this RFP and which will also form part of the Contract with the successful Bidder(s).
	Part-IV	Vendor Qualification Criteria
	Part-V	<b>Details of the Store(s) / Service(s)</b> required e.g. Technical Specifications, Delivery Period, Mode of Delivery, Consignee details etc.,
	Part-VI	<b>Evaluation criteria of the Bids.</b>
	Part-VII	<b>Format of Price Bid.</b> Price bid needs to be filled and uploaded as per Supplied Format only.
4.	Bids are invited from <b>Global Bidders</b> .	
5.	This RFP is being issued with no financial commitment and the Buyer reserves the right to cancel the procurement process at any stage and accept or reject any bid, fully or partially, without assigning any reasons. The Buyer also reserves the right to disqualify any vendor, should it be necessary, at any stage on grounds of National Security.	
6.	You may contact the Director of the Lab [postal address given in 2(b) above] for any grievances 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.	
7.	The authorized signatory of the bidder should be shown to have been so authorized by the Resolution of the Board of Directors of the Company of the Bidder or duty authorized by the Memorandum/ Article of Association of the Company along with supporting documents for the same.	
		Yours sincerely
		
		For Director ITR Chandipur <b>For &amp; On behalf of President of India</b>

## Part-I (A) General Information and Instructions

1. **Pre-bid Conference:** **Applicable / Not Applicable**
2. **Last Date and Time for Uploading the Bids:**  
On **29<sup>th</sup> Jun 2026** at **13:00** Hours. The online Bid (both Techno-Commercial and Price bid, in case of two bids system) should be filled and uploaded by the due date and time. The responsibility to ensure this lies with the Bidder.
3. **Location of the Tender Box:** **ITR, CHANDIPUR, BALASORE**  
(for receipt of documents such as EMD (Bid Security), Tender Fee, Earnest Money for Integrity Pact and signed Integrity Pact document (if applicable) / Technical Brochure, catalogues if any, other than techno-commercial and financial bids being submitted in electronic mode).
4. **Manner of Uploading the Online Bids:**  
Bids (both Techno-Commercial and Price bid, in case two bids system) are required to be submitted online on Defence e-Procurement Portal <https://defproc.gov.in>. Bids sent by FAX or e-mail will be considered.
5. **Time and Date for Opening of Bids:**  
(a) Bids will be opened **online** on **30<sup>th</sup> Jun 2026 at 14:00** Hours.  
(b) If due to any exigency, the due date for opening of the bids is declared as 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. **(a) Place of Opening of the Bids:** **IMMD, ITR CHANDIPUR, BALASORE**  
Bids will be opened **online** only.  
**(b) Marking of Bids:**  
Envelope containing 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.
7. **Procedure for Submission of Bid:**  
(a) Bids would be submitted as per standard online e-procurement procedure for **Two Bid System**. The original tender fee, EMD instrument (if applicable), Earnest Money for Integrity Pact and signed Integrity Pact document (if applicable) / Technical Brochure, if any should be sent in an envelope duly marked with tender reference no. and addressed to **The Director, ITR, Chandipur** on or before **"Bid submission end date and time"**.  
(b) In case **Original tender fee and EMD instrument** (if applicable) are not received on or before "techno-commercial bid opening date and time", bid of such bidders will summarily be rejected.
8. **Forwarding of Bids:**  
Bids should be submitted by Bidders **ONLINE** only, under the firm's memo / letter pad inter alia furnishing details like GSTIN number, Bank address with NEFT Account if applicable, etc. and complete postal and email address of firm's office failing which the bid would not be considered.

SIGNATURE OF BIDDER



SEAL OF COMPANY

9.	<b>Clarification Regarding Contents of the RFP:</b> A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications at least 07 (Seven) days prior to the date of opening of the Bids. Copies of the query and clarifications by the Purchaser/Buyer will be sent to all prospective bidders who received the bidding document from the lab and would be posted on the website
10.	<b>Indian firms need to quote only in Indian Rupees:</b> Bidders must submit Quotation pertaining to them only.
11.	<b>Validity of Bids:</b> The Bids should remain valid for 120 days from the last date of submission of Bids.
12.	<b>Modification and Withdrawal of Bids:</b> If a bidder intent to modify or withdraw his Bid after online submission, it can be done through selection of appropriate option available on the <b>Defence e-Procurement Portal</b> .
13.	<b>(A) Earnest Money Deposit (Bid Security): <u>Applicable / Not-Applicable*</u></b> (i) Bidders are required to upload the scanned copy of Earnest Money Deposit (EMD) instrument, in favour of The Director, Integrated Test Range, Chandipur, for amount of <b>₹ 16,63,292/-</b> in Indian Rupee (for indigenous bidders) OR <b>USD 17,508</b> (for foreign bidders) only along with their 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. (ii) 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. EMD is to remain valid for a period of <b>45</b> (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. (iii) 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 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 and a Bid Security Declaration as given in subsequent clause. 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. (iv) <b>Bid Security Declaration in lieu of EMD:</b> Bidders may submit a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of <i>up to 2 years</i> from being eligible to submit Bids for contracts with the any procuring entity of DRDO. (v) <b>Format for Bid Securing Declaration:</b> We accept that if we withdraw or modify Bids during the period of validity, or if we are awarded the contract and fail to sign the contract, or fail to submit a Performance Security Bond (PSB) before the deadline defined in this bids document, we will be suspended for the period of <b>Two (2) year</b> from being eligible to submit Bids for contracts with any procuring entity of DRDO. In case <b>original Tender Fees and EMD instrument</b> (if applicable) are not received on or before <b>"techno-commercial bid opening date and time"</b> , bid of such vendors will summarily be rejected.



14.	<b>Clarification Regarding Contents of the Bids:</b> During evaluation of bids, the Buyer may, at his discretion, ask the bidder for clarification on the 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.														
15.	<b>Rejection of Bids:</b> 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 the Bid.														
16.	<b>Unwillingness to Quote:</b> Bidders unwilling to quote in case of limited bidding mode should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the bidder will be treated as "Default-Bidder". The detail of such Default-Bidder is uploaded in the "Defaulter Vender Data Base" maintained at DRDO-HQ level. Once the Bidder/Vender becomes <b>three times</b> default, then such Bidder/Vender will become <b>in-eligible</b> to receive any kind of tender enquiries from any of the Procurement Units of DRDO for a period of <b>one (1) year</b> .														
17.	Bids of debarred / blacklisted firms will not be considered for evaluation.														
18.	<b>Document to be submitted with Techno-commercial Bid:</b> The following documents are to be furnished by the Bidder in <b>COVER-1</b> along with Technical Bid as per the tender document: <table border="1"> <tr> <td>(a)</td><td>Signed and Scanned copy of appropriate valid company registration certificate or partnership deed (if applicable), experience certificate as required, PAN No and Tender Acceptance Letter as per Part-I (B).</td></tr> <tr> <td>(b)</td><td>Signed and scanned copy of previous three years Income-tax / GSTIN / Affidavit of partnership firm. If not applicable kindly upload a PDF document indicating Not Applicable.</td></tr> <tr> <td>(c)</td><td>Scanned copy of instrument used to provide Tender Fee and Earnest Money Deposit or Proof of Registration with DRDO / MoD / NSIC etc.</td></tr> <tr> <td>(d)</td><td>Signed and Scanned Copy of the Make and Model of all the systems, sub systems and additional items as mentioned in the Techno Commercial Bid.</td></tr> <tr> <td>(e)</td><td>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.</td></tr> <tr> <td>(f)</td><td>Scanned Copy of Performa of End User Certificate for Export License (if applicable). If not applicable kindly upload a PDF document indicating Not Applicable.</td></tr> <tr> <td>(g)</td><td>Scanned Copy of EMD Instrument / <del>Bid Security Declaration</del>.</td></tr> </table> <p>Note: The <b>original Tender Fees and EMD Instrument / Bid Security Declaration</b> along with complete technical details such as Brochures, catalogues and write-ups if any should also be sent by speed post / courier in an envelope, addressed to The Director ITR, Chandipur, Balasore, 756025 positively on or before "<b>Bid submission end date</b>".</p>	(a)	Signed and Scanned copy of appropriate valid company registration certificate or partnership deed (if applicable), experience certificate as required, PAN No and Tender Acceptance Letter as per Part-I (B).	(b)	Signed and scanned copy of previous three years Income-tax / GSTIN / Affidavit of partnership firm. If not applicable kindly upload a PDF document indicating Not Applicable.	(c)	Scanned copy of instrument used to provide Tender Fee and Earnest Money Deposit or Proof of Registration with DRDO / MoD / NSIC etc.	(d)	Signed and Scanned Copy of the Make and Model of all the systems, sub systems and additional items as mentioned in the Techno Commercial Bid.	(e)	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.	(f)	Scanned Copy of Performa of End User Certificate for Export License (if applicable). If not applicable kindly upload a PDF document indicating Not Applicable.	(g)	Scanned Copy of EMD Instrument / <del>Bid Security Declaration</del> .
(a)	Signed and Scanned copy of appropriate valid company registration certificate or partnership deed (if applicable), experience certificate as required, PAN No and Tender Acceptance Letter as per Part-I (B).														
(b)	Signed and scanned copy of previous three years Income-tax / GSTIN / Affidavit of partnership firm. If not applicable kindly upload a PDF document indicating Not Applicable.														
(c)	Scanned copy of instrument used to provide Tender Fee and Earnest Money Deposit or Proof of Registration with DRDO / MoD / NSIC etc.														
(d)	Signed and Scanned Copy of the Make and Model of all the systems, sub systems and additional items as mentioned in the Techno Commercial Bid.														
(e)	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.														
(f)	Scanned Copy of Performa of End User Certificate for Export License (if applicable). If not applicable kindly upload a PDF document indicating Not Applicable.														
(g)	Scanned Copy of EMD Instrument / <del>Bid Security Declaration</del> .														
19.	<b>Price Bid to be uploaded in COVER-2.</b> Price bid as per format uploaded in Defence e-Procurement Portal by Buyer (OR) as per format given at Part-VI.:														

SIGNATURE OF BIDDER



SEAL OF COMPANY

## Part-I (B) Tender Acceptance Letter (e-Procurement)

Date:

To

The Director  
Integrated Test Range, Chandipur-756025

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

Ref: a) Tender Reference No &amp; ID:

b) Name of Tender / Work:

Dear Sir,

- 1) I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender / Work' from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
- 2) I / We hereby certify that I / We have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), (duly filled Compliance table(s) attached) which will form part of the contract agreement and I / We shall abide hereby by the terms / conditions / clauses contained therein.
- 3) The corrigendum(s) issued from time to time by your department / organizations related to this tender too have also been taken into consideration, while submitting this acceptance letter.
- 4) I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
- 5) I / We hereby undertake to respond to the "techno-commercial queries" (if any) which will be communicated by TCEC/Lab to our email id \_\_\_\_\_ or to our Fax No: \_\_\_\_\_ ( Fax No with STD Code) within the time limit set by TCEC without fail.  
I / We hereby agree that failure to respond for queries raised by TCEC within the set time limit will call for rejection of our bid/offer apart from I / We will be treated as "Default-Bidder".
- 6) I / We do hereby declare that our firm / company has not been blacklisted / debarred by any Govt. Department / Public Sector undertaking and there is no enquiry going on by CBI / ED / Any other Govt. agency against us.
- 7) I / We hereby agree that the Terms & Conditions of SO / Contract will be followed without any deviation, in case SO / Contract is placed on us after due procurement process, failing which I / We will be treated as "Default-Bidder".  
I / We also aware that the detail of such Default-Bidder is being uploaded in the "Defaulter Vender Data Base" maintained at DRDO level. Once the Bidder/Vender becomes **three times** default, then such Bidder/Vender will become **in-eligible** to receive any kind of tender enquiries from any of the Procurement entity of DRDO for a period of **one (1) year**.
- 8) I / We certify that all information furnished by our firm / company is true & correct and in the event that the information is found to be incorrect / untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



**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 Contract, the date of acceptance of the Contract would be deemed as effective date or as agreed by both the parties. 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 by both the parties. 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 the following applicable provision::
  - a) **For Central and State PSEs:** In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s), such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRC) as per provisions of Department of Public Enterprises OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended.
  - b) **For Defence PSUs:** The case of arbitration shall be referred to the Secretary Defence (R&D) for the appointment of arbitrator(s) and proceedings.
  - c) **For other Firms:** 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."



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

**5. Agents / Agency Commission:**

"The Seller confirms and declares to the Buyer that the Seller has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/ firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% above (i) MCLR (Marginal Cost of Funds based Lending Rate) declared by RBI pertaining to SBI for Indian bidders, and (ii) London Inter Bank Offered Rate (LIBOR)/ EURIBOR for the foreign bidders. The applicable rates on the date of opening of bid 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 performing certain services on their behalf. The Seller is required to disclose full details of any such person, party, firm or institution engaged by them for marketing of their equipment in India, either on a country specific basis or as a part of a global or regional arrangement. These details should include the scope of work and responsibilities that have been entrusted with the said party in India. If there is noninvolvement of any such party then the same also is communicated in the offers specifically.



Or

The information is to be submitted as per the format at DRDO.SA.01. Without prejudice to the obligations of the vendor as contained in various parts of this document, appointment of an Agent by vendors will be subjected to the following conditions:

- a) Details of all Agents will be disclosed at the time of submission of offers and within two weeks of engagement of an Agent at any subsequent stage of procurement.
- b) The Seller is required to disclose termination of the agreement with the Agent, within two weeks of the agreement having been terminated.
- c) Buyer /MoD reserves the right to inform the Seller at any stage that the Agent so engaged is not acceptable whereupon it would be incumbent on the Seller either to interact with Buyer / MoD directly or engage another Agent. The decision of Buyer /MoD on rejection of the Agent shall be final and be effective immediately.
- d) All payments made to the Agent 12 months prior to tender submission would be disclosed at the time of tender submission and thereafter an annual report of payments would be submitted during the procurement process or upon demand of the Buyer / MoD.
- e) The Agent will not be engaged to manipulate or in any way to recommend to any functionaries of the Govt. of India, whether officially or unofficially, the award of the contract to the Seller or to indulge in corrupt and unethical practices.
- f) The contract with the Agent will not be a conditional contract wherein payment made or penalty levied is based, directly or indirectly, on success or failure of the award of the contract.
- g) On demand, the Seller shall provide necessary information/inspection of the relevant financial documents/information, including a copy of the contract(s) and details of payment terms between the Seller and the Agent engaged by him.
- h) If the equipment being offered by the Seller has been supplied /contracted with any organization, public/private in India, the details of the same may be furnished in the technical as well as commercial offers. The Sellers are required to give a written undertaking that they have not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid to any other Ministry/Department of the Government of India and if the similar system has been supplied at a lower price, then the details regarding the cost, time of supply and quantities be included as part of the commercial offer. In case of non disclosure, if it is found at any stage that the similar system or subsystem was supplied by the Seller to any other Ministry/Department of the Government of India at a lower price, then that very price, will be applicable to the present case and with due allowance for elapsed time, the difference in the cost would be refunded to the Buyer, if the contract has already been concluded. Following details are also to be submitted in the Techno-Commercial bid:
  - i) Name of the Agent
  - ii) Agency Agreement between the Seller and the agent giving details of their contractual obligation
  - iii) PAN Number, name and address of bankers in India and abroad in respect of Indian agent
  - iv) The nature and scope of services to be rendered by the agent and
  - v) Percentage of agency 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 use of undue influence and/or employment of agent 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.

SIGNATURE OF BIDDER

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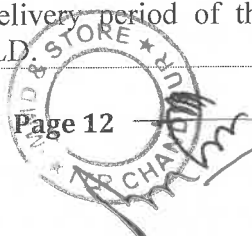
8.	<p><b>Handling of Classified Information by Indian Licensed Defence Industry:</b></p> <p>Any classified document / information / equipment being shared with Indian Licensed Defence Industries will be protected / handled to prevent unauthorized access as per provisions of Chapter 5 of Security Manual for Indian Licensed Defence Industries issued by MoD (Department of Defence Production).</p>														
9.	<p><b>Withholding of Payment:</b></p> <p>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.</p>														
10.	<p><b>Liquidated Damages (LD):</b></p> <p>The Buyer may deduct from the Seller, as agreed, liquidated damages at the rate of <b>0.5%</b> per week or part thereof, of the total cost (including elements of GST, freight/transportation and other variations like PVC/ERV, etc.) of the delayed stores which the Seller has failed to deliver within the period agreed for delivery in the contract. LD can also be levied on the Seller on the total cost (including elements of GST, freight/transportation and other variations like PVC/ERV, etc.) of the stores supplied partially within the scope of the order/ contract that could not be put to use due to late delivery of the remaining stores. <b>The maximum quantum of LD would be 10% of the total order value.</b></p>														
11.	<p><b>Termination of Contract:</b></p> <p>The Buyer shall have the right to terminate the Contract in part or in full in any of the following cases:-</p> <table> <tr> <td>a)</td><td>The store / service is not received / rendered as per the contracted schedule(s) and the same has not been extended by the Buyer.</td></tr> <tr> <td colspan="2" style="text-align: center;"><b>Or</b></td></tr> <tr> <td></td><td>The delivery of the store/service is delayed for causes not attributable to Force Majeure for more than <b>01 months</b> after the scheduled date of delivery and the delivery period has not been extended by the Buyer.</td></tr> <tr> <td>b)</td><td>The delivery of store/service is delayed due to causes of Force Majeure by more than <b>06 months</b> provided Force Majeure clause is included in the contract and the delivery period has not been extended by the Buyer.</td></tr> <tr> <td>c)</td><td>The Seller is declared bankrupt or becomes insolvent.</td></tr> <tr> <td>d)</td><td>The Buyer has noticed that the Seller has violated the provisions of use of undue influence and / or employment of agent to obtain the Contract.</td></tr> <tr> <td>e)</td><td>As per decision of the Arbitration Tribunal.</td></tr> </table>	a)	The store / service is not received / rendered as per the contracted schedule(s) and the same has not been extended by the Buyer.	<b>Or</b>			The delivery of the store/service is delayed for causes not attributable to Force Majeure for more than <b>01 months</b> after the scheduled date of delivery and the delivery period has not been extended by the Buyer.	b)	The delivery of store/service is delayed due to causes of Force Majeure by more than <b>06 months</b> provided Force Majeure clause is included in the contract and the delivery period has not been extended by the Buyer.	c)	The Seller is declared bankrupt or becomes insolvent.	d)	The Buyer has noticed that the Seller has violated the provisions of use of undue influence and / or employment of agent to obtain the Contract.	e)	As per decision of the Arbitration Tribunal.
a)	The store / service is not received / rendered as per the contracted schedule(s) and the same has not been extended by the Buyer.														
<b>Or</b>															
	The delivery of the store/service is delayed for causes not attributable to Force Majeure for more than <b>01 months</b> after the scheduled date of delivery and the delivery period has not been extended by the Buyer.														
b)	The delivery of store/service is delayed due to causes of Force Majeure by more than <b>06 months</b> provided Force Majeure clause is included in the contract and the delivery period has not been extended by the Buyer.														
c)	The Seller is declared bankrupt or becomes insolvent.														
d)	The Buyer has noticed that the Seller has violated the provisions of use of undue influence and / or employment of agent to obtain the Contract.														
e)	As per decision of the Arbitration Tribunal.														
12.	<p><b>Notices:</b></p> <p>Any notice required or permitted by the Contract shall be written in English language and may be delivered personally or may be sent by FAX or registered pre-paid mail / airmail, addressed to the last known address of the party to whom it is sent.</p>														
13.	<p><b>Transfer and Sub-letting:</b></p> <p>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.</p>														



14.	<p><b>Use of Patents and other Industrial Property Rights:</b></p> <p>The prices stated in the Contract/ SO 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.</p>
15.	<p><b>Amendments:</b></p> <p>No provision of the Contract / SO 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 / SO.</p>
16	<p><b>Pricing:</b></p> <p><b>For Indigenous Bidders:</b></p> <p>This is local Purchase order, price must be quoted on FOR ITR basis in India Rupees only including handling, packing forwarding and all other charges. GST must be show separately at the applicable rate. Quotation indicating “taxes inclusive” are liable to be rejected.</p> <p><b>For Foreign Bidders:</b></p> <p>The firm should quote both CIP or CIF basis. Procedure for cost comparison is detailed in para-2 of Part-VI of this RFP.</p>
17.	<p><b>Taxes and Duties:</b></p> <p>Bidders are required to indicate statutory taxes and duties correctly as per the price bid format and no column of taxes and duties has to be left blank. Rate (%) of taxes as applicable are to be filled up with ‘0’ (Zero), ‘positive numerical values’ or ‘Not applicable’ in the price bid as asked for in the RFP. If any column of taxes and duties as reflected in RFP is not applicable and intentionally left blank, the reason for the same has to be clearly indicated in the remarks column.</p> <p><b>(A) In respect of Foreign Bidders:</b></p> <p>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.</p> <p><b>(B) In respect of Indigenous Bidders:</b></p> <p>(i) <b>General</b></p> <p>(a) If the quoted prices exclude GST / Local Tax or any other Statutory Duties/Taxes, the same must be pacifically 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.</p> <p>(b) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.</p> <p>(c) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm that duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring any request for change of duty/tax at a later date due to any reason whatsoever.</p>



	<p>(d) Any addition to duty/tax and change in any duty/tax upward/downward as a result of any statutory variation in duty/tax taking place within contract terms shall be allowed to the extent of actual quantum of such variation of duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc., if any, obtained by the Seller.</p> <p>e) TDS as per Income Tax Rules will be deducted and a certificate to that effect will be issued by the Buyer/ Buyer's paying authority.</p>
(ii)	<p><b>Customs Duty</b></p> <p>Custom duty exemption Certificate will not be issued by the Buyer for components/ raw material imported by the Bidder. Bidder shall quote amount inclusive of Custom Duty as applicable.</p>
(iii)	<p><b>GST</b></p> <p><del>(a) DRDO is a public funded research institution and has been given provision of concessional GST payment under Notification No. 47/2017 Integrated Tax (Rate) dtd 14 Nov 2017 &amp; Notification No. 45/2017 Central Tax (Rate) dtd 14 Nov 2017 as amended as per the description of stores and conditions thereon.</del></p> <p><del>(b) The successful bidder would be issued Concessional GST Certificate, if applicable, by the Buyer under the said notification as decided during tender negotiation and to be issued to Firm/Vendor before raising the invoice for procurement of goods against the Contract.</del></p> <p><del>(c) Bidders may note that Concessional GST Certificate would be issued ONLY in favour of beneficiary of the Contract.</del></p> <p><del>(d) Unless otherwise specifically agreed to in terms of the Contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of GST on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.</del></p>
(iv)	<p><b>Octroi Duty &amp; Local Taxes:</b></p> <p>(a) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of Town Duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such exemption only on production of such exemption certificate from any authorized officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/ Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.</p> <p>(b) In case where the Municipality or other local body insists upon payment of these duties or taxes, the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. After the issue of exemption certificate by the Buyer, the Seller may get the reimbursement from the local authority.</p>
18.	<p><b>Denial Clause:</b></p> <p>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.</p> <p>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.</p>





19. **Pre-Contract Integrity Pact Clause: Applicable-/ Not-applicable\***

{Note to lab: Attach Annexure B with this RFP, if this clause is selected}

An "Integrity Pact" would be signed between the Ministry of Defence/ Buyer and the Bidder and the Bidder shall be asked to deposit Rs. \_\_\_\_ crore as Earnest Money Deposit (EMD), in favour of The Director ITR CHANDIPUR, BALASORE, in the form of appropriate Bank Guarantee (from a first class bank of international repute confirmed by the State Bank of India in case of foreign Seller). This EMD would be submitted by the Bidder along with Integrity Pact (IP) (as per format at Annexure 'B') at the time of submission of bid in a separate envelope clearly marked as 'IP and EMD' put together in an envelope containing the bid. This is a binding agreement between the Buyer and the Bidders for specific contracts in which the Buyer promises not to accept bribes during the procurement process and Bidders promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the Buyer to carry out the procurement in a specified manner. The essential elements of the Pact are as follows::

- a) A pact (contract) between the Government of India (Ministry of Defence) (the authority or the "Principal") and firms submitting a bid for this specific activity (the "Bidder");
- b) An undertaking by the Principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal proceedings in case of violation;
- c) A statement by each Bidder that they have not paid, and will not pay, any bribes;
- d) An undertaking by each Bidder to disclose all payments made in connection with the Contract in question to anybody (including agents and other middlemen as well as family members, etc., of officials); the disclosure would be made either at the time of submission of Bids or upon demand of the Principal, especially when suspicion of a violation by that Bidder emerges;
- e) The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- f) Undertaking on behalf of a Bidding company will be made "in the name and on behalf of the company's Chief Executive Officer".
- g) Any or all of the following set of sanctions could be enforced for any violation by a Bidder of its commitments or undertakings:
  - (i) Denial or loss of contracts;
  - (ii) Forfeiture of the EMD, Performance Security Bond (PSB) and Warranty Bond (WB);
  - (iii) Liability for damages to the Principal and the competing Bidders; and
  - (iv) Debarment of the violator by the Principal for an appropriate period of time.
- h) Bidders are also advised to have a company code of conduct clearly rejecting the use of bribes and other unethical behavior and compliance program for the implementation of the code of conduct throughout the company.
- i) The draft Pre-Contract Integrity Pact is attached as Annexure 'B'. The Bidders are required to sign the pact and submit it separately along with the Techno-Commercial and Price bid."

Particulars of Independent External Monitors (IEMs) appointed by MoD for this Pact in consultation with the Central Vigilance Commission are as under:

Sl. No.	Name of IEM	e-mail id of IEM



20.	<p><b>Undertaking from the Bidders:</b></p> <p>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.</p>
21.	<p><b>Liability Clause:</b></p> <p>a) Any damage caused to the property or suffered by the personnel of Buyer during the execution of Contract shall remain the liability of the Buyer. Such liability shall be fixed on Seller in case of grossly negligent act or omission on the part of Seller.</p> <p>b) This provision is limited to the relations between the Parties. It is without prejudice to the rights and actions to which the victims of damage, or any Social Security Organizations could prevail themselves legally.</p> <p>c) Either party would provide reasonable assistance to resolve the claim of other Party to mitigate loss or damage.</p> <p>d) Neither, the Seller shall be liable to the Buyer, nor shall the Buyer be liable to the Seller for any immaterial, punitive, indirect, special, incidental, or consequential loss or damage. This will hold good irrespective of whether such liability is based or claimed to be based on any breach of a Party's obligation under the Contract, or any negligent act or omission of a Party, its employees, servants, appointed representatives, sub-contractor or professional consultants, or such liability arises otherwise out of or in connection with the Contract.</p> <p>e) The Buyer shall not be liable for any compensation in any manner to the Seller for whatsoever reason.</p> <p>f) The Seller shall be liable to the Buyer for any compensation in any manner for whatsoever reasons for a sum not exceeding value of the Contract.</p>
22.	<p><b>Risk and Expense Purchase:</b></p> <p>In case Seller fails to honor the contractual obligations within the stipulated delivery period and as amended, Buyer may procure the said contracted goods/services through a fresh supply order/contract and the defaulting Seller has to bear the excess cost incurred, if any</p>
23.	<p><b>INCOTERMS for Delivery and Transportation (for Foreign Bidders only):</b></p> <p>Unless otherwise specifically agreed to by the Buyer and the Seller and incorporated in the Contract, the applicable rules and regulations for transportation of goods from foreign countries will be as per the contemporary version of International Commercial Terms (INCOTERM 2020) evolved by International Chamber of Commerce, Paris.</p>





## Part-II (B) Instructions for Online Bid Submission

1. The bidders are required to submit soft copies of their bids electronically on the Defence e-Procurement Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Defence e-Procurement Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Defence e-Procurement Portal.
2. More information useful for submitting online bids on the Defence e-Procurement Portal may be obtained at: <https://defproc.gov.in/nicgep/app>.

**(A) Registration:**

1. Bidders are required to enroll on the e-Procurement module of the Defence e-Procurement Portal (URL: <https://defproc.gov.in/nicgep/app>) by clicking on the link "Online bidder Enrollment" on the Defence e-Procurement 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 Defence e-Procurement 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.

**(B) Searching for Tender Documents:**

- i) There are various search options built in the Defence e-Procurement 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 Defence e-Procurement Portal.
- ii) 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 Defence e-Procurement Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- iii) 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 Help desk.



**(C) Preparation of Bids:**

- |      |  |
|------|--|
| i)   | Bidder should take into account any corrigendum published on the tender document before Submitting their bids.   |
| ii)  | 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.   |
| iii) | 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.   |
| iv)  | 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. |

**(D) Submission of Bids:**

- |    |   |
|----|---|
| a) | 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  |
| b) | The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.  |
| c) | Bidder has to select the payment option as "offline" to pay the EMD as applicable and enter details of the instrument. Tender Fee can be paid through offline mode.   |
| d) | 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.   |
| e) | 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 format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (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. |
| f) | 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.   |

SIGNATURE OF BIDDER



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g)	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.
h)	The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
i)	Upon the successful and timely submission of bids (i.e., 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.
j)	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.

**(E) Assistance to Bidders:**

a	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.
b	Any queries relating to the process of online bid submission or queries relating to Defence e-Procurement Portal in general may be directed to the 24x7 Defence e-Procurement Portal Helpdesk

SIGNATURE OF BIDDER



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## Part-III Special Terms and Conditions

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

1. **Apportionment of Quantity: Applicable / Not-applicable\***

(a) ~~Buyer reserves the right to apportion the quantity among 2 (two) bidders in the ratio of 60 : 40 (Sixty : Forty) starting from Lowest Bidder (L1) and proceeding to Next Higher Bidder and so on subject to their consent to meet the L1's rates as well as terms and conditions, as negotiated. The bidders are requested to submit the price bid catering the need of apportioned quantity as well as total quantity, else the unit cost of the store(s) for total quantity will be considered for the apportioned quantity while evaluating the bid."~~

(b) ~~Buyer reserves the right to grant the above apportionment of quantity between L1 & L2 (or next higher bidder and so on...), if the rates quoted by L1 and L2 (or next higher bidder and so on...) are within a margin of 15%.~~

~~e.g. L1 rate is Rs.100/. The rate of L2 (or next higher bidder and so on...) must be above Rs.100 and below Rs.115/ in order to be eligible for apportionment of quantity as per ratio indicated in RFP.~~

2. **Performance and Warranty Bond(s):**

a **Performance Security Bond (PSB):** Performance Security Bond should be for an amount equal to **5% of the total Supply Order / Contract value (\*\*)** (inclusive of taxes and duties) in favour of The Director, Integrated Test Range, Chandipur for safeguarding the Buyer's interest in all respects during the currency of the contract. In case the execution of the contract is delayed beyond the contracted period and the Buyer grants the extension of delivery period, with or without liquidated damages, the Seller must get the Bond revalidated, if not already valid. The specimen of bond can be provided on request.

(i) PSB must remain valid for a period of sixty days beyond the date of delivery period. Indemnity bond may be accepted only from Government Department/DPSUs/PSUS in lieu of BG towards Advance Payment BG, Performance/ Warranty Bank Guarantee.

(ii) The validity of PSB must be extended wherever the extension of Delivery Period is granted by Buyer and the same must be valid for a period of sixty days beyond the date of such extended delivery period.

(iii) The successful bidder would be required to submit the Performance Security Bond (PSB) as asked by the ITR, Chandipur. In the event of the Seller's failure to submit the BGs within 30 days of receipt of Supply Order / signing of the Contract, the buyer may deduct from the seller as agreed, a sum of 0.5% of the value of the BG for every week or part thereof of delay as LD as per provision of para 10 of Part-II(A). Beyond 60 days, ITR, Chandipur shall cancel the Supply Order/Contract and impose a penalty equivalent to an EMD amount as mentioned in the RFP or appropriate action would be taken as provision of para 2(h) of Part-III.

(\*\*) In case of service contracts, the PSB would be calculated on the payment due to the vendor (inclusive of taxes and duties) on agreed payment cycle in the Supply Order / Contract.



b	<p><b>Warranty Bond (WB):</b> To cover the Buyer's interest during warranty period, warranty Bond for an amount of <b>5% percent</b> of the contract value (inclusive of taxes and duties) would be obtained from the seller prior to return of performance security bond. Warranty bond should remain valid for a period of sixty days beyond the date of completion of all warranty obligations. Warranty bond would be returned to the Seller on successful completion of warranty obligations, under the contract. The specimen of bond can be provided on request.</p> <p>(i) <b>Indigenous Bidder:</b> They may be accepted in the form of Bank Draft, Fixed Deposit Receipt or a Bank Guarantee.</p> <p>(ii) <b>Foreign Bidder:</b> The Seller may be required to furnish a Warranty Bond by way of Bank Guarantee (BG) from Seller's Bank through an internationally recognized first class bank, in favour of The Director, Integrated Test Range, Chandipur, for a sum equal up to 5% of the Contract value. The BG should be valid up to 60 days beyond the scheduled date of delivery as per the terms of the contract or warranty period (if applicable). The specimen of BG is available on DRDO website.</p>
c	The PSB / WB will be forfeited by the Buyer, in case the conditions regarding adherence to delivery schedule and / or other provisions of the Contract / SO are not fulfilled by the Seller.
d	The award notification will be issued to the successful bidder on the day of price negotiation meeting itself / next working day with an objective to arrange the bank guarantee towards PSB from their bank.
e	<del>The successful bidder hereby agrees to submit the bank guarantee towards PSB within 30 (thirty days) days from the date of supply order, failing which the bidder will be treated as "Default-Bidder". The detail of Default-Bidder is uploaded in the "Defaulter Vender Data Base" maintained at DRDO level. Once the Bidder / Vender becomes three times default, then such Bidder / Vender will become in-eligible to receive any kind of tender enquiries from any of the Procurement entity of DRDO for a period of one (1) year.</del>
f	The successful bidder also hereby agrees that the supply order will be cancelled if the bank guarantee towards PSB is not received <b>within 30 (thirty days) days</b> from the date of supply order, apart from the bidder becomes "Default-Bidder".
g	In case of cancellation of Supply order due to non-submission of BG towards PSB by the successful bidder, the Lab / DRDO have all the rights to re-tender the instant case by excluding such Default-Bidder.
h	A bidder may be debarred for a period of 02 years (01 year for first misconduct and up to 02 years for repeat misconduct) from participating in any future procurement/bidding process of ITR, Chandipur / DRDO (without affecting the on-going contracts) whenever the Industry Partner/bidder withdraws from the procurement process after opening of price bids or after being declared successful or fails to enter into procurement contract or fails to provide Performance Security Bond or any other document / security required in terms of tendering documents after being declared as the successful bidder.
3.	<p><b>Tolerance Clause (on Quantity): Applicable / Not-applicable*</b></p> <p><del>To take care of any change in the requirement during the period starting from issue of RFP till placement of the Contract, Buyer reserves the right to increase or decrease 25% of the quantity of the required goods, proposed in the RFP, without any change in the terms and conditions and rates quoted by the Seller. While awarding the Contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.</del></p>



4.	<p><b>Option Clause: Applicable / Not-applicable*</b></p> <p>The Contract will have an Option Clause, wherein the Buyer can exercise an option to procure an <b>additional 50%</b> of the original contracted quantity (rounded up to the next whole number) in accordance with the same terms and conditions of the Contract. This will be applicable within the currency of the Contract. It will be entirely the discretion of the Buyer to exercise this option or not.</p>
5.	<p><b>Repeat Order Clause: Applicable / Not-applicable*</b></p> <p>The Contract will have a Repeat Order Clause, wherein the Buyer can order <b>up to 50%</b> quantity of the original contracted quantity (rounded up to the next whole number) under the Contract <b>within twelve months</b> from the date of completion of supply(*) under the original Contract / SO. The Repeat Order will have rates on not exceeding basis while the terms and conditions will remain unchanged. It will be entirely at the discretion of the Buyer to exercise the Repeat order or not.</p>
6.	<p>(*) The completion of Supply means the date on which the supplied Store(s) is / are taken on charge by the Lab i.e., <b>Date of CRV.</b></p>
7.	<p><b>Tolerance Clause (on Material): Applicable / Not-applicable*</b></p> <p>To take care of any variations in supplies against SO, Buyer reserves the right to accept or reject such variations subject to the value of such excess / short supplies <b>up to 10%</b> (ten percent) of the original value of the contract.</p>
8.	<p><b>Purchase Preference Clause:</b></p> <p>Purchase preference will be granted as per Public Procurement (Preference to Make in India), Order-2017 as amended, issued by DPIIT / Ministry of Commerce and Industry.</p> <p><b>(A) Make In India:</b></p> <p>This RFP complies with Public Procurement (Preference to Make in India), order 2017 by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry Government of India issued vide letter No. P-45021/2/2017-B.E-II dated 15-June-2017 and as amended. (for latest updates please refer to <a href="http://www.dipp.gov.in">www.dipp.gov.in</a>).</p> <p>The following is add-on information. However it is mandatory to refer website <a href="http://www.dipp.gov.in">www.dipp.gov.in</a> for latest update prior to prepare response to this tender.</p> <p>(a) <u>Brief of recent Amendment</u> issued vide letter No: P-45021/2/2017-PP (BE-II) dated 16-Sept-2020</p> <p>(b) Types of Suppliers:</p> <p>—— Class I Local Supplier: —— Local content = <b>50% Minimum</b></p> <p>—— Class II Local Supplier: Local content = <b>20% Minimum</b></p> <p>—— Non-Local Supplier: Local content = <b>Less than 20%</b></p> <p>(c) Margin of purchase preference = <b>20%</b></p> <p>(d) <u>Preference(s):</u></p> <ul style="list-style-type: none"> <li>• “Class I Local Supplier” is only eligible to bid irrespective of bid value for which Nodal ministry has declared there is sufficient local capacity available for the tendered stores/service.</li> <li>• “Class I Local Supplier” and “Class II Local Supplier” are only eligible to bid for procurements other than GTE.</li> </ul> <p>(e) L1 Declaration Methodology for divisible goods or works:</p> <ul style="list-style-type: none"> <li>• Among all qualified bids, Lowest bid is termed as L1</li> <li>• If L1 = Class I Local Supplier, full quantity will be awarded to L1</li> </ul> <p>If L1 = Not a Class I Local Supplier then 50% of quantity will be awarded to L1; balance 50% quantity will be awarded to the lowest bidder among the “Class I Local Suppliers” to match the L1 price subject to his quoted price falling within 20% of L1 price; If fails to match, the same will be offered to next higher bidder among Class I Local Suppliers and so on. In case some quantity left uncovered on Class-I Local Supplier, such balance quantity can be awarded to L1.</p>



**(f) L1 Declaration Methodology for non-divisible goods or works:**

- Among all qualified bids, Lowest bid is termed as L1
- If L1 = Class-I Local Supplier, order will be awarded to L1
- If L1 = Not a Class-I Local Supplier then order will be awarded to the lowest bidder among the "Class-I Local Suppliers" to match the L1 price subject to his quoted price falling within 20% of L1 price
- If fails to match, the same will be offered to next higher bidder among Class-I Local Suppliers and so on.
- In case none of the Class-I Local Suppliers matches the L1 price, then order may be awarded to L1.

**(g) Verification of Local Content:**

- The Class-I Local Supplier / Class-II Local Supplier need to provide percentage of local content, location(s) of value addition and self-certification to this effect along with their technical bidding document
- For procurement value more than Rs.10Crore, the Class-I Local Supplier / Class-II Local Supplier need to provide percentage of local content, location(s) of value addition and certification to this effect obtained from Statutory Auditor / Cost Auditor (for companies) / Practicing Cost Accountant or Practicing Chartered Accountant (other than companies) along with their technical bidding document.
- In case any Bidder provides false certification with respect to local contents, they or their successor(s) will be treated as "Default Bidder". They can be debarred up to **two years** as per provisions of GFR along with such other actions as may be permissible under law.
- *Note: For complete details, please refer Amendment issued vide letter No: P-45021/2/2017-PP (BE-II) dated 16-Sept-2020.*

**(B) Purchase Preference Policy for MSEs:**

Purchase preference will be granted to Micro and small enterprises (MSEs) as per provisions of Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 as amended (for details please refer [www.demsme.gov.in](http://www.demsme.gov.in)).

The recent amendment was issued vide Govt. of India Gazette notification S.O. 5670(E) dated 09-Nov-2018.

The following is add-on information. However it is mandatory to refer website [www.demsme.gov.in](http://www.demsme.gov.in) for latest update prior to prepare response to this tender.

**Public Procurement Policy for MSEs Order, 2012 in brief:**

(a) Margin of preference = **15%**

(b) The participating MSE will be awarded **25%** of total order quantity for whom the quoted price is in the band of "L1+15%" subject to match the L1 price. In case of more than one MSE, the award will be shared among all such MSEs proportionately.

(c) Sub-quota out of 25%: 4% for MSEs owned by SC & ST and **3%** for MSEs owned by Women.

**Note:** Bidders are Requested to declare local content in the given format as per purchase preference clause.



**Format for Declaration Regarding Local Content**

To \_\_\_\_\_ Date: \_\_\_\_\_

The Director  
 ITR, Chandipur,  
 DRDO, Ministry of Defence

**Sub:** Declaration Regarding Local Content**Ref:** Public Procurement (Preference to Make in India), Order 2017, Revision dtd. 04-06-2020.

It is hereby declared that minimum percentage of local content for the offered item against MSF Tender No. \_\_\_\_\_ is as under (Please tick on appropriate box):-

a) More than 50% (Class I Local Supplier) as defined in referred order ☐

OR

b) More than 20% but less than 50% (Class II Local Supplier) as defined in referred order ☐

OR

c) Less than or equal to 20% (Non local Supplier) as defined in referred order. ☐

OR

**# Formula for evaluation of % of Local Content: =**

$$\left\{ \frac{\text{Total value of offered item (Excluding net domestic indirect taxes) - Total value import content in the term (including all customs duties)}}{\text{Total value of offered item (Excluding net domestic indirect taxes)}} \right\} \times 100$$

If the local content is higher than 20% then firm has to furnish the details of location (s) at which the local value addition is made: \_\_\_\_\_ (Address)

Partner

(Signature &amp; Stamp)

Authorized Signatory Name: \_\_\_\_\_

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

**(Note:** In case of procurement for a value in excess of Rs. 10 crores, The 'Class I Local Supplier'/'Class II Local Supplier' shall be required to provide a certificate from the statutory auditor of the company (In case of Companies) or from a practicing cost accountant or practicing chartered accountant (In case of supplier other than companies) giving the percentage of local content.)





**Restriction under Rule 144 (xi) in the General Financial Rules (GFRs), 2017**

<b>Requirement of Registration:</b>	
Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, service (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in <b>Annexure-I</b> .	
<b>Annexure-I : Competent Authority and Procedure for Registration</b>	
a.	The competent authority for the purpose of registration under this Order shall be the Registration committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
b.	The Registration Committee shall have the following members*.
	(i) An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the chairman:
	(ii) Officers (Ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs and of those Departments whose sectors are covered by applications under consideration:
	(iii) Any other officers whose presence is deemed necessary by the Chairman of the Committee.
c.	DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
d.	On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the competent authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
e.	The Ministry of External Affairs and Ministry of Home Affairs may issue guideline for internal use regarding the procedure of scrutiny of such application by them.
f.	The decision of the competent authority, to register such bidders may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
g.	Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the committee concur*.
h.	Registration granted by the Competent Authority of the Government of India shall be valid not only procurement by Central Government and its agencies/ public enterprises etc. but also for procurement by state Governments and their agencies/ public enterprise etc. No fresh registration at the State Level shall be required.
i.	The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
j.	For National Security reasons, the Competent Authority shall not be required to give reason for rejection/ cancellation of registration of a bidder.
k.	In transitional cases falling under para 3 of this order, where it is failed that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the competent authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
l.	Periodic reports on the acceptance/ refusal of registration during the proceeding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.
<b>*Note:</b>	
(i)	In respect of application of this order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government Concerned through a specific department or authority designated by it. The composition of the registration committee shall be as decided State Government and paragraph 'g' above shall not apply. However, the requirement of political and security clearance as per para'd' shall remain and no registration shall be granted without such clearance.
(ii)	Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.

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9.	<p><b>Transfer of Technology (ToT): Applicable / Not-applicable*</b></p> <p>Buyer is desirous of license production of (generic name of store(s)) under ToT. Buyer reserves the right to negotiate ToT terms subsequently but the availability of ToT would be a pre-condition for any further procurements. If negotiations for ToT are not held as a part of the negotiations for store(s), then subsequent and separate ToT negotiations would continue from the stage where the store(s) has been selected.</p>
10.	<p><b>Permissible Time Frame for Submission of Bills etc.</b></p> <p>To claim payment (part or full), the Seller shall submit the bill(s) along with the relevant documents within <b>30 days</b> from the completion of the activity / supply.</p> <p>Note: Any payment &amp; taxes related issues/ clarifications to be resolved within the same financial year or within 03 months of the subsequent financial year failing which it will be assumed that all payment or tax issues of the said financial year are fully settled.</p>
11.	<p><b>Payment Terms:</b></p> <p><b>For Indigenous Seller:</b> The payment will be made as per the following terms, on production of the requisite documents:</p> <p><b>100% payment after delivery, satisfactory installation, inspection and acceptance against 5% warranty bond of total order cost and submission of documents to store officer.</b></p> <p><b>For Foreign Seller:</b></p> <p><b>100% payment after delivery, satisfactory installation, inspection and acceptance against 5% warranty bond of total order cost</b> will be made through Letter of Credit/DBT from RBI/SBI/Any other Public Sector Bank as decided by Buyer to the Bank of Foreign Seller as per mutually agreed terms and conditions. The Letter of Credit will preferably be opened with validity of 180 days from the mutual consent of both the parties. Letter of Credit opening charges in India will be borne by the Buyer. However, the extension charges if any, will be borne by the party responsible for the extension.</p>
12.	<p><b>Advance Payments:</b></p> <p>No advance payment will be made.</p> <p style="text-align: center;"><b>Or</b></p> <p><del>Interest free mobilization advance payment of 30% of the Contract value may be made, against submission of Bank Guarantee, in favour of The Director, ITR Chandipur, BALASORE of 110% of advance payment (from first class bank of international repute in case of foreign Seller) by the private firm or against submission of Indemnity Bond by the Govt. Organizations / PSUs. In case of termination of the Contract / extension of delivery period due to default of the Seller or where advance taken has not been/ could not be used for the purpose of order execution, interest free mobilization advance would be deemed as interest bearing advance, compounded quarterly, at the rate of 2% above (i) MCLR (Marginal Cost of Funds based Lending Rate) declared by RBI pertaining to SBI for Indian Seller, and (ii) LIBOR / EURIBOR rate for the foreign Seller. The rates as applicable on the date of receipt of advance will be considered for this.</del></p>
13.	<p><b>Part Supply and Pro-rata Payment:</b></p> <p><del>Part supply will not be acceptable.</del></p> <p style="text-align: center;"><b>Or</b></p> <p><del>Full supply may be accepted in maximum _____ nos. of lots. However, Pro-rata payment will not be made for part supplies of the stores(s) made.</del></p> <p style="text-align: center;"><b>Or</b></p> <p><del>Full supply may be accepted in maximum _____ nos. of lots. Pro-rata payment will be made as per the applicable payment terms for the part supply of the stores(s).</del></p>



14.	<p><b>Mode of Payment:</b></p> <p>(i) <b>For Indigenous Sellers:</b> It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details to facilitate payments through ECS/EFT mechanism instead of payment through cheque, wherever feasible.</p> <p>(ii) <b>For Foreign Seller:</b> Through DBT/LC</p>
15.	<p><b>Documents to be furnished for Claiming Payment:</b></p> <p><b>Indigenous Sellers:</b>  The payment of bills will be made on submission of the following documents by the Seller to the Store Officer, IMMD &amp; Store, ITR, Chandipur</p> <ul style="list-style-type: none"> <li>(i) Ink-signed copy of Contingent Bill.</li> <li>(ii) Ink-signed copy of Commercial Invoice / Seller's Bill.</li> <li>(iii) Bank Guarantee for Advance, if applicable.</li> <li>(iv) Guarantee/ Warranty Certificate.</li> <li>(v) Details for electronic payment viz. Bank name, Branch name and address, Account Number, IFS Code, MICR Number (if these details are not already incorporated in the Contract).</li> <li>(vi) Original copy of the Contract and amendments thereon, if any.</li> <li>(vii) Self certification from the Seller that the GST/ applicable taxes as received under the contract would be deposited to the concerned taxation authority and GST paid challan/receipt.</li> <li>(viii) Any other document/ certificate that may be provided for in the Contract.</li> </ul> <p><b>Foreign Sellers:</b>  In case of payment through Letter of Credit (LC), paid shipping documents are to be provided to the Bank by the Seller as a proof of dispatch of goods as per contractual terms /LC conditions so that the Seller gets payment from LC. The Bank will forward these documents to the Buyer for getting the goods/stores released from the Port/Airport. However, where the mode of payment is DBT, the paid shipping documents are to be provided to the paying authority by the Buyer. Documents will include:</p> <ul style="list-style-type: none"> <li>a) Clean on Board Airway Bill/Bill of Lading</li> <li>b) Original Invoice</li> <li>c) Packing List</li> <li>d) Certificate of Origin from Seller's Chamber of Commerce, if any.</li> <li>e) Certificate of Quality and year of manufacture from OEM.</li> <li>f) Dangerous Cargo Certificate, if applicable.</li> <li>g) Insurance Policy of 110% value in case of CIF/ CIP contract.</li> <li>h) Certificate of Conformity and Acceptance Test at PDI/FAT, if any.</li> <li>i) Physio-sanitary/ Fumigation Certificate, if any.</li> <li>j) Performance Warranty Bond / Warranty Certificate.</li> <li>k) Any other documents as provided for in the Contract.</li> </ul>



16.	<b>Exchange Rate Variation (ERV) Clause: Applicable / Not-applicable*</b>		
a)	Detailed time schedule for procurement of imported material and their value at the FE rates adopted for the Contract is to be furnished by the Bidder as per the format given below. Year Wise and Major Currency Wise Import Content Break up:		
	Year	Total Cost of Material (Import)	FE Content Outflow (Equivalent in Rs. in Crores)
			\$
b)	ERV will be payable/ refundable depending upon movement of exchange rate with reference to exchange rate adopted for the valuation of the Contract. Base Exchange rate of each major currency used for calculating FE content of the Contract will be the SBI selling rate of the foreign exchange element on the date of the last date of bid submission.		
c)	The base date for ERV would be the last date of bid submission and variation on the base date will be given up to the midpoint of manufacture unless the Bidder indicates the time schedule within which material will be imported by them. Based on information given above, the cut-off date/dates within the Delivery schedule for the imported material will be fixed for admissibility of ERV.		
d)	ERV clause will not be applicable under following circumstances: (i) Cases where delivery periods for imported content are subsequently to be re-fixed /extended except for reasons solely attributable to the Buyer or Force Majeure. (ii) Cases where movement of exchange rate falls within the limit of $\pm 2\%$ of the reference exchange rate adopted for the valuation of the Contract.		
e)	The impact of notified ERV shall be computed on a yearly basis for the outflow as mentioned by the Bidder in their bid and shall be paid / refunded before the end of the financial year based on certification by the Buyer."		
17	<b>Force Majeure Clause:</b>		
a)	Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operations, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.		
b)	In such circumstances the time stipulated for the performance of an obligation under the Contract is extended correspondingly for the period of time commensurate with actions or circumstances and their consequences.		
c)	The party for which it becomes impossible to meet obligations under the Contract due to Force Majeure conditions, is to notify in written form to the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from their commencement.		
d)	Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be considered as sufficient proof of commencement and cessation of the above circumstances.		
e)	If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the Contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.		



18.	<b>Buy-Back Clause: Applicable / Not-applicable*</b> The Buyer is interested to trade the existing old goods while purchasing the new ones. Bidders may formulate and submit their bids accordingly. Interested Bidders can inspect the old goods to be traded through this transaction. The Buyer reserves the right to trade or not to trade the old goods while purchasing the new ones and the Bidders are to frame their bids accordingly covering both the options. Details for buyback offer are as under:				
a)	Details of Items for Buy Back Scheme — Make / Model, Specs, Year of Production / Purchase, Period of Warranty / AMC etc.				
b)	Place for Inspection of Old Items — Address, Telephone, Fax, e-mail, Contact personnel, etc.				
c)	Timings for Inspection — All working days between the time of ___ to ___.				
d)	Last Date for Inspection — 1 day before the last date of submission of bids.				
e)	Period of Handing Over of Old Items to Successful Bidder — Within ___ days of _____				
f)	Handling charges and transportation expenses to take out the old items will be on account of the successful Bidder.				
19.	<b>Export License: Applicable / Not-applicable*</b> The Bidder is required to furnish full details and formats of End Use Certificate required for obtaining export clearance from the country of origin. This information will be submitted along with Techno-Commercial bid. In the absence of such information, it would be deemed that no document is required from the Buyer for export clearance from the country of origin.				
20.	<b>Free Issue of Material (FIM): Applicable / Not-applicable*</b> a) FIM issued as: _____ Raw material (Type-A) (or) For Repair or Maintenance or Integration (Type-B) b) The list of FIM are given below:				
	Sl. No.	Description of Store(s)	Qty.	Unit Cost	Total Cost
	e) FIM is a government property and will be secured through, a comprehensive insurance cover (for transportation and storage period) taken by the Lab / Estt or Supplier through Nationalized Insurance Agency or their subsidiaries. If insurance is taken by the Supplier, the insurance charges will be reimbursed by the Lab / Estt at actual.				
21	<b>Terms of Delivery:</b> a) For Foreign Bidder: The delivery of goods shall be on CIP, Kolkata. b) For Indigenous Bidder: The delivery of goods/services shall be on FOR ITR CHANDIPUR basis.				
22.	<b>Packing and Marking Instructions:</b> (a) The Seller shall provide packing and preservation of the equipment and spares / goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong. The packing cases should have provisions for lifting by crane / fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.				



(b)	The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.
(c)	A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. The cartons shall then be packed in packing cases as required. (i) Part number: (ii) Nomenclature: (iii) Contract annex number: (iv) Annex serial number: (v) Quantity contracted:
(d)	One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in case No.1 painted in a yellow color.
(e)	The Seller shall mark each package with indelible paint in English language as follows:- (i) Contract No. _____ (ii) Consignee _____ (iii) Port / airport of destination _____ (iv) Ultimate consignee _____ (v) Package No. _____ (vi) Gross/net weight _____ (vii) Overall dimensions/volume _____ (viii) The Seller's marking _____
(f)	If necessary, each package shall be marked with warning inscriptions: <Top>, <Do not turn over>, category of cargo etc.
(g)	Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from damage or deterioration during transportation by land, air or sea. In such case the Buyer shall finalize the marking with the Seller.

**23. Inspection Instructions:**

- |    |   |
|----|---|
| a) | Raw material inspection   |
| b) | Part inspection   |
| c) | Stage / Subsystem inspection  |
| d) | Pre-Delivery Inspection   |
| e) | Factory Acceptance Test   |
| f) | Post Delivery inspection on receipt of store  |
| g) | Inspection Authority: The Inspection will be carried out by a representative of the Lab / Estt duly nominated by the Director.<br>{Note to Lab: Please choose clauses as applicable and provide detailed procedure for inspection for each of the clauses. Any other inspection instruction, if required, may be added} |

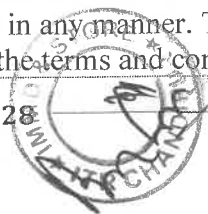
**24. Franking Clause:**

- |    |   |
|----|---|
| a) | <b>In Case of Acceptance of Store(s):</b><br>The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the Contract. |
| b) | <b>In Case of Rejection of Store(s):</b><br>The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract.               |

SIGNATURE OF BIDDER

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25.	<b>Claims:</b>
a)	The quantity claims for deficiency of quantity and/ or the quality claims for defects or deficiencies in quality noticed during the inspection shall be presented within 45 days of completion of inspection.
b)	The Seller shall collect the defective or rejected goods from the location indicated by the Buyer and deliver the repaired or replaced goods at the same location, within mutually agreed period, under Seller's arrangement without any financial implication on the Buyer.
26.	<b>Warranty: Applicable / Not-applicable*</b>
a)	The Seller will declare that the goods, stores articles sold / supplied shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the contract. The Seller will guarantee that the said goods/ stores/ articles would continue to conform to the description and quality for a period of, <b>24 months</b> from the date of acceptance / installation of the said goods stores/ articles. If during the aforesaid period of <b>24 months</b> , the said goods / stores are discovered not to conform to the description and quality aforesaid, not giving satisfactory performance or have deteriorated, the Buyer shall be entitled to call upon the Seller to rectify the goods / stores / articles or such portion thereof as is found to be defective by the Buyer within a reasonable period without any financial implication to the Buyer.
b)	In cases of procurement of software, Seller shall issue / provide upgrades of the software free of cost during the warranty period.
27.	<b>Purchase of Capital Stores with options: Applicable / Not-applicable*</b>
a)	<b>Stores with warranty: Applicable / Not-applicable*</b> (i) <del>The Seller would be required to quote the cost of the stores including warranty as mentioned in this RFP.</del> (ii) <del>L1 declaration for this clause: The comparison of the Bids would be done on the principle of the total cash outgo for Procuring Entity. The financial bids of the qualified bidders would be compared on the basis of total cost (FOR destination basis—consignment to Buyer's premises) of the deliverables and services including statutory levies, taxes and duties on final product which are to be paid extra as per actual.</del>
b)	<b>Stores with warranty + Comprehensive AMC (beyond warranty period):</b> Applicable / Not-applicable* (i) <del>The Seller would be required to quote the cost of the stores including warranty + Comprehensive AMC cost (beyond warranty period mentioned in this RFP) for a period of 03 years (year wise, i.e., 1<sup>st</sup> year, 2<sup>nd</sup> year &amp; 3<sup>rd</sup> year).</del> (ii) <del>L1 declaration for this clause: The comparison of the Bids would be done on the principle of the total cash outgo for Procuring Entity. The financial bids of the qualified bidders would be compared on the basis of total cost (FOR destination basis—consignment to Buyer's premises) of the deliverables and services including cost for Comprehensive AMC, statutory levies, taxes and duties on final product which are to be paid extra as per actual.</del>





c)	<p><b>Stores with warranty + Non-comprehensive AMC (beyond warranty period):</b> Applicable / Not-applicable*</p> <p>(i) <del>The Seller would be required to quote the cost of the stores including warranty + Non-comprehensive AMC cost (beyond warranty period mentioned in this RFP) for a period of 03 years (year wise, i.e., 1<sup>st</sup> year, 2<sup>nd</sup> year &amp; 3<sup>rd</sup> year).</del></p> <p>(ii) <del>The Seller would be required to provide a recommended list of spares which will be procured separately by the Buyer for use in non-comprehensive AMC.</del></p> <p>(iii) <del>L1 declaration for this clause: The comparison of the Bids would be done on the principle of the total cash outgo for Procuring Entity. The financial bids of the qualified bidders would be compared on the basis of total cost (FOR destination basis—consignment to Buyer's premises) of the deliverables and services including cost for Non-comprehensive AMC, statutory levies, taxes and duties on final product which are to be paid extra as per actual.</del></p>
d)	<p><b>Stores with warranty + indicative cost for Comprehensive or Non-comprehensive AMC (beyond warranty period):</b> Applicable / Not-applicable*</p> <p>(i) The Seller would be required to quote the following costs</p> <ul style="list-style-type: none"> <li>• <del>Cost for the Stores with warranty as mentioned in this RFP.</del></li> <li>• <del>Indicative Cost* for Comprehensive AMC (beyond warranty period mentioned in this RFP) for a period of 03 years (year wise, i.e., 1<sup>st</sup> year, 2<sup>nd</sup> year &amp; 3<sup>rd</sup> year)</del></li> <li>• <del>Indicative Cost* for Non-comprehensive AMC (beyond warranty period mentioned in this RFP) for a period of 03 years (year wise, i.e., 1<sup>st</sup> year, 2<sup>nd</sup> year &amp; 3<sup>rd</sup> year)</del></li> </ul> <p>(iii) <del>L1 declaration for this clause: The comparison of the Bids would be done on the principle of the total cash outgo for Procuring Entity. The financial bids of the qualified bidders would be compared on the basis of total cost (FOR destination basis—consignment to Buyer's premises) of the deliverables and services excluding cost for Non-comprehensive / Comprehensive AMC and including statutory levies, taxes and duties on final product which are to be paid extra as per actual.</del></p> <p><i>(*) These indicative costs will not be considered for L1 determination. However these costs will be required for the Buyer to assess the Life Cycle Management Cost for the proposed Stores. The Buyer may at its own discretion and without assigning any reason thereof, withdraws this RFP, if the life cycle management cost is not found reasonable. During Cost negotiation for the main equipment / Store, these costs also would be negotiated with the L1 and the same will be recorded. The order for such post warranty AMC will be processed in a separate Tender.</i></p>
28.	<p><b>Product Support: Applicable/ Not-applicable*</b></p>
a)	<p><del>The Seller agrees to provide product support for the stores, assemblies / subassemblies, fitment items, spares and consumables, Special Maintenance Tools (SMT) / Special Test Equipments (STE) for a minimum period of _____ years including _____ years of warranty period after the delivery.</del></p>
b)	<p><del>The Seller agrees to undertake a maintenance contract for a minimum period of _____ years / months _____. The Seller is required to quote the price for both comprehensive and non-comprehensive maintenance of the equipment after the expiry of warranty period in the price bid.</del></p>





29.	<b>Annual Maintenance Contract (AMC) Clause: <del>Applicable</del> / Not-applicable*</b>
a)	<p>The Seller would provide a Non-Comprehensive AMC for a period of ____ years.</p> <p style="text-align: center;"><b>Or</b></p> <p>The Seller would provide a Comprehensive AMC for a period of <u>01 years</u>. The AMC services should cover the repair and maintenance of all the equipment and systems purchased under the Contract and specify following:</p> <p>(i) Maximum repair turnaround time for equipment / system would be <u>02 days</u>.</p> <p>(ii) Required spares that may be stored at site by the Seller at their own cost to avoid complete breakdown of the equipment / system and to ensure serviceability.</p>
b)	<p>The AMC services would be provided in two distinct ways:</p> <p>(i) Preventive Maintenance Service: The Seller will provide a minimum of <u>04</u> Preventive Maintenance Service visits during a year to the operating base to carry out functional checkups and minor adjustments / tuning as may be required.</p> <p>(ii) Breakdown Maintenance Service: In case of any breakdown of the equipment / system, on receiving a call from the Buyer, the Seller is to provide prompt maintenance service to make the equipment / system serviceable.</p>
c)	Response Time: The response time of the Seller should not exceed <u>02 days</u> from the time breakdown intimation is provided by the Buyer.
d)	Serviceability of <u>100%</u> per year is to be ensured. This amounts to total maximum downtime of <u>02 days</u> per year. Also, un-serviceability should not exceed <u>02 days</u> at any given time. Total down time would be calculated at the end of the year. If downtime exceeds permitted limit, LD / Extension / Termination may be considered as per merit of the case as decided by the Buyer.
e)	Technical Documentation: All necessary changes in the documentation (Technical and Operators Manual) for changes carried out on hardware and software of the equipment will be provided.
f)	During the AMC period, the Seller shall carry out all necessary servicing / repairs to the equipment / system under AMC at the current location of the equipment / system. Prior permission of the Buyer would be required in case certain components / subsystems are to be shifted out of location. On such occasions, before taking out the goods or components, the Seller will give suitable bank guarantee to the Buyer to cover the estimated current value of items being taken out of location.
g)	Period of AMC may be extended as per mutual agreement subject to satisfactory performance.
h)	The Buyer reserves the right to terminate the maintenance contract at any time without assigning any reason whatsoever, after giving a notice of <u>01 month</u> . The Seller will not be entitled to claim any compensation against such termination. However, while terminating the Contract, if any payment is due to the Seller for maintenance services already performed in terms of the Contract, the same would be paid as per the Contract terms.



30.	<p><b>Price Variation (PV) Clause: Applicable / Not-applicable*</b></p> <p>a) The formula for Price Variation should ordinarily include a fixed element, a material element and a labour element. The figures representing the material element and the labour element should reflect the corresponding proportion of input costs, while the fixed element may range from 10 to 25%. That portion of the price represented by the fixed element will not be subject to variation. The portions of the price represented by the material element and labour element will attract Price Variation. The formula for Price Variation will thus be:</p> $-P_1 = P_0 \{ F + a(M_1/M_0) + b(L_1/L_0) + \dots \dots \dots \} - P_0$ <p>Where  <math>P_1</math>: Adjustment amount payable to the Seller (a minus figure will indicate a reduction in the Contract Price)  <math>P_0</math>: Contract Price at the base level  <math>F</math>: Fixed element not subject to Price Variation  <math>a</math>: Assigned percentage to the material element in the Contract Price  <math>b</math>: Assigned percentage to the labour element in the Contract Price  <math>L_0</math>: Wage indices at the base month and year  <math>L_1</math>: Wage indices at the month and year of calculation  <math>M_0</math>: Material indices at the base month and year  <math>M_1</math>: Material indices at the month and year of calculation          If more than one major item of material is involved, the material element can be broken up into two or three components such as <math>M_x</math>, <math>M_y</math>, <math>M_z</math>. Where price variation clause has to be provided for services (with insignificant inputs of materials) as for example, in getting technical assistance normally paid in the form of per diem rate, the price variation formula should have only two elements, viz. a high fixed element and a labour element. The fixed element can in such cases be 50% or more, depending on the mark up by the seller of the per diem rate vis à vis the wage rates.</p> <p>b) Following conditions would be applicable to price adjustment:          (i) Base date shall be last date of bids submission.          (ii) Date of adjustment shall be midpoint of manufacture.          (iii) No price increase is allowed beyond original Delivery Period unless the delay is attributable to the Buyer or Force Majeure.          (iv) Total adjustment will be subject to maximum ceiling of ____%.          (v) No price adjustment shall be payable on the portion of the payment made as an advance payment made in the Contract to the Seller.</p>
31.	<p><b>Intellectual Property Rights (IPR): Applicable / Not-applicable*</b></p> <p>The rights of Intellectual Property, developed under the Contract, will be either the property of Govt. of India or jointly owned by the Govt. of India and the Development Partner. The holding of rights of intellectual property will be decided by the Buyer based on the merits of the case. Even where IPR is jointly held, Govt. of India will have the marching rights on IPR, i.e., the Development Partner will have to give technical know-how/ design data for production of the item to the designated Production Agency nominated by Govt. of India. The Development Partner will, however, be entitled to license fee / royalty from designated agency as per agreed terms and conditions. The Development Partner will also be entitled to use these intellectual properties for their own purposes, which specifically excludes sale or licensing to any third party.</p>



32.	<p><b>Growth of Work (GoW): Applicable/ Not-applicable*</b></p> <p><del>To cater to the situation of Growth of Work where exact requirements cannot be determined and may undergo changes during execution of this contract for repair / maintenance of equipment. Bidders would be required to quote for such growth of work on pro rata basis in their bids without fail, wherever this clause is invoked in RFP. The relevant pro rata rates towards the growth of work will be negotiated at the time of CNC meeting and the same will be reflected in SO / Contract accordingly.</del></p>
33.	<p><b>Minimum Order Quantity (MOQ):</b></p> <p>Bidder may indicate the applicable minimum order quantity (MOQ) / Standard Packing Quantity (SPQ), if the quantity demanded by the buyer is less than MOQ.</p>
	<p><b>Quality Requirements for AS-9100-D/IS-9000: Applicable / Not-applicable*</b></p> <p>a) The following quality requirements meant for AS-9100-D / IS-9000 needs to be complied by Venders/Bidders in addition to the specific quality requirements mentioned in the technical specification and relevant quality assurance documents which are part of this RFP.</p> <p>b) Materials / Services / Processes will be subjected to receipt inspection and payment will be released based on inspection results.</p> <p>c) Vender shall ensure product / service / process delivery as per Specifications and Delivery Schedule.</p> <p>d) Technical information as required is attached in the form of drawings, specifications, process document, Quality Assurance Plan (QAP), design and development requirements, etc.,</p> <p>e) In case of providing services / processes, Vender shall ensure necessary competence of personnel</p> <p>f) In case of any technical information requirement, vender may please contact Lab's Purchase Department</p> <p>g) Vender shall provide the right of access to Lab, its customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain.</p> <p>h) Vender implements quality management system as per Lab's requirements.</p> <p>i) Vender shall use customer-designated or approved external providers, including process sources (e.g., special processes).</p> <p>j) Vender shall notify Lab on non-confirming processes, products, or services and obtain approval for their disposition.</p> <p>k) Vender shall provide test specimens for design approval, inspection / verification, investigation, or auditing (as applicable).</p> <p>l) Retain documented information, including retention periods and disposition requirements.</p> <p>m) Continuous Improvements (CI) shall exercise controls on design and development as per its or its customer's requirements.</p> <p>n) Vender shall notify Lab on changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain Lab's approval.</p> <p>o) Vender shall flow down its external providers applicable requirements including customer requirements.</p>



	<p>p) Vender shall ensure that persons are aware of:</p> <ul style="list-style-type: none"> <li>• Their contribution to product or service conformity</li> <li>• Their contribution to product safety</li> <li>• The importance of ethical behavior</li> </ul> <p>q) Vender to ensure prevention of counterfeit parts / products. Vender and it's sub-tier suppliers, shall ensure that only non-counterfeit parts and products are delivered to Lab.</p> <p>r) Further to prevent inadvertent use of counterfeit parts, Venders shall only procure directly from OEM, Original Component Manufacturer (OCM), or through OEM / OCM authorized distribution chain unless approved in writing by Lab.</p> <p>s) Vender must obtain written approval to use Non-Franchised Distributors / Brokers and must present complete and compelling support of all actions to ensure parts procured are legitimate, authentic, non-counterfeit parts.</p> <p>t) In case of detection of counterfeit parts / products upon inspection, same will not be returned to Vendor as they are and will be handled as per the policies of Lab.</p> <p>u) Lab shall carry out vender performance rating based on parameters like, Product Conformity, Delivery Schedule and absence of counterfeit parts. The result will be communicated to Vender for improvement.</p>
34.	<p><b>Fall Clause: Applicable / Not-applicable*</b></p> <p>All RC / PA will be governed by "Fall Clause". The following Fall Clause will invariably form part of the agreement:</p> <p>(a) The prices charged for the stores supplied under the agreement by the Seller shall in no event exceed the lowest price at which the Seller sells the items of identical description to any other person/organization during the period till performance of all supply orders placed during the currency of the agreement is completed.</p> <p>(b) If, at any time, during the said period, the Seller reduces the sale price of such stores or sells stores to any other person/organization at a price lower than the price chargeable under the agreement, he shall forthwith notify such reduction or sale to the authority which has concluded the RC / PA; and the price payable under the agreement for the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.</p> <p>(c) However, the above stipulation will not apply to:</p> <ul style="list-style-type: none"> <li>• Export by the Contractor.</li> <li>• Sale of stores as original equipment at prices lower than the prices charged for normal replacement.</li> <li>• Sale of stores such as drugs, perishable goods which have expiry dates.</li> </ul>



35. **Certificate in respect of Fall Clause:**
- (a) While submitting his bills for the goods supplied against the Rate Contract / Price Agreement, 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 contract herein have not been offered / sold by me / us to any other person / organization up to the date of bill / the date of completion of supplies against supply orders placed during the currency of the RC / PA, at a price lower than the price charged to the Government under the contract".~~
- (b) ~~If the Contractor sells any goods at lower than the contract price, except covered by any of the three exceptions indicated above as per Para 30 (c) of this part, 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) ~~The successful bidder shall maintain stocks at the station and shall make deliveries against supply orders from such stocks within the specified period.~~
36. **Important Notes:**
- 1) Compliance for the Terms & Conditions mentioned in above Part-II (A) & Part-III is mandatory without which the offer will not be considered.
  - 2) Bidders are requested to sign all pages of Part-II (A) & Part-III along with company stamp (at the bottom of pages) and submit the same along with their quotation (along with Techno-Commercial bid in case of Two Bid System)



## Part-IV Vendor Qualification Criteria

The broad criteria for qualifications of bidders should be in the following terms:

1.	Technical Capabilities Expertise available in the critical areas to complete the task (Experience)	Authorization letter from OEM to quote Satellite Medium
2.	Manufacturing Facilities Availability of Infrastructure required to carry out the activity	NA
3.	Financial Capabilities Should have minimum financial resources to execute the order (Minimum annual turnover) Numbers of such type of contracts executed in past.	NA
4	Management Capabilities Availability of Quality Management System, Quality Control System etc. Compliance of delivery schedule. (Any other vendor qualification criteria as per requirements)	(a) Availability of Quality Management System, Quality Control System etc. (b) Compliance of Delivery Schedule

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## Part-V Essential Details of Items / Services Required

## 1. Schedule of Requirements:

List of items / services required are as follows:

Sl. No.	Name/Description of Item(s)/Service(s)	Unit of Measure	Qty. required
1.	Satellite Modem for VSAT Network	No.	20

## 2. Technical Details:

Specifications / Drawings:

- a) (i) (\*) Specifications / Drawings will be made available to the interested bidders by the RFP issuing authority after signing of a NDA or CNDA with the Buyer.  
(ii) Specifications / drawings supplied by this office are to be returned with the Techno-Commercial Bid.
- b) Technical details with technical parameters As per Appendix/ Technical Specification & List of Deliverables Attached
- c) Requirement of training / on-the-job training: **Applicable/ Not Applicable**
- d) Requirement of installation / commissioning: **Applicable/ Not Applicable**
- e) Full Inspection details as per provisions made in Para-23 of Part-III of the RFP
- f) Requirement of Technical Documentation: **Applicable/ Not Applicable**
- g) ~~Nature of assistance required after completion of warranty as per provisions made in Para-23 of Part-III of the RFP~~
- h) Requirement of on-site inspection: **Applicable/ Not Applicable**

3. Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. Bidders are advised to submit compliance statement for the technical parameters separately in the following format along with the Techno-Commercial Bid:

Table A: Compliance Table for "Essential Specifications"

Sl. No.	RFP Para No. / Tech Doc. No.	Specifications as per RFP / Tech Doc.	Compliance to "C-3" {Complied or Not-Complied} (**)
(C-1)	(C-2)	(C-3)	(C-4)
1			
2			
3			

Note: Delivery Period also should be part of Table-A

(\*\*) Important Note: If NOT complied, TCEC may reject the offer without any further correspondence with the Bidder(s).

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4.

Table-B: Compliance Table for "Desirable Specifications"

Sl. No.	RFP Para No. /Tech. Doc. No.	Specifications as per RFP / Tech Doc.	Compliance to "C-3" [Yes or No]	If Not-Complied in C-4, Provide Technical Reason*
(C-1)	(C-2)	(C-3)	(C-4)	(C-5)
1				
2				
3				

(\*) Note: In case of non-compliance, deviation from RFP to be specified in unambiguous terms. In case of compliance, catalogue / brochure reference, if available, to be indicated without fail.

5. **Delivery Period: 01 Year from the effective date of Contract**

(\*) This date includes the following three components...

- (a) Physical Delivery of Stores by Seller at Lab
- (b) Installation & Commissioning at Lab (if applicable)
- (c) Inspection & Clearance of Stores by Lab.

**Important Note to Bidder:** In view of the above, the Seller needs to deliver the Stores physically well in advance (as per Terms & Conditions of SO/Contract) after considering time required for the above activities i.e., (b) & (c).

6. **Consignee details:**

Name:	Director, ITR Chandipur, Balasore
Address:	Refer Para-21(b) in Part-III of this RFP (Place of Delivery)
Contact details:	Would be provided at the time of placement of Supply Order/ Contract.





Table-C: Compliance Table for "Techno-Commercial" Terms

Sl. No.	Commercial Terms	ITR Terms	Confirmation of Bidders	Remarks
1	Currency	Indian Firms should quote only in Indian Currency. Foreign firms are advised to quote in USD or EURO.	Yes/ No	
2	Warranty period	24 months	Yes/ No	
3	Payment	As per Payment Terms Clause-11 of Part-III of this RFP.	Yes/ No	
4	F.O.R. terms	For Indian Bidders: F.O.R. ITR, Chandipur For Foreign Bidders: INCOTERMS CIP (Kolkata)	Yes/ No	
5	Packing & Forwarding Charges (if any)	Included	Yes/ No	
6	Freight	Quoted cost to be inclusive of Freight	Applicable/NA	
7	Place of Delivery	For Indian Bidders: F.O.R. ITR, Chandipur For Foreign Bidders: INCOTERMS CIP (Kolkata)	Yes/ No	
8	Delivery Schedule	12 months	Yes/ No	
9	Validity of Quotation	120 Days from the date of opening of the tender	Yes/ No	
10	GST if any	Applicable for Indian Bidders. For foreign bidders: GST on Customs Duty is in buyer's scope.	Yes/ No	
11	Custom Duty Exemption Certificate	For Foreign Bidders: CDEC shall be issued towards imported stores for the referred tender.	Yes/ No	
12	Earnest Money Deposit (EMD)	EMD to be furnished as clause-13 of Part-I(A) of RFP.	Furnished/ Not furnished/ Not required	
13(a)	Performance Security Bond (PSB)	Performance Security Bond (PSB) in the form of Original Bank guarantee for 5% of the contract value as per payment cycle will be submitted to Store Officer, IMMD & Stores, ITR, Chandipur before placement of contract valid for delivery period plus 60 days.	Yes/ No	
13(b)	Penalty	In the event of the Seller's failure to submit the BGs within 30 days of receipt of signing of the supply order, the buyer may deduct from the seller, a sum of 0.5% of the value of the BG for every week or part thereof of delay as LD as per provision of para 10 of Part-II(A) of this RFP. Beyond 60 days, the buyer shall cancel the supply order and impose a penalty equivalent to an EMD amount as mentioned in the RFP or appropriate action would be taken as provision of para 2(h) of Part-III of this RFP.	Yes/ No	
14	Warranty Bond (WB)	Warranty Bond for 5% of the total order value valid for warranty period plus 02 months.	Yes/ No	
15	Liquidated Damage (LD)	LD@0.5% per week subject to maximum of 10% of total contract value will be levied	Accepted/ Not Accepted	
16	Place of Inspection	On receipt & Acceptance at ITR	Yes/ No	
17	Acceptance of Item	By the user	Yes/ No	
18	QA/QT	QA/QT will be carried out by ITR and the vendor jointly/	Yes/ No	
19	After Sales Service/ Maintenance	As per scope of work / supply	Yes/ No	
20	Registration Details	a) Registration with ITR b) ITR Registration No. & Date c) Registration No. with other DRDO/ other Govt. Concerns d) Registration Certificate	Furnished/ Not furnished	
21	Ordering Information	Order to be placed on (Indicated Name and Address)		

(#) Note: Bidders are requested to submit this format duly completed with their seal and signature along with their quotation. Non submission of this format may lead to rejection of your offer.

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## Part-VI Evaluation Criteria of Bids

1.	<p><b>Evaluation and acceptance Criteria of Bids:</b></p> <p>The bid will be considered and selected based on instructions contained in Part-I and Part-II of the RFP for further evaluation of bids as per sequence given below:</p> <p>a. <b>Techno-Commercial Bid Evaluation:</b></p> <p>Bids will be evaluated based on vendor qualification requirement as per Part-IV of RFP, if applicable, and bids of the qualified bidders will be considered for further evaluation as mentioned in Part-V of the RFP.</p> <p>The bidders hereby agree to respond to the “techno-commercial queries” sent by TCEC (if any) via e-mail / Fax (as provided by Bidder) within the time limit, failing which the Bidder’s offer will be rejected summarily without any further communication. In such case, apart from rejection of the bid, the bidder will be termed as “Default-Bidder”.</p> <p>The detail of Default-Bidder is uploaded in the “Defaulter Vender Data Base” maintained at DRDO level. Once the Bidder / Vender becomes <b>three times</b> default, then such Bidder / Vender will become <b>in-eligible</b> to receive any kind of tender enquiries from any of the Procurement entity of DRDO for a period of <b>one (1) year</b>.</p> <p>b. <b>ii)Price Bid Evaluation:</b></p> <p>The Price bid of those bidders whose Techno-Commercial bid (if applicable) has been accepted will be opened and comparative statement will be prepared. The best acceptable bid will be decided upon the lowest price quoted by the particular Bidder as per following paras.</p>
2.	<p><b>Procedure for Cost Comparison:</b></p> <p>The comparison of the Bids would be done on the principle of the <b>total cash outgo</b> for Procuring Entity. The financial bids of the qualified bidders would be compared on the <b>basis of total cost</b> (FOR destination basis - consignment to Buyer’s premises) of the deliverables and services <b>including</b> statutory levies, taxes and duties on final product which are to be paid extra as per actual.</p> <p>a) <b>Total Cost for Indian bidders:</b> All the cost of the deliverables (FOR destination basis – consignment to Buyer’s premises) and services including statutory levies, taxes and duties on final product which are to be paid extra as per actuals. Custom Duty on input materials will not be loaded in their total cost, if such duties are exempted under existing Notifications.</p> <p>b) <b>Total Cost for Foreign Bidders:</b> All foreign bidders would be asked to quote on FOB/FCA cost basis. In addition, they would also indicate CIF/CIP cost. Wherever, CIP/CIF Cost is not indicated by a foreign bidder, the FOB/ FCA Cost would be loaded by 10% to arrive at CIP/CIF Cost. After arriving at CIP/CIF cost, the bids would be further loaded with Custom Duty (CD) &amp; GST (as applicable) which are to be paid extra as per actuals and a charge @ 1% of CIP/CIF cost to bring the consignment to the Buyer’s Premises for the purposes of comparison of bids. All the foreign bids would be brought to a common denomination in Indian Rupees by adopting Base Exchange Rate as BC selling rate of the State Bank of India on the day of last date of submission of bids.</p>

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c)	<p>The Buyer reserves the rights to evaluate the offers received by adopting Discounted Case Flow (DCF) method with a discounting rate in consonance with the existing Government borrowing rate. DCF method would be used for evaluation of bids in the following cases:</p> <p>i) To compare different payment terms, including advance payments and progressive stage payments so as to bring them to a common denomination for determining lowest bidder.</p> <p>ii) To deal with cases where entering into AMC for period in excess of one year is a part of the contract for evaluation of the bid.</p>
d)	<p>Net Present Value (NPV):</p> <p>NPV method is a variant of DCF method which may be used for evaluation of tenders. The NPV of a contract is equal to the sum of the present values of all the cash flows associated with it. When choosing among the various bids, the bid with the lowest NPV will be selected. The following formula may be used for calculating NPV of a bid:</p> $NPV = \sum_{t=0}^N \frac{A_t}{(1-i)^t}$ <p>Where  <math>A_t</math> – Expected cash flow at time ‘t’  t – time of expected cash flow  N – Total period  i – Discount Rate</p>
e)	Discount rate to be used under the method is to be the Prime Lending Rate of State Bank of India on the Date of Opening of Price Bids.
f)	If there is any discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected accordingly.
g)	If there is any discrepancy between words and figures, the amount in words will prevail for calculation of price.
h)	The best acceptable bid will be considered further for placement of the Contract after price negotiation as decided by the Buyer.



## Part VII Price Bid Format

*{Note to Lab: Please choose relevant BOQ template from Defence eProcurement Portal, download the required template, may edit to suit the requirement, validate it and upload it for seeking bidders offer}*

**Price Bid (BOQ):** To be filled as per the format attached and to be uploaded in Cover 2 (for online bidding mode):

*{Note to Lab: While finalizing BOQ template, Please seek following details from the Bidder. (Remaining part is for reference only, not to be uploaded with the RFP)}*

1) **Price Bid Format (to be used for L1 determination):**

The Price Bid Format may seek following details from the Bidders:

## (a) Basic cost of the item(s):

Sl. No.	Description of Item	Unit Price (Currency)	UoM	Qty	Total Price (Currency)
A					
B					
C					
Total Price of Item (s)					

## (b) Accessories:

Accessories Detail	Description	Unit Cost	Total
A1			
A2			
-			
-			
An			

## (c) Packing and Forwarding Charges:

## (d) Transit Insurance Charges:

## (e) Transportation Charges:

## (f) Non Recurring Expenditure (NRE):

## (g) Installation / Commissioning Charges:

## (h) Training Charges:

Sl. No.	Training Type	Training Charges
1.	a) Operational & Maintenance Training	
2.	b) Advance Level Training	
3.	Any other training as per requirement	

## (i) Technical Literature / Documentation Charges:

## (j) Transfer of Technology (ToT) Charges:

## (k) Cost of Essential Tools (to meet the functional requirement as per RFP):

SIGNATURE OF BIDDER

SEAL OF COMPANY



(l) Extended Comprehensive Warranty Cost (in addition to standard warranty to cover RFP requirement):	
(m) Any Other Item Cost:	
*(o) Comprehensive AMC cost per year (beyond warranty period specified in RFP) for a period of 03 years (year wise, i.e., 1 <sup>st</sup> year, 2 <sup>nd</sup> year & 3 <sup>rd</sup> year):	
*(p) Non-Comprehensive AMC cost per year (beyond warranty period specified in RFP) for a period of 03 years (year wise, i.e., 1 <sup>st</sup> year, 2 <sup>nd</sup> year & 3 <sup>rd</sup> year):	
*Note: Bidders are requested to quote these cost(s) as per requirements mentioned in Para 23(b) or 23(c) or 23(d) of Part-III of this RFP.	
(n) Sub-Total:	
2) <b>Taxes and Duties:</b>	
a)	If GST is extra, then mention following: (i) Total value on which GST is leviable: (ii) Rate of GST: (iii) Total value of GST leviable:
b)	If Local Tax is extra, then mention following: (i) Total value of Contract on which Local Tax is leviable: (ii) Rate of Local Tax leviable: (iii) Total value of Local Tax leviable:
c)	Entry taxes:
d)	Any other Taxes / Duties:
e)	<b>Grand Total</b> (Sub Total + GST + Local Tax + any other Tax / duty) (to be used for L1 determination**):
**Note: L1 determination would be as per details mentioned in Para 23(a) or 23(b) or 23(c) or 23(d) of Part-III of this RFP and Part-VI of this RFP.	



# SPECIFICATION / SCOPE OF WORK

SIGNATURE OF BIDDER

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SEAL OF COMPANY

### TECHNICAL SPECIFICATION FOR SATELLITE MODEM

<b>Compatibility with CnC modem of Comtech is desirable, but not mandatory</b>		
Specification	Details	Remark
<b>Data Rate</b>	18 Kbps to 5 Mbps	In 1bps steps
<b>Operating Frequency:</b>	IF: 50-180MHz (standard) L-Band: 950-2250MHz (Option)	Independent TX and RX operation at least 100Hz resolution
<b>Major Operating Modes:</b>	Closed Network LDPC/TPC Codec (option) Double talk carrier in carrier / Paired carrier	
<b>FEC &amp; Modulation</b>		
None	Uncoded BPSK/QPSK/OQPSK	
Viterbi	Rate 1/2 BPSK/QPSK/OQPSK Rate 3/4 QPSK/OQPSK Rate 7/8 QPSK/OQPSK	
Viterbi with Reed Solomon	Rate 3/4 16-QAM Rate 7/8 16-QAM	
Reed Solomon	Closed network modes	
Integrated LDPC and TPC Codec	LDPC Code Rates Rate 1/2 BPSK/QPSK/OQPSK Rate 2/3 QPSK/OQPSK/8PSK/8-QAM Rate 3/4 QPSK/OQPSK/8PSK/8-QAM /16-QAM TPC Code Rates Rate 5/16 BPSK Rate 21/44 BPSK/QPSK/OQPSK Rate 3/4 QPSK/OQPSK/8PSK/8-QAM/16-QAM Rate 7/8 QPSK/OQPSK/8PSK/8-QAM/16-QAM Rate 0.95 QPSK/OQPSK/8PSK/8-QAM	
Management	10/100 Base-T Ethernet with SNMP, HTTP and Telnet support, EIA-232, EIA-485 (2 or 4 wire)	Managed Ethernet switch with VLAN capability & port-based priority or VLAN priority
Data Interfaces	4 - port 10/100 Base-T managed ethernet switch EIA-422, V.35 DCE, G.703 E1, 2.048 Mbps (Unbalanced 75Ω or balanced 120Ω)	4×RJ-45 (Should support jumbo frame)
<b>Modulator</b>		
	Transmit Filtering	With roll off 5%, 10%, 15%, 20%, 25%, 35%
	Harmonics and Spurious	Better than -60dBc/4KHz
	Transmit On/Off Ratio	- 60dBc minimum
	Output Power	IF: 0 to -25 dBm, 0.1dB steps 950-2250 MHz: 0 to -30 dBm, 0.1 dB steps
	Power stability/accuracy	+/-1.0 dB, 0 to 50 deg C






	Output Impedance & return Loss	50-180Hz: 50 ohm, 16dB minimum return loss 950-2250 MHz: 50-ohm, 12 dB minimum return loss
	Clock Options	Internal- +/-0.06 ppm (SCT) External Clock- locking over a +/-100 ppm range (TT) Loop timing (Rx satellite clock) – Should support asymmetric operation
	BUC Reference (10 MHz)	Via TX IF Centre conductor 10.0MHz $\pm$ 0.06 ppm (with internal reference), selectable on/off, 0.0 dBm $\pm$ 3 dB
<b>Demodulator</b>		
	Input Power Range, Desired carrier	50-180 MHz: -105 + 10 log (symbol rate) to -70 + 10 log (symbol rate) dBm 950-2250 MHz: -130 + 10 log (symbol rate) to -80 + 10 log (symbol rate) dBm
	Maximum Input Power	+10 dBm or better
	Output Impedance & return Loss	50-180Hz: 50 ohm, 16dB minimum return loss 950-2250 MHz: 50-ohm, 12 dB minimum return loss
	Receive Clock	Rx Satellite, Tx Terrestrial, External Reference
	Clock Tracking	+/- 100 ppm minimum
	LNB Reference (10MHz)	Via RX IF Centre conductor 10.0 MHz $\pm$ 0.06 ppm (with internal reference), selectable on/off, 0.0 dBm $\pm$ 3 dB
	LNB Voltage	Selectable on/off 13/18/24 VDC
	Monitor Functions	Eb/No estimate, Correct BER, Frequency offset, Buffer fill state, Receive signal
<b>Bandwidth Option</b>	<b>Save</b>	Carrier-in Carrier/ Paired Carrier Board data rate 18 kbps to 5 Mbps full
<b>Environmental and Physical</b>	Temperature	Operating: 0 to 50 deg C, 95% Humidity Storage: 0 to 70 deg C, 95% Humidity
	Power Supply	100-240 VAC, 50 to 60 Hz
	Physical Dimensions	1RU, 19-inch rack mountable, Mounting Kit Should be provided

### Comprehensive onsite Warranty

1. The firm has to extend onsite comprehensive warranty for all the supplied products for 02 years.
2. The firm should be able to extend post warranty support after the expiry of warranty for another 05 years. The firm has to submit certificates stating the same with supporting letters from the OEMs.
3. In case of complain from the user about breakdown or non-functional of the system, the firm has to respond to make the system operational within 3 days of report. The firm representative may have to visit onsite for the above job if required. In case replacement of the equipment is required, the firm has to replace the faulty item within 07 days. In case firm fails to meet the requirement, the firm has to extend the warranty and PBG by the period repair/ replacement exceeds 10 days' time.

### Scope of work

1. The firm shall supply the items listed in list of deliverables as per specification listed in "detailed technical specifications" at ITR, Chandipur.
2. The Firm has to test and show the functionalities of all the supplied items in our premises for acceptance.
3. The Firm shall supply all the necessary accessories along with the supplied goods, data sheets and documentation, which may be required, whether mentioned or not mentioned in the tender, for acceptance of the products by user.
4. The firm has to provide technical support during warranty period.
5. The firm must submit proof of compliance of all specification and terms & conditions.

### List of Deliverables:

Sl. No.	Item	Quantity	Unit
1	Satellite Modem	20	Nos





### Other terms and Conditions

1. The Firm should quote the full product as per list of deliverables. Partly quoted product will not be acceptable.
2. The proposed model/device/product should have minimum 07 years of service availability assurance from OEM (**Should be enclosed in OEM letter Head**) from the date of implementation.
3. The firm must attach the compliance matrix with relevant catalogue / datasheet of the make and model of the product quoted, which should be available over the official website of the manufactures.
4. The firm has to submit authorization letter from OEM for the quoted product.





Tender Inviting Authority: INTEGRATED TEST RANGE (ITR), CHANDIPUR

Name of Work: Satellite Modem for VSAT Network

Contract No: ITR/27ATT006/CMS-II

<div> <div>Name of the Bidder/ Bidding Firm / Company :</div> <div> <div>Validate</div> <div>Print</div> <div>Help</div> <div>Item Wise BoQ</div> </div> </div>														
<div> <div>PRICE SCHEDULE</div> <div>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</div> </div>														
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Currency Conversion against each item	Quoted Currency in INR / Other Currency	FIGURES To be entered by the Bidder in (As per your currency)	BASIC RATE In	Freight Charges ( Unloading & Stacking) to be included with the equipment cost (if applicable in Percentage)	Freight Charges Amount in (As per your currency)	TOTAL AMOUNT (It will be based on column L) excluding freight charges in (As per your currency)	TOTAL AMOUNT including freight charges (As per your currency)	TOTAL AMOUNT in Words	TEXT #
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	TEXT #	TEXT #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	TEXT #
1	2	3	4	5	11	12	7	8	9	11	12	13		
1	Satellite Modem for VSAT Network													
1.01	Satellite Modem for VSAT Network	item1	20.00	Nos	Full Conversion	INR			0.00	0.00	0.00	0.00	INR Zero Only	
Total in Figures													INR Zero Only	
Quoted Rate in Words													INR Zero Only	



