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Government of India
Ministry of Defence
Defence R & D Organisation (DRDO)
Electronics and Radar Development
Establishment
DRDO Complex
C V Raman Nagar
Bangalore - 560093

ONLINE INVITATION OF BIDS

Invitation of Online Bids for Development, Supply, Site Assembly, Integration and Installation of High-Resolution Radar Hardware (As per list of deliverables)

Request for Proposal (RFP) for RFP No. LRDE/27DCT007/MMFD dated 04-Jun-2026

- 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.
- 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 LRDE |
| b. Postal address : | DRDO Complex
C V Raman Nagar
Bangalore - 560093 |
| c. Name and Designation of contact Officer : | MEERA DAS
SCIENTIST G |
| d. Telephone No(s) of contact Officer : | +080 - 25025317 |
| e. Fax number(s): | 080-25242916 |
| f. email-ID of contact Officer : | purchase.lrde@gov.in |

- This RFP is divided into 7 (SEVEN) parts as follows :

- 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.
- 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 and DRDO Website (www.drdo.org)
- Part III** contains **Special Terms and Conditions** applicable to this RFP and which will also form part of the Contract with the successful Bidder(s).
- Part IV** contains **Firm/Supplier Qualification Criteria**. [Attached as FQC-01]
- Part V** contains **Details of the Store(s) / Service(s) Required** e.g Technical Specifications, Delivery Period, Mode of Delivery, Consignee details, etc.
- Part VI** contains **Evaluation Criteria Of BIDS**
- Part VII** contains **Format of Price Bid**. Price bid needs to be filled and uploaded as per Supplied Format only.

- 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.
- You may contact The Director LRDE 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 LRDE
For & on behalf of President of India**

PART-I(A) - GENERAL INFORMATION AND INSTRUCTIONS

1. Pre-Bid Conference

A pre-bid meeting will be held at 14:00 hrs on 11-JUN-2026 at D-LRR, Conference Room LRDE. to answer any queries or to clarify doubts regarding submission of proposals. Bidders or their authorized representatives (duly authorised in writing) are invited to attend. This event will not be postponed due to non-presence of your representative.

2. Last Date and Time for Uploading the Bids

2.1 As specified in defproc.gov.in

The online Bids (both Techno-Commercial and Price bid, in case of two bids system) should be uploaded by the due date and time. The responsibility to ensure this lies with the Bidder.

3. Location of the Tender Box

3.1 Tender Box is located at LRDE Security Gate (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 / Deposition of Bids

4.1 Bids (both Techno-Commercial and Price bid, in case of two bids system) is required to be submitted online on Portal (<https://defproc.gov.in>). Bids sent by Post/FAX or e-mail will not be considered.

5. Time and Date for opening of Bids :

5.1 Bids will be opened online as specified on defproc.gov.in. If due to any exigency, the due date for opening of the bids is declared a closed holiday, the bids will be opened on the next working day at the same time or on any other day / time, as intimated by the buyer.

6. Place of Opening of the Bids :

6.1 Bids will be opened online only.

7. Marking of Bids

7.1 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

8. Procedure for Submission of Bid

8.1 For Online Bids

Bids would be submitted as per standard online e-procurement procedure for Single Bid/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 Director, on or before "Bid submission end date and time". In case Original tender fee and EMD instrument (if applicable) are not received on or before "Technical bid opening date and time", bid of such bidders will summarily be rejected.

9. Forwarding of Bids

9.1 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 e-mail address of firm's office failing which the bid would not be considered.

10. Clarification Regarding Contents of the RFP

A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications at least 7 (seven) days prior to the date of opening of the Bids. Copies of the query and clarifications by the purchaser will be sent to all prospective bidders who have received the bidding documents from the lab and would be posted on the website.

11. Indian firms need to quote only in Indian Rupees

Bidders must submit Quotation pertaining to themselves only. An Indian firm can quote in FE on behalf of their OEM only if they are either a 100% subsidiary of the OEM or an Indian Agent of the foreign OEM in accordance with their agency agreement. The firms claiming to be:

Handwritten signature

- a) A 100% subsidiary would be required to produce documentary evidence in support of their claim along with their Techno-Commercial bid failing which their bid would be disqualified.
- b) An agent of foreign OEM, for submitting the offer on behalf of OEM, would be required to produce a copy of their agency agreement with the principals and a copy of registration/enlistment with DRDO/Ministry of Defence as an Indian agent, if registered/enlisted, along with their Techno-Commercial bid, failing which the bid would be disqualified. It would be mandatory for an Indian agent to get registered / enlisted with DRDO/Ministry of Defence as an Indian agent of OEM prior to evaluation of their Price bid, failing which their bid also would be disqualified.

12. Validity of Bids

The Bids should remain valid for 240 days from the date of opening of Bids.

13. Modification and Withdrawal of Bids

13.1 If a bidder intends to modify or withdraw his Bid after online submission, it can be done through selection of appropriate option available on the defproc.gov.in portal.

14. Earnest Money Deposit (Bid Security): Applicable for non-registered vendors

14.1 "Bidders are required to submit Earnest Money Deposit (EMD) instrument, in favour of The Director LRDE, Bangalore, for amount of Rs. 4,60,00,000/- in Indian Rupee only along with their bids. In case of two bid system, EMD shall be enclosed in the envelope containing the Techno-Commercial bid for Offline Tenders and for online upload scanned copy of EMD on website. The EMD may be submitted by Indigenous bidder in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee. In case of foreign bidder, EMD is to be submitted in the form of appropriate Bank Guarantee from a first class bank of international repute. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them, without any interest whatsoever, at the earliest after expiry of the final bid validity and latest on or before the thirtieth day after the award of the Contract.

EMD of the successful bidder would be returned without any interest whatsoever after the receipt of Performance Security Bond from them as called for in the Contract. EMD is not required to be submitted by those Bidders who are registered with the National Small Industries Corporation (NSIC), Departments of MoD, other DRDO labs and as per the policy of Government of India in vogue. Such bidders would be required to furnish the relevant documents in their Techno-Commercial bid in support of the claim. The EMD will be forfeited if the Bidder withdraws amends, impairs or derogates from the tender in any respect within the validity period of their tender.

In case original Tender Fees and EMD instrument (if applicable) are not received on or before ``techno-commercial bid opening date and time``, bid of such vendors will summarily be rejected."

14.2 Bid Security Declaration : Not Applicable

~~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 upto 2 years from being eligible to submit Bids for contracts with the any procuring entity of DRDO.~~

15. Clarification Regarding Contents of the Bids

During evaluation of bids, the Buyer may, at his discretion, ask the bidder for clarification(s) on the Bid(s). The request for clarification will be given in writing. No clarification on the initiative of the bidder will be entertained after opening of bid.

16. Rejection of Bids

Canvassing by the Bidder in any form, unsolicited letter and post tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected. Non-compliance of applicable General Information will disqualify your Bid

17. Unwillingness to Quote

Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be de-registered for the range of items in this RFP,

as per the policy in vogue

18. Debarred/blacklisted firms

Bids of debarred/blacklisted firms will not be considered for evaluation

19. Document to be submitted with Techno-commercial Bid:

The following documents are to be furnished by the Bidder in Cover-1 along with Techno Commercial Bid as per the tender document:

19.1 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.

19.2 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.

19.3 Scanned Copy of Proforma of End User Certificate for Export License (if applicable). If not applicable kindly upload a pdf document indicating Not Applicable.

19.4 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).

19.5 Scanned copy of instrument used to provide Tender Fee and Earnest Money Deposit or Proof of Registration with DRDO/MOD/ NSIC etc.

19.6 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.

Note :

The original Tender Fees and EMD Instrument along with complete technical details such as Brochures, catalogues and write-ups if any should also be sent by post/courier in an envelope, addressed to The Director LRDE, Bangalore, positively on or before ``Bid submission end date``.

20. Price Bid to be uploaded in Cover-2

as specified in defproc.gov.in

PART-I(B) - TENDER ACCEPTANCE LETTER (E-PROCUREMENT)
(TO BE FILLED BY BIDDER AND UPLOADED IN COVER 1)

(To be given on Company Letter Head)

Date :

To,

The Director, LRDE

Subject : Acceptance of Terms & Conditions of Tender.

Tender Reference No. and ID: _____

Name of the Tender / Work: _____

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 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 do hereby declare that our firm/company has not been blacklisted/debarred by any Govt. Department/Public Sector undertaking.
6. I / We certify that all information furnished by the 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 earnestmoney deposit absolutely.\n\n

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

Compliance Table

S.No.	Part of RFP	Compliance of Para / Sub Para of RFP (Yes / No)	Reasons for Compliance / Non-Compliance (if any)	Remarks

PART-II(A) - STANDARD TERMS & CONDITIONS

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

1. Effective Date of the Contract

~~In case of placement of a supply order,~~The date of acceptance of the Supply Order would be deemed as effective date (not later than 07 days from the date of communication through electronic means) 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 any one of the following provision:

3.1 Option 3(a) : For Defence PSUs

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

3.2 Option 3(b) : For Central Public Sector Enterprises (CPSEs)

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 by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as per provisions of Department of Public Enterprises OM No. 05/0003/2019-FTS-10937 dated 14 Dec 2022 as amended.

3.3 Option 3(c) : For Other firms

The cases of arbitration may be referred to arbitrator / arbitrators appointed as per section 11 of Indian Arbitration and Conciliation Act, 1996 as amended and the proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996 as amended.

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 as amended.

Bidders need to select one of the above options

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

5.1 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

5.2 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 be communicated in the offers specifically. 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 organisation, 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:

a) Name of the Agent

b) Agency Agreement between the Seller and the Agent giving details of their contractual obligation

c) PAN Number, name and address of bankers in India and abroad in respect of Indian Agent

d) The nature of services to be rendered by the Agent and

e) Percentage of 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.

8. Withholding of Payment

In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in the Contract, the Buyer may, at his discretion, withhold any payment until the completion of the Contract.

9. Liquidated Damages

The Buyer may deduct from the Seller, as agreed, liquidated damages at the rate of 0.25% per week or part thereof, of the total cost 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 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. The maximum quantum of LD would be 10% of the total order value.

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10. Termination of Contract

The buyer reserves the right to terminate the contract under any of the following condition;

10.1 The store/service is not received/rendered as per the contracted schedule(s) and the same has not been extended by the Buyer

OR

The delivery of the store/service is delayed for causes not attributable to Force Majeure for more than 06 (six) months after the scheduled date of delivery and the delivery period has not been extended by the Buyer

10.2 The delivery of store/service is delayed due to causes of Force Majeure by more than 06 (six) months provided Force Majeure clause is included in the contract and the delivery period has not been extended by the Buyer

10.3 The Seller is declared bankrupt or becomes insolvent

10.4 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.

10.5 As per decision of the Arbitration Tribunal.

11. Notices

Any notice required or permitted by the Contract shall be written in English language and may be delivered personally or may be sent by FAX/email or registered pre-paid mail/ airmail/e-mail, addressed to the last known address of the party to whom it is sent.

12. Transfer and Sub-letting

The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the Contract or any part thereof without written consent of the Buyer.

13. Use of Patents and other Industrial Property Rights

The prices stated in the Contract/ 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.

14. Amendments

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.

15. Taxes and Duties

15.1 In respect of Indigenous Bidders

(i) General:

Bidders must indicate separately the relevant taxes/ duties as per prevalent rates for the delivery of completed goods specified in RFP. If a Bidder is exempted from payment of any duty/ tax upto any value of supplies from them, he should clearly state that no such duty/ tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/ quantum of any Duty/ tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities.

a) Any changes in statutory levies, taxes and duties levied by Central/ State/ Local governments such as GST/ entry tax, etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/ tax paid by the Seller. Similarly, in case of downward revision in any such 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. Section 64-A of Sales of Goods Act will be relevant in this situation.

b) Levies, taxes and duties levied by Central/ State/ Local governments such as GST/ entry tax, etc on final product will be paid by the Buyer on actuals, based on relevant documentary evidence, wherever applicable. Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

c) TDS as per Income Tax Rules will be deducted and a certificate to that effect will be issued by the Buyer.

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.

(ii) Local Taxes:

a) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of Town 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 authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town 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.

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.

16. Denial Clause

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

17. Undertaking from the Bidders

Bidder/firm/company/supplier 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. organisation and that there is no enquiry going on by CBI/ED/any other Govt. agency against them.

18. Purchase Preference Policy

Make in India: 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 15th June 2017 and as amended (for updated details please refer to www.dipp.gov.in)

19. Purchase preference to Micro and small enterprises (MSEs): Not Applicable

~~Purchase preference to Micro and small enterprises (MSEs) will be given to 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).~~

20. Documents to be Furnished for Claiming Payment

20.1 Indigenous Sellers

The payment of bills will be made on submission of the following documents by the Seller to the Buyer.

20.1.1 Any other document / certificate that may be provided for in the Contract.

20.1.2 Ink-signed copy of Contractor's Bill.

20.1.3 Ink-signed copy of Commercial Invoice / Seller's Bill.

20.1.4 Bank Guarantee for Advance, if applicable.

20.1.5 Guarantee/ Warranty Certificate.

20.1.6 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).

20.1.7 Original copy of the Contract and amendments thereon, if any.

20.1.8 Self certification from the Seller that the GST/ applicable taxes as received under the contract would be deposited to the concerned taxation authority.

21. Franking Clause

21.1 In Case of Acceptance of Store(s)

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.

21.2 In Case of Rejection of Store(s)

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.

22. Claims

22.1 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.

22.2 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.

23. Liability Clause

23.1 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.

23.2 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.

23.3 Either party would provide reasonable assistance to resolve the claim of other Party to mitigate loss or damage.

23.4 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.

23.5 The Buyer shall not be liable for any compensation in any manner to the Seller for whatsoever reason.

23.6 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.

24. Risk and Expense Purchase

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.

25. INCOTERMS for Delivery and Transportation (for Foreign Bidder only)

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.

26. Handling of Classified Information by Indian Licensed Defence Industry

"a) 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(SMLDI) issued by MoD (Department of Defence Production).The Indian Licensed Defence Companies (ILDCs) shall get an annual Cyber Security Audit conducted. This cyber security Audit shall be undertaken by a Third Party, from the list of certified Cyber Security Auditors as published by Computer Emergency Response Team- India (CERTIn).

b) In case of lapses on Indian Licensed Defence Companies(ILDCs) pertaining to security provisions, necessary action would be taken as per provisions contained in SMLDI Manual and recommendation of a duly constituted Committee by DG Cluster (concerned). Based on the recommendations of the Committee, appropriate action would be taken with the approval of Secretary DD(R&D)."

27. Support to Start-ups : Not Applicable

~~This RFP complies with Ministry of Finance, Department of Expenditure, Public Procurement Division OM No. F.20/212014-PPD dtd 26.07.2016 and subsequent clarifications dtd 20.09.2016; 27.07.2019; 29.06.2020 and provides following support to Start-ups (as defined by the Department of Promotion and Industrial and Internal Trade - DPIIT):-~~

~~a. Exemption from submission of Bid Security.~~

~~b. Relaxation in prior Turnover and Experience: The Lab reserves its right to relax the condition of prior turnover and prior experience for Start-up enterprises subject to meeting of quality and technical specifications. The decision of the procuring entity in this regard shall be final.~~

28. Restrictions on procurement from bidders from a country or countries, or a class of countries under 144 (xi) of the General Financial Rules 2017

We certify as under:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfill all requirements in this regard and are eligible to be considered".

We certify that:

a) We are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). And;

b) We shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

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PART-II(B) - INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. The bidders are required to submit soft copies of their bids electronically on the Defence eProcurement Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Defence eProcurement Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Defence eProcurement Portal.

2. More information useful for submitting online bids on the Defence eProcurement Portal may be obtained at: <https://defproc.gov.in>

3. REGISTRATION

3.1 Bidders are required to enroll on the e-Procurement module of the Defence eProcurement Portal (URL: <https://defproc.gov.in>) by clicking on the link "Online bidder Enrollment" on the Defence eProcurement Portal which is free of charge.

3.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3.3 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 eProcurement Portal.

3.4 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.

3.5 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.

3.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

4. SEARCHING FOR TENDER DOCUMENTS

4.1 There are various search options built in the Defence eProcurement 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 eProcurement Portal.

4.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective "My Tenders" folder. This would enable the Defence eProcurement Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

4.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

5. PREPARATION OF BIDS

5.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.

5.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

5.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

5.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be

directly submitted from the ``My Space`` area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

6. SUBMISSION OF BIDS

6.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

6.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

6.3 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 e-MRO portal of SBI or through offline mode.

6.4 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD (Demand draft) /any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

6.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ 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 coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

6.6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

6.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.

6.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

6.9 Upon the successful and timely submission of bids (ie after Clicking ``Freeze Bid Submission`` in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

6.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

7. ASSISTANCE TO BIDDERS

7.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

7.2 Any queries relating to the process of online bid submission or queries relating to Defence eProcurement Portal in general may be directed to the 24x7 Defence eProcurement Portal Helpdesk.

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 : Not Applicable

2. Performance Security Bond

Not Applicable

3. Warranty Bond

The Warranty Bond will be forfeited by the Buyer, in case the conditions regarding warranty provisions of the contract are not fulfilled by the Seller.

Warranty Bond for an amount of 3% of the contract/supply value (inclusive of taxes and duties) would be obtained from the seller prior to return of performance security bond (if applicable). 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.

3.1 Indigenous Bidder

They may be accepted in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a commercial bank (including e-Bank Guarantee) from any Indian Public or Private Scheduled Commercial Bank (as notified by RBI) or online payment in an acceptable form.

3.2 Foreign Bidder

They may be accepted in the form of Bank Guarantee or Stand-by Letter of Credit from an internationally recognized first class bank.

4. Option Clause

The Buyer can exercise an option to procure an additional 50% 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.

5. Repeat Order Clause

The Buyer can order up to 50% quantity of the original contracted quantity (rounded up to the next whole number) under the Contract within twelve months 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 the discretion of the Buyer to exercise the Repeat order or not.

6. Tolerance Clause

Not Applicable

7. Purchase Preference Clause

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.

7.1 Bidders are divided into three categories based on Local Content. Local Content is the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including

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all customs duties) as a proportion of the total value, in percent:

- 'Class-I local supplier': Local content equal to or more than 50 % minimum, if not prescribed.
- 'Class II Local Supplier': Local content equal to or more than 20 % minimum, if not prescribed.
- 'Non Local supplier': Local content less than that applicable for Class II Local supplier.

Note: If Nodal Ministry/Department has prescribed Local content higher than as mentioned above, the same will be applicable.

7.2 Margin of Purchase preference shall be 20%.

7.3 Purchase preference (s)

a. In the procurement of goods or works, which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier' as per following procedure:

- Among all qualified bids, lowest bid is termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

- If L1 is not 'Class-I local supplier' then 50% of the Order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the 'Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on 'Class-I local supplier's, then such balance quantity may also be ordered on the L1 bidder.

b. In the procurement of goods or works, , which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier' as per following procedure:

- Among all qualified bids, the lowest bid is termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

- If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier's, will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such "Class-I local supplier" subject to matching the L1 price.

- In case such lowest eligible "Class-I local supplier" fails to match the L1 price, the "Class-I local supplier" with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the "Class-I local supplier" within the margin of purchase preference matches the L1 price; the contract may be awarded to the L1 bidder.

7.4 Information to be provided by vendor for verification of local content

a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the term offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier' as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. In cases 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 or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c. A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for

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preference under this Order for procurement by any other procuring entity for the duration of the debarment.
d. False declarations will be in breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

8. Transfer of Technology (ToT)

Not Applicable

9. Permissible Time Frame for Submission of Bills

To claim payment (part or full), the Seller shall submit the bill(s) along with the relevant documents within 15 days from the completion of the activity / supply

10. Payment Term

10.1 For Indigenous Seller

The Accounting and Payment currencies shall be in INR

The payment will be made as per the following terms, on production of the requisite documents :

10.1.1 Payment Terms for L1:

- a. 30% of the Order value excluding taxes as advance against BG of 110% of the amount valid till 60 days beyond final delivery and acceptance of item.
- b. 20% of the Order value including taxes on completion of M-6.
- c. 30% of the Order value including taxes on completion of M-7.
- d. Balance Payment including taxes on completion of M-9 and Submission of Warranty Bond.

11. Advance Payment

11.1 Interest free mobilization advance payment of 30 % of the Contract value may be made, preferably in not less than two installments, against submission of Bank Guarantee, in favour of The Director LRDE , Bangalore , 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 (from the date of its receipt), compounded quarterly, at the rate of 2% above (i) MCLR (Marginal Cost of Funds Based Lending Rate) declared by the 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.

12. Part Supply and Pro-rata Payment

Part Supply and Pro-rata Payment terms are as follows:

12.1 Part Supply

Part Supply will not be acceptable.

12.2 Pro rate payment

Pro rata payment will not be made for the part supplies of the store(s) made.

13. Mode of Payment

13.1 For Indigenous Sellers

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

14. Exchange Rate Variation (ERV) Clause : Not Applicable

~~This clause will be applicable only in case the delivery period exceeds 12 Months from the Effective Date of~~

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the Contract which involves import content (foreign exchange):

14.1 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 Major Currency Wise Import Content Breakup					
Year	Total Cost of Material	FE Content outflow (Equivalent in Rs. in Crores)			
		\$	€	£	Others

14.2 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 BC selling rate of the State Bank of India of the foreign exchange element on the day of last date of submission of bids.

14.3 The base date for ERV would be the Date of opening of Price Bid 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.

14.4 ERV clause will not be applicable under following circumstances:

14.4.1 Cases where delivery periods for imported content are subsequently to be refixed /extended except for reasons solely attributable to the Buyer or Force Majeure.

14.4.2 Cases where movement of exchange rate falls within the limit of plus/minus 2 % of the reference exchange rate adopted for the valuation of the Contract

14.5 The impact of notified ERV shall be computed on a yearly basis for the outflow as mentioned by the Bidder in their tender and shall be paid / refunded before the end of the financial year based on certification by the Buyer.

15. Buy-Back

Not Applicable

16. Export License

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.

17. Free Issue of Material (FIM) as raw material

Not Applicable

18. Terms of Delivery

18.1 For Indigenous Bidder

The delivery of goods shall be on FOR LRDE/K-Site Kolar basis.

19. Packing and Marking Instructions

19.1 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.

19.2 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.

19.3 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.

19.4 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 :

19.5 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 colour.

19.6 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 :

19.7 If necessary, each package shall be marked with warning inscriptions: "Top", "Do not turn over", category of cargo etc.

20. Inspection Instructions

20.1 Raw material inspection : Applicable

20.2 Part inspection : Applicable

20.3 Stage/Subsystem inspection : Applicable

20.4 Pre Delivery Inspection : Applicable

20.5 Factory Acceptance Test : Applicable

20.6 Post Delivery inspection on receipt of store : Applicable

20.7 QAP Doc / Specification No : Applicable

20.8 Inspection Agency

Director or his nominated Rep

20.9 Inspection Authority

The Inspection will be carried out by Director LRDE or his nominated Rep.

21. Warranty

21.1 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, 12 months from the date of acceptance / installation of the said goods stores/articles. If during the aforesaid period of 12 months, 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 on the Buyer.

21.2 If the defective part/subsystem/system needs to be taken by the Seller outside Buyer's premises to rectify the defect, Seller shall provide a comprehensive (during transit & storage insurance for repair period) insurance cover of the equivalent amount to the Buyer to cover for the time taken to rectify the defective goods and deliver the repaired or replaced goods at the same location without any financial implications on Buyer.

21.3 In cases of procurement of software, Seller shall issue/provide up grades of the software free of cost during the warranty period.

22. Product Support

22.1 The Seller agrees to provide product support for the stores, assemblies/ subassemblies, fitment items, spares and consumables, Special Maintenance Tools (SMT)/ Special Test Equipment (STE) for a minimum period of 20 years excluding 12 months of warranty period after the delivery.

22.2 The Seller agrees to undertake a Maintenance Contract for a minimum period of 36 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.

22.3 Besides mandatory period, the Seller would be bound to give at least two years notice to the Buyer prior to closing the production line so as to enable a life time buy of spares before closure of the said production line.

23. Annual Maintenance Contract (AMC) Clause

Not Applicable

24. Price Variation (PV) Clause

Not Applicable

25. Intellectual Property Rights (IPR)

25.1 The rights of Intellectual Property, developed under the Contract, will be the property of DRDO, MoD, Govt. of India. 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 knowhow/ 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.

26. Minimum Order Quantity

Bidder may indicate the applicable minimum order quantity (MOQ) if the quantity demanded by the buyer is less than MOQ.

27. Pre-Contract Integrity Pact Clause

An "Integrity Pact" would be signed between the Ministry of Defence / Buyer and the Bidder and the Bidder shall deposit Rs. 7000000 as PCIP-Earnest Money Deposit (PCIP-EMD), in favour of The Director LRDE ,Bangalore, 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 PCIP-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 PCIP-EMD' put together in an envelope containing the bid. This is a binding agreement between the Buyer and 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

27.1 A pact (contract) between the Government of India (Ministry of Defence) (the authority or the "Principal") and firm submitting a bid for this specific activity (the "Bidder")

27.2 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

27.3 A statement by each Bidder that they have not paid, and will not pay, any bribes

27.4 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;

27.5 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

27.6 Undertaking on behalf of a Bidding company will be made "in the name and on behalf of the company's Chief Executive Officer".

27.7 Any or all of the following set of sanctions could be enforced for any violation by a Bidder of its commitments or undertakings a) Denial or loss of contracts.

b) Forfeiture of the PCIP-EMD and Performance cum Security/Warranty Bond.

c) Liability for damages to the Principal and the competing Bidders; and

d) Debarment of the violator by the Principal for an appropriate period of time.

27.8 Bidders are also advised to have a company code of conduct clearly rejecting the use of bribes and other unethical behaviour and compliance program for the implementation of the code of conduct throughout the company.

27.9 The Bidders are required to sign the pact and submit it separately along with the Techno-Commercial and Price bid.

28. Independent External Monitors (IEM) : refer Annexure IV for details

Particulars of IEMs appointed by MoD for this Pact in consultation with the Central Vigilance Commission are as under (applicable only when Pre- Integrity Pact Clause is applicable) :

Sl. No.	Name of IEM	e-mail id of IEM
1	Shri Gangaram Aloria , IAS(GJ:1981)(Retd)	aloriag@yahoo.co.uk
2	Shri Sarvagya Kumar Srivastava	sarvagyas@hotmail.com

29. Certificate in respect of Fall Clause

Not Applicable

30. Force Majeure Clause

30.1 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.

30.2 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.

30.3 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.

30.4 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.

30.5 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.

31. Acquiring Manufacturing Drawings and Associated Hardware:

Manufacturing drawings prepared during the development phase shall be the property of the DRDO/ Ministry of Defence and will be handed over to DRDO whenever required. Further, these will also not be used by the development partner for any purpose other than stated in the contract, without the written consent of DRDO. All dies/tools/die sets/ jigs/ fixtures/ moulds fabricated under the contract which are charged separately will be returned to the Lab/Estt unless specified otherwise in the contract.

32. Return of Documents

Documents, specifications, drawings issued to development partner(s) or prepared by them will be property of DRDO and the same will be returned to DRDO on demand. Any loss or damage to these documents shall be recovered from the development partner.

33. Selection of Development cum Production Partner (DcPP(s)) / Production Agency (PA(s))

Not Applicable

34. Any Other Additional Terms and Conditions

34.1 a. Prospective industries and their identified partner industries participation in Pre-Bid meeting is compulsory. NDA shall be signed during the pre-bid meeting and subsequently, the technical documents i.e., Scope of Work, Detailed Technical Specification, Environmental Conditions General Requirements, EMC General Requirement, Safety General Requirement and Acceptance and Test Plan documents will be shared to the industries.

b. Warranty Bond should be submitted after final inspection and acceptance of items at LRDE without which payment will not be made.

c. The Seller providing goods to central government organisation has to be registered on GeM and have to obtain a unique GeM seller ID.

34.2 Following documents have to be submitted as per the format enclosed:

a. Certification under Preference to Make in India - Annexure-I

b. Undertaking - Annexure-II

c. Procedure for submitting e-MRO is enclosed as Annexure-III

d. Independent External Monitors (IEM) is enclosed at Annexure-IV

e. Detailed delivery schedule Annexure-V

f. Copy of PAN Card, GST Certificate, EFTS Form and Cancelled Cheque

34.3 a. No exemptions shall be given to MSME and start-up for Years of Experience and Turnover criteria.

b. Pre-Contract Integrity Pact - Earnest Money Deposit (PCIP-EMD):

Bidders are required to submit PCIP-EMD in the form of insurance Surety Bonds, Account Payee Demand Draft drawn in favour of the Director LRDE, Bengaluru, Fixed Deposit Receipt, Bankers Check or a Bank Guarantee in acceptable form as per DRDO.BG.1 (including eBank Guarantee) from any Indian Public or Private Scheduled Commercial Bank (as notified in RBI) or online payment in an acceptable form for an amount of Rs. 70.00 Lakhs which is valid for 12 Months as per point No. 8 of Part -1(A) - General information and Instructions (Format enclosed as Appendix A).

34.4 PCIP-EMD of the unsuccessful bidders will be refunded in full, without any interest after finalization of TCEC/L1 declaration/ supply order. The successful bidder, shall either extend the validity of existing PCIP-EMD or submit another PCIP-EMD instrument valid till completion of all supply. The PCIP-EMD will act as a security for PCIP during completion of contract obligation by the supplier except during warranty period.

34.5 PCIP-EMD will be forfeited in the following cases:

I) If the bidder withdraws/amends/derogates from the bidding process in any respect within the period of validity of bid.

II) Fails or refused to accept/ execute the contract

III) If the successful bidder fails to extend the validity of existing PCIP-EMD instrument valid till completion of all supply

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- IV) If the bidder having been notified of the acceptance of his Bid by the buyer during the period of its validity
- V) If the bidder fails to furnish the required Warranty Bond for the due performance of the contract
- VI) If the bidder violates the provisions of Pre-Contract Integrity Pact (PCIP). The PCIP-EMD shall be submitted by all the bidders without any exemption.

34.6 The PCIP-EMD would secure the interest of buyer during bidding stage and also safeguard the provisions of the Pre-Contract Integrity Pact (PCIP). In case PCIP-EMD is not received on or before Techno-Commercial Bid opening date and time, bid of such vendors will be summarily rejected.

34.7 Exit Clause:

- I) If the Industry Partner fails to comply Milestone M3 detailed design review (DDR), R & D Module realization and demonstration within a period of T0 +6 month from the placement of contract, LRDE reserves the right to short close the contract without any liabilities on LRDE and forfeit the BG paid against advance.
- II) Refer to Annexure VI for Additional Special Terms and Condition and Annexure VII for Techno-Commercial Evaluation Criteria of Bids.

34.8 a. Name, Designation and Telephone Nos. of the contact Officers for Technical Queries - Shri. Sher Bahadur Yadav, Sc F (Ph. 080-25025568) , Mr. Virendra Kumar Sc F (Ph: 9481675382

b. You may contact Shri. Abid Hussain VA, Sc H, (Ph. 080-25025810), LRDE, DRDO Complex, C.V Raman Nagar, Bangalore 560093 for any grievance related to bidding condition.

34.9 Liquidated Damages will be on total cost (including elements of GST, freight/transportation and other variation like PVC/ERV etc) of the delayed stores.

34.10 Additional Terms and Conditions is enclosed as Annexure VI

34.11 Techno Commercial Evaluation Criteria of Bids is enclosed as Annexure VII

34.12 Non Disclosure Agreement is enclosed as Annexure VIII

34.13 To handle instances of abnormally low bids in procurement cases, the firm has to submit the Undertaking as per the format enclosed at Annexure 'IX'

34.14 Draft Development Contract is enclosed as Annexure 'X'

34.15 Scope of Work including List of Deliverables is enclosed as Annexure 'XI'

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PART-IV - FIRM /SUPPLIER QUALIFICATION CRITERIA

1. Vendor Qualification Criteria as per document No. FQC-01 attached.

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)	Required Quantity
1	Development, Supply, Site Assembly, Integration and Installation of High-Resolution Radar Hardware (As per list of deliverables)	1 Lot.
Total number of Items : 1 only		

2. Technical Details

2.1 Specifications/Drawings

Specifications/Drawings will be made available to the interested bidders by the RFP issuing authority. Specifications/drawings supplied by this office are to be returned with the Techno-Commercial Bid.

2.2 Documents will be made available after signing of Non-Disclosure Agreement [NDA] with the Buyer.

2.3 Technical details with technical parameters

2.4 Requirement of training/on-the-job training

2.5 Requirement of installation/commissioning

2.6 Full Inspection details as per provisions made in in Para 20 of Part III of the RFP.

2.7 Requirement of Technical Documentation

2.8 Nature of assistance required after completion of warranty as per provisions made in Para 22 of Part III of the RFP

2.9 Requirement of pre-site inspection

2.10 Any other details, as considered necessary

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:

Para of RFP Specifications (Item-wise)	Specifications of Item offered	Compliance to RFP Specifications - whether Yes / No	Remarks \n (In case of non-compliance deviation from the RFP to be specified in unambiguous terms. In case of compliance, brochure reference , if available, to be indicated)

3.1 For Commercially-Off-The-Shelf (COTS) items, it is mandatory to enclose/provide catalogue / technical brochure to support the claims of compliance.

4. Delivery Period

Expected Delivery Period for supply of items/rendering services would be 42 Month from the Effective Date of the Contract. Please note that the Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period with/ without LD clause will be at the sole discretion of the Buyer.

5. Period of AMC

Not Applicable

6. Consignee details

Name: The Director LRDE

Address: C V Raman Nagar, Bangalore - 560093

Contact details

Telephone No: 080-25025317

E-mail ID:purchase.lrde@gov.in

PART-VI - EVALUATION CRITERIA OF BIDS

1. Evaluation and Acceptance Criteria of Bids

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:

1.1 Techno-Commercial Bid Evaluation

Bids will be evaluated based on vendor qualification requirement as per Part IV of RFP or as per specifications, if applicable, and bids of the qualified bidders will be considered for further evaluation as mentioned in Part V of the RFP.

1.2 Price Bid Evaluation

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 the Price Format given at Part VII of the RFP. The Price Bid will be evaluated Lot wise.

2. Procedure for Cost Comparison

2.1 The basis for comparison of cost in different situations would be as follows :

a) The financial bids of the qualified bidders will be compared on the basis of price quoted in the price bid format of the RFP/Bid document.

b) If the competition is only among Indian bidders, the financial comparison should be considered on the basis of FOR destination prices including statutory levies, taxes and duties payable on final product.

c) If the competition is among Indian and foreign bidders, the CIP/CIF cost quoted by the foreign bidders at destination port loaded with Custom Duty (CD) & GST (as applicable) which are to be paid extra as per actuals and a charge @ 1% of CIP/CIF cost will be basis of comparison with the basic cost (FOR destination basis) offered by Indian bidders including statutory levies, taxes and duties payable on final product.

d) If competition is only among foreign bidders, the basis for comparison should be the CIF/CIP price (designated port). If CIF/CIP price is not available, additional 10% of FCA/FOB cost over and above quoted FCA/FOB cost to be loaded for comparison purpose only

e) In import cases, all the foreign bids would be brought to a common denomination in Indian Rupees by adopting the base exchange rate as BC selling rate of the State Bank of India on the day of last date of submission of bids.

f) The Buyer reserves the right to evaluate the offers received by adopting Discounted Cash 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:

- 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.
- 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.

g) Discount rate to be used under the method is to be the Government borrowing rate on the Date of Opening of Price Bids.

h) If there is a 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.

i) If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

j) The best acceptable bid will be considered further for placement of the Contract after price negotiation as

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decided by the Buyer.

k) Net Present Value (NPV) : 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. When comparing the various bids based on NPV analysis, the bid with the lowest NPV will be declared as L1.

The formula as in fig.(1) may be used for calculating NPV of the bid :

$$NPV = \sum_{t=0}^N \frac{A_t}{(1+i)^t}$$

Where

- A_t : Expected cash flow at time t
- t : Time of expected cash flow
- N : Total period
- i : Discount rate

PART-VII - PRICE BID FORMAT

To be filled as per the format attached and to be uploaded in Cover 2 (for online bidding mode).

PART IV – FIRM QUALIFICATION CRITERIA

1. Only bidders who qualify as "LOCAL SUPPLIERS (either as class -I or class -II local suppliers)" as per Government of India order No. P-45021/2/2017-PP(BE-II) dated 16 Sep 2020 issued by Govt of India, Ministry of Commerce and Industry, Department of Promotion of Industry and Internal Trade, New Delhi are eligible to participate in the tender. **Vendor with Make in India (MII) content more than 20% only will be considered.** A certificate for meeting the above criteria to be provided by the vendor along with the technical bid as given below :

Format for "Certification under Preference to Make in India order"

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 we hereby certify that we M/s. _____ (supplier name) are local supplier meeting the requirement of minimum local content _____% as defined in above orders for the Goods / Services against Tender Reference No. _____.

Details of local value addition are as follows: _____

The location/s at which local value addition will be made is follows: _____

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Note:

- a) If the vendor is OEM, the above certificate has to be submitted by the OEM
- b) For Resellers/ Authorized Distributors the above certificate to be submitted from OEM
- c) For System Integrators, the above certificate has to be submitted from all Subsystem/Component suppliers

Any bidder from such countries sharing a land border with India will be eligible of bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority as provided in Govt of India order (Public ProcurementNo.1) vide F.No.6/18/2019-PPD dated 23Jul 2020 and any subsequent amendments thereof.

Note:

Above mentioned clauses are mandatory and should be given on company letter head by the firms, without which quotations may not be considered for further evaluation.



Annexure-II

(TO BE SUBMITTED ON COMPANY LETTER HEAD)

UNDERTAKING

We here by undertake that our Firm/Company that in the past never been banned/ debarred from doing business dealings with Ministry of Defence/Government of India /any other Government Organization and that there is no enquiry going on by CBI/ED/ any other Government agency against us.

Signature

(To be signed by Head of the
Organization / authorized person only)

Name of the Firm Office Seal

[Handwritten signature]

[Handwritten signature]

Procedure for submitting e-MRO:



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Independent External Monitors (IEM)

Particulars of IEMs appointed by MoD for this Pact in consultation with the Central Vigilance Commission are as under (applicable only when Pre- Integrity Pact Clause is applicable):

Sl. No.	Name of IEM	e-mail id of IEM
01.	Shri Gangaram Aloria, IAS (GJ:1981) (Retd) 541/2, Sector, Gandhinagar, Gujarat-382007 Mobile:9978406138	aloriag@yahoo.co.uk
02.	Shri Sarvagya Kumar Srivastava, Central Engineering Service Gr 'A' (1980) (Retd) 370, Asiad Village Complex, Siri Fort, New Delhi-110049 Mobile: 9840704614	sarvagyas@hotmail.com

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Delivery Schedule for L1 Industry Partner

Project activities and milestones are mentioned in below table:

Table 1. Project Timeline Milestones

Sl. No	Activity	Project Timelines (Months)	Delivery Milestone
M1	Contract Placement /Project Kickoff	T0	NIL
M2	Preliminary Design Review (PDR)	T0 + 3	a) Delivery of CDRL Documents i.e., "Project Documents" and "PDD Document" as per LOD along with the PDR Committee Recommendation Report.
M3	Detailed Design Review (DDR), R&D Module Realization & Demonstration	T0 + 6	a) Delivery of AAAU LRUs R&D Module functional demonstration report for SL. No. 1.1 to SL. No. 1.2 as per LOD. b) Delivery of CDRL Documents i.e., "CDRL Documents - A,B,C, D, E, F, G,H, I and J" as per LOD along with the DDR Committee Recommendation Report.
M4	Iteration/Rework, Realization of FAI Units,	T0 + 12	a) Delivery of AAAU LRUs FAI Units functional test report for SL. No. 1.1 to SL. No. 1.5 as per LOD. b) Delivery and acceptance of Items as mentioned in SL. NO. 8.1 & 8.3 as per LOD. c) Delivery of CDRL Documents i.e., "CDRL Documents - K,L and M" as per LOD
M5	Qualification of FAI Units & Critical Design Review (CDR), Delivery of Technical Data Package for BTP	T0 + 18	a) Delivery of Qualification Report of AAAU LRUs FAI Units for SL. No. 1.1 to SL. No. 1.5 as per LOD. CDR Committee Recommendation Report. b) Delivery and acceptance of Items as mentioned in SL. NO. 7.0 as per LOD. Delivery of CDRL Documents i.e., "CDRL Document- N,O,P, Q, R, S and T" as per LOD
M6	Production Readiness Review (PRR) of AAAU Frame, Building Block (BB) Assembly, NFTR Fixture, LRCS, Radar Power system and demonstration of Single BB.	T0 + 24	a) Delivery of AAAU LRUs functional test report for SL. No. 1.1 to SL. No. 1.5 and delivery of SL. No 9.3., 9.4, 9.5 as per LOD including satisfactory demonstration of Single BB along with the PRR Committee Recommendation Report. b) Delivery and acceptance of Items as mentioned in SL. NO. 1.6, 3.0, 8.2 and 9.2 as per LOD. c) Delivery of Line item 11.2, 11.3, 11.4, 13 and 14 of per List of Deliverables.
M7	System Integration Review (SIR) & Pre-NFTR of Full AAAU	T0 + 30	a) Acceptance of Line item 11.2, 11.3, 11.4, 13 and 14 of per List of Deliverables. b) Delivery and acceptance of SI.No. 1.1, 1.2, 1.3, 1.4 and 1.5 as per LOD. c) Integration completion with the 100% Qty. of ODTRM in AAAU with the recommendation of SIR committee report. d) Acceptance of Pre-NFTR Test report for

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			<p>integrated AAAU as per LOD.</p> <p>e) Delivery and acceptance of Items as mentioned in SL. NO. 2, 4, 5, 6, 9.1, 9.6, 9.7, 9.8, 9.11, 16, 17 and 18 as per LOD.</p> <p>f) Delivery and acceptance of items as mentioned in Sl. No. 10 and 15 as per LoD.</p> <p>g) Delivery and acceptance of Sl. No. 19. Technical Data Package (TDP) as per APPENDIX-B of LOD.</p>
M8	Final AAAU Collimation/Calibration in NFTR	T0 + 36	<p>a) Delivery and acceptance of Antenna Post Y Pedestal for AAAU and Radome. (Sl. No. 11.1 and 12 as per LOD), and</p> <p>b) Delivery of Integrated AAAU (as per LOD), Acceptance of Integrated AAAU Collimation/Calibration NFTR Test report (Sl. No. 9.8, 9.9). NFTR Committee Recommendation Report.</p> <p>c) Delivery of CDRL Documents i.e., "CDRL Documents - U, V, W, X, Y and Z" as per LOD</p>
M9	Field Collimation & RTS Demonstration and Acceptance of Integrated System	T0 + 42	<p>a) Erection, Installation, commissioning and Acceptance of Integrated System (9.10) along with SAT Committee Recommendation.</p>




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Annexure-VI

Additional Special Terms and Conditions

1. Warranty shall be effective post delivery of integrated AAAU and acceptance of items as per List of Deliverables along with SAT Committee Recommendation (the final Project Milestone M9), including warranty of the COTS items. Warranty for COTS items shall be provided by the respective OEMs.
2. Prospective bidders participation in Pre-Bid meeting is compulsory. NDA / CNDA shall be signed during the pre-bid meeting and subsequently, the technical documents - Scope of Work, Detailed Technical Specification, Environmental Conditions General Requirements, EMC General Requirement, Safety General Requirement and Acceptance and Test Plan documents will be shared to the bidders on submitting the NDA / CNDA during the pre-bid meeting. Compliance on the requirements in these documents are to be enclosed during bid submission. Hence, Bids of only those bidders who attend the pre-bid meeting shall be considered for further processing; bids of other prospective bidders who did not participate in the pre-bid shall not be considered.
3. The NDA/CNDA shall be executed on a ₹ 100 stamp paper and should be as per format given in Annexure – VIII.
4. Cost for additional one (01) year warranty shall be considered for L1 determination. A separate supply order for additional one (01) year warranty will be placed post completion of standard one (01) year warranty as per LRDE's requirement.
5. Cost for three (03) years AMC shall be considered for L1 determination. A separate supply order for three (03) years AMC will be placed post completion of additional one (01) year warranty as per LRDE's requirement.
6. Cost per year towards three (03) years AMC and additional warranty from date of expiry of one year standard warranty to be quoted by the firm.
7. Contract shall come into effect/force (Effective Date T0) from the date of issue of Letter of Intent (LOI)/ Date of Contract signing, whichever is earlier.
8. Specific points regarding Bidding:
 - (a) Collection of Detailed specification documents is the sole responsibility of the primary bidding industry, after submission of NDA document; Buyer is not obligated to ensure bidder collects the detailed technical documents.
 - (b) Bids submitted without compliance of all detailed technical documents will be treated as "Unresponsive Bids" and will be rejected without further correspondence.
9. Ref. to RFP PART-II(A) - STANDARD TERMS & CONDITIONS, Sl. No 10 Termination of Contract, sub clause 10.6 is added which is as follows:
 - 10.6 Following additional termination conditions are added:

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- a) In case of bidder is not able to demonstrate ODTRM on or before "**Milestone M3 Detailed Design Review (DDR), R&D Module Realization & Demonstration**" the development contract shall be terminated.

10. Ref. to RFP PART-III - STANDARD TERMS & CONDITIONS, Sl. No 4 & 5 Option Clause & Repeat Order Clause, sub clause is added which is as follows:

- a) Bidder shall comply line wise and item wise option and repeat order clause.

11. In the case of a Consortium, the Lead Member of Consortium must submit a Joint Bidding Agreement (executed on a ₹100 stamp paper) signed by all the members of the participating organizations stating the name of the industry/member. The document shall also contain the envisaged responsibilities to be undertaken by each member of the consortium to the best of the knowledge available from the RFP. Lead Bidder shall ensure that Consortium shall retain the same Members, unless otherwise permitted by LRDE and shall remain in existence during the Term. The installation, commissioning and performance of Integrated System, as per the scope mentioned in the RFP shall be the sole responsibility of the Lead Member of Consortium.

List of Industries who have supplied Prime/Critical Subsystems for various LRDE Radar projects are mentioned below and may be considered for the formation of consortium during the bidding process:

Sl. No	Prime/Critical Subsystems	List of Industries
1.	Antenna Post Mechanical Structure	a). M/s SEC Industries Pvt Ltd. Hyderabad b). M/s Godrej & Boyce Mfg. Co. Ltd., Mumbai
2.	Liquid to Refrigerant Cooling System (LRCS)	a). M/s Mak Controls and System Private Limited, Coimbatore. b). M/s Sterling & Wilson Pvt. Ltd. Mumbai. c). M/s Haden Systems, Hyderabad.
3.	Radar Power System (RPS)	a). M/s Mak Controls and System Private Limited, Coimbatore. b). M/s Powerica Limited, Raigad, Maharashtra. c). M/s Jakson Limited Noida. d). M/s Sterling & Wilson Pvt. Ltd. Mumbai.
4.	Command and Control Post, Maintenance and CAL/RTS Shelter	a). M/s Powerica Limited, Raigad, Maharashtra. b). M/s BEL Navi Mumbai. c). M/s Icomm Tele Limited, Hyderabad.
5.	Temperature and Humidity Control System (THCS)	a). M/s Mak Controls and System Private Limited, Coimbatore. b). M/s Sterling & Wilson Pvt. Ltd. Mumbai. c). M/s Haden Systems, Hyderabad.
6.	Radome	a). Infinite RCS (ITRCS-US), Reno, NV 89502 b). AFC Florida, SW 60th Ave, Ocala, FL 34474 c). Fiber Design Solutions, 22036 Erba (CO), Italy

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Tender No: LRDE/MMFD-PUR/26-27/27DCT007

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12. Overall project plan by respondents during Technical Evaluation process shall be presented by the bidder. Documentary evidences shall be submitted for each claim made by the bidder/consortium partner based on which an Techno-Commercial Evaluation Committee (TCEC) shall do the capability assessment of the bidders. TCEC reserves the right to request for any additional information or may visit the premises of bidders/consortium partner and also reserves the right to reject the bid from the bidders.
13. Techno-Commercial Evaluation/Exclusion Criteria of bids is mentioned in Annexure 'VII'.


(Sher Bahadur Yadav, Sc, 'F')
Initiating Officer, D-LRR



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Annexure-VII**Techno-Commercial Evaluation Criteria of Bids****1. Scope of Work in brief**

- 1.1. The **Prospective Industry** is required to design, develop test, integrate, calibrate and demonstrate items as per RFP for "**Development, Supply, Site Assembly, Integration and Installation of High Resolution Radar Hardware**".

2. Eligibility Criteria

Based on the response to RFP, Prospective Industry will be evaluated as per the eligibility criteria mentioned in the RFP for the "**Development, Supply, Site Assembly, Integration and Installation of High Resolution Radar Hardware**". The Bidder should submit relevant documents in support of their claims for scrutiny during TCEC.

- 2.1 NDA as per format provided at Annexure 'VIII' of this RFP should be submitted.

2.2 Financial Criteria

- 2.2.1 **Annual Turnover:** Bidder should submit audited balance sheet for last three years.

Average annual turnover for the past 03 years should be more than **Rs. 6830.00 Lakh**. (Proof to be attached).

2.2.2 Past Experience:

Cumulative purchase orders / development contracts value greater than **Rs. 6830.00 Lakh** (in the domain of microwave system or subsystems / mixed signal digital electronics hardware including software for projects having nature of similar complexity). (Proof to be attached)

or

Bidder should submit proof of purchase order/development contract value greater than **Rs. 18200.00 Lakh**. (in case of execution of 01 similar project)

or

Each purchase orders/development contracts value greater than value **Rs. 11350.00 lakh**. (in case of execution of 02 similar projects)

or

Each purchase orders/developments contracts value greater than **Rs. 9107.00 Lakh**. (in case of execution of 03 similar projects).

- 2.2.3 **Net worth:** The net worth of the bidder Bidder should not be negative as on 31st Mar 2025 and also should not have eroded by more than 30% in the last three financial years. (Documentary evidence to be submitted).

- a. Applicant Company should not be under Insolvency resolution as per Indian Bankruptcy code at the time of submitting bid.

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2.3 General Terms and Conditions

2.3.1 Only Indian Companies can participate in the submission of bidding. A company shall be considered as owned by resident Indian citizen, if more than 50% of capital is directly owned or beneficially owned by resident Indian. (Documentary evidence to be submitted).

2.3.2 Bidder should provide a mutually exclusive MOU with their indigenous technology partner to ensure sole collaboration in the defined domain if any along with the Techno-Commercial Bid. (Documentary evidence to be submitted).

2.4 Technical Expertise, Infrastructure & Manufacturing Capability (Proof of document)

Table. 1 Bidder's Compliance Matrix

SL. No.	Bidder Response Parameters (Enclose Supporting Documents)	Proof Enclosed In (Annexure-XX)
2.4.1	Prior Experience in Microwave subsystems i.e., Radiating Element and T/R Module	
2.4.1.1	The Firm shall have domain expertise in design & development, realization and measurement/ qualification of radiating elements or antenna array in 10 GHz or higher frequency band. Proof of same to be enclosed along with tools and test facility used for the functional verification.	
2.4.1.2	Bidder shall demonstrate Octal Digital T/R Module (ODTRM) functionality in which each channel of ODTRM shall deliver 10W (min) pulsed output power. Each channel of ODTRM shall be capable of operation of wide pulse width and high duty cycle within the four months from the date of tender enquiry. (Details will be provided during pre-bid meeting after signing NDA.)	
2.4.1.3	The Bidder shall demonstrate channel-to-channel synchronization for waveform generation and in receive synchronization of digital data (I,Q) for digital beamforming within the ODTRM and across ODTRM within the four months from the date of tender enquiry.	
2.4.2	Prior Experience in Digital Subsystems	
2.4.2.1	In-house capability to design digital beamforming system using Xilinx FPGAs (Kintex Ultrascale or equivalent family) and Interfacing with Flash and DDR RAM, having Gigabit Ethernet data link. Past experience in Integration and testing with all HWCIs and FWCIs in the integrated system. Functional Test report or Acceptance Test Report for items having similar complexity shall be submitted as documentary proof.	
2.4.2.2	In-house design of exciter (generating stable, precisely timed configurable pulse width with modulation) and multichannel receivers (amplify, down convert and condition weak echo signal). Bidder shall also have experience in ADC, DAC interfaces, DDS based chirp, tone generation, PLL controls, DUC and DDC Implementation. Functional Test report or Acceptance Test Report for items having similar	





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	complexity shall be submitted as documentary proof.	
2.4.3	Manufacturing Capability & Test Infrastructure	
2.4.3.1	Prior experience of in successfully executing orders for subsystems of Active Phased Array antenna. Functional Test report or Acceptance Test Report of subsystems shall be submitted as documentary proof.	
2.4.3.2	Bidder shall have production capability or capability with partner industry for production of > 50 T/R Module per month or should have supplied T/R module having Figure of Merit (FOM) of 1000 (FOM=Output Power (Watt) x No of Modules supplied) in Last 05 Years. (Supply order/development contract need to be submitted as documentary proof).	
2.4.3.3	In-house capability or capability with partner industry of ATEs, or GO/NOGO Testers to test T/R module/Digital subsystems. Past Experience of ATE need to be submitted along with the photograph of ATE with module under test along with sample test report.	
2.4.4	RFP and Technical Compliance as per Tender Document	
2.4.4.1	Preliminary design for Radar Technical Complex, Antenna Post Pedestal for AAAU, AAAU-Frame with coolant network, Building block assembly and NFTR Fixture shall be submitted as part of technical proposal for the capability evaluation of the Bidders during Technical Evaluation and compliance. (Details will be provided during pre-bid meeting after signing NDA.)	

Note

1. Bidder shall demonstrate SL Nos. 2.4.1.2, 2.4.1.3, and 2.4.4.1 within 04 months from the date of tender enquiry. No financial assistance/test facility will be provided by the DRDO for the demonstration.
2. LRDE reserves the right to request for any additional information, if needed.


 (Sher Bahadur Yadav, Sc, 'F')
 Initiating Officer, D-LRR

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(Format of undertaking – Development Contract)

Declaration on Letter Head

Undertaking by the Bidder

Name of Tender/ Work

Tender/ RFP No:

I/We, _____ (Name of Bidder/Tender), hereby certify that I/we have fully read and thoroughly understood the tender requirements. In the event of award of contract to us, I/ We, further undertake that the contracted rates for the scope of work defined in the present contract shall be offered during subsequent Development Contracts and Production Orders placed by entities of Ministry of Defence, Govt. of India subject to adjustment due to inflation and economy of scale.

Yours Sincerely,
(Signature of Bidder with Official Seal)

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