

REQUEST FOR PROPOSAL

(Directorate of Network Centric Operations)

Invitation of Bid for Supply of Space Based ADS-B (SADSB) Services

Request for Proposal (RFP) No OC/5904 dated 31 Mar 21

1. Quotations under **Two-bid System** (Technical-Bid and Commercial-Bid separately) in sealed cover are invited by Directorate of Network Centric Operations from reputed vendors for subscription of Space based ADS-B (SADSB) services for a period of **two** years. Detailed Scope of Contract and terms & conditions are listed in Part II of this RFP. Please superscribe the above mentioned Title, RFP number and date of opening of the Bid on the sealed cover to avoid the Bid being declared invalid.

2. The address and contact numbers for sending the Bid or seeking clarifications regarding this RFP are given below -

(a) Bids/queries to be addressed to:-

**Commodore (NCO)
Directorate of Network Centric Operations
IHQ MoD (N)**

(b) Postal address for sending the Bids:-

**Directorate of Network Centric Operations
Room 5E, Wing 5, West Block IV
Sector 1, RK Puram
New Delhi – 110066**

(c) Name/designation of the contact personnel:-

Commander Brij B Singh, Cdr (NCO)

(d) Telephone numbers of the contact personnel:**91-11- 20863330**

(e) E-mail id of contact personnel: - **dnco@navy.gov.in**

(f) Fax number: **91-11- 20863330**



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3. This RFP is divided into five Parts as follows:-

(a) Part I – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

(b) Part II – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(c) Part III – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

(d) Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

(e) Part V – Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

5. This RFP contains pages from 1 to 25, please check carefully and if any page is missing then please contact undersigned.



A handwritten signature in blue ink, appearing to read 'KM Ramakrishnan'.

(KM Ramakrishnan)
Commodore
Cmde (NCO)

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bid:-**

1700 H (IST) on 06 May 21

The sealed bids (both commercial and technical) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bid.** Sealed Bids should be either dropped in the Tender Box marked as "FOR DNCO" or sent by registered post/ Courier service at the address given above so as to reach by the due date and time. **EMD, Technical bid & Commercial bid** are to be submitted in a separate envelopes and it should be clearly marked. The separate envelopes of Technical Bid & Commercial Bid is to be put in one big envelope and submitted. **In case, EMD is submitted inside the envelope of Technical bid/ Commercial bid, the bids will be rejected.** Envelope should contain the following:-

- (a) Earnest Money Deposit (EMD)
- (b) Sealed Envelope for Technical Bids
- (c) Sealed Envelope for Commercial Bids

Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Bids sent by Fax or E-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

3. **Time and date for opening of Bid:-**


1100 H (IST) on 07 May 21

(If due to any exigency, the due date for opening of the Bid 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).

4. **Location of the Tender Box:-**

Reception, West Block IV, Sector 1, RK Puram, New Delhi 110066

Only the Bid that is found in the tender box will be opened. Bid dropped in the wrong Tender Box will be rendered invalid.


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5. **Place of opening of the Bid:-**

Room No 5E, Wing 5, West Block IV, Sector 1, RK Puram, New Delhi 110066


The Bidder may depute his representatives, duly authorised in writing, to attend the opening of Bid on the due date and time. Rates and important commercial/ technical clauses quoted by the Bidder will be read out in the presence of the representatives of the Bidder. This event will not be postponed due to non-presence of bidder's representative. In case the bidder is not able to depute its rep because of exigencies, a written intimation for the same may be submitted.

6. **Opening of Two Bid System.** The technical bids shall be opened as per date sheet mentioned in the tender document. The evaluation of technical bid along with requisite documents received in physical form as well as documents uploaded online by the tenderers will be carried out off-line by a board of officers. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.

7. **Forwarding of Bid.** The Bid should be forwarded by the Bidder under his original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc. and complete postal & e-mail address of their office.

8. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarifications regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of submission of the Bids. Queries/clarifications must be mailed to **dnco@navy.gov.in**. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

9. **Modification and Withdrawal of Bid.** The bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax/ email but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of


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bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **Clarification regarding contents of the Bid.** During evaluation and comparison of the bid, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **Rejection of Bid.** 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.


12. **Unwillingness to quote.** In the event of the Bidder unwilling to quote, the Bidder 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 delisted for the given range of items as mentioned in this RFP.

13. **Validity of Bid.** The Bid should remain valid till **six (06)** months from the last date of submission of the Bid.

14. **Earnest Money Deposit.** The Bidder is required to submit Earnest Money Deposit (EMD) for amount **US\$ 12,000.00 (US Dollars Twelve Thousand Only)** along with his bid. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee in favour of "**CNS Public Fund A/c (Contingency No.2)**" from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of **forty-five days** beyond the final bid validity period. The Bid Security of the bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered for the same item/range of products/goods or services with the Central Purchase Organisation (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

15. **Certificates by Vendor.** It is mandatory for the vendor to fill up and submit the compliance matrix at **Appendix 'A'**.




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PART II – ESSENTIAL DETAILS OF SERVICES REQUIRED

1. **Schedule of Requirements**

The Integrated Headquarters of Ministry of Defence (Navy) herein referred to as IHQ of MoD (N) Government of India invites bid in a sealed cover for supply of items as under:-

Ser	Item	Qty	Remarks
(a)	Space Based ADS-B data Services	01 User license to be used at DNCO/IMAC	For Two (02) years.

2. **Technical Details.**

(a) The complete aforesaid service is to be provided on a '**Turnkey**' by the firm who shall be responsible for its execution and management as a single point solution provider and the sole prime contractor.

(b) **Technical Details with Parameters.**

(i) **Area of Interest.** The area for which the Space based ADS-B data would be required would be the area bound by the coordinates 17° N 059° E, 25° N 059° E, 25° N 069° E, 17° N 069° E.

(ii) **ADS-B Data Feed.** The data feed must be provided to *IN* through API calls/ streaming service. A software application for reception of the data at user end is also required. The data must be produced using a combination of onboard satellite processing and terrestrial based receivers to improve detection, update rates and lower time latency. Terrestrial based processing would be capable to provide derivative data products (such as verification of aircraft position). The input data is to be obtained from the fully deployed operational global infrastructure consisting of a constellation of Low Earth Orbit (LEO) satellites and associated secure ground systems. The data should also consist of the following fields :-

(aa) Origin Airport

(ab) Destination Airport



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- (ac) Take Off Time
- (ad) Scheduled Landing Time
- (ae) Whether the aircraft is on time or delayed
- (af) Flight Plans, if available
- (ag) Aircraft information
- (ah) Airline information
- (aj) Flight number
- (ak) Position
- (al) Speed
- (am) Altitude
- (an) Course


(iii) **ADS-B Data Update Rate.** The ADS-B data is to be provided with at least 01 update every 05 minutes. **The firm is required to prove the same at user premises during the Technical evaluation.**

(iv) **Data Fields and Format.** The data format of the ADS-B data being supplied should be in 'JSON' or any other relevant format. Any alteration to the data format (as requested by *IN*) has to be undertaken free of charge and the database with the new format has to be delivered within 30 days from the day the request for change gets initiated by *IN*.

(v) **Changes in Data fields.** The user (*IN*) reserves the right to change a maximum of 05 data fields of data with other data fields which become available in due course of time/ are already available and not subscribed for at no additional cost and the data with the new data fields has to be delivered within 30 days from the day the request for change gets initiated by *IN*.

(vi) **Universal Time Stamp.** All data collected is to be stamped in Coordinated Universal Time (UTC) and the time stamp is to be provided with each distinct ADS-B message. The




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ADS-B messages so received are to be processed, de-collided/ de-duplicated (to avoid dual reporting), fused and forwarded to DNCO over a secure internet connection.

(c) **Operating Directorate**. The operating Directorate on behalf of the *IN* will be DNCO at IHQ of MoD (Navy) located at Room no. 5E, West Block IV, Wing 5, Sector 1, RK Puram, New Delhi -110066.

(d) **Security**. The Seller is to ensure security and authentication of the data transmitted to IHQ MoD (N)/DNCO and IMAC, Gurugram. In addition, a certificate of malicious code as per format at **Appendix 'B'** is required to be submitted by the bidder.

(e) **License**. Only one user license for Indian Navy (DNCO and IMAC) use is to be provided by the Seller.

(f) **Satisfaction of Both Parties**. The 'Seller' is to provide the services of Space based ADS-B services as set forth in this RFP to the full and complete satisfaction of the customer, i.e. IHQ MoD (Navy).

(g) **Non-Disclosure of Data Feed and Destination**. Except with the written consent of the IHQ MoD(Navy), the vendor shall not disclose the details of the data or its part thereof being provided to the customer.

(h) **Practical Assessment during Technical Evaluation**. Practical assessment of the SADS-B data, based on functionality described at Para 2(b)(i) to 2(b) (vi) will be carried out as part of the Technical Evaluation process. A common evaluation schedule prepared by *IN*, will be provided to each vendor, for the conduct of the practical assessment. The information requisitioned vide the schedule, would need to be provided, by the vendors, using their respective ADS-B applications. Parameters for the evaluation, will also be provided to the vendors.

(j) **Warranty and Technical Support**. The Space based ADS-B will in effect be under warranty through-out the duration of its use. The firm will be responsible for providing technical support through its representatives in India and online support also. The Indian representatives of the firm are to provide onsite support within 24 hrs



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of a fault/ defect being reported to them. Additionally, online support is to be available five days a week.

(k) **Training.** Two days operational training to be provided for approximately 10 personnel, within three months of service commencement; based on a request from *IN*.

3. **Two Bid System.** Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviation from specification, if any. The bidders are advised to submit the compliance statement in the following format along with Technical Bid:-

Para of RFP specifications item-wise	Specification of item offered	Compliance to RFP specification - whether Yes / No	In case of noncompliance, deviation from RFP to be specified in unambiguous

4. **Delivery Period.** Delivery period for supply of items would be **One month** from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

5. **Consignee details.**

Commodore (NCO)
Directorate of Net Centric Operations
Room 5E, Wing 5, West Block IV
Sector 1, RK Puram
New Delhi – 110066

6. **Contract operating Authority.** The contract for once finalised, will be operated by DNCO, IHQ MoD (Navy), New Delhi.

7. It must be noted that consortium approach is not acceptable.




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PART III – STANDARD CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** Normally the contract shall come into effect on the date of signatures of both parties on the contract except when some other effective date is mutually agreed to and specifically indicated/provided in the contract. The deliveries and supplies and performance of the services shall commence from the effective date of contract.
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 construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Form DPM-9 (Available in MoD website and can be provided on request).
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 Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present 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 present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence 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



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

5. **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and 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 supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue



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11. **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 present Contract or any part thereof.

12. **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Taxes and Duties Taxes and Duties**

(a) **In respect of Foreign Bidders.** All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present contract in their respective countries.

(b) **In respect of Indigenous bidders.** The bidders are required to quote the prices on 'All exclusive' basis i.e. the basic prices shall be exclusive of all Government taxes and levies applicable. The Government taxes and levies should be mentioned separately in the quote. In case, the Government taxes and levies applicable not mentioned specifically/ separately in the quote, the rate quoted by the firm will be considered 'All inclusive' and the seller/contractor shall have no right to claim for the same.

(c) Any change in any duty/ tax upward/ downward as a result of any statutory variation in various duties taking place within supply order terms shall be allowed to the extent of actual quantum of such duty/ tax paid by the supplier. Similarly, in case of downward revision on any duty/ tax, the actual quantum of reduction of such duty/ tax



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relief, exemption, relaxation, concession etc. if any obtained by the seller.

15. **Input Tax Credit/ Anti-Profiteering Clause.** The seller confirms that any decrease in the total costs due to changes in the tax structure after implementation of GST or due to benefit of Input Tax Credit during the period of the contract, will be passed to the buyer.



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Part IV – Special Conditions of RFP

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

1. **Performance Guarantee.** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).
2. **Liquidated Damages.** In the event of the Seller's failure to deliver the services by the date specified in the contract, the Buyer may deduct from the Seller as liquidated damages the sum of 0.5 % of the contract price of the undelivered services for delay of each week or part of week and the Seller shall submit the documents after deduction of the liquidated damages subject to a maximum of 10% of the contract price of the undelivered goods. But if the delay is on account of any cause, which the Seller promptly notifies to the Buyer and the Buyer admits as a reasonable ground for extending the time for delivery, no liquidated damages will be leviable during the additional time thus agreed to by the Buyer.
3. **Repeat Order.** The contract will have a Repeat Order Clause, wherein the Buyer can extend the services for one more year, subject to satisfactory performance of the contractor, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.
4. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 10% plus/minus increase or decrease the quantity of the required goods/ services up to that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.



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5. **Payment Terms.** It will be mandatory for the Bidder to indicate their bank account number and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment for SADS Services will be made **annually**, on production of User Satisfactory certificate by DNCO/ IHQ MoD (N).

6. **Advance Payments.** No advance payment(s) will be made.

7. **Paying Authority.**

(a) The payment authority will be **CDA Navy/CG, West Block 5, RK Puram, New Delhi**. The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:-

- (i) Ink-signed copy of contingent bill / Seller's bill.
- (ii) Ink-signed copy of Commercial invoice / Seller's bill.
- (iii) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (iv) CRVs in duplicate.
- (v) Inspection note.
- (vi) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (vii) Exemption certificate for Excise duty / Customs duty, if applicable.
- (viii) Bank guarantee for advance, if any.
- (ix) Guarantee / Warranty certificate.
- (x) Performance Bank guarantee / Indemnity bond where applicable.



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- (xi) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- (xii) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (xiii) Any other document / certificate that may be provided for in the Supply Order / Contract.
- (xiv) User Acceptance.
- (xv) Photocopy of PBG.

8. **Fall Clause.** The following Fall clause will form part of the contract placed on successful Bidder:-

(a) The price charged for the stores/ services supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores/ services or offers to sell stores/ services of identical description to any persons/ Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all Supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores/ services to any person/ organisation including the Buyer or any Department of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the Purchase/ Contracting Authority and Director General of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

- (i) Exports by the Seller.
- (ii) Sale of goods/ services as original equipment at a price lower than the prices charged for normal replacement.



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(iii) Sale of goods/ services such as drugs which have expiry dates.

(iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

(c) The Seller shall furnish the certificate placed at **Appendix 'C'** to the Paying Authority along with each bill for payment for supplies made against the contract.

9. **Risk & Expense clause.**

(a) Should the stores/ services or any instalment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores/ services or any instalment thereof, the Buyer shall after granting the Seller 15 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) In case of a material or service breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores/ services of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the stores/ services remaining to be delivered there under.

(c) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed **50%** of the value of the contract.



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10. **Force Majeure clause.**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), 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 operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.


(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organisation of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hitherto 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.

11. **Specification.** The following specification clause will form part of the contract placed on successful Bidder:-

The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Evaluation Trials. All technical literature shall be amended as the modifications by




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the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/alterations in the design and specifications due to change in procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, and usage/ operating techniques along with necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within (**30**) days of affecting such upgradation/alterations.

12. **OEM Certificate**. In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the data shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorised vendors subject to quality certification.

13. **Inspection Authority**. The Inspection will be carried out by DNCO. The mode of Inspection will be User Inspection.

14. **Product Support**. The following Product Support clause will form part of the contract placed on the Bidder: -

(a) The Seller agrees to provide Product Support for the data services / software provided. In the event of any obsolescence during the above mentioned period of product support in respect of any component or sub-system, mutual consultation between the Seller and Buyer will be undertaken to arrive at an acceptable solution including additional cost, if any.

(b) Any improvement/modification/ up gradation being undertaken by the Seller or their sub suppliers on the stores/equipment/ services/ data being purchased under the Contract will be communicated by the Seller to the Buyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost.

(c) The Seller agrees to provide an Engineering Support Package for the services/ data/ software as modified after confirmatory Evaluation Trials.



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Part V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria** - The broad guidelines for evaluation of the Bids will be as follows:-

(a) Only those bids will be evaluated which are fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) In respect of Two – Bid system, the technical bids forwarded by the bidders will be evaluated by the Buyer with reference to the technical characteristics of the services mentioned in the RFP. The compliance of the technical bids would be determined on the basis of parameters specified in the RFP.

(c) The lowest bid will be decided upon the price quoted by the Bidder as per the Price Format given at Para 2 below.

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

(e) The Lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items/ services. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

2. **Commercial Bid Format.** Format for commercial bid is placed at **Appendix 'D'**.



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Appendix 'A'

(Refers to Part I Para 15)

COMPLIANCE MATRIX BY THE VENDOR**(It is mandatory to submit this compliance matrix, failing which the Buyer reserves the right to reject the bids submitted)**

Ser	Clause	Compliance	Yes/No
1.	Para 7 Part I of RFP. Documentary proof of GST/ TIN/ VAT/ or any other registration by any government organisation mandatory for executing the contract should be enclosed.	Self-attested documentary proof attached	
2.	Para 14 Part I of RFP – EMD In case vendor is registered with DGS&D, NSIC or any other Govt organisation, please enclose self-attested copy of valid registration certification	Self-attested documentary proof attached	
3.	Part II of RFP - Confirmation to all technical specifications and requirements	Please specify variations if any clearly in the technical bid	
4.	Para 5 & 6 Part IV of RFP	Acceptance of Payment terms	
5.	Para 8 Part IV of RFP	Acceptance of Fall Clause and certificate has been signed and submitted as per enclosed format	

Office Stamp

Place: _____

Date: _____

Signature of Bidder


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Appendix 'B'

(Refers to Part II Para 2(d))

CERTIFICATE ON MALICIOUS CODE

(This certificate is to be rendered on company's letterhead)

1. This is to certify that the software being offered as part of the contract does not contain any kind of malicious code that would activate procedures to:-

(a) Inhibit the desired and the designed function of the equipment/data.

(b) Cause physical damage to the user or his equipment/ data/ software during the operational exploitation of the equipment.

(c) Tap information regarding network, network users and information stored on the network that is classified and/or relating to National Security, thereby contravening Official Secrets Act 1923.

2. There are no Trojans, Viruses, Worms and Spywares or any malicious software on the system and in the software developed.

3. This firm is liable in case of physical damage, loss of information and those relating to copyright and Intellectual Property rights (IPRs), caused due to activation of any such malicious code in embedded / shipped software.



Place: _____

Date: _____

(Signed)

Date: - Designation

Place: - Name and address of firm

Company Seal

(Authorised Signatory)

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Appendix 'C'

(Refers to Part IV Para 8(c))

CERTIFICATE OF FALL CLAUSE**(It is mandatory to submit this Certificate, failing which the bids will be rejected)**

"We certify that there has been no reduction in sale price of the stores/ services of description identical to the stores/ services supplied to the Government under the contract herein and such stores/ services have not been offered/ sold by me/ us to any person/ organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/ the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract."

**Office Stamp**

Place: _____

Date: _____

Signature of Bidder

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Appendix 'D'

(Refers to Part V Para 2)

FORMAT FOR COMMERCIAL BID

Commercial Bid Format (To be used for L-1 determination). The commercial bid for Supply of Space based ADS-B (SADSB) services. The taxes have to be mentioned separately. The price Bid Format in general is given below and Bidders are required to fill this up correctly with full details, as required under Part-II of RFP :-

Ser	Description	Amount
(a)	SADSB services for 1 st year	
(b)	SADSB services for 2 nd year	
(c)	Total	
(d)	Taxes	
(e)	Grand Total	

Note: - Determination of L-1 will be done based on total of basic prices (not including taxes) of all items/requirements as mentioned above. GST to be indicated and will be based on the rates notified by the government.

**Office Stamp**

Place: _____

Date: _____

Signature of Bidder

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