



**NOTICE INVITING TENDER FOR  
TURNKEY BASIS**

**FOR IDENTIFICATION OF TECHNOLOGY PARTNER/OEM FOR 36 JET-BASED KAMIKAZE DRONE  
SYSTEMS**

**Ref: ITI/2026-27/Def/Mktg/36 JBK/DRONE**

**ITI LIMITED**

(A Govt. of India Enterprise)  
ITI Limited, NSU-Delhi, First Floor, Core 6,  
Scope Complex, Lodi Road, New Delhi-110003  
website: <https://www.ityltd.in/>  
Email: [puneetb\\_nsu@ityltd.co.in](mailto:puneetb_nsu@ityltd.co.in)  
CIN No: L32202KA1950GOI000640

**1. Introduction.**

ITI Limited, a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications, is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, BBNL, MTNL, Defense, Paramilitary forces, Railways, Banks, Central & State Govt. departments, Institutions and research organizations like ISRO.

ITI Limited has been undertaking various projects in all fields of telecommunications and information technology and also continuously deploying new technologies in the field of Telecom, ICT, Networking, e-Governance etc. ITI has diversified its operation and has been executing projects in the field of Smart Infrastructure (Smart Cities, Safe Cities, Smart Energy Meters, Smart Classrooms, Smart Poles etc), Bharatnet etc. ITI has been executing projects in latest technologies like GPON, OLT, ONT, OFC, HDPE etc.

ITI Limited invites sealed online bids from eligible Indian Technology Partners/OEMs for selection of a back-end Technology Partner on a turnkey basis to support ITI Limited in participating in the Ministry of Defence procurement of Thirty-Six (36) Jet-Based Kamikaze Drone Systems, along with associated equipment, accessories, training, Engineering Support Package (ESP), and six (06) simulators. The selected bidder shall provide complete technical, commercial, manufacturing, warranty, and lifecycle support on a back-to-back basis in full compliance with the Ministry of Defence RFP and all applicable statutory requirements.

**2. Important Dates**

|                                                             |                                                                                                                                                                                                                                                       |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date of tender Upload                                       | 14 .08.2026                                                                                                                                                                                                                                           |
| Due Date for tender Submission                              | The Bidder shall submit bid within 21 days from the date of publication/upload of the Tender, by 03:00 PM on the due date.                                                                                                                            |
| Estimated Cost (Approx.)                                    | Rs. /- >1000 cr                                                                                                                                                                                                                                       |
| Technical Specification                                     | As per Ministry of Defence RFP dated 06.08.2026.                                                                                                                                                                                                      |
| Pre Empanelment Queries/Pre Bid meeting                     | NO                                                                                                                                                                                                                                                    |
| ITI Contact Person                                          | <b>Mr. Puneet Bahl,</b><br><b>AGM-BD</b><br><b>9899149201</b><br><b>011-21420551</b><br><b>Email:- <a href="mailto:puneetb_nsu@itilttd.co.in">puneetb_nsu@itilttd.co.in</a></b><br><b><a href="https://www.itilttd.in">https://www.itilttd.in</a></b> |
| Tender Fee                                                  | Rs. 5,000/-+ Rs. 900/- = Rs. 5,900/-(Non-Refundable)                                                                                                                                                                                                  |
| Earnest Money Deposit (EMD)                                 | ₹ 5 cr.                                                                                                                                                                                                                                               |
| PBG/Security Deposit/e-PBG                                  | As per end customer tender                                                                                                                                                                                                                            |
| Duration of e-PBG required (Months)                         | As per end customer tender                                                                                                                                                                                                                            |
| All other additional terms and Condition                    | <b>As mentioned in Bid document.</b>                                                                                                                                                                                                                  |
| The Bank Details of ITI Limited for NEFT/RTGS/Net Banking : | The Bank Details of ITI Limited for NEFT/RTGS/Net Banking is as below:                                                                                                                                                                                |

|                    |                                                                                                                                                                                                                           |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                    | Online RTGS/ NEFT<br>Bank: State Bank Of India, Industrial Finance Branch,<br>Residency Road, Bangalore-560025<br>MICR: 560002059<br>IFSC: SBIN0009077<br>A/C No.: 10637729843<br>EMD may also accepted in the form of BG |
| Mode of submission | Thru ITI e-tender portal <a href="https://itilimited.ewizard.in/">https://itilimited.ewizard.in/</a> .                                                                                                                    |

### 3. Tender Scope of work & Technical compliance:

As per Tender Reference Bid published by MoD Dated: 06-08-2026 ITI Limited invites Tenders/Bids for selection of a Technology Partner/Original Equipment Manufacturer (OEM) on a back-to-back basis for participation in the MoD procurement of Thirty-Six (36) Sets of Jet-Based Kamikaze Drone Systems, associated equipment, accessories, training, and Six (06) simulators under the “Buy (Indian)” category through the Fast Track Procedure.

The selected Technology Partner/OEM shall be responsible for providing the complete technical solution, including design, development, manufacturing, system integration, testing, documentation, training, warranty, maintenance, and life-cycle support, in full compliance with the MoD RFP, applicable Qualitative Requirements, technical specifications, and statutory/regulatory requirements.

The selected Technology Partner/OEM shall ensure compliance with the Indigenous Content requirements stipulated in the Customer RFP, including the minimum Indigenous Content percentage prescribed therein. The bidder shall submit the required Indigenous Content declaration/certificate and supporting documents in the format prescribed by the Customer RFP.

The bidder shall remain responsible for maintaining the prescribed Indigenous Content throughout execution of the Customer Contract and shall provide all supporting documents/certificates required by ITI and/or the Customer.

Model Certificate under Rule 144(xi) of GFR 2017 / applicable Public Procurement Order, in the prescribed format, wherever applicable.

The Technology Partner/OEM shall comply with all national security, defence security, security clearance, confidentiality and information-security requirements prescribed by the Customer and Government of India.

ITI shall have the right to seek additional security-related declarations, certificates and information from the bidder/OEM/sub-vendors as may be required by the Customer.

All obligations and deliverables under the Customer RFP/Contract shall be fulfilled by the Technology Partner/OEM on a back-to-back basis with ITI Limited, without any dilution of its responsibilities or liabilities including NCNC demonstration as part of the technical evaluation of the bid to the end customer. ITI ltd. may demand a pre-customer demonstration from the shortlisted bidder(s) at the bidder's own cost and logistics.

The bidder at its own cost and responsibility should go through the end customer RFP and comply with all the requirements of the RFP verbatim on a back to back basis. ITI ltd. can share a copy of the limited RFP with interested bidders after signing the NDA with the bidders and after compliance to the portal and tender registration formalities.

The Technology Partner/OEM shall ensure compliance with the minimum Indigenous Content requirement of 60% overall, including minimum 50% of overall Indigenous Content in material, components and software, as stipulated in the Customer RFP and DAP-2020. The bidder shall submit the prescribed Indigenous Content certificate/declaration, supporting documents and indigenisation plan. ITI/Customer shall have the right to verify Indigenous Content at the bidder/OEM/sub-vendor facilities, and any shortfall shall attract the consequences specified in the Customer RFP/DAP-2020.”

#### 4. Instruction to Bidders:

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information, bidders may visit the Portal (<https://itilimited.ewizard.in/>).

##### a. REGISTRATION PROCESS ON ONLINE PORTAL:

Bidders to enroll on the e-Procurement module of the portal <https://itilimited.ewizard.in/> by clicking on the link "Bidder Enrolment".

- a) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal.
- b) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
- c) 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 DSCs to others which may lead to misuse.
- d) 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.
- e) After registration send mail to Helpdesk: [helpdeskeuniwizarde@gmail.com](mailto:helpdeskeuniwizarde@gmail.com) for Account activation.
- f) As per portal norms Registration Fee will be applicable.

##### b. TENDER DOCUMENTS SEARCH:

- a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- b) 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 'Interested tenders' folder.
- c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

#### 5. Bid Preparation:

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) 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 needs to be submitted. Any deviations from these may lead to rejection of the bid.
- d) 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/XLSX/PNG, etc. formats.

#### 6. Bid Submission:

- a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable. Cover 1 – Technical Bid, Cover 2 – Financial Bid and financial information shall not be included in the Technical Bid.

- d) 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, the opening of bids, etc. The bidders should follow this time during bid submission.
- e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) Upon the successful and timely submission of bids, 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.
- h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
- i) As per portal norms Tender Processing Fee will be applicable.

## 7. Amendment Of Bid Document:

At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

## 8. Assistance To Bidders:

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to e- Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 8448288994/86/87/89/88/81/90/92/82 011-49606060, 07903269552, 9355030608, 9055030613, 7903810198, 9355030606, 9315620706, 9355030623, 9355030628, 8800526452, 9205898228, 9122643040, 9355030604, eprochelpdesk.01@gmail.com, eprochelpdesk.44@gmail.com, eprochelpdesk.06@gmail.com.
- c) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
- d) The bid should be submitted through e-Wizard portal (<https://itilimited.ewizard.in/>) only.
- e) All payments should be done through e-Wizard Payment gateway.

## 9. Eligibility Criteria:

| 9(i) | Eligibility Criteria of Applicants                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | <p>a <b><u>Company Profile:</u></b></p> <p>The bidder shall be an entity legally incorporated/registered in India, such as a company incorporated under the Companies Act, 1956/2013, Limited Liability Partnership (LLP), partnership firm, proprietorship firm, or other legally recognized entity, as permitted under the Customer RFP. The bidder shall have been in continuous operation for at least five (5) years as on the last date of submission of bids.</p> <p>1) In case the bidder has executed any work/project with/for ITI in the last 5years, it is essential that a satisfactory certificate signed by at least DGM level/or above officer from ITI to be submitted for such project.</p> <p>2) In case CMC followed by project execution, the CMC charges quoted by bidder are optional and ITI reserves the right to either award CMC to the bidder or float a separate tender at the end of project completion which will be abide by bidder.</p> <p>3) Any financial liability (like contract processing fee, Agreement Stamp fee, Portal fee, BG making fee etc.) on ITI for this project will be borne by Bidder.</p> |

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| b | <p>a) The bidder shall have an average annual turnover during the last three financial years (FY 2023–24, FY 2024–25 and FY 2025–26) of not less than 30% of the estimated tender value.</p> <p>b) The bidder's net worth shall be positive as on 31 March 2026 and as on the end of each of the preceding two financial years. The bidder shall submit audited financial statements or a certificate from a Statutory Auditor/Chartered Accountant, as applicable.</p> <p>c) The Bidder shall submit copy of Audited statements/CA certificate for last three years should be submitted along with technical proposal.</p> <p>d) If the FY 2025–26 financial turnover details are not yet available, kindly submit the provisional financial statements (subject to statutory audit). Further, please provide the FY 2022–23 documents corresponding to the requirements specified under Points (a) (b) and (c).</p> <p>e) Micro and Small Enterprises (MSEs), as defined under the MSE Procurement Policy issued by the Ministry of Micro, Small and Medium Enterprises (MSME), shall be eligible for relaxation in the prescribed experience and annual turnover requirements, as per the applicable provisions of the said Policy. However, such relaxation shall not be applicable to the requirement of submission of EMD.</p> |
| c | <p><b>For procurement of thirty-six (36) Jet Based Kamikaze Drone Systems together with associated equipment, accessories, engineering support package, training, training accessories and six simulators.</b></p> <p>The Technology Partner/OEM shall provide all training, training equipment, qualified instructors, training stores, documentation and certification strictly in accordance with the Customer RFP. The bidder shall comply with the Customer's requirements relating to personnel screening, operator/pilot training, technician training, instructor training, maintenance training, ordnance training, QA training, validation exercises and certification.</p> <p>All additional training equipment, training stores and other items required over and above the normal deliverables shall be provided at the bidder's cost wherever specified in the Customer RFP. The Technology Partner/OEM shall ensure that all training is completed within the timelines specified by the Customer.</p> <p>For more details refer to scope of work.</p>                                                                                                                                                                                                                                                                |
| d | <p>The bidder shall not have been blacklisted, debarred, banned or declared ineligible by the Central Government, any State Government, Government Department, Government Agency, Defence PSU, PSU or statutory authority as on the last date of submission of the bid for corrupt, fraudulent, unethical or other prohibited business practices.</p> <p>Undertaking as per the format attached in <b>Annexure-I</b> duly signed by authorized signatory of bidder.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| e | All the applicable annexures and documents is as per customer BID.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| f | <p>The supply item/OEM must be as per manufacturer certifications mentioned in BID.</p> <p>The technical specification of all the supplied items/ equipments as per the Operational characteristics and features as mentioned in bid <b>Appendix-A</b>. All the above sites/solution &amp; technical specifications must be complied with the original Tender.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| g | Undertaking for willingness to work with ITI as per customer tender etc. terms and conditions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| h | <p>EMD ₹ 5,00,00,000/- (₹ 5 Crore) back to back</p> <p>EMD of unsuccessful bidders should be returned back once the contract is finalized. EMD &amp; Performance security should be in favour of Beneficiary, wherever it is applicable.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| i | Undertaking expressing willingness to sign agreement with ITI.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

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|       | j | Bidder shall provide valid OEM Authorization Certificate for all the products quoted as well as certify that the proposed product is not declared end of sale. OEM documents and all applicable annexures/appendix shall be provided as per required by customer RFP.<br>The OEM Authorization shall remain valid throughout the tendering, execution, warranty and support period, as applicable. The bidder shall ensure uninterrupted OEM support and shall provide replacement/renewal authorization whenever required by ITI or the Customer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|       | k | Consortium is not allowed. Bid splitting not applied. No part bidding allowed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|       | l | ITI reserves the right to accept or reject any or all bids, annul/cancel the tender process or withdraw the Tender at any stage, in accordance with applicable procurement rules and without assigning any reason, and without thereby incurring any liability to the bidders.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|       | m | <p>The agency should have successfully completed similar works(definition of similar Work should be clearly defined) during the last 5 Years ending last day of the month Previous to the one in Which bids are received as indicated below:</p> <p>i. Three similar completed works each costing not less than 20% Of the estimated cost of work.<br/>OR</p> <p>ii. Two similar completed works each costing not less than 25% of the estimated cost of work<br/>OR</p> <p>iii. One similar completed work costing not less than 40% of the estimated cost of work.</p> <p><b>Similar Work:-</b> The bidder shall have successfully completed similar works during the last five (5) years preceding the last date of submission of bids, meeting the minimum number, value and nature of projects specified in the Customer RFP.</p> <p>For this purpose, “Similar Work” shall mean successful design, development, manufacture, supply, integration, testing or execution of Unmanned Aerial Systems (UAS), loitering munition systems, jet-based UAV systems, or other defence aerospace systems of comparable nature and complexity, as accepted under the Customer RFP preferable preferably with defense and security establishments globally.</p> <p>The bidder shall submit documentary evidence such as purchase orders/contracts and completion/acceptance certificates issued by the customer.</p> <p>The bidder shall submit all certifications, test reports, customer feedback and testimonials regarding the similar work as defined above.</p> |
|       | n | <p>Where any equipment, product, system or service is proposed to be supplied by an OEM or sub-vendor, the bidder shall remain fully responsible to ITI for the quality, performance, delivery, warranty, support and compliance of such equipment/product/system/service.</p> <p>The bidder shall ensure that all OEM/sub-vendor commitments required under the Customer RFP are made available to ITI.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 9(ii) |   | <p><b>General: Provide Compliance for the following</b></p> <p><b>YES/NO</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|       | a | <p>All Proof of Concept (PoC), demonstrations, product trials, technical presentations, demonstrations and product displays required under this Tender and/or the Customer RFP shall be provided by the participating bidder/Technology Partner/OEM on a No Cost, No Commitment (NCNC) basis.</p> <p>All associated costs, including transportation, logistics, manpower, installation, operation, consumables, demonstration and de-installation, shall be borne by the bidder. ITI shall have no financial liability for such PoC, demonstration or trial.</p> <p>The bidder shall participate in and successfully complete all demonstrations, trials, evaluations, technical presentations and user evaluation activities required by the Customer RFP. All associated costs shall be borne by the Technology Partner/OEM on NCNC basis, unless specifically provided otherwise in the Customer RFP/Contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

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| b | Bidder should be willing to impart required training during undertaking services & execution of project (if applicable)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| c | Bidder should be willing to sign an exclusive agreement with ITI for smooth execution of the project and all commercial terms will be as per the customer Tender/PO on back-to-back basis.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| d | PBG will be taken from back-end partner, once ITI will be declared L1. Performance Bank Guarantee (PBG) required for the bid will be borne by the selected bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| e | In the event of the Bidder's failure to submit the Documents, supply the stores/ goods, perform services, training and installation of equipment as per schedule specified in this contract, the BUYER may, at his discretion withhold cost of the specific lot/ batch or 1.5% of the project cost whichever is higher until the completion of the contract. The BUYER may also deduct from the BIDDER as agreed, liquidated damages to the sum 1.5% for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 15% of the contract price of the delayed stores/ services (Any extension given by the Buyer for delay attributable to Buyer or Force Majeure Clause to be factored in delivery period). |  |
| f | <p>Payment Terms:</p> <p>Payment to the Technology Partner/OEM shall be made strictly on a back-to-back basis, against actual receipt of the corresponding payment by ITI from the Customer and subject to satisfactory acceptance of the relevant supplies/services and submission of all required invoices and documents.</p> <p>Payment shall be released after deduction of:</p> <ol style="list-style-type: none"> <li>ITI's agreed margin;</li> <li>LD/penalties/recoveries imposed by the Customer and attributable to the Technology Partner/OEM;</li> <li>statutory deductions, taxes and other applicable recoveries; and</li> <li>any other amount legally recoverable from the Technology Partner/OEM under the Contract.</li> </ol>                     |  |
| g | <p>The bidder shall give an undertaking for the following:</p> <ol style="list-style-type: none"> <li>To extend a fully back-to-back partnership</li> <li>To support ITI and bid in this tender with ITI as lead bidder</li> <li>To support ITI for preparation of the tender, post bid clarifications, technical presentations, technical demonstrations and any other requirements as per tender requirements and timelines.</li> </ol>                                                                                                                                                                                                                                                                                                                            |  |
| h | <p><b>Delivery Schedule:</b> The Technology Partner/OEM shall strictly adhere to the delivery schedule specified in the Customer RFP/Contract, including all item-wise, lot-wise and milestone-wise delivery requirements on a back to back basis.</p> <p>The Technology Partner/OEM shall provide all deliverables in a manner enabling ITI to comply with the Customer's contractual delivery schedule without delay.</p> <p>Any delay attributable to the Technology Partner/OEM shall be the responsibility of the Technology Partner/OEM, including any consequential LD, penalty, recovery or other financial impact imposed upon ITI by the Customer.</p>                                                                                                     |  |
| i | <b>Consignee Details:</b> As per bid and if any changes will be provided after the award of the work                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| j | Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |

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|        | k | The bidder shall not be undergoing insolvency resolution, liquidation, winding-up, bankruptcy or any analogous proceedings as on the date of submission of the bid. The bidder shall submit a self-declaration to this effect and shall immediately inform ITI if any such proceedings are initiated during the tender process or contract period.                                                                           |  |
|        | l | ITI reserve the right to reject or cancel the bid at any time without assigning any reason.                                                                                                                                                                                                                                                                                                                                  |  |
|        | J | The bidder, if technology partner, for the OEM shall be the exclusive technology partner/reseller/solution provider for India and/or for the specific bid and its requirements. The bidder shall share the exclusive technology certificates, OEM MAF and other undertakings to establish its authenticity to offer the complete solution and services on a back to back basis on behalf of the OEM for the end customer RFP |  |
| 9(iii) |   | <b>Checklist of documents/information to be submitted:</b>                                                                                                                                                                                                                                                                                                                                                                   |  |
|        | a | Company Profile                                                                                                                                                                                                                                                                                                                                                                                                              |  |
|        | b | Certificate of Incorporation as per clause 5(i)(a)                                                                                                                                                                                                                                                                                                                                                                           |  |
|        | c | Memorandum & Articles of Association                                                                                                                                                                                                                                                                                                                                                                                         |  |
|        | d | Audited financial statements for the last three financial years, i.e. FY 2023–24, FY 2024–25 and FY 2025–26, or provisional financial statements for FY 2025–26 duly certified by the Statutory Auditor/Chartered Accountant, where audited statements are not available as on the bid submission date.                                                                                                                      |  |
|        | e | GST Registration Certificate                                                                                                                                                                                                                                                                                                                                                                                                 |  |
|        | f | Copy of PAN Card                                                                                                                                                                                                                                                                                                                                                                                                             |  |
|        | g | CIN (Corporate Identity Number), if applicable                                                                                                                                                                                                                                                                                                                                                                               |  |
|        | h | Any other relevant registration documents on registration with other appropriate authorities (ESI, EPFO, etc.)                                                                                                                                                                                                                                                                                                               |  |
|        | i | Authorization letter in the company letterhead authorizing the person signing the bid for this tender and Power of Attorney (POA).                                                                                                                                                                                                                                                                                           |  |
|        | j | Undertaking in letter head to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.                                                                                                                                                                                                                                                                                    |  |
|        | k | Undertakings in Company letter head as per Annexure I.                                                                                                                                                                                                                                                                                                                                                                       |  |
|        | l | Bidders Details as per Annexure II.                                                                                                                                                                                                                                                                                                                                                                                          |  |
|        | m | Clause by clause compliance of tender terms with references to supporting documents as per Annexure III.                                                                                                                                                                                                                                                                                                                     |  |
|        | n | Pre-Contract Integrity Pact as per Annexure-V<br>The bidder shall duly sign and submit the Integrity Pact along with the bid. Submission of an unsigned or materially incomplete Integrity Pact shall render the bid liable for rejection, subject to the provisions of the tender and applicable procurement guidelines.                                                                                                    |  |
|        | o | The bidder should give an undertaking on the company's letterhead that all the documents/certificates/information submitted by them against this tender are genuine.                                                                                                                                                                                                                                                         |  |

|       |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|       | p | The bidder shall submit a clause-by-clause technical compliance statement against every requirement of the Customer RFP and this Tender. Any deviation, exception, qualification or assumption shall be clearly identified. Silence or failure to mention a deviation shall be deemed to constitute full compliance with the corresponding requirement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|       | q | Work order / Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; and Completion / Commission Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|       | r | Complete tender and customer tender document duly signed and stamped on each page by the bidder be uploaded.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|       | s | Conditional bids will not be entertained and summarily rejected. Only online bids on <a href="https://itilimited.ewizard.in">https://itilimited.ewizard.in</a> portal will be accepted and no physical bids will be accepted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 9(iv) |   | <b>Financial Bid:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|       |   | <b>L1 Evaluation Method:</b><br>A- Lump sum Quote for supply and service items as per Schedule of Requirements (SoR) and Scope of Work (SoW) in INR (without Taxes) as per end customer RFP format on a ready to share basis.<br>B- Margin to ITI as a percentage of A<br>C - Absolute value of Margin = A*B<br>D- Overall Quoted price=A-C <ul style="list-style-type: none"> <li>• During evaluation bidders with least "D" will be considered as L1.</li> <li>• The bid having higher value of "B" will be selected in case of tied D.</li> <li>• If the bidder is selected, during the final tender submission, the price to be quoted shall not be more than price "A" and the margin offered to ITI shall not be less than "B"</li> </ul> <b>SoR &amp; SoW Was as per Tender document and all clarifications &amp; Amendments/Corrigendum</b> |

#### 10. General Conditions of tender:

- In case of any conflict between this Tender Document and the Ministry of Defence RFP, the provisions of the Ministry of Defence RFP, including all corrigenda/amendments, shall prevail.
- Technology Partner/OEM selected by ITI for participation in the specific Customer RFP shall not, directly or indirectly, participate in or support a competing bid for the same Customer RFP through another lead bidder, to the extent such restriction is permitted under the Customer RFP and applicable law.
- The bidder shall submit an undertaking confirming compliance with this requirement. The margin offered to ITI by the selected Technology Partner/OEM in the final Customer RFP submission shall not be lower than the margin committed in its bid to this Tender, subject to the provisions of the Customer RFP and any approved amendment/corrigendum.
- All demonstrations, Proof of Concept (PoC), product demonstrations, trials and displays required by ITI and/or the Customer in connection with this tender shall be arranged and provided by the participating bidder/Technology Partner/OEM on a No Cost, No Commitment (NCNC) basis. All associated costs, including transportation, logistics, manpower, consumables, installation, commissioning, demonstration and de-installation, shall be borne entirely by the bidder. ITI shall have no financial liability in respect of such demonstration, PoC, trial or display, irrespective of the outcome of the tender. Demonstrations and displays required under this tender shall be provided by the participating vendor on a No Cost, No Commitment (NCNC) basis, with no financial obligation or liability on the part of the Purchaser.

**11. Special Conditions of TENDER**

- a. No advance will be paid to the bidder, even though ITI is eligible to get advance from the customer being a front-end bidder.
- b. The selected Technology Partner/OEM shall not submit, directly or indirectly, or support any competing bid through another lead bidder for the same Customer RFP/project, where such restriction is permitted under the Customer RFP and applicable law. The bidder shall provide an undertaking confirming compliance with this requirement.
- c. If the bidder is selected, during the final tender submission, the margin offered to ITI shall not be less than the quoted price.
- d. The estimated project amount stated in this document is provisional and subject to revision during the actual bidding process. Consequently, the bidder's quoted amount may also fluctuate (increase or decrease).
- e. The final quantity, scope and contract value shall be governed by the Customer RFP/Contract/PO awarded to ITI. Any corresponding change in scope, quantity or value shall be dealt with on a back-to-back basis with the selected Technology Partner/OEM, subject to ITI's approval and the terms of the Customer Contract.
- f. The requisite final solution to all the supplied equipment's/Services must be end to end support till final solution as per RFP clause.
- g. Any corrigendum, amendment, clarification, modification or revision issued by the Customer in respect of the Customer RFP shall be binding on the selected Technology Partner/OEM to the extent applicable. The Technology Partner/OEM shall immediately incorporate and comply with such changes on a back-to-back basis.
- h. Any change in quantity, scope, delivery schedule, technical requirement, warranty, maintenance, training or commercial condition imposed by the Customer shall, to the extent applicable, be passed on to the Technology Partner/OEM on a back-to-back basis, subject to ITI approval.

**12. Other Terms and conditions:****Confidentiality**

- a) All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract are confidential.
- b) If advised by the Procuring Entity, all copies of such information in original shall be returned on completion of the contractor's performance and obligations under this contract.
- c) The obligations relating to confidentiality, intellectual property, cybersecurity, information security, indemnity, audit and dispute resolution shall survive expiry or termination of the Contract for the period specified in the Customer RFP/Contract or, where no period is specified, for such period as required under applicable law and the nature of the information.
- d) The prospective bidder/Technology Partner/OEM shall submit a duly signed Non-Disclosure Agreement (NDA) in the prescribed format provided at Annexure-VI for obtaining/accessing a copy of the Customer RFP and related confidential documents.
- e) The Technology Partner/OEM shall comply with all patent, intellectual property, licensing and third-party rights requirements stipulated in the Customer RFP/Contract and shall indemnify ITI against claims arising from infringement attributable to the bidder's supplied equipment, software, technology or documentation.
- f) The selected Technology Partner/OEM acknowledges that ITI Limited is participating as the front-end bidder in the Customer RFP. Accordingly, all technical, commercial, quality, delivery, warranty, maintenance, training, Indigenous Content, security, statutory, documentation, testing, demonstration and lifecycle support obligations applicable to ITI under the Customer RFP shall, to the extent applicable to the Technology Partner/OEM, be performed by the Technology Partner/OEM on a complete back-to-back basis without dilution.
- g) Bidder shall execute a duly signed Non-Disclosure Agreement (NDA) in the prescribed format. Upon receipt and acceptance of the duly executed NDA by ITI Limited, the Customer RFP shall be provided to the Bidder. The Bidder shall submit complete clause-by-clause compliance against all applicable pages/sections of the Customer RFP, including its annexures, appendices, corrigenda and amendments, as applicable.

- h) The Successful Bidder shall designate/appoint a dedicated Bid Manager who shall coordinate with ITI Limited and be responsible for end-to-end support and completion of the bid submission process to the End Customer, including preparation of technical/commercial documents, compliance statements, clarifications, presentations, demonstrations and other submissions within the stipulated timelines.

**13. Transparency:**

All procuring authorities are responsible and accountable to ensure transparency, fairness, equality, competition and appeal rights. This involves simultaneous, symmetric and unrestricted dissemination of information to all likely bidders, sufficient for them to know and understand the availability of bidding opportunities and actual means, processes and time limits prescribed for completion of registration of bidders, bidding, evaluation, grievance redressal, award and management of contracts.

It implies that such officers must ensure that there is consistency, predictability, clarity, openness, equal opportunities in processes.

**14. Fall Clause:**

The Fall Clause shall apply only where specifically provided for in the Customer RFP/Contract. Where applicable, the provisions of the Customer RFP/Contract shall prevail.

**15. Price Variation:**

Any variation in price arising during execution of the project due to change in scope, quantity, specifications, taxes, duties, statutory levies, delivery schedule or other commercial conditions shall be governed strictly by the Customer RFP/Contract and any subsequent amendment, corrigendum, clarification or approved change order issued by the Customer.

**16. Risk Purchase**

In the event of failure by the Technology Partner/OEM to comply with the approved delivery schedule, quality requirements or other contractual obligations, ITI shall, without prejudice to its other rights and remedies, have the right to procure the required goods/services from an alternate source at the risk and cost of the Technology Partner/OEM.

The Technology Partner/OEM shall reimburse ITI for the additional cost and other losses, damages, penalties or expenses reasonably incurred by ITI as a consequence of such default, subject to the terms of the Contract.

**17. Indemnity:**

The Technology Partner/OEM shall indemnify and keep ITI indemnified against all claims, losses, damages, penalties, liquidated damages, statutory liabilities, costs and reasonable legal expenses arising out of or attributable to any breach, negligence, default, delay, defective performance or failure of the Technology Partner/OEM to comply with its obligations under this Tender/Contract or the applicable Customer RFP/Contract.

Any LD, penalty, recovery or other financial liability imposed upon ITI by the Customer due to an act or omission attributable to the Technology Partner/OEM shall be recoverable from the Technology Partner/OEM on a back-to-back basis.

**18. Arbitration:**

Any dispute arising out of this TENDER shall be settled and resolved by any such Authorized person appointed by Chairman and Managing Director of ITI Limited.

**19. Set off:**

ITI shall have the right to recover and/or set off any amount legally due and payable by the Technology Partner/OEM to ITI under this Contract or any other contract between the parties, against amounts payable by ITI to the Technology Partner/OEM, subject to applicable law.

20. The interested partner may like to discuss the customer tender related information, TENDER Bidding Conditions, Bidding Process and clarifications, if any with the AGM-BD.

**21. No-obligation:**

Selection/empanelment of a Technology Partner/OEM under this tender shall not constitute any commitment by ITI to place an order or guarantee any minimum business value or quantity. Any order shall be subject to ITI receiving the corresponding order/contract from the Customer and fulfilment of all applicable contractual, technical and commercial conditions.

**22. Payment:**

Payment shall be released to the selected Technology Partner/OEM on a back-to-back basis against actual receipt of corresponding payment by ITI from the Customer, subject to satisfactory performance, acceptance of deliverables, submission of required invoices/documents and deduction of applicable taxes, statutory deductions, ITI's agreed margin, liquidated damages, penalties, recoveries and other amounts recoverable under the contract.

**23. Taxes and Statutory Levies:**

All quoted prices shall be exclusive of applicable GST unless specifically stated otherwise. GST and other applicable taxes shall be payable as per applicable law. TDS and other statutory deductions shall be made by ITI as applicable. The bidder shall be solely responsible for compliance with all applicable tax, labour, statutory and regulatory requirements relating to its scope of work.

**24. Inspection, Testing and Acceptance:**

All equipment, systems and services shall be subject to inspection, testing, trials and acceptance by ITI and/or the Customer, as applicable. Acceptance shall be strictly in accordance with the technical specifications, Quality Assurance Plan, acceptance criteria and other requirements specified in the Customer RFP/Contract. No supply shall be deemed accepted merely on delivery. Payment shall be subject to fulfilment of the applicable acceptance requirements.

**25. Warranty:**

The Technology Partner/OEM shall provide a comprehensive warranty of Twenty-Four (24) months, or such longer period as may be stipulated in the Customer RFP/Contract, commencing from the date specified in the Customer RFP/Contract.

Warranty shall cover repair/replacement of defective equipment, systems, components and accessories, including associated manpower, transportation, logistics and other costs, without additional cost to ITI.

**26. Liquidated Damages / Penalties:**

Any liquidated damages, penalties, compensation, deductions or recoveries imposed upon ITI by the Customer due to delay, non-performance, defective performance, failure to meet specifications, warranty deficiencies or any other default attributable to the Technology Partner/OEM shall be recoverable from the Technology Partner/OEM on a back-to-back basis, to the extent attributable to the Technology Partner/OEM.

**27. Malicious code undertaking:**

The bidder further undertakes that all hardware, firmware, software and embedded systems supplied under the contract shall be free from malicious code, unauthorized functionality, backdoors, logic bombs or any other mechanism that may compromise security, confidentiality, integrity, availability or intended functionality. The bidder shall comply with all applicable cybersecurity, information security and security assurance requirements specified in the Customer RFP/Contract.

The bidder shall ensure that all hardware, firmware, software and embedded systems supplied under the Contract are free from malicious code, unauthorized functionality, backdoors, logic bombs or any mechanism that could compromise system security, safety, integrity or availability.

**28. Cybersecurity and Information Security:**

The Technology Partner/OEM shall comply with all cybersecurity, information security, data protection, classified information handling and security requirements specified by the Customer RFP/Contract and applicable Government regulations.

The Technology Partner/OEM shall ensure that no confidential, technical, operational or security-sensitive information received from ITI or the Customer is disclosed, transmitted, stored or processed except as authorized.

**29. Force Majeure:**

Neither party shall be liable for failure or delay in performance of its obligations to the extent such failure or delay is caused by an event beyond its reasonable control, including natural disasters, war, hostilities, government restrictions, epidemic/pandemic, fire, flood, earthquake, or other events recognized as force majeure under the applicable Customer Contract.

The affected party shall promptly notify the other party and take reasonable steps to mitigate the effects of the event.

**30. Change in Ownership / Control:**

The selected Technology Partner/OEM shall promptly notify ITI of any material change in ownership, management, control, corporate structure, merger, acquisition, insolvency proceedings or other event that may materially affect its ability to perform the contract or its eligibility under the Customer RFP.

ITI shall have the right to review the continued eligibility of the Technology Partner/OEM in accordance with the applicable contractual and regulatory requirements.

**31. Subcontracting / Assignment:**

The selected Technology Partner/OEM shall not assign, transfer, subcontract or otherwise delegate any material part of its obligations under the Contract without the prior written approval of ITI and, wherever applicable, the Customer. Approval of any subcontractor shall not relieve the Technology Partner/OEM of its responsibility for the performance of the Contract.

**32. Audit and Inspection Rights:**

ITI and/or the Customer and their authorized representatives shall have the right, upon reasonable notice or as otherwise permitted under the Customer Contract, to inspect and audit relevant records, documents, facilities, quality systems and other information of the Technology Partner/OEM relating to the execution of the Contract.

The Technology Partner/OEM shall provide all reasonable cooperation and access required for such audit.

**33. Definition – Back-to-Back Basis:**

For the purpose of this Tender/Contract, “back-to-back basis” shall mean that the Technology Partner/OEM shall perform its obligations, including technical specifications, quantities, delivery schedules, testing, acceptance, warranty, maintenance, documentation, training, penalties, liquidated damages and other contractual requirements, in alignment with the corresponding obligations imposed upon ITI under the Customer RFP/Contract.

Any amendment, variation, clarification or requirement imposed by the Customer that affects the Technology Partner/OEM's scope shall, to the extent applicable, be passed on to the Technology Partner/OEM, subject to the terms of the Contract between ITI and the Technology Partner/OEM.

**34. Intellectual Property Rights:**

- i. All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the contractor under this contract shall become and remain the property of the procuring entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without: the procuring entity's prior written consent.
- ii. The contractor shall, not later than upon termination or expiration of this contract, deliver all such documents and software to the procuring entity, together with a detailed inventory thereof.
- iii. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

**35. Language of offers:**

The offers prepared by the Company and all the correspondences and documents relating to the offers exchanged by the companies shall be written in English language.

**36. Cost of TENDER:**

The bidder shall bear all costs associated with the preparation and submission of his offer against this TENDER, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI. ITI will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the TENDER process.

**37. Purchaser's Right to accept any bid and to reject any or All Bids or to cancel the TENDER:**

ITI Limited reserves the right to accept or reject any bid at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action. Subject to applicable procurement guidelines and the terms of the Customer RFP.

**38. Amendment of TENDER:**

At any time prior to the last date for receipt of offers, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the TENDER document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for TENDER.

**39. Disclaimer:**

ITI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and/or any of its officers, employees.

**40. Accessibility of TENDER Document:**

Complete Tender document with terms and conditions is provided in the following websites

- (i) <http://www.itiltd.in>
- (ii) <https://itilimited.euniwizarde.in>
- (iii) <http://eprocure.gov.in>.

**Undertakings (To be in Bidder's Letter Head)**

M/s .....do here by undertake the following

1. We hereby undertake that our company/firm has not been blacklisted, debarred, banned or declared ineligible by the Central Government, any State Government, Government Department, Government Agency, PSU, Defence PSU or statutory authority as on the date of submission of the bid.
2. To work with ITI as per this TENDER and Customer Tender terms and conditions. Also, we agree to implement the project (scope of work as per Tender terms and conditions including investment) covering Warranty& post-warranty services, maintenance etc, in the event of ITI winning the contract on back-to-back basis.
3. To submit Security Deposit of 5% per transaction to customer/ITI (as decided by ITI),
4. that we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the customer tender.
5. to get required certificate& support (warranty & post-warranty/maintenance) in the name of ITI from the OEM as per customer tender requirement.
6. To obtain relevant statutory licenses for operational activities.
7. to sign MoU/Teaming Agreement, Integrity Pact with ITI for addressing the customer tender as per customer's tender terms and conditions.
8. to indemnify ITI from any claims / penalties/ statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
9. to support the offered equipment for a minimum period of 10 years including warranty and AMC or as per customer tender conditions.
10. To supply equipment/components which conform to the latest year of manufacture.
11. The bidder should give certificate stating that all the hardware/ software supplied under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause the network to malfunction in any manner.

## Annexure-II

Bidders Profile

|     |                                                                                                                  |         |         |         |
|-----|------------------------------------------------------------------------------------------------------------------|---------|---------|---------|
| 1.  | Name and address of the company                                                                                  |         |         |         |
| 2.  | Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E-mail and Web site) |         |         |         |
| 3.  | Area of the business                                                                                             |         |         |         |
| 4.  | Annual Turnover for financial years (Rs in Cr)                                                                   | 2023-24 | 2024-25 | 2025-26 |
|     |                                                                                                                  |         |         |         |
| 5.  | IT Turnover for 3 financial years (Rs in Cr)                                                                     | 2023-24 | 2024-25 | 2025-26 |
|     |                                                                                                                  |         |         |         |
| 6.  | Positive Net Worth as on 31.03.2026                                                                              |         |         |         |
| 7.  | Date of Incorporation,                                                                                           |         |         |         |
| 8.  | GST Registration number                                                                                          |         |         |         |
| 9.  | PAN Number                                                                                                       |         |         |         |
| 10. | CIN Number, if applicable                                                                                        |         |         |         |
| 11. | Number of manpower in company's rolls                                                                            |         |         |         |
| 12. | Work Experience details: <b>Annexure IV</b>                                                                      |         |         |         |
| 13. | Certifications details like ISO or any other certification as per requirements of Customer.                      |         |         |         |

## Annexure-III

Compliance Statement

| Sl. No. | Clause No. | Clause | Compliance<br>(Complied/Not Complied) | Remarks with<br>Documentary<br>Reference |
|---------|------------|--------|---------------------------------------|------------------------------------------|
|         |            |        |                                       |                                          |
|         |            |        |                                       |                                          |
|         |            |        |                                       |                                          |
|         |            |        |                                       |                                          |
|         |            |        |                                       |                                          |

Project Experience

| Sl. No. | Project Description | Contract/PO No. & Date | Contract Value | Name of customer | Completion Date | Scope Performed | Attached Documentary Proof |
|---------|---------------------|------------------------|----------------|------------------|-----------------|-----------------|----------------------------|
|         |                     |                        |                |                  |                 |                 |                            |
|         |                     |                        |                |                  |                 |                 |                            |
|         |                     |                        |                |                  |                 |                 |                            |
|         |                     |                        |                |                  |                 |                 |                            |
|         |                     |                        |                |                  |                 |                 |                            |

## Annexure - V

**INTEGRITY PACT**

This Integrity Pact is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**BETWEEN**

**ITI Limited**, having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bengaluru – 560 016, and established under the Ministry of Communications, Government of India (hereinafter referred to as the “**Principal**”, which expression shall, unless excluded by or repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers, or any person(s) specified by the Chairman & Managing Director in this behalf, and shall also include its successors and assigns), **OF THE FIRST PART;**

**AND**

\_\_\_\_\_, represented by its Chief Executive Officer (hereinafter referred to as the “**Bidder(s)/Contractor(s)**”, which expression shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assigns), **OF THE SECOND PART.**

**PREAMBLE**

**WHEREAS**, the Principal intends to award, under its laid-down organizational procedures, a contract for \_\_\_\_\_ of ITI Limited. The Principal values full compliance with all relevant laws of the land, regulations, economic use of resources, and fairness and transparency in its relations with its Bidder(s)/Contractor(s).

**AND WHEREAS**, in order to achieve these objectives, the Principal has appointed an **Independent External Monitor (IEM)** who will monitor the tender process and execution of the contract for compliance with the principles set forth in this Integrity Pact.

**AND WHEREAS**, to achieve the aforesaid objectives, both parties have agreed to enter into this Integrity Pact, the terms and conditions of which shall form an integral part of the Tender Documents and the contract between the parties.

**NOW, THEREFORE**, in consideration of the mutual covenants stipulated herein, the parties hereby agree as follows:

**SECTION 1 – COMMITMENTS OF THE PRINCIPAL**

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a.** No employee of the Principal, personally or through family members, will, in connection with the Tender or the execution of the contract, demand, take a promise for, or accept, for himself/herself or any third person, any material or immaterial benefit to which such person is not legally entitled.
- b.** During the Tender process, the Principal will treat all Bidder(s) equitably and reasonably. In particular, before and during the Tender process, the Principal will provide all Bidder(s) with the same information and will not provide any Bidder(s) with confidential or additional information through which such Bidder(s) could obtain an advantage in relation to the Tender process or execution of the contract.
- c.** The Principal will exclude from the Tender process all persons known to be prejudiced or having a conflict of interest. If the Principal obtains information regarding the conduct of any of its employees which constitutes a criminal offence under the applicable laws, or if there is a substantive suspicion in this regard, the Principal will

inform the Chief Vigilance Officer and may, in addition, initiate disciplinary action in accordance with its applicable Rules and Regulations.

## **SECTION 2 – COMMITMENTS OF THE BIDDER(S)/CONTRACTOR(S)**

### **2.1**

The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corruption and undertakes to observe the following principles during participation in the Tender process and during execution of the contract:

- a.** The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any employee of the Principal involved in the Tender process or execution of the contract, or to any third person, any material or other benefit to which such person is not legally entitled, in order to obtain, in exchange, any advantage whatsoever during the Tender process or execution of the contract.
- b.** The Bidder(s)/Contractor(s) will not enter into any undisclosed agreement or understanding with other bidders/contractors, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions intended to restrict competitiveness or introduce cartelization into the bidding process.
- c.** The Bidder(s)/Contractor(s) will not commit any offence under the applicable anti-corruption laws. Further, the Bidder(s)/Contractor(s) will not improperly use, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, including information relating to plans, technical proposals and business details, whether provided in physical or electronic form.
- d.** The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of its Agent(s)/Representative(s) in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian nationality shall furnish the name and address of its foreign principal(s), if any.
- e.** The Bidder(s)/Contractor(s), while submitting the bid, shall disclose all payments made, committed to be made, or intended to be made to agents, brokers or any other intermediaries in connection with the award of the contract.
- f.** The Bidder(s)/Contractor(s) will not bring any outside influence, directly or indirectly, through Government bodies or otherwise, upon the bidding process in furtherance of its bid.
- g.** The Bidder(s)/Contractor(s) will not instigate third persons to commit any of the offences outlined above or become an accessory to such offences.

## **SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS**

**3.1** If the Bidder(s)/Contractor(s), during the Tender process, before award of the contract, or during execution of the contract, commits any transgression in violation of Section 2 above, or otherwise engages in conduct that puts its reliability or credibility into question, the Principal shall be entitled to disqualify the Bidder(s)/Contractor(s) from the Tender process.

**3.2** If the Bidder(s)/Contractor(s) commits a transgression in violation of Section 2 above, or otherwise engages in conduct that puts its reliability or credibility into question, the Principal shall be entitled to exclude the Bidder(s)/Contractor(s), including by blacklisting, from future Tender/contract award processes.

**3.3** The imposition and duration of such exclusion shall be determined according to the severity of the transgression. The severity shall be determined by the Principal after taking into consideration the full facts and circumstances of each case, including, in particular, the number of transgressions, the position of the transgressor within the organizational hierarchy of the Bidder(s)/Contractor(s), and the amount of damage caused. The exclusion shall be imposed for a minimum period of one year.

3.4 The Bidder(s)/Contractor(s), with its free consent and without any influence, agrees and undertakes to respect and uphold the Principal's right to resort to and impose such exclusion. The Bidder(s)/Contractor(s) further accepts and undertakes not to challenge or question such exclusion on any ground, including alleged lack of hearing before the decision to impose such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3.5 A transgression shall be considered to have occurred if, after due consideration of the available evidence, the Principal concludes that, based on the facts available, there are no material doubts regarding the occurrence of such transgression.

3.6 The decision of the Principal that a breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/Contractor(s) shall be final and binding upon the Bidder(s)/Contractor(s). However, the Bidder(s)/Contractor(s) may approach the IEM(s) appointed for the purposes of this Integrity Pact.

3.7 Upon the occurrence of any sanction, disqualification, exclusion or other consequence arising from violation of this Integrity Pact, the Bidder(s)/Contractor(s) shall not be entitled to claim any compensation on this account.

3.8 Subject to the full satisfaction of the Principal, the exclusion of the Bidder(s)/Contractor(s) may be revoked by the Principal if the Bidder(s)/Contractor(s) establishes that it has restored or recouped the damage caused by it and has installed a suitable corruption-prevention system within its organization.

#### **SECTION 4 – PREVIOUS TRANSGRESSION**

4.1 The Bidder(s)/Contractor(s) declares that no previous transgression has occurred during the three years immediately preceding the signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/transparency approach of Transparency International (TI), or with any Public Sector Enterprise/Undertaking in India, or any Government Department in India, which could justify its exclusion from the Tender process.

4.2 If the Bidder(s)/Contractor(s) makes an incorrect statement on this subject, it may be disqualified from the Tender process, or action for its exclusion may be taken as provided under Section 3 above for transgressions of Section 2 above. The Bidder(s)/Contractor(s) shall also be liable for compensation for damages in accordance with Section 5 of this Integrity Pact.

#### **SECTION 5 – COMPENSATION FOR DAMAGE**

5.1 If the Principal disqualifies the Bidder(s)/Contractor(s) from the Tender process prior to award of the contract in accordance with Section 3, the Principal shall be entitled to forfeit the Earnest Money Deposit (EMD)/Bid Security and/or demand and recover damages equivalent to the EMD/Bid Security, apart from any other legal remedies that may be available to the Principal.

5.2 In addition to the provisions of Clause 5.1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract relating to termination of the contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee furnished by the Contractor and/or demand and recover liquidated damages and other damages in accordance with the provisions of the contract agreement relating to termination.

#### **SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS**

6.1 The Principal will enter into an Integrity Pact on identical terms with all Bidders/Contractors in identical cases.

6.2 The Bidder(s)/Contractor(s) undertakes to ensure that this Integrity Pact is signed by its subcontractor(s), sub-empanelled partner(s) and/or associate(s), if any, and to submit the same to the Principal along with the Tender Document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation of the provisions of this Integrity Pact by any of its subcontractors, sub-empanelled partners or associates.

**6.3** The Principal will disqualify from the Tender process all Bidders who do not sign this Integrity Pact or who violate its provisions.

## **SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/CONTRACTOR(S)**

**7.1** If the Principal receives any information regarding the conduct of a Bidder(s)/Contractor(s), or its subcontractor(s), sub-empanelled partner(s) or associate(s), which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer of the Principal for appropriate action.

## **SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)**

**8.1** The Principal appoints competent and credible Independent External Monitor(s) (IEMs) for this Integrity Pact. The task of the Monitor(s) is to independently and objectively review whether, and to what extent, the parties comply with the obligations under this Integrity Pact.

### **Details of IEMs appointed by ITI Limited**

#### **IEM – I**

**Name:** Shri Atul Jindal, IFS (Retd.)

**Designation:** Independent External Monitor (IEM)

**Address:** 3/10, Vishesh Khand, Opp. Little Friend School, Gomti Nagar, Lucknow – 226010, Uttar Pradesh

**E-mail:** atulindia1947@gmail.com

#### **IEM – II**

**Name:** Shri Benny John, IRS (Retd.)

**Designation:** Independent External Monitor (IEM)

**Address:** Villa No. 36, Kent Plam Villas, Fort Valley Township, Athani, Kakkanad, Ernakulam, Kerala – 682030

**8.2** The Monitor(s) shall not be subject to any instructions from representatives of either party and shall perform their functions neutrally and independently. The Monitor(s) shall report to the Chairman & Managing Director of the Principal.

**8.3** The Bidder(s)/Contractor(s) accepts that the Monitor(s) shall have unrestricted access to all project documentation of the Principal, including documentation provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) shall also grant the Monitor(s), upon request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The Monitor(s) shall be under a contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) as confidential.

**8.4** The Principal will provide the Monitor(s) with sufficient information about all meetings between the parties relating to the project, provided such meetings could have an impact on the contractual relationship between the Principal and the Bidder(s)/Contractor(s).

As soon as the Monitor(s) notices, or believes to have noticed, a violation of this Integrity Pact, the Monitor(s) shall inform the management of the Principal and request the management to discontinue the violation, take corrective action, or take any other relevant action. The Monitor(s) may, in this regard, submit non-binding recommendations.

Beyond this, the Monitor(s) shall have no right to demand that the parties act in a specific manner, refrain from any action, or tolerate any action.

**8.5** The Monitor(s) shall submit a written report to the Chairman & Managing Director of the Principal within \_\_\_\_\_ to \_\_\_\_\_ weeks from the date of reference or intimation by the Principal and, where necessary, submit proposals for correcting problematic situations.

**8.6** If the Monitor(s) reports to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under the applicable anti-corruption laws, and the Chairman & Managing Director has not, within a reasonable period, taken visible action to proceed against such offence or reported the matter to the Chief Vigilance Officer, the Monitor(s) may also transmit such information directly to the Central Vigilance Commissioner.

**8.7** The term “**Monitor**” shall include both singular and plural, as the context may require.

## **SECTION 9 – FACILITATION OF INVESTIGATION**

**9.1** In the event of any allegation of violation of any provision of this Integrity Pact or payment of commission, the Principal or its authorized agencies shall be entitled to examine all relevant documents, including the books of accounts of the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) shall provide all necessary information and documents in English and shall extend all reasonable assistance to the Principal for verification of such documents.

## **SECTION 10 – LAW AND JURISDICTION**

**10.1** This Integrity Pact shall be governed by and construed in accordance with the laws applicable in India. The place of performance and jurisdiction shall be the seat of the Principal, subject to the applicable laws.

**10.2** The actions stipulated in this Integrity Pact shall be without prejudice to any other legal action that may follow in accordance with the provisions of the extant laws in force relating to civil or criminal proceedings.

## **SECTION 11 – PACT DURATION**

**11.1** This Integrity Pact shall come into force when it has been legally signed by both parties. It shall expire one year after completion of the warranty/guarantee period of the project/work awarded, to the full satisfaction of the Principal.

**11.2** If the Bidder(s)/Contractor(s) is unsuccessful, this Integrity Pact shall automatically become invalid three months after evidence of failure on the part of the Bidder(s)/Contractor(s), subject to the applicable Tender conditions.

**11.3** If any claim is lodged or made during the validity of this Integrity Pact, the same shall remain binding and continue to be valid notwithstanding the expiry of this Integrity Pact, unless and until such claim is discharged or determined by the Chairman & Managing Director of the Principal.

## **SECTION 12 – OTHER PROVISIONS**

**12.1** This Integrity Pact shall be subject to Indian law. The place of performance and jurisdiction shall be the Registered & Corporate Office of the Principal at Bengaluru.

**12.2** Any changes, amendments, supplements or termination notices shall be made in writing and signed by both parties. No side agreement has been or shall be entered into in connection with this Integrity Pact.

**12.3** If the Bidder(s)/Contractor(s) is a consortium or partnership, this Integrity Pact must be signed by all consortium members and partners.

**12.4** Should one or more provisions of this Integrity Pact become invalid, the remaining provisions shall continue to remain valid. In such an event, the parties shall endeavour to reach an agreement that is consistent with their original intentions.

**12.5** Any dispute or difference arising between the parties with regard to the terms of this Integrity Pact, or any action taken by the Principal in accordance with or in interpretation of this Integrity Pact, shall not be subject to arbitration.

**12.6** The actions stipulated in this Integrity Pact shall be without prejudice to any other legal action that may follow in accordance with the provisions of the extant laws in force relating to civil or criminal proceedings.

IN WITNESS WHEREOF

The parties have signed and executed this Integrity Pact at \_\_\_\_\_ on the date first mentioned above, in the presence of the following witnesses.

FOR THE PRINCIPAL

ITI LIMITED

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_

FOR THE BIDDER(S)/CONTRACTOR(S)

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_

WITNESSES

1. For the Principal

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

2. For the Bidder(s)/Contractor(s)

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

## Annexure-VI

Non-Disclosure Agreement

[To be submitted on duly notarized stamp paper of INR 100]

[The Non-Disclosure Agreement needs to be signed by a person duly authorised by the bidder. A copy of the authorization by the bidder (copy of Board resolution or Power of attorney) should be provided along with the Non-Disclosure Agreement]

***[A similar Agreement needs to be signed by the ITI on award of the contract and the same shall be made available by ITI to the selected bidder]***

This AGREEMENT (hereinafter called the “Agreement”) is made on the [day] day of the month of [month], [year], between, the Additional General Manager , India hereinafter referred to as ‘**Purchaser**’, (which expression shall unless repugnant to the context include representatives, successors and permitted assigns) of the First Part,

AND

<\*\*\*>, a Company incorporated under the Indian Companies Act, 2013 or any other previous company law as per section 2 (20) of the Indian Companies Act 2013, having registered office at <\*\*\*> (hereinafter referred to as the „**Bidder**’, which expression shall, unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns) of the Second Part.

WHEREAS

the Purchaser has issued a Request For Proposal (RFP) inviting various organizations for

- .....
1. The Bidder, having represented to the “Purchaser” that it is interested to bid for the proposed Project and being found to be the successful bidder(s) on completion of the bid process;

The Purchaser and the Bidder agree as follows:

In connection with the “Project”, the Purchaser agrees to provide to the Bidder a Detailed Document on the Project vide the RFP contained in three volumes along with annexures. The RFP contains details and information of the Purchaser operations that are considered confidential.

The Bidder to whom the Information contained in the RFP is disclosed shall: Hold such Information in confidence with the same degree of care with which the Bidder protects its own confidential and

proprietary information; Restrict disclosure of the Information solely to its employees, agents and contractors with a need to know such Information and advise those persons of their obligations hereunder with respect to such Information;

Use the Information only as needed for the purpose of bidding for the Project;

Except for the purpose of bidding for the Project, not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such

Undertake to document the number of copies it makes on completion of the bidding process and in case unsuccessful, promptly return to the Purchaser, all Information in a tangible form or certify to the Purchaser that it has destroyed such Information.

Was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder's written records prepared prior to such disclosure; or

Is or becomes publicly known through no wrongful act of the Bidder; or

Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the Information.

Information; and

1. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any Information which:
2. The Agreement shall apply to all Information relating to the Project disclosed by the Purchaser to the Bidder under this Agreement.
3. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the bidder, in any of the Information.
4. This Agreement shall benefit and be binding upon the Purchaser and the Bidder and their respective subsidiaries, affiliates, successors and assigns.
5. This Agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder

—

\_\_\_\_\_

(signature and company seal)

(Name of the Authorised Signatory)

## PART I - GENERAL REQUIREMENTS

1. This part consists of the general requirement of the Goods (also referred as equipment/systems/deliverables) and Services, hereafter collectively referred as 'Deliverables', the numbers required, the time frame for deliveries, conditions of usage and maintenance, requirement for training, Engineering Support Package (ESP), and warranty/guarantee conditions, etc. It includes the procedure and the date & time for submission of bids.

### Non-Disclosure

2. The Bidding documents, including this RFP and all attached documents provided by the MoD, are and shall remain or become the property of the MoD. These are transmitted to the Bidders solely for the purpose of preparation and the submission of a proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their proposal. The provisions of this Para shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the MoD will not return to the Bidders any proposal, document or any information provided along therewith (except unopened Commercial Bid and **EMD** as relevant).

3. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process, or concerning the Bidding Process. The MoD will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. MoD may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or MoD or as may be required by law or in connection with any legal process.

4. **Confidentiality of Information.** No party shall disclose any information to any 'Third Party' concerning the matters under this RFP generally. In particular, any information identified as 'Proprietary' in nature by the disclosing party shall be kept strictly confidential by the receiving party and shall not be disclosed to any third party without the prior written consent of the original disclosing party. This clause shall apply to the sub-contractors, consultants, advisors or the employees engaged by a party with equal force.

### 5. Business Eligibility

5.1. **Undertaking by Bidders.** The Bidder will submit an undertaking that they are currently not banned / debarred / suspended from doing business dealings with Government of India / any other government organisation and that there is no investigation going on by MoD against them. In case of ever having been banned / debarred / suspended from doing business dealings with MoD/any other government organization, in the past, the Bidder will furnish details of such ban / debarment along with copy of government letter under which this ban / debarment / suspension was lifted/ revoked. The Bidder shall also declare that their sub-contractor(s)/ supplier(s)/ technology partner(s) are not Suspended or Debarred by Ministry of Defence. In case the sub-contractor(s)/supplier(s)/ technology partner(s) of the Bidder are Suspended or Debarred by Ministry of Defence, the Bidder shall indicate the same with justification for participation of such sub-contractor(s)/supplier(s)/ technology partner(s) in the procurement case.

5.2. Subsequent to submission of bids if any sub- contractor(s)/supplier(s)/technology partner(s) of the Bidder is Suspended or Debarred by Ministry of Defence, the Bidder shall intimate the Ministry of Defence regarding Suspension or Debarment of its sub-contractor(s)/supplier(s)/technology partner(s) within two weeks of such order being made public.

6. **Pre-Qualification Criteria (for Buy (Indian) cases).** The detailed Pre-Qualification criteria for the Bidders for participation in the instant procurement case are placed at **Appendix M** to this RFP. All Bidders are to submit details as per the criteria along with the Technical Bids. These would be evaluated by the TEC.

7. **Indigenous Content.** For the purposes of this RFP and the acquisition contract (if any) signed by the Ministry of Defence with a successful Bidder, Overall indigenous content shall be **60%** as defined under **Para 9 and Para 1, 3 and 3A of Appendix B to Chapter I of DAP 2020.** (Certificate at Annexure II to Appendix B of DAP 2020 to be provided by the Bidder.) Indigenous Content for material/component/ software will be minimum **50%** of overall IC. In addition, reporting requirements for prime (main) Bidders (and for sub- contractors/suppliers/technology partners reporting to higher stages/tiers) shall be as prescribed under **Para 4 to 7 of Appendix B to Chapter I of DAP 2020.** The right to verification of Bidder/ sub-contractors/suppliers/technology partners shall vest in the Ministry of Defence as prescribed under **Para 10 of Appendix B to Chapter I of DAP 2020;** and aspects of delivery, certification, payments, withholding of payments and imposition of penalties shall be as prescribed under **Para 11 to 15 of Appendix B to Chapter I of DAP 2020.** Furthermore, the Bidders will be required to submit their indigenisation plan in respect of indigenous content as stipulated in **Para 4 to 7 of Appendix B to Chapter I of DAP-2020.**

8. **Year of Production.** Deliverables supplied under the contract should be of latest manufacture i.e. manufactured after the date of Contract with unused components/ assemblies/ sub-assemblies, conforming to the current production standard and should have 100% of the defined life (other than permitted running hours during assembly / acceptance trials) at the time of delivery. Deviations, if any, should be clearly brought out by the Bidder in the Technical Offer.

9. **Delivery Schedule.** The delivery of equipment will be completed within **12 months from date of signing of contract.** Delivery schedule of equipment and services along with the relevant payment stages is specified at **Annexure VI to Appendix J.**

9.1. **Split Sources of Supply.** Splitting of sources of supply will be carried out in the ratio of 24 Sets: 12 Sets between the L1 and L2 bidder, subject to adherence to the terms and conditions as mentioned in Para 26, Chapter II, DAP-2020. Delivery schedule for L1 and L2 Bidder is as under:-

| Ser No | Period                                | Quantities to be delivered                                                                                                   |                                                                                                                              | Remarks                               |
|--------|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
|        |                                       | L1 Vendor                                                                                                                    | L2 Vendor                                                                                                                    |                                       |
| 9.1.1. | T <sub>0</sub> + 12 Months or earlier | 24 Sets of Jet Based Kamikaze Drone System with associated equipment, stores & accessories on pro-rata basis & 04 Simulators | 12 Sets of Jet Based Kamikaze Drone System with associated equipment, stores & accessories on pro-rata basis & 02 Simulators | To is the date of signing of contract |

9.2. **Single Source of Supply.** In case, the terms and conditions as mentioned in Para 26, Chapter II, DAP-2020, is not agreed by L2 bidder, delivery by L1 bidder to be completed in 12 months. Delivery schedule for L1 is as under:-

| Ser No | Period                                | Quantities to be delivered                                                                                 | Remarks                                           |
|--------|---------------------------------------|------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| 9.2.1. | T <sub>0</sub> + 12 Months or earlier | 36 Sets of Jet Based Kamikaze Drone System with associated equipment, stores & accessories & 06 Simulators | T <sub>0</sub> is the date of signing of contract |

10. Once the contract is concluded and the delivery schedule is established, the Bidder shall adhere to it and ensure continuity of supply of deliverables and their components under the contract.

11. **Warranty.** The deliverables supplied shall carry a warranty for **24 months**. Commencement of warranty will be from the date of acceptance post Joint Receipt Inspection (JRI) and for SMTs/ STEs/TJs, warranty will commence after successful installation of SMTs/ STEs /TJs at the corresponding repair facility. Warranty Clause is given at **Appendix C** to this RFP.

12. **Shelf Life / In Service Life.** The Shelf Life/ In Service Life of the Equipment (As applicable) will be minimum **Ten (10) years**, from the date of receipt post JRI/ Installation (As applicable). In case of shelf life, the relevant storage conditions should be clearly specified. The Bidder is required to give details of reliability model, reliability prediction and its validation by designer/manufacturer to ensure reliability of stores throughout Service Life. The efficacy of reliability model/ prediction/ validation would be verified during TEC/ demonstration as indicated in **Para 39 of RFP**. Bidders will submit facility requirement document for the storage facility of Jet Based Kamikaze Drone System.

13. **Product Support.** The Bidders would be bound by a condition in the contract that he is in a position to provide product support in terms of maintenance, materials and spares for a minimum period of **10 (Ten) years** including the warranty period. Even after the said mandatory period, the Bidder would be bound to give at least two years notice to the Government of India prior to closing the production line so as to enable a Lifetime Buy of all spares before closure of the said production line. This, however, shall not restrict the Buyer from directly sourcing sub-equipment/sub-assembly and spares from their respective OEMs/sub-Bidders on completion of warranty. In case the sub-equipment/ sub-assembly/ parts require tuning/ calibration/ integration by the Bidder prior to replacement, the same is to be undertaken by the Bidder at fair and reasonable cost, as mutually agreed between Buyer and Bidder.

14. **Codification.** The Bidders will provide existing NATO Stock Numbers (NSNs) of OEM for each item supplied under the contract as per Illustrated spares part list (including MRLS), using NATO Codification system (NCS) adopted by Department of Defence Production (DDP) / Directorate of Standardisation (DoS) with DoS functioning as National Codification Bureau (NCB), India. In case, the NSNs are not available, the bidders will codify using basic technical characteristics as required for codification in consultation with MoD/Directorate of Standardisation. In case of IPR issues, codification will be undertaken as Type IV codification (where only the manufacturer details and part number are to be provided). **The bidders will complete the codification as required by DoS before completion of delivery.**

15. **Obsolescence Management Plan.** An actionable obsolescence management plan is to be proposed by the Bidders along with the mechanism for intimation of notification of obsolescence. The modalities of the mechanism for intimation of notification would be deliberated during CNC. The mutually agreed mechanism for intimation would form an integral part of the contract. All upgrades and modifications carried during the life cycle of the equipment must be intimated to the Capability Development Directorate (CD-5), IHQ of MoD (Army), Gol as per the agreed mechanism.

16. **Training of Crew, QA and Maintenance Personnel.** A training package for training of operators, operator trainers and maintenance personnel to undertake operation and maintenance of equipment, along with tools and test jigs and training of QA personnel for Quality Assurance of equipment would be required to be carried out in English/ Roman Hindi. This training shall be designed to give the operators and maintainers necessary knowledge and skills to operate & maintain equipment ('O' level). The maintenance training will be imparted to the satisfaction of the Buyer and Bidders will ensure that the training content and period will be to impart working proficiency up to the required level. All training requirements such as training aids, projection system, complete equipment with accessories / optionals, technical literature, spares, test equipment / test set up, charts, training handouts, power point presentations, Computer Based Training (CBT), Documentation, Simulators etc will be catered by the Bidders. The bidders will also be responsible to provide faulty Modules/PCBs during imparting of training as to make the training realistic and meaningful.

17. The Bidder would provide the following training to the personnel of the Buyer based on agreed terms of :-

| Ser No                                  | Training Location                          | Type of Trg        | Duration (Per batch)                             | No of Batches | Total No of Personnel            | Remarks                                                            |
|-----------------------------------------|--------------------------------------------|--------------------|--------------------------------------------------|---------------|----------------------------------|--------------------------------------------------------------------|
| <b>User / Operator Training</b>         |                                            |                    |                                                  |               |                                  |                                                                    |
| 17.1                                    | PFFR/<br>School of<br>Artillery<br>Devlali | User/<br>Operator  | User - 5<br>Weeks<br><br>Instructor -<br>3 Weeks | 02            | User - 50<br><br>Instructor - 15 | Three months<br>prior to<br>commencem<br>ent of<br>delivery.       |
| <b>Repair and Maintenance Personnel</b> |                                            |                    |                                                  |               |                                  |                                                                    |
| 17.2.                                   | OEM<br>Premises                            | 'O' Level          | 14 working<br>days                               | 01            | 16                               | Before expiry of<br>warranty period<br>of the first<br>deliverable |
| <b>QA personnel</b>                     |                                            |                    |                                                  |               |                                  |                                                                    |
| 17.3.                                   | OEM<br>Premises                            | QA<br>Aspects      | 05 Working<br>days                               | 01            | 05                               | Before PDI                                                         |
| <b>Ordnance personnel</b>               |                                            |                    |                                                  |               |                                  |                                                                    |
| 17.4.                                   | OEM<br>Premises                            | Warhead<br>aspects | 03 Working<br>days                               | 01            | 16                               | Before PDI                                                         |

Note for User Training.

1. The bidders will submit qualification/ aptitude criteria for selection of personnel by the units for user training.
2. Bidders will undertake online screening of personnel offered by the units at least four weeks prior to commencement of user training.
3. The user training will be conducted three months prior to commencement of delivery. Bidder to provide equipment, stores & qualified instructors for user training. Equipment provided for training will be same as the deliverables.
4. The personnel screened-in will undergo five-week training under bidder, which will be spread over four weeks for training on equipment followed by practical training for one week.
5. Bidders to provide 01 x Jet Based Kamikaze Drone with warhead for every 05 trainees (user/operator) (total 10 x Jet Based Kamikaze Drone with warhead for 50 trainees). A detachment will comprise of 05 trainee personnel who will launch 01 x Jet Based Kamikaze Drone/ detachment with warhead, fly to the target area & impact on the target as part of practical training. These quantities of Jet Based Kamikaze Drone will be over and above the deliverables.
6. Bidders will carry out validation exercise on culmination of user training. Personnel qualified in the validation exercise will be awarded OEM certification for being a Pilot or Technician.
7. Personnel standing at first five position in the order of merit based on validation exercise conducted by L1 bidder & those standing at first position based on validation exercise by L2 bidder will be shortlisted for additional three weeks instructor training. They will be awarded instructor certification on successful qualification in the training.
8. Training of Maintenance Personnel will be carried out before expiry of warranty period of the first deliverable.
9. Training of Ordnance and QA personnel will be carried out before PDI.
18. Government Regulations.
  - 18.1. It may be confirmed that there are no Government restrictions or limitations in the country of the Bidder or countries from which subcomponents are being procured and/or for the export of any part of the deliverables being supplied.
  - 18.2. It may be further confirmed that all national and international obligations relevant to transfer of conventional arms of the country of the supplier or countries from which parts and components are being procured, have been taken into account for the duration of the contract. Accordingly, thereafter there would be no review, revocation or suppression of Defence export license and other related clearance issues to the supplier for the contract that could impinge on the continuity of supply of items and their parts or components under the contract.

18.3. Further, in accordance with Ministry of Finance, Department of Expenditure office Memorandum Number F.7/10/2021-PPD dated 23.02.2023, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/ or screening, on procurement from bidders from, or bidders having commercial arrangements with an entity from, a country or countries, or a class of countries, on ground of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions. The bidder will submit a Model Certificate for Tender in compliance to rule 144(xi) of the General Financial Rules (GFR), 2017 issued vide Ministry of Finance memorandum number F.7/10/2021-PPD (1) dated 23.02.2023 (Public Procurement Order No 4 dt 23 Feb 2023). The format of certificate is given as **Appendix D**.

19. **Patent Rights.** Bidders should confirm that there are no infringements of any Patent Rights in accordance with the laws prevailing in their respective countries.

20. **Integrity Pact & EMD.** In the subject RFP, the Bidders are required to sign and submit Pre-Contract Integrity Pact (PCIP) given at **Annexure I to Appendix L** to this RFP and shall also deposit **₹ 5 Crore** as Earnest Money Deposit (EMD) through any of the instruments mentioned therein. This would be submitted in a separate envelope clearly marked as IP and EMD at the time of submission of Technical and Commercial offers.

21. **Fall Clause.** If the equipment being offered by the Bidders 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 Bidders 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 Bidder 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.

#### Bid Timelines

22. Any queries/clarifications to this RFP may be sent to this office by **16 August 2026**.

23. **Pre-Bid Meeting.** A pre-bid meeting will be organized by SHQ at **1100** Hours on **18 August 2026** at the address given at **Para 22** above to answer any queries or clarify doubts regarding submission of proposals. The Bidder or his authorised representative is requested to attend. Necessary details may be sent a week in advance to the address given at **Para 22** above, to facilitate obtaining of security clearance.

24. **Submission of Bids.** Through online mode on wizard portal

25. Offer opening by an Offer opening committee will be held at **1015 hrs** on **10 September 2026** at the same venue as indicated at **Para 24** above. The Bidder or his authorised representative is welcome to be present at the opening of the proposals. Necessary details may be sent at least one week in advance to facilitate obtaining of security clearance.

## PART II - TECHNICAL REQUIREMENTS

26. The second part of the RFP incorporates the aspects of QR describing the technical parameters of the proposed equipment, and the environmental parameters for functioning. The operational parameters and features that should be met by the equipment are elucidated at **Appendix A** to this RFP and the Compliance Table at **Appendix B** to this RFP. The Bidder would be required to offer the equipment for demonstration on a “No Cost No Commitment” basis.
27. **Operational Characteristics and Features.** The broad operational parameters and features that are to be met by the equipment are elucidated at **Appendix A** to this RFP.
28. **Technical Offer.** The Technical Offer must enable detailed understanding of the functioning and characteristics of the equipment as a whole and each sub system independently. It must include the performance parameters as listed at **Appendix A** to this RFP and any other information pertaining to the technical specifications of the equipment considered important/ relevant by the Bidder. The technical proposal should also include maintenance schedules to achieve maximum life and expected life of each assembly/subassembly (or Line Replaceable Unit (LRU)/Shop Replaceable Unit (SRU)), storage conditions/environment condition recommended and the resultant guaranteed in- service & shelf life. The range and depth of spares included in the proposal should be supported by necessary reliability and prediction model or authenticated by past data on the similar equipment in use.
29. If there is any associated optional equipment on offer that should also be indicated separately along with the benefit that are likely to accrue by procuring such optional equipment. Should the Bidder be contemplating any upgrades or modifications to the equipment being offered, the details regarding these should also be included in the Technical Proposal.
30. Technical Details.
- 30.1. The technical details should be factual, comprehensive and include specifications of the offered system/equipment against broad requirements listed in **Appendix A** to this RFP.
- 30.2. Insufficient or incomplete details may lead to rejection of the offer. Mere indication of compliance may be construed as incomplete information unless system’s specific technical details are available in the offer. A format of the compliance table for the technical parameters and other conditions of RFP is attached as **Appendix B** to this RFP.
31. The technical offer should have a separate detachable compliance table as per format given at **Appendix B** to this RFP stating specific answers to all the parameters as listed at **Appendix A** to this RFP. It is mandatory to append answers to all the parameters listed in **Appendix A** to this RFP. Four copies of the Technical Proposal should be submitted (along with one soft copy), however only one copy of the commercial proposal is required.
32. **Malicious Code Certificate.** The Bidders are required to submit a ‘**Malicious Code Certificate**’ along with the Technical Proposal. The format is placed at **Appendix E** to this RFP. **A critical component check shall be undertaken as per Annexure I to Appendix E, post demonstration at a separate location nominated by the buyer and will be applicable to only those vendors who are evaluated as successful for all other aspects during the physical demonstration.**

33. **Product Support (ESP/CMC).** After completion of warranty, the maintenance support by in-house agency up to '**O**' Level Repair using procured Engineering Support Package (ESP) will be undertaken as per the repair and maintenance philosophy at **Appendix F** of this RFP. The information on Engineering Support Package that is required to be provided is enclosed at **Annexure I to IV to Appendix F** to this RFP. The details of ESP proposals, must also be submitted separately by the bidder with technical aspects being included in the technical offer and commercial aspects being included in the commercial offer. **Product support beyond 'O' level will be by the vendor through CMC.**

34. **Spares.** The spares requirement will be as per **Appendix F** to this RFP. The spares are required to be categorized in four categories as follows: -

34.1. Manufactured by Bidder as OEM and can be sourced as per Part No.

34.2. Bought out items and customized by the OEM for the specific purpose and such customization would require OEM intervention.

34.3. Bought out from other OEMs/Third Party as specialised items and used without any customization. Such items can be sourced by quoting their Part No./Identification No. as given by OEM/Third Party and directly utilised.

34.4. General Engineering items/COTs which can be sourced by stating the relevant standards and item description.

35. As brought out at **Para 28**, the range and depth of spares included in the proposal should be supported by necessary reliability and prediction model or authenticated by past data on the similar equipment in use. Any Bidder found to be providing lesser ESP/MRLS in terms of range and depth will have to make good the deficiency at no extra cost. The Final list of MRLS to this effect is to be submitted prior to CNC. The Buyer would also have the option to amend the MRLS proposed by the Bidder within **Two (02)** years of the expiry of the warranty period. The Bidders would either 'Buy Back' the spares rendered surplus or exchange them on cost-to-cost basis with the spares as required by the Buyer.

36. **Online Inventory Management System (OIMS).** The Bidders will be required to provide data of main equipment, its accessories and spares in the format below is to be provided by the Bidder in excel format in soft copy with respect to 100% data of all spares/ accessories/ Major and minor accessories: -

| Cos Sec | Part No | Manufacturer Part No | Nomenclature | Source of supply | Country of origin of the material | Net wt (in Kg) | Basic material |
|---------|---------|----------------------|--------------|------------------|-----------------------------------|----------------|----------------|
|         |         |                      |              |                  |                                   |                |                |

37. **Active Technology Obsolescence Management.** Bidders are to indicate the methodology on how the Bidder intends to undertake Active Obsolescence Management through life cycle of equipment which would include upgradation of system/ subsystem/ units on completion of its fair service life. The Bidders/ OEM shall also intimate Buyer on likely technology obsolescence of various sub-assemblies/units/modules of equipment through an Annual Bulletin. In case of impending obsolescence of components, bulletin should specify either alternate item or option for life-time buy as under: -

37.1. The Bidders/ OEM will notify the Buyer **not less than two years before the closure of its production line** about the intention to close production of equipment for provision of purchasing spare parts, before closure of the said production line.

37.2. **Three years** prior to completion of design/service life of equipment, the Bidders/ OEM will submit techno-commercial proposal for upgradation of equipment/ life extension, wherever applicable, to mitigate technology obsolescence and for ensuring product support for next 5 years.

#### Evaluation of Technical Offers

38. The technical offers forwarded by the Bidders will be evaluated by the TEC. The TEC will examine the extent of variations/differences, if any, in the technical characteristics of the equipment offered by various Bidders with reference to the Operational and Technical Requirements as elaborated at **Appendix A** and prepare a 'Compliance Statement' for shortlisting the Bidders for Demonstration Methodology at **Appendix G**.

39. **Demonstration/ Evaluation.** The Bidder is requested to confirm his willingness to provide the equipment for Demonstration/ Evaluation in India on "No Cost No Commitment" basis within 45 (Forty-Five) days of issue of RFP. The Empowered Committee, at his own expense, will depute its representatives for the Demonstration / Evaluation. If any part of the Demonstration / Evaluation conducted in the Buyer's facilities, the Bidder shall depute his personnel and equipment at his own expenses and bear the cost of all expenses of demonstration other than the cost of ranges, platform or facilities which the Buyer may choose to provide free of cost. Demonstration Methodology is given at **Appendix G** to this RFP. The equipment produced for the Demonstration/ Evaluation by Bidders will be retained till the signing of the contract. Post contract, equipment of the Bidder, chosen for the contract will be retained till the completion of the delivery.

40. Commercial offers will be opened only of Bidders whose equipment is short-listed, after Technical Evaluation and demonstration/ evaluation.

#### Quality Assurance Instructions & Technical Evaluation Plan

41. Bidder is to submit a Draft Acceptance Test Procedure (ATP) as per Appendix 'A', Annexure II and XII of JSG 0824:2022 along with the technical bid. Based on the draft ATP, the ATP will be finalised by the Buyer's QA agency with Bidder during Contract Negotiations. ATP shall be included in the contract at the time of finalisation with successful bidder. ATP will lay down the tests to be carried out during PDI. In the instant case One Jet Based Kamikaze Drone each, including warhead, of Anti-personnel Capability will be fired for check proof for each lot. The Jet Based Kamikaze Drone including warhead for check proof will be over & above the deliverable quantity of 540 Jet Based Kamikaze Drones. Each lot will be quantity 180 Jet Based Kamikaze Drones, excluding 01 Jet Based Kamikaze Drones for check proof. It shall be ensured that there is no repetition of QA tests in PDI and JRI. The JRI would normally be restricted to quantitative checks only. QA of equipment will be carried out as per finalised QA plan during the demonstration. For COTS equipment, Bidder will provide Shelf- Life Certification, requisite test reports and certification as per standards of manufacturing by Bidder. The draft ATP will be analysed for adequacy and sufficiency during demonstration. SDoC/ Vendor certification to be submitted by all participating vendors for applicable QA and EMI/EMC tests at the time of demonstration. Certificate for applicable QA and EMI/EMC tests from National or International labs accredited by NABL/ DRDO labs to be submitted by L1 and L2 or L1 bidder at the time of PDI and to be checked by user nominated rep. Guidelines for Quality Assurance Instructions are given at **Appendix H**. Bidder shall comply to the requirements given in the JSG 1040:2023, ISO/IEC 12207 for development of software and conduct of software QA. Warhead/ Ammunition, Bomb/Fuze payloads need to comply with JSG 0102:1984. The Optical Devices and components will follow JSS 5855-11:2019 and JSG 0825 for Electronics COTS Components/ Devices. Rechargeable batteries of adequate capacity complying with latest CQA (L) 624(B) or relevant JSS/MIL spec/IS/IEC Std to meet the functional and safety requirements. Battery Charger, must comply to relevant IS/BIS/IEC and relevant table of JSS 55555:2020 or latest in line with the main equipment as per the project requirement. **Nodal AHSP in the extant case will be CQA(S) Secunderabad.**

## Marking and Packaging

42. **Marking of Deliverables.** The Bidder shall ensure that each deliverable is marked clearly and indelibly, as follows: -

42.1. In accordance with the requirements specified in the RFP or if no such requirement is specified, with the indicated codification number or alternative reference number specified.

42.2. Ensure that any marking method used does not have a detrimental effect on the strength, serviceability or corrosion resistance of the deliverables.

42.3. Where the deliverables have a limited shelf life, with the cure date/date of manufacture or expiry date expressed as months and years.

43. Where it is not possible to mark a deliverable with the required particulars, these should be included on the package in which the deliverable is packed.

44. **Packaging of Equipment and Deliverables.** The SELLER shall provide packaging as per Military Packaging Level 'P' of DEFSTAN 81-041 (Part 1) or equivalent Military Standard. The packaging will provide adequate protection against the defined environmental conditions and physical constraints that may be experienced by equipment and all deliverables during storage and transportation. The choice of packaging materials and processes is left to the packaging supplier. However, the following points shall be taken into account when providing items packaged; Provide adequate physical protection, Not make the item attractive, provide clear identification and marking. Be the most cost-effective solution, provide a solution that is space efficient, be fit for purpose for the journey specified, be easily handled by in-service Mechanical Handling Equipment (MHE). If a re-usable container is required, then the same be provided with adequate protection for transportation and storage in the defined environmental conditions and physical constraints that may be experienced by equipment.

45. The Bidder shall ensure that each package containing the deliverable is labeled to include: -

45.1 The name and address of the consigner and consignee including: -

45.1.1. The delivery destination/address if not of the consignee

45.1.2. Transit destination/address (for aggregation/disaggregation, onward shipment etc)

45.2 The description and quantity of the deliverables.

45.3. The full part number in accordance with codification details.

45.4. The makers part, catalogue, serial, batch number, as appropriate.

45.5. The contract number.

45.6. Any statutory hazard markings and any handling markings including the mass of any package which exceeds 3 kgs.

## PART III - COMMERCIAL REQUIREMENTS

46. The third part of the RFP consists of the Commercial Clauses and Standard Clauses of contract. The bidders are required to give confirmation of their acceptance of these clauses.

## Commercial Bid

47. The bidders are requested to take into consideration the **Commercial Clauses and Payment Terms** given at **Appendix J** to this RFP while formulating the Commercial Offers. The bidders are required to quote their price in Price bid format given in **Appendix K** to this RFP.

48. **Commercial offers will be opened only of the Bidders whose equipment is short-listed, after Technical Evaluation and demonstration/ evaluation.** The Commercial Offer must be firm and fixed and should be valid for at least **Eighteen (18) months** from the last date of bid submission.

## Commercial Bid Opening

- 49. The ITI TEC team would evaluate the tender for technical compliance.
- 50. The date, time for the online bid opening has already been stipulated.
- 51. The commercial bid opening will happen for the technically qualified bidder.

## Additional Aspects

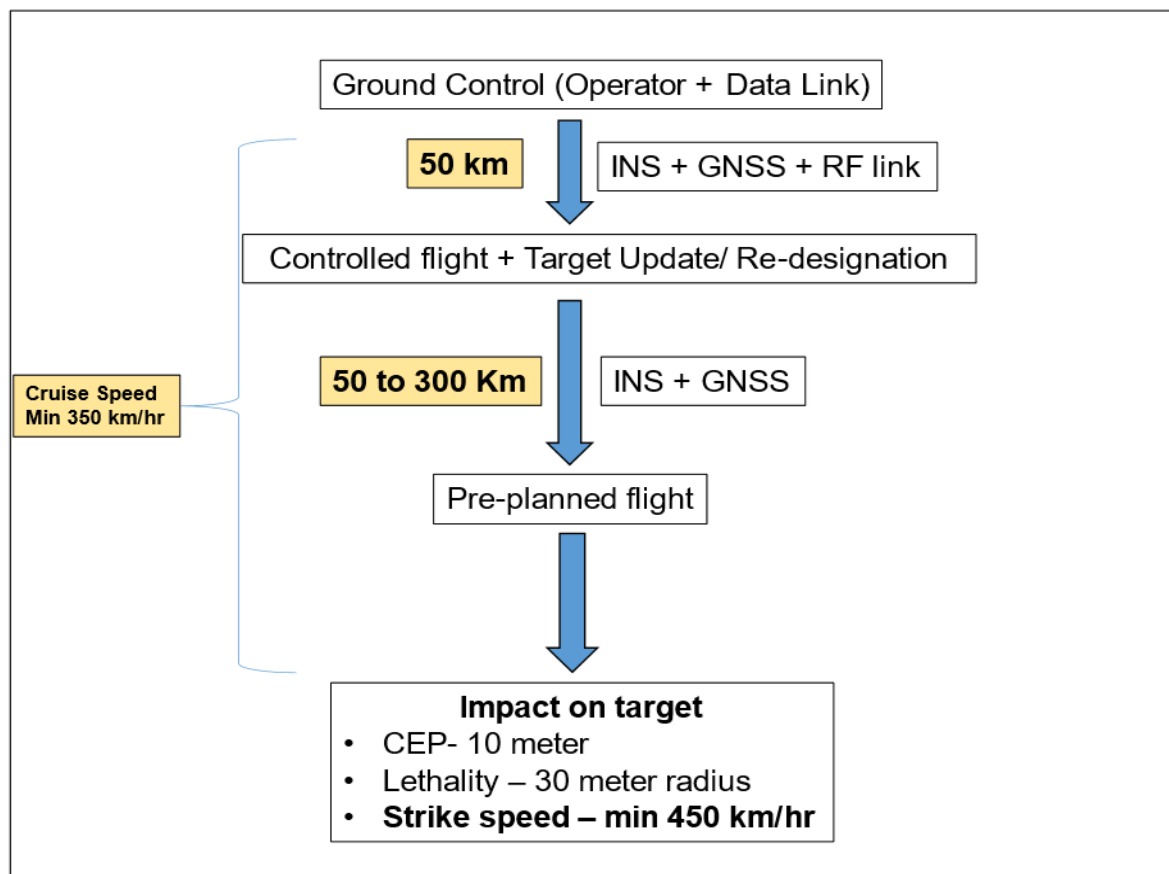
52. **Standard Conditions of RFP.** The Government of India desires that all actions regarding procurement of any equipment are totally transparent and carried out as per established procedures. The bidder is required to accept standard conditions furnished at **Appendix L** to this RFP regarding Agents, penalty for use of undue influence and Integrity Pact, access to books of accounts, arbitration and clauses related to Law. These conditions along with other clauses of the Contract form the Standard Contract Document (as at **Chapter VI** of DAP 2020) indicates the general conditions of contract that would be the guideline for all acquisitions. The draft contract would be prepared as per these guidelines.

## PART IV - BID EVALUATION AND ACCEPTANCE CRITERIA

53. A list of documents/details to be submitted along with the bids is placed at **Appendix O** as a reference to help in completeness of bid and meeting the procurement process schedule.
54. The bids shall be unconditional and unqualified. Any condition or qualification or any other stipulation contained in the bid shall render the bid liable to rejection as a non- responsive bid.
55. The bid and all communications in relation to or concerning the bidding documents shall be in English language.
56. Evaluation and Acceptance Process.
- 56.1. **Evaluation of Technical Proposals.** The technical proposals forwarded by the Bidders will be evaluated by TEC. They will examine the extent of variations/differences, if any, in the Operational parameters as mentioned in **Appendix A** of the equipment offered by various Bidders and prepare a “Compliance Statement” for shortlisting the Bidders. The shortlisted Bidders shall be asked to send **equipment** for Demonstration/Evaluation as per **Appendix G**. The Demonstration/Evaluation will be conducted for operational parameters attached as **Appendix A**. The compliance would be determined only on the basis of the parameters specified in the RFP. The Empowered Committee will analyse the demonstration/ evaluation results and shortlist the equipment recommended for introduction into service.
- 56.2. **Evaluation of Commercial Bid.** The Commercial bids of only those bidders will be opened, whose technical bids have been cleared by TEC and have successfully demonstrated their equipment capability as per the operational parameter defined at **Appendix A** and Critical Component check as per **Annexure I to Appendix E**. Comparison of bids would be done on the basis of Evaluation criteria given in **Appendix K** to this RFP. The L-1 bidder would be invited for negotiations by CNC. Post final negotiation with L1 bidder, L2 bidder would be invited for negotiations, provided that L2 bidder agrees to accept the price and terms and conditions quoted by/negotiated with the L1 bidder.
- 56.3. **Contract Conclusion.** The successful conclusion of the negotiations will be followed by contract conclusion with L1 and L2 or L1 only, subject to adherence to the terms and conditions as mentioned in Para 26, Chapter II of DAP-2020.
57. **Termination Clause.** The Termination Clause in this case will be applicable in the following conditions: -
- 57.1. The delivery of the equipment is delayed for causes not attributable to Force Majeure for more than six months after the scheduled date of delivery.
- 57.2. The Bidder is declared bankrupt or becomes insolvent.
- 57.3. The ‘Buyer’ has noticed that the Bidder has utilised the services of an Agent in getting this contract and paid any commission to such individual/company etc.

Appendix A  
ESSENTIAL OPERATIONAL REQUIREMENTS JET  
BASED KAMIKAZE DRONE SYSTEM

1. **Concept of Operations.** A Jet Based Kamikaze Drone operates on a pre-programmed, autonomous strike concept wherein target coordinates, waypoints, and attack profile are fed prior to launch, and the system navigates using GNSS/ INS to engage High Priority Targets. During flight, control is retained within line of sight (upto 50 km), allowing the operator to update or change the target coordinates in real time while the drone remains in communication range, thereby providing flexibility in target engagement. Once beyond line of sight, the system executes autonomous terminal attack on the selected coordinates. Launched from a ground/ mobile platform the jet propulsion enables rapid ingress at high subsonic speeds with reduced exposure to interception, following a direct profile as programmed. Target engagement is purely coordinate-driven, making it suitable for static high-value targets such as infrastructure or radar sites. The terminal phase involves a high-speed dive or low-altitude approach culminating in detonation of the on-board warhead on impact, delivering combined kinetic and explosive effects, with the system being fully expendable. A schematic diagram showing functioning of JBKDS is shown below:-



| Ser No                                       | Characteristics                                                  | Desired Capabilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------|------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.                                           | <b>Type of Targets to be engaged by Jet Based Kamikaze Drone</b> | <p>Jet Based Kamikaze Drone will be used to engage the following <i>High Value Targets</i>:-</p> <p>2.1. Command Control Communication Computer and Intelligence (C4I) installations to include Headquarter, Signal Centers and Command Posts.</p> <p>2.2. Strategic/ Long Range Vector Weapon System.</p> <p>2.3 Radar installations to include Weapon Locating Radar AD Systems and Communication Centers.</p> <p>2.4 Troops and vehicles in open.</p> <p>2.5. Logistic Storage Dumps and Depots to include FOL &amp; Special Ammunition Storage.</p> <p>2.6. Troops and vehicles in open.</p> <p>2.7. Any other targets requiring precision engagement.</p> |
| <b>Ground Control Station Specifications</b> |                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 3.                                           | <b>Mobile Control Unit</b>                                       | <p><b>Mission Planning System.</b> Should carryout following:-</p> <p>3.1. End to end (launch point till target) mission planning.</p> <p>3.2 Navigation planning.</p> <p>3.3. Targeting Planning.</p> <p>3.4. Mission data storage &amp; post mission analysis capability</p> <p><b>Ground Data Terminal (GDT).</b> To communicate with Drone at Line of Sight (LoS) range (50 km) in a secured manner. Automated target engagement by Drone beyond LoS range.</p>                                                                                                                                                                                            |
| 4.                                           | <b>Launch Mechanism</b>                                          | Launcher can be based on either Pneumatic (Rail /Canister) or VTOL or Catapult or Rocket Assisted Takeoff.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

|    |                                              |                                                                                                                                                                                                                                                             |
|----|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5. | <b>Launcher Towing/<br/>Carriage Vehicle</b> | <p>5.1. It should be an In-Service vehicle platform with minimum 5/7.5 Ton 4x4 GS vehicle specification or similar/ better specification.</p> <p>5.2. It should have an on-board Command, Control &amp; Communication Stations and Power Supply System.</p> |
|----|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Ser No                               | Characteristics                       | Desired Capabilities                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6 A.                                 | <b>Drone Carrier Vehicle</b>          | <p>6A.1. It should be an In-Service vehicle platform with minimum 5/7.5 Ton 4x4 GS vehicle specification or similar/ better specification.</p> <p>6A.2. Vehicle should be suitably modified to safely store &amp; transport Drones.</p> <p>6A.3. The Drone carrier vehicle should be capable of moving at speeds not less than 40 Km per hour on road and 10 Km per hour on desert track/ cross country/ mountains with full operational loads.</p>     |
| 6 B.                                 | <b>Warhead Carrier Vehicle</b>        | <p>6B.1. It should be an In-Service vehicle platform with minimum 5/7.5 Ton 4x4 GS vehicle specification or similar/ better specification.</p> <p>6B.2. Vehicle should be suitably modified to safely store &amp; transport warheads.</p> <p>6B.3. The Warhead carrier vehicle should be capable of moving at speeds not less than 40 Km per hour on road and 10 Km per hour on desert track/ cross country/ mountains with full operational loads.</p> |
| <b>Kamikaze Drone Specifications</b> |                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 7.                                   | <b>Range</b>                          | <b>300 km</b> or more.                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 8.                                   | <b>Accuracy</b>                       | <b>10 meters</b> of Circular Error of Probability or less.                                                                                                                                                                                                                                                                                                                                                                                              |
| 9.                                   | <b>Launch Position Altitude</b>       | <b>2000 meters</b> or more.                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 10.                                  | <b>Propulsion Type</b>                | <b>Jet Engine.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 11.                                  | <b>Warhead Weight &amp; Lethality</b> | Applicable weight to achieve lethality of <b>30 metre radius</b> from point of impact.                                                                                                                                                                                                                                                                                                                                                                  |
| 12.                                  | <b>Warhead Type</b>                   | High Explosive Fragmentation.                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 13.                                  | <b>Cruise speed</b>                   | 350 km/hour or more.                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 14.                                  | <b>Strike speed</b>                   | 450 km/hour or more.                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 15.                                  | <b>Target Details</b>                 | <p>15.1. To be preloaded in Drone by Mission Planning System by operator.</p> <p>15.2. Flight path to be defined by Mission Planning System.</p>                                                                                                                                                                                                                                                                                                        |

| Ser No | Characteristics                                 | Desired Capabilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 16.    | <b>Retrieval &amp; Re- use Capability</b>       | <p>16.1. For training purpose.</p> <p>16.2. Retrieval with Parachute/ VTOL/ soft belly landing.</p> <p>16.3. Applicable for Trainer Drone, flown with Inert Warhead.</p> <p>16.4. Reusable post repair.</p>                                                                                                                                                                                                                                                                                                                                                                                       |
| 17.    | <b>Anti GNSS Jamming/ Spoofing capabilities</b> | <p>Capability to function in GNSS jammed/spoofed environment by utilizing following: -</p> <p>17.1. Inertial Navigation System (INS).</p> <p>17.2. Capability to disregard spoofed GNSS sigs.</p> <p>17.3. The system should have minimum four Channel Controlled Reception Pattern Antenna (CRPA) module antenna for secured GNSS reception.</p>                                                                                                                                                                                                                                                 |
| 18.    | <b>Anti Jamming capabilities</b> <b>RF</b>      | <p>18.1. Should utilize <b>minimum one non-ISM band</b> each for uplink &amp; downlink transmission.</p> <p>18.2. Adequate channel spacing (between 250 to 500 MHz) should be available between controlling channel frequencies (uplink &amp; downlink) to enable interference free simultaneous communication.</p> <p>18.3. An adaptive security mechanism (Frequency Hopping /Frequency Hopping Spread Spectrum/ Spread Spectrum/ any other technology) should be provided to auto-detect &amp; prevent alteration/ jamming of transmitted uplink &amp; downlink.</p> <p>18.4. 256 bit AES.</p> |
| 19.    | <b>Portability</b>                              | Portable by road, rail and service aircraft.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 20.    | <b>Power Requirement</b>                        | Capability of generating own power to operate the system.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 21.    | <b>Navigation</b>                               | Auto navigation based on Global Navigation Satellite System including IRNSS (whenever operational) along with Inertial Navigation System between multiple coordinates that are pre- decided as mission planning parameters.                                                                                                                                                                                                                                                                                                                                                                       |

| Ser No                                             | Characteristics                                   | Desired Capabilities                                                                                                                                                                                                                                                                                                                                   |
|----------------------------------------------------|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Safety, EMI/EMC &amp; QA Aspects</b>            |                                                   |                                                                                                                                                                                                                                                                                                                                                        |
| 22.                                                | <b>Safety Feature</b>                             | <p>22.1. In built safety features to safe guard the crew handling the munition during transit, assembly and maintenance.</p> <p>22.2. The system should be safe to handle and be capable of withstanding rough handling under operational conditions.</p> <p>22.3. The drone should be capable of being armed/ disarmed immediately when required.</p> |
| 23.                                                | <b>EMI/EMC Compliance</b>                         | The system should be EMI/EMC compliant as per MIL STD 461 E/ F or later or equivalent international standards, as applicable.                                                                                                                                                                                                                          |
| 24.                                                | <b>QA Compliance for environmental Conditions</b> | Applicable tests for as per JS-55555/ equivalent international standards eg MIL-STD-810 H/ MIL-STD 2164 A/ MIL-STD 202G etc.                                                                                                                                                                                                                           |
| 25.                                                | <b>Software/ Application</b>                      | Open Architecture Software Protocols enabling heterogeneous mission planning & collaboration. Third party API to enable upgrades & heterogeneous collaboration.                                                                                                                                                                                        |
| <b>Storage, Maintenance &amp; Training Aspects</b> |                                                   |                                                                                                                                                                                                                                                                                                                                                        |
| 26.                                                | <b>Operating &amp; Storage Conditions</b>         | <p>26.1. Minimum - Minus 20°C.</p> <p>26.2. Maximum - 50°C.</p> <p>26.3. Humidity - upto 95%.</p> <p>26.4. Wind (surface) - upto 10 meters/ second.</p> <p>26.5. Terrain conditions - The system should be able to operate in all types of terrain.</p>                                                                                                |
| 27.                                                | <b>Shelf/ Service Life</b>                        | <p>27.1. Loiter Munition - 10 Years.</p> <p>27.2. Ground Support Equipment (GSE) - Minimum 10 Years.</p> <p>27.3. Simulator - Minimum 10 Years.</p>                                                                                                                                                                                                    |

| Ser No | Characteristics                              | Desired Capabilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 28.    | <b>Corrective Maintenance: Field Repairs</b> | <p>28.1. Field repairs to be carried out in-situ, with minimum essential test equipment tools and man-hours. Emphasis will be on reduced diagnostic time and repair by replacement of defective modules. Procedure for replacement of modules/ sub- assemblies should be simple.</p> <p>28.2. Provision of Digital Twin for ease of understanding of maintenance, training, enhanced simulation &amp; warhead.</p> <p>28.3. Provision of all Meta Data for 5 minutes of startup, 5 minutes of flight, 5 minutes of loiter &amp; 5 minutes of terminal phase.</p> |
| 29.    | <b>Simulator</b>                             | Provision of simulator to provide realistic training & conduct of validation exercise.                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

| Future Upgrades |                                                                                                  |
|-----------------|--------------------------------------------------------------------------------------------------|
| 1.              | Range - 500 km.                                                                                  |
| 2.              | Terminal Guidance - EO/ IR payload to align & identify target just prior to final dive.          |
| 3.              | EO/ IR payload to achieve accurate homing onto the tgt.                                          |
| 4.              | Artificial Intelligence (AI) enabled target recognition in terminal stage.                       |
| 5.              | 16 element CRPA Module Antenna.                                                                  |
| 6.              | Interoperable with BSS & SAKSHAM battlefield management system.                                  |
| 7.              | VO/V-SLAM/V-SLAM with AI during Day/ Night.                                                      |
| 8.              | Low drift INS (MEMS/ FOG) between 0.5 degree/ hour & 0.1 degree/ hour.                           |
| 9.              | Two Uplink & Two Downlink each (ISM+Non ISM Bands).                                              |
| 10.             | Adaptive FHSS covering minimum 500 MHz to 1GHz. Minimum 01/ 02 GHz separation between two bands. |
| 11.             | Feasibility of 256 bit AES Plus encryption.                                                      |
| 12.             | Any additional future upgrade to cater for technological advancement.                            |

## Appendix B

## COMPLIANCE TABLE

**For :** Quantity Thirty Six (36) Jet Based Kamikaze Drone System.

| Ser No                                        | Requirement as per the RFP                                                  | Compliance/<br>Partial<br>Compliance | Indicate references<br>of Paras/Sub Paras of the<br>Main Technical Document |
|-----------------------------------------------|-----------------------------------------------------------------------------|--------------------------------------|-----------------------------------------------------------------------------|
| <b>Technical Parameters as per Appendix A</b> |                                                                             |                                      |                                                                             |
|                                               | Essential Operational Requirements                                          |                                      |                                                                             |
| <b>Commercial Parameters as per RFP</b>       |                                                                             |                                      |                                                                             |
|                                               | Advance Payment Bank Guarantee as per 1.4.1 of Appendix J of RFP.           |                                      |                                                                             |
|                                               | Performance-cum-Warranty Bank Guarantee as per Para 2 of Appendix J of RFP. |                                      |                                                                             |
|                                               | Bank Guarantee of CMC as per Para 3 of Appendix J of RFP.                   |                                      |                                                                             |
|                                               | <b>₹ 5 Crore Earnest Money Deposit</b> as per Para 20 of RFP.               |                                      |                                                                             |
|                                               | <b>Pre contract Integrity Pact</b> as per Para 20 of RFP.                   |                                      |                                                                             |

## Appendix C

(Refers to Para 11 of RFP)

## WARRANTY CLAUSE

1. The **SELLER** warrants that the goods/services supplied under this contract conform to technical specifications prescribed and shall perform according to the said Technical Specifications.
2. The **SELLER** warrants for a period of **24 months** from the date of acceptance of deliverables post Joint Receipt Inspection (applicable for deliverables less SMT/STE) or from date of installation and commissioning (applicable for SMT/STE/Jigs & infrastructure), that the goods/stores/services supplied under this contract and each component used in the manufacture thereof should be free from all types of defects/failures (including latent and patent defects). Repairs under warranty will be carried out in-situ. However, in case certain items cannot be repaired in-situ then the responsibility of back loading these items to the repair facility of the vendor will be under SELLER's own arrangement. The commencement of warranty will be from the date of acceptance post JRI/final acceptance. All scheduled servicing during the warranty period will be borne by the SELLER to include spares, labour, oils, gases, coolant, lubricants and other consumables free of cost. Installation of **SMTs/STE/Jigs** will be undertaken by the **SELLER** at the designated repair points free of cost and warranty of said **SMTs/STE/TJs** to start after successful installation.
3. If within the period of warranty, the goods/stores are reported by the **BUYER** to have failed to perform as per the specifications, the **SELLER** shall either replace or rectify the same free of charge, maximum within **30** days of notification of such defect by the **BUYER** provided that the goods are used and maintained by the **BUYER** as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration **of total downtime**. Record of the down time would be maintained by user in log book. Spares **and all consumables** required for warranty repairs shall be provided free of cost by **SELLER**. The **SELLER** also warrants that the special oils, lubricants and special components if required for the warranty repair of the equipment shall be provided by the **SELLER** himself. **All activities including diagnosis, rectification, transportation etc, required for making equipment serviceable and available would be the SELLER's responsibility.** The **SELLER** also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the **BUYER** and the **SELLER**. The **SELLER** shall intimate the assignable cause of the failures.
4. **SELLER** hereby warrants that necessary service and repair backup during the warranty period, including routine maintenance beyond Unit Level, shall be provided by the **SELLER** and he will ensure that the **cumulative downtime period for the equipment does not exceed 10% of the warranty period.**
- 5(a). If a particular equipment fails frequently and/or the cumulative down time exceeds **10%** of the warranty period due to either a single defect occurring repeatedly and/or due to multiple defects in various items/components/sub-components then that complete **item/component/ sub-component** shall be replaced free of cost by the **SELLER** within a stipulated period of **45 days** of receipt of the notification from the **BUYER**.

5 (b). If a common defect is noticed in more than 10% of the quantity of equipment/goods with respect to a particular item/component/sub-component, then that complete item/ component/ sub-component shall be replaced free of cost by the **SELLER** within a stipulated period of **45 days** of receipt of the notification from the **BUYER** duly modified/upgraded through design improvement in all equipment supplied, yet to be supplied and ESP supplied/yet to be supplied.

6. **SELLER** shall associate technical personnel of maintenance agency and QA of **BUYER** during warranty repair and shall provide complete details of defect, reasons and remedial actions for averting recurrence of such defects.

7. In case the complete delivery of the Engineering Support Package is delayed beyond the period stipulated in this contract, then the **SELLER** undertakes that the warranty period for the goods/stores shall be extended to that extent.

8. The **SELLER** warrants that the goods supplied will conform to the Temperature and Humidity conditions as mentioned at Appendix A to RFP.

Appendix D

CERTIFICATE TO BE SUBMITTED BY THE BIDDER FOR COMPLYING WITH RESTRICTIONS  
UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFR) 2017 ISSUED BY  
MINISTRY OF FINANCE, DEPARTMENT OF EXPENDITURE OFFICE MEMORANDUM  
NUMBER F.7/10/2021-PPD (1) DATED 23.02.2023 {ORDER (PUBLIC PROCUREMENT  
NO. 4)}

“I have read the clause (Restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 issued vide Ministry of Finance Order (Public Procurement Order No:4,dt 23 Feb 2023) regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that ----- (BIDDER) is not from such a country or, if from such a country, has been registered with the competent Authority. I hereby certify that ----- (BIDDER) fulfils all requirements in this regard and is eligible to be considered (where applicable, evidence of valid registration by the Competent Authority shall be attached).”

Appendix E

**CERTIFICATE: MALICIOUS CODE**  
(To be rendered on the Company Letter head)

1. This is to certify that the Hardware and the Software being offered, as part of the Contract, does not contain embedded malicious code that would activate procedures to:-
  - 1.1. Inhibit the desired and designed function of the equipment.
  - 1.2. Cause physical damage to the user or equipment during the exploitation.
  - 1.3. Tap information resident or transient in the equipment/ networks.
2. The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Rights (IPRs) are caused due to activation of any such malicious code in embedded software.
3. A critical component check shall be undertaken as per Annexure I to Appendix E, post demonstration at a separate location nominated by the buyer and will be applicable to only those vendors who are evaluated as successful for all other aspects during the physical demonstration.

(Signed) Designation/Name/Address of firm

Date:

Place:

Annexure I to Appendix E  
(Refer Para 3 of Appendix E)

## CRITICAL COMPONENT CHECK

1. **Critical Component Check.** A committee of Buyer shall carry out inspection and verification of the components of the equipment with respect to their origin and bonafide usage in function of the eqpt. This verification will be carried out by the committee for SELLER which found compliant in the TEC and in the Demonstration, before proceeding with commercial negotiation. Verification will be done at location to be specified during pre-bid stage, on the same eqpt which has qualified the user demonstration. This verification will also be carried out during the PDI stage for the SELLER with whom the contract is signed. SELLER shall make the following available to the committee:-

- 1.1 Complete bill of materials and invoices as proof/ authentication of source of supply/ origin of all components/ assemblies used (without cost, minimum upto Tier 6 level) will be provided for traceability.
- 1.2 Provide access to production facility and enable the stripping of the complete equipment down to components level. SELLER will ensure that there is no obliteration of marking on electronics components which prevents their identification. List of all ICs/ FPGA/ BGAs used in various PCBs with data sheet will be provided along with end user in the overall system functionality.
- 1.3 Provide details of all software, their end use, the programming modus and analysis of data log.
- 1.4 Make available competent technical team for all of the above.

## Appendix F

## PRODUCT SUPPORT

1. **Maintenance Philosophy.** The Maintenance of the equipment is structured under different levels. The Maintenance philosophy for **Jet Based Kamikaze Drone System** can be categorised as under:-

1.1. **'O' Level (Field Repairs).** These are repairs carried out at field level by technicians specially trained for this purpose and where the required special tools and spares have to be provided. These repairs comprise replacement of common Line Replaceable Units (LRUs), sub-modules, other components which may require special Maintenance Tools (SMTs) supported by diagnostic using Special Test Equipment's (STEs). The vendor may also include Built in Test Equipment (BITE) facility to identify faults upto field level. Further there will be adequate number of LRUs/ Assemblies to be maintained as Floats which can be replaced at field level to reduce MTTR and can be recycled after intervention/repairs by Original Equipment Manufacturer. There will be **03 x 'O' Level Repair Points** in case of single source of supply and in case of split source of supply there will be **02 x 'O' Level Repair Points** for L1 Vendor and **01 x 'O' Level Repair Points** for L2 Vendor. The manufacturer is required to provide the following:-

1.1.1. Quantity and specification of spares up to sub-Module level, other replaceable components that need to be stocked for a specified population and class of the equipment.

1.1.2. Additional Special Maintenance Tools and Test Equipment needed for each such field work shop.

1.1.3. Software reloading facility at the system level (to include Flight Controller software and GCS Software) will be provide to ensure system restoration is possible at 'O' level facility.

1.1.4. Special maintenance Tools and Test Equipment that has to be provided to each these workshops.

1.1.5. All necessary technical literature.

1.1.6. Calibration facilities for test equipment, where applicable.

1.1.7. Procedure for data extraction and its interpretation for amendments/ error/ repair logs/ flight logs analysis. The same should also include case studies based on historical data held with the vendor.

1.1.9. Training to include Flight Controller and Ground Control Station Software reinstallation and re-configuration of SRUs by 'O' level repair points.

1.1.10. Training should include PID tuning which is required to be undertaken post replacement of assemblies or equivalent components.

1.1.11. Repair beyond 'O' level will be carried out by the vendor through CMC.

2. **Repair Points.** To sustain and support platform/equipment through its operational life-cycle, Product Support requirements for at least **Two (02) years** beyond the warranty period will be procured along with the main equipment. The equipment would be provided product support through **Engineering Support Package (ESP)** and **CMC**. The details of repair points is as under:-

2.1. **For Split Source of Supply (L1 & L2).**

| Ser No | Type of Repair Points     | No of Repair Points |    | Remarks                        |
|--------|---------------------------|---------------------|----|--------------------------------|
|        |                           | L1                  | L2 |                                |
| 2.1.1. | Field Level Repair Points | 02                  | 01 | 03 x Nominated Field Workshops |

2.2. **For Single Source of Supply.**

| Ser No | Type of Repair Points     | No of Repair Points | Remarks                        |
|--------|---------------------------|---------------------|--------------------------------|
| 2.2.1. | Field Level Repair Points | 03                  | 03 x Nominated Field Workshops |

**Engineering Support Package (ESP)**

3. ESP is the basic engineering support the Seller needs to provide to the Buyer for undertaking essential repairs and maintenance of the equipment during its exploitation. These repairs and maintenance would be in consonance with the Maintenance Philosophy enunciated above. ESP would constitute the following aspects: -

- 3.1. Spares.
- 3.2. SMTs/STEs test set-up.
- 3.3. Technical Documentation.
- 3.4. Training.

4. Spares

4.1. **Manufacturer's Recommended List of Spares (MRLS).** This is the list of spares, recommended by the manufacturer, for maintaining operational serviceability of the equipment and sustain it for the period as stipulated in the RFP. Based on the explanation given above, the Bidder is to provide MRLS to sustain the equipment for a period of **02 (Two) years** for **'O' level** of repair as per format given at **Annexure I to this Appendix**. Cost of the MRLS, along with likely consumption rate of spares is to be provided with the commercial & technical proposal respectively. MRLS would be provided separately for each such sub system, **including those for STEs. 'Adequacy' Clause and 'Buy Back' clause** will be co-opted in the contract as under:-

## 4.1.1. 'Adequacy' Clause.

4.1.1.1. The Bidder will confirm to the Buyer the range and depth of Accompanied Accessories/ User Replaceable Parts/Expendable, Spares and SMT/STE/Test Jigs being supplied are complete and adequate for carrying out repairs (to include resolution of software related issues) on the equipment up to the 'O' Level. The Bidder found to be providing lesser ESP/MRLS in terms of range and depth will have to make good the deficiency at no extra cost.

4.1.1.2. The Bidder will also commit that any additional items, spares, tools and equipment needed for use, maintenance and repair will be supplied by the Bidder at prices and within a period as specified in the contract, on receipt of notification from the Buyer for the Life-Cycle Support period.

4.1.2. **'Buy Back' Clause.** The Buyer would have the option to amend the Manufacturer's Recommended List of Spares (MRLS) proposed by the Bidder within a period **02 (Two) years**, post expiry of the warranty period. The Bidder needs to agree to either 'Buy Back' the spares rendered surplus or exchange them on 'cost-to-cost' basis with the spares, as required by the Buyer. The said spares would be purchased / replaced by the Bidder, based on the prices negotiated in the contract.

5. **Special Maintenance Tools / Special Test Equipment and Test Jigs (SMTs/STEs/Test Jigs).** SMTs, STE and Test Jigs are essential tools/Jigs/fixtures required to undertake effective engineering support / repairs on the equipment and its systems, based on the Maintenance Philosophy. This would be formulated in a similar manner as explained for MRLS and details are to be included in both Technical and Commercial Proposals as per suggested format at **Annexure II to this Appendix**. The Seller confirms to installations of SMTs/STEs at the nominated premises of the Buyer. MRLS for SMTs should be provided as package along with STEs at the time of installation. The list of equipment to be supplied will incorporate above.

6. **Technical Documentation.** The Bidder will be required to provide the technical literature preferably in IETM (Interactive Electronic Training Manuals) in Level 4 format or higher. The details of technical literature to be supplied with the system should be listed as per the suggested format at **Annexure III to this Appendix**. This should be provided with both Technical and Commercial Proposals. The cost column may be left blank in the Technical Proposal. An illustrated list of documents which may be submitted by the Bidder is as under: -

## 6.1. Technical Literature.

6.1.1. User Handbook/Operators Manual in English and Roman Hindi.

6.1.2. Design Specifications.

6.1.3. Technical Manuals.

6.1.3.1. **Part I.** Tech description, specifications, functioning of various systems.

6.1.3.2. **Part II.** Inspection/Maintenance tasks repair procedures, materials used, fault diagnosis and use of Special Maintenance Tools (SMTs)/Special Test Equipment (STEs).

6.1.3.3. **Part III.** Procedure for assembly/disassembly, repair up to component level, safety precautions.

6.1.3.4. **Part IV.** Part list with drawing reference and List of SMTs/STEs Test Bench.

6.1.4. Manufacturers Recommended List of Spares (MRLS).

6.1.5. Illustrated Spare Parts List (ISPL).

6.1.6. Technical Manual on STE with drawing references.

6.1.7. Complete Equipment Schedule.

6.1.8. Table of Tools & Equipment (TOTE) & carried spares.

6.1.9. Rotable list, norms of consumption, mandatory/ non-mandatory spares list for each system.

6.1.10. Interactive Electronic Technical Manuals (IETMs) of Class IV and above.

6.2. Servicing Schedule.

6.3. Condemnation limits.

6.4. Permissive repair schedule.

6.5. Packing specifications /instructions.

6.6. Any additional information suggested by the OEM.

7. **Details of OEMs.** For major / complex equipment, a large number of other OEMs may also be involved in manufacture of various systems/sub systems / support equipment. Details of such OEMs will also be intimated by the Bidder as per table below:-

Table - Format for Submitting Details of OEMs

| Ser No | Equipment | Part No | OEM | Contact Details (Tel/Fax/Email) | Details of Government License to OEMs |
|--------|-----------|---------|-----|---------------------------------|---------------------------------------|
|        |           |         |     |                                 |                                       |

8. **Training.** A training package for operators, operator trainers and maintenance personnel to undertake operation and maintenance of equipment ('O' Level) and QA personnel for QA of equipment as stipulated in respective contract, along with tools and test jigs training would be required to be carried out in English language. Requirements such as training aids, projection system, complete equipment with accessories, technical literature, spares, test equipment, test set up, charts, training handouts, power point presentations, Computer Based Training (CBT), Documentation, Simulators etc

will be provided by the Bidder for the conduct of training. Training should preferably be conducted before the induction of the equipment. The Bidder will provide the Operator and Maintenance & Repair training, for the duration, strength and locations specified in the RFP and Contract. The following may also be noted:

8.1. The requirement of training and associated equipment must be clearly specified in Part I and details should be placed as per **Annexure IV to this Appendix**.

8.2. The training should meet the needs of repair and maintenance of the complete equipment, use of SMTs/STEs, test set up, assemblies/ sub-assemblies as per the stipulated repair philosophy. In addition to training on operation and diagnosis using STEs, training would also cover repair of STEs using procured spares for STEs.

8.3. Training content should be commensurate with the proposed Engineering Support Philosophy.

8.4. Training should bring out utilization of provided MRLS items including procedure of their fitment/repair.

8.5. A movie should be made of entire training class with titles for reference in future. Movie should also include stepwise use of SMTs/STEs.

8.6. The costs for aggregates and training must only be indicated in the commercial proposal.

8.7 Procedure for data extraction and its interpretation for amendment/ error/ repair logs/ flight logs analysis. The same should also include case studies based on historical data held with the vendor.

8.8. **Software Reloading.** Training to include installation of Flight Controller Software and Mission Control Software reinstallation and re-configuration of SRUs by 'O' level.

8.9. Detailed internal functioning upto module and component level for comprehensive trg on fault detection and requisite repairs.

8.10. Guidelines for rectifying software glitches, installation of OS, BFT app installation and activation.

8.11. Details on how flight controller manages all the maneuvers of The **Jet Based Kamikaze Drone System** with the help of sensors and servo motors.

8.12. Comprehensive Jet Based Kamikaze Drone System (JBKDS) Operator training should be included to make the maintainer capable of testing and flying the equipment post repairs.

8.13. Training should include PID tuning which is required to be undertaken post replacement of assemblies or equivalent components.

9. **Sufficiency Clause.** On termination of training, technicians should be capable of carrying out stipulated maintenance/repair to the full system. Else training will be repeated by the vendor **without any additional cost**.

## Active Technology Obsolescence Management

10. OEM will indicate his methodology to undertake Active Obsolescence Management through life cycle of equipment which would include upgradation of systems/ subsystems/ units on completion of its fair service life. The Bidder/OEM (as applicable) shall also intimate the Buyer on likely technology obsolescence of various sub-assemblies/units/modules of equipment through an Annual Bulletin. In case of impending obsolescence of components, bulletin should specify either alternate item or option for life-time buy as under:-

10.1 The Bidder/ OEM (as applicable) will notify the Buyer not less than three years before the closure of its production line about the intention to close production of equipment for provision of purchasing spare parts, before closure of the said production line.

10.2. Three years prior to completion of design/service life of equipment, the Bidder/OEM (as applicable) will submit techno-commercial proposal for upgradation of equipment, wherever applicable, to mitigate technology obsolescence and for ensuring product support for next 5 years.

11. **Software.** The following aspects are brought out on software QA: -

11.1. Software used (except the software used in COTS equipment) should undergo software quality assurance as per relevant and latest international military standards. The software should be latest CMM level compliant.

11.2. The software life cycle concept will be followed/ observed. The software should be restorable in Field. Any upgrades or patches required in the software will be provided free of cost throughout the life cycle of the equipment. Adequate memory should be available to accept any upgradation.

12. **Standardization.** Maximum standardization is ensured wherever feasible. Also wherever feasible, in-service battery and battery charger may please be incorporated in the interest of standardization.

13. **Miscellaneous.**

13.1. The **Interface Control Document** to include but not limited to the following will be provided: -

- 13.1.1. Data communication ICD.
- 13.1.2. Autopilot & s/w protocol ICD.
- 13.1.3. RF communication ICD.
- 13.1.4. Payload interface ICD.
- 13.1.5. GCS ICD.
- 13.1.6. Cyber security ICD.

13.2. The SELLER will provide the **source code of software used** in eqpt to the BUYER.

## MANUFACTURER'S RECOMMENDED LIST OF SPARES (MRLS)

**EQUIPMENT:** Scale for Quantity Thirty Six (36) Jet Based Kamikaze Drone System.

Original Equipment Manufacturer (OEM): \_\_\_\_\_

| Ser No | Mfr Part No | Source | Sub System | Nomenclature | Nos Fitted in one equipment | ISPL Ref | Unit Cost | Thirty Six (36) Jet Based Kamikaze Drone System | Total Cost | Remarks |
|--------|-------------|--------|------------|--------------|-----------------------------|----------|-----------|-------------------------------------------------|------------|---------|
|        |             |        |            |              |                             |          |           | 03 x Fd Repair Pts                              |            |         |
|        |             |        |            |              |                             |          |           |                                                 |            |         |
|        |             |        |            |              |                             |          |           |                                                 |            |         |

# All the above are not exclusive if any other sub system forms part of the same to be included.

**Note:**

- MRLS should essentially contains spares for each major subsystem in the equipment. Each sub systems should be mentioned serial wise alongwith the MRLS of the same. Vendors to expand the above list based on the eqpt design. This should definitely include propellers, landing gear assembly, GPS Module, Flight Controller stack PCBs, Motors Ground control stations with PCBs, EO Payload, Antenna, Electronic speed controller PCB, LIDAR assembly and equivalent items of all sub systems if they are part of main eqpt.
- For **03 x 'O' level repair points**, each spare given as part of MRLS set should be in **multiples of quantity indicated in front of subsystem etc so as to enable equitable distribution to all repair points.**
- Maintenance spares/stores like lubricants, sealing compound, gases, filters, spark plug and rubber kits should be given separately a set along with complete eqpt MRLS.
- Software Reloading facility at the system level to be provided for each of the 'O' level repair points. The capability to include reloading application software at 'O' level.
- In 'Remarks' column following information (if applicable) be given: -
  - If an item has a shelf/operational life it be marked as 'G' and life indicated.
  - Matching set of components be indicated.
  - Item which can be locally manufactured should be marked 'LM'.

5.4 Items which cannot be manufactured in Indian due to sophisticated design/technology may be marked as 'SI' (Special Item).

5.5 If a component/assembly is common to other similar equipment offered by the OEM earlier these should be marked 'CM' and name of the equipment along with details of part number be indicated.

5.6 If any item is to be repaired by OEM in his premises, the same should be mentioned as FR.

6. MRLS should be drawn out of the 'Illustrated Spares Part List' of the equipment, which should be separately given as part of Technical Manual Part IV.

7 If the main equipment consists of other equipment and sub systems then MRLS should be prepared for them under proper heads so as to cover repair/ replacement of complete sys

8. If an system/ sub-system has a periodic/schedule maintenance (oils, lubes, seals etc) it be marked as 'C' and period indicated.

Annexure II to Appendix F  
(Refers to Para 5 of Appendix F)

LIST OF SMT/STEs, JIGS AND FIXTURES

**EQUIPMENT :**      **Quantity Thirty Six (36) Jet Based Kamikaze Drone System.**

Original Equipment Manufacturer (OEM) : \_\_\_\_\_

| S. No | Mfr Part No | Designation | Unit Cost | Nos<br>Required          | Brief<br>Purpose | Total Cost | Remarks |
|-------|-------------|-------------|-----------|--------------------------|------------------|------------|---------|
|       |             |             |           | 03 x Field Repair Points |                  |            |         |
|       |             |             |           |                          |                  |            |         |

Note:-

- 1 SMTs/STE list above should essentially contain Test Jigs/Tools/SMTs/STE for repair of each major system of the equipment.
2. Specify in remarks column whether the Special Test Equipment (STE)/Special Maintenance Tools (SMTs) can be used as general purpose equipment on any other kind of equipment.
3. If test equipment is commercially available ex India, the source of supply be specified.
4. Test equipment for calibrating the STEs should be included in the list above.
5. Installation of SMTs/STE will be undertaken by OEM free of cost at the nominated location for 'O' level in case applicable.

**Annexure III to Appendix F**

(Refers to Para 6 of Appendix F)

**TECHNICAL LITERATURE****EQUIPMENT:** Quantity Thirty Six (36) Jet Based Kamikaze Drone System

Original Equipment Manufacturer (OEM):

| Ser No. | Technical Literature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Unit Cost | Quantity |     |      |     |       | Total Cost | Remarks |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-----|------|-----|-------|------------|---------|
|         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |           | User     | Ord | DGQA | EME | Total |            |         |
| 1.      | ser Handbook/operators Manual                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |           | 17       | 05  | 03   | 05  | 30    |            |         |
| 2.      | Design Specifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           | 05       | 01  | 03   | 01  | 10    |            |         |
| 3.      | Technical Manual.<br><br>3.1. <b>Part I.</b> Tech description, specifications, functioning of various Systems.<br>3.2. <b>Part II.</b> Inspection/Maintenance tasks, Repair procedures, materials used, fault diagnosis and use of Special Maintenance Tools (SMTs)/ Special Test Equipment (STEs).<br>3.3. <b>Part III.</b> Procedure assembly/disassembly, repair up to component level, safety precautions.<br>3.4. <b>Part IV.</b><br>3.4.1. Part list with drawing reference<br><br>3.4.2. List of SMTs/STEs with Test Bench |           | 05       | 01  | 03   | 05  | 14    |            |         |
| 4.      | Manufacturer's Recommended List of Spares (MRLS)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |           | 05       | -   | -    | 05  | 10    |            |         |
| 5.      | Illustrated Spare Part list (ISPL)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           | 05       | 01  | -    | 05  | 11    |            |         |
| 6.      | Technical Manual on STE with drawing reference.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |           | 05       | -   | -    | 05  | 10    |            |         |
| 7.      | CDs on the above Tech literature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |           | 17       | 02  | -    | 05  | 24    |            |         |
| 8.      | Any other (specify)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |           |          |     |      |     |       |            |         |

Total Cost:

**Note:-**

1. In case any additional equipment is used their tech literature will be included.
2. If certain technical literature is being provided free of cost it should be indicated in the remarks column.
3. Technical literature quantities as given above to be provided by both L1 & L2.

Annexure IV to Appendix F  
(Refers to Para 8.1 of Appendix F)

## TRAINING AGGREGATES

**EQUIPMENT:** Quantity Thirty Six (36) Jet Based Kamikaze Drone System  
OEM:

| Ser. No.          | Description of Training Aggregate                                                                                                                                              | Unit Cost | Quantity |     |       |      |       | Total cost | Remarks                                                                                                     |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-----|-------|------|-------|------------|-------------------------------------------------------------------------------------------------------------|
|                   |                                                                                                                                                                                |           | User     | Ord | DGQ A | EM E | Total |            |                                                                                                             |
| 1.                | Sectioned Equipment                                                                                                                                                            |           | 18       | -   | 01    | -    | 19    |            | Kamikaze drone                                                                                              |
| 2.                | Shop Replaceable Units(SRU) / PCB / Modules / Assemblies as under: 2.1. 2.2. 2.3.                                                                                              |           | -        | -   | -     | 01   | 01    |            |                                                                                                             |
| 3.                | Computer based training package based on interactive multimedia to include<br>3.1 Full graphics, animation, text and sound<br>3.2. Symptoms-fault correlation (expert system). |           | 17       | 01  | 01    | 05   | 24    |            |                                                                                                             |
| 4.                | Training Aids to include<br>4.1. Charts<br>4.2. Slides<br>4.3. Training Brochures<br>4.4. Training Work models<br>4.5. Blow up diagram<br>4.6. Video films                     |           | 17       | -   | 01    | 05   | 23    |            |                                                                                                             |
| 5.                | Cost of training as specified at Para 16 & 17 of RFP                                                                                                                           |           | -        | -   | -     | -    | -     |            | 10 x Jet Based Kamikaze Drone with warhead over and above the deliverable s to be provided for the training |
| <b>Total Cost</b> |                                                                                                                                                                                |           |          |     |       |      |       |            |                                                                                                             |

**Note.** Training Aggregates quantities as mentioned at table above to be provided by both L1&L2.

Appendix G  
(Refers to Para 38,39 & 56.1 of RFP)

### DEMONSTRATION METHODOLOGY: JET BASED KAMIKAZE DRONE SYSTEM

1. The demo will be carried out in two flights of Jet Based Kamikaze Drone. Parameters to be checked in each flight is mentioned in the table given below. The details of flights are as follows: -

1.1. **Flight 1.** A Jet Based Kamikaze Drone flight with **inert warhead** to be used. To be aborted & recovered at end of the flight.

1.2. **Flight 2 (Day).** A Jet Based Kamikaze Drone with **warhead** to be used. The Jet Based Kamikaze Drone to be designated and impacted on the target.

1.3. **Flight 3 (Optional).** Any OR parameter which could not be checked in Flight 1/2, at the discretion of BOO, in consonance with vendor.

| Ser No | Characteristics                                                  | Desired Capabilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Methodology       | Flight Details/<br>Remarks |
|--------|------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------------------|
| 1.     | <b>Type of Targets to be engaged by Jet Based Kamikaze Drone</b> | <p>Jet Based Kamikaze Drone will be used to engage the following <i>High Value Targets</i>:-</p> <p>1.1. Command Control Communication Computer and Intelligence (C4I) installations to include Headquarter, Signal Centers and Command Posts.</p> <p>1.2. Strategic/ Long Range Vector Weapon System.</p> <p>1.3. Radar installations to include Weapon Locating Radar AD Systems and Communication Centers.</p> <p>1.4. Troops and vehicles in open.</p> <p>1.5. Logistic Storage Dumps and Depots to include FOL &amp; Special Ammunition Storage.</p> <p>1.6. Troops and vehicles in open.</p> <p>1.7. Any other targets requiring precision engagement.</p> | OEM Certification | -                          |

| Ser No                                       | Characteristics                          | Desired Capabilities                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Methodology                                   | Flight Details/<br>Remarks                                                                                                                            |
|----------------------------------------------|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ground Control Station Specifications</b> |                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                               |                                                                                                                                                       |
| 2.                                           | <b>Mobile Control Unit</b>               | <p><b>Mission Planning System.</b> Should carryout following:-</p> <p>2.1. End to end (launch point till target) mission planning.</p> <p>2.2. Navigation planning.</p> <p>2.3. Targeting Planning.</p> <p>2.4. Mission data storage &amp; post mission analysis capability.</p> <p><b>Ground Data Terminal (GDT).</b> To communicate with Drone at Line of Sight (LoS) range (50 km) in a secured manner. Automated target engagement by Drone beyond LoS range.</p> | Physical Demonstration                        | <p>Targeting planning &amp; Automated target engagement to be checked in <b>Flight-2</b>.</p> <p>Balance aspects to be checked in <b>Flight-1</b></p> |
| 3.                                           | <b>Launch Mechanism</b>                  | Launcher can be based on either Pneumatic (Rail /Canister) or VTOL or Catapult or Rocket Assisted Takeoff.                                                                                                                                                                                                                                                                                                                                                            | Physical Demonstration                        | Flight-1 & 2                                                                                                                                          |
| 4.                                           | <b>Launcher Towing/ Carriage Vehicle</b> | <p>5.1. It should be an In-Service vehicle platform with minimum 5/7.5 Ton 4x4 GS vehicle specification or similar/ better specification.</p> <p>5.2. It should have an on-board Command, Control &amp; Comn Stations and Power Supply System.</p>                                                                                                                                                                                                                    | Physical Demonstration and SDoC as applicable | Green Channel Certification (QA compliant by DGQA) to be submitted by OEM                                                                             |
| 5A.                                          | <b>Drone Carrier Vehicle</b>             | <p>5A.1. It should be an In-Service vehicle platform with minimum 5/7.5 Ton 4x4 GS vehicle specification or similar/ better specification.</p> <p>5A.2. Vehicle should be suitably modified to safely store &amp; transport Drones.</p> <p>5A.3. The Drone career vehicle should be capable of moving at speeds not less than 40 Km per hour on road and 10 Km per hour on desert track/ cross country/ mountains with full op loads.</p>                             | Physical Demonstration and SDoC as applicable |                                                                                                                                                       |
| 5B.                                          | <b>Warhead Carrier Vehicle</b>           | <p>5B.1. It should be an In-Service vehicle platform with minimum 5/7.5 Ton 4x4 GS vehicle specification or similar/ better specification.</p> <p>5B.2. Vehicle should be suitably modified to safely store &amp; transport warheads.</p>                                                                                                                                                                                                                             | Physical Demonstration and SDoC as applicable | Green Channel Certification (QA compliant by DGQA) to be submitted by OEM                                                                             |

| Ser No                               | Characteristics                   | Desired Capabilities                                                                                                                                                                         | Methodology                                   | Flight Details/<br>Remarks                                                                                                                                                                                                                                                                                       |
|--------------------------------------|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                      |                                   | 5B.3. The Warhead career vehicle should be capable of moving at speeds not less than 40 Km per hour on road and 10 Km per hour on desert track/ cross country/ mountains with full op loads. |                                               |                                                                                                                                                                                                                                                                                                                  |
| <b>Kamikaze Drone Specifications</b> |                                   |                                                                                                                                                                                              |                                               |                                                                                                                                                                                                                                                                                                                  |
| 6.                                   | <b>Range</b>                      | <b>300 km</b> or more.                                                                                                                                                                       | Physical Demonstration                        | Flight-1                                                                                                                                                                                                                                                                                                         |
| 7.                                   | <b>Accuracy</b>                   | <b>10 meters</b> of Circular Error of Probability or less.                                                                                                                                   | Physical Demonstration                        | Flight-2                                                                                                                                                                                                                                                                                                         |
| 8.                                   | <b>Launch Position Altitude</b>   | <b>2000 meters</b> or more.                                                                                                                                                                  | Physical Demonstration and OEM Certification  | Actual altitude at which LM was launched to be noted. Capability to operate at 2000 meters above to certified based on OEM certification                                                                                                                                                                         |
| 9.                                   | <b>Propulsion Type</b>            | <b>Jet Engine.</b>                                                                                                                                                                           | Physical Demonstration and SDoC as applicable | Flight-1 & 2                                                                                                                                                                                                                                                                                                     |
| 10.                                  | <b>Warhead Wt &amp; Lethality</b> | Applicable weight to achieve lethality of <b>30 m radius</b> from point of impact.                                                                                                           | Physical Demonstration or SDoC                | <ul style="list-style-type: none"> <li>Flight-2</li> <li><b>Penetration of 1.5 mm thickness steel plate</b> placed in a Circular Arena Layout, at a distance of 30 mtr from tgt center.</li> <li>Minimum <b>one hit per sq mtr</b> on the steel plate placed at a distance of 30 mtr from tgt center.</li> </ul> |

| Ser No                                                                                                                                                                                          | Characteristics                                 | Desired Capabilities                                                                                                                                                                                                                                                                                                           | Methodology                                   | Flight Details/<br>Remarks                                                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11.                                                                                                                                                                                             | <b>Warhead Type</b>                             | High Explosive Fragmentation.                                                                                                                                                                                                                                                                                                  | Physical Demonstration and SDoC as applicable | Flight-2                                                                                                                                                                                                                                                             |
| 12.                                                                                                                                                                                             | <b>Cruise speed</b>                             | 350 km/hr or more.                                                                                                                                                                                                                                                                                                             | Physical Demonstration                        | Flight-1                                                                                                                                                                                                                                                             |
| 13.                                                                                                                                                                                             | <b>Strike speed</b>                             | 450 km/hr or more.                                                                                                                                                                                                                                                                                                             | Physical Demonstration                        | Flight-2                                                                                                                                                                                                                                                             |
| 14.                                                                                                                                                                                             | <b>Target Details</b>                           | 14.1. To be preloaded in Drone by Mission Planning System by operator.<br>14.2. Flight path to be defined by Mission Planning System.                                                                                                                                                                                          | Physical Demonstration                        | Flight-1                                                                                                                                                                                                                                                             |
| 15.                                                                                                                                                                                             | <b>Retrieval &amp; Re-use Capability</b>        | 15.1. For training purpose.<br>15.2. Retrieval with Parachute/ VTOL/ soft belly landing.<br>15.3. Applicable for Trainer Drone, flown with Inert Warhead.<br>15.4. Reusable post repair.                                                                                                                                       | Physical Demonstration                        | <ul style="list-style-type: none"> <li>• Flight-1</li> <li>• Minimum No of retrieval to be specified by vendors &amp; OEM certification confirming the same be submitted.</li> <li>• LM to take off with AUW and return to base/ pre-designated location.</li> </ul> |
| 16.                                                                                                                                                                                             | <b>Anti GNSS Jamming/ Spoofing capabilities</b> | Capability to function in GNSS jammed/spoofed environment by utilizing following: -<br>16.1. Inertial Navigation System (INS).<br>16.2. Capability to disregard spoofed GNSS sigs.<br>16.3. The system should have minimum four Channel Controlled Reception Pattern Antenna (CRPA) module antenna for secured GNSS reception. | #Physical Demonstration                       | Flight-1                                                                                                                                                                                                                                                             |
| # The system should be capable of working in intense EW environment. Physical verification will be carried out in field conditions with active EW systems to include GPS Jamming, GPS Spoofing. |                                                 |                                                                                                                                                                                                                                                                                                                                |                                               |                                                                                                                                                                                                                                                                      |

| Ser No                                                                                                                                                                          | Characteristics                     | Desired Capabilities                                                                                                                                                                                                                 | Methodology                                                       | Flight Details/<br>Remarks |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|----------------------------|
| 17.                                                                                                                                                                             | <b>Anti RF Jamming capabilities</b> | 17.1. Should utilize <b>minimum one non-ISM band</b> each for uplink & downlink transmission.                                                                                                                                        | @Physical Demonstration                                           | Flight-1                   |
|                                                                                                                                                                                 |                                     | 17.2. Adequate channel spacing (between 250 to 500 MHz) should be available between controlling channel frequencies (uplink & downlink) to enable interference free simultaneous communication.                                      |                                                                   |                            |
|                                                                                                                                                                                 |                                     | 17.3. An adaptive security mechanism (Frequency Hopping /Frequency Hopping Spread Spectrum/ Spread Spectrum/ any other technology) should be provided to auto-detect & prevent alteration/ jamming of transmitted uplink & downlink. |                                                                   |                            |
|                                                                                                                                                                                 |                                     | 17.4. 256 bit AES.                                                                                                                                                                                                                   | SDoC for encryption                                               |                            |
| @The system should be capable of working in intense EW environment. Physical verification will be carried out in field conditions with active EW systems to include RF Jamming. |                                     |                                                                                                                                                                                                                                      |                                                                   |                            |
| 18.                                                                                                                                                                             | <b>Portability</b>                  | Portable by road, rail and service aircraft.                                                                                                                                                                                         | Physical Demonstration/<br>OEM certification                      | -                          |
| 19.                                                                                                                                                                             | <b>Power Requirement</b>            | Capability of generating own power to operate the system.                                                                                                                                                                            | Physical Demonstration                                            | Flight-1                   |
| 20.                                                                                                                                                                             | <b>Navigation</b>                   | Auto navigation based on Global Navigation Satellite System including IRNSS (whenever operational) along with Inertial Navigation System between multiple coordinates that are pre- decided as mission planning parameters.          | Physical Demonstration.<br>OEM certification for IRNSS capability | Flight-1                   |

| Ser No                                             | Characteristics                                   | Desired Capabilities                                                                                                                                                                                                                                                                                                                                   | Methodology                                       | Flight Details/<br>Remarks                                                                                                                                                                                            |
|----------------------------------------------------|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Safety, EMI/EMC &amp; QA Aspects</b>            |                                                   |                                                                                                                                                                                                                                                                                                                                                        |                                                   |                                                                                                                                                                                                                       |
| 21.                                                | <b>Safety Feature</b>                             | <p>21.1. In built safety features to safe guard the crew handling the munition during transit, assembly and maintenance.</p> <p>21.2. The system should be safe to handle and be capable of withstanding rough handling under operational conditions.</p> <p>21.3. The drone should be capable of being armed/ disarmed immediately when required.</p> | Physical<br>Demonstration/<br>OEM Certification   | Flight-1                                                                                                                                                                                                              |
| 22.                                                | <b>EMI/EMC Compliance</b>                         | The system should be EMI/EMC compliant as per MIL STD 461 E/ F or later or equivalent international standards, as applicable.                                                                                                                                                                                                                          | Vendor's<br>Certificate of<br>Quality             | SDoC to be submitted at<br>PDI stage                                                                                                                                                                                  |
| 23.                                                | <b>QA Compliance for environmental Conditions</b> | Applicable tests for as per JS-5555/ equivalent international standards eg MIL-STD-810 H/ MIL-STD 2164 A/ MIL-STD 202G etc.                                                                                                                                                                                                                            |                                                   |                                                                                                                                                                                                                       |
| 24.                                                | <b>Software/ Application</b>                      | Open Architecture Software Protocols enabling heterogeneous mission planning & collaboration. Third party API to enable upgrades & heterogeneous collaboration.                                                                                                                                                                                        | Physical<br>Demonstration/<br>OEM Certification   | -                                                                                                                                                                                                                     |
| <b>Storage, Maintenance &amp; Training Aspects</b> |                                                   |                                                                                                                                                                                                                                                                                                                                                        |                                                   |                                                                                                                                                                                                                       |
| 25.                                                | <b>Operating &amp; Storage Conditions</b>         | <p>25.1. Minimum - Minus 20°C.</p> <p>25.2. Maximum - 50°C.</p> <p>25.3. Humidity - upto 95%.</p> <p>25.4. Wind (surface) - upto 10 meters/ second.</p> <p>25.5. Terrain conditions - The sys should be able to operate in all types of trn.</p>                                                                                                       | Physical<br>Demonstration &<br>SDoC as applicable | Demo will be conducted at minimum and maximum temperature and recorded in demo report. Vendor will give SDoC for operation at minimum and maximum temperature supported by NABL accredited Lab/ Govt Lab Certificate. |

| Ser No | Characteristics                              | Desired Capabilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Methodology           | Flight Details/<br>Remarks   |
|--------|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------------------------------|
| 26.    | <b>Shelf Life</b>                            | <p>26.1. Loiter Munition - 10 Years.</p> <p>26.2. Ground Support Equipment (GSE) - Minimum 10 Years.</p> <p>26.3. Simulator - Minimum 10 Years.</p>                                                                                                                                                                                                                                                                                                                                                                                                             | OEM Certification     | -                            |
| 27.    | <b>Corrective Maintenance: Field Repairs</b> | <p>27.1. Field repairs to be carried out in-situ, with minimum essential test equipment tools and man-hours. Emphasis will be on reduced diagnostic time and repair by replacement of defective modules. Procedure for replacement of modules/ sub-assemblies should be simple.</p> <p>27.2. Provision of Digital Twin for ease of understanding of maintenance, training, enhanced simulation &amp; warhead.</p> <p>27.3. Provision of all Meta Data for 5 minutes of startup, 5 minutes of flight, 5 minutes of loiter &amp; 5 minutes of terminal phase.</p> | Physical Verification | -                            |
| 28.    | <b>Simulator</b>                             | Provision of simulator to provide realistic training & conduct of validation exercise.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | OEM Certification     | To be evaluated at PDI stage |

**Note :** SDoC to be supported by certification(s) from Govt labs/ NABL accredited labs/ DRDO labs/ International labs accredited by NABL.

### Appendix G (Continued)

#### FUTURE UPGRADATION ASPECTS

Vendor to indicate feasibility of future upgrades as mentioned below along with likely timeline by which these upgrades can be realized.

| Ser No | Parameter                                                                                        | Feasible/ Not Feasible | PDC of future upgrade |
|--------|--------------------------------------------------------------------------------------------------|------------------------|-----------------------|
| 1.     | Range - 500 km.                                                                                  |                        |                       |
| 2.     | Terminal Guidance - EO/ IR payload to align & identify target just prior to final dive.          |                        |                       |
| 3.     | EO/ IR payload to achieve accurate homing onto the tgt.                                          |                        |                       |
| 4.     | Artificial Intelligence (AI) enabled target recognition in terminal stage.                       |                        |                       |
| 5.     | 16 element CRPA Module Antenna.                                                                  |                        |                       |
| 6.     | Interoperable with BSS & SAKSHAM battlefield management system.                                  |                        |                       |
| 7.     | VO/V-SLAM/V-SLAM with AI during Day/ Night.                                                      |                        |                       |
| 8.     | Low drift INS (MEMS/ FOG) between 0.5 degree/ hour & 0.1 degree/ hour.                           |                        |                       |
| 9.     | Two Uplink & Two Downlink each (ISM+Non ISM Bands).                                              |                        |                       |
| 10.    | Adaptive FHSS covering minimum 500 MHz to 1GHz. Minimum 01/ 02 GHz separation between two bands. |                        |                       |
| 11.    | Feasibility of 256 bit AES Plus encryption.                                                      |                        |                       |
| 12.    | Any additional future upgrade to cater for technological advancement.                            |                        |                       |

## Appendix H

## QUALITY ASSURANCE INSTRUCTIONS (QAI)

1. **Design, Construction and Quality.** All sub-systems/ accessories (Aerial and Ground) of **System** shall comply with established National / Defence Statutes, Regulations, Standards, Specifications and guidelines applicable for respective systems viz Air/ Airborne, Electronics, Optics, Power, Software, etc. JSG 0824: 2022 be referred for applicable QA standards. Environmental standards would be as per relevant tables of JSS 55555: 2020 for Electronics and JSS 5855-11: 2019 (First Revision) for Opto-electronics. JSG 1040: 2023 will be applicable for development of software and conduct of Software QA and JSG 0825: 2023 for Electronics COTS Equipments.
2. QAI establishes and maintains set of requirements for developing or manufacturing reliable products and a systematic process to determine whether a product or service meets specified requirements. **Appendix A to JSG 0824:2022** covers the various aspects of QAI and requirements. Following are to be referred wrt QAI: -
  - 2.1. Format for QAP as per Annexure- "I" of JSG.
  - 2.2. Broad guidelines for formulation of ATP as per Annexure - "II" of JSG.
  - 2.3. Format of CoC as per Annexure - "III" of JSG.
  - 2.4. QA methodology for COTS items as per Annexure - "IV", "V", "VI" & "VII" of JSG.
  - 2.5. Details of various standards/JSS/JSG/Departmental Specification/Software Quality Assurance Standards as per Annexure - "VIII", "IX", & "X" of JSG. Additional standards, if applicable would be mentioned.
  - 2.6. Test Schedule for Environmental Tests & Tech Evaluation as per Annexure - "XI" of JSG. Details of applicable environmental tests given separately.
  - 2.7. Template for Environmental Tests for Sys/Sub-Sys and Other Details as per Annexure - "XV" of JSG.
3. **QA Requirements.** Following to be provided: -
  - 3.1 Sample required for Evaluation/ Onsite Evaluation / Demonstration/ Testing/ Proof firing/ Ballistic penetration tests etc. (To be finalised prior to trials or as decided by Competent Authority).
  - 3.2 Special Test eqpt/ Test Jigs/ Fixtures/ Technological Units with valid calibration certificates etc. for Trials/ Evaluation by QA agency.
  - 3.3 CoC in the form of SDoC as per SOP as required.
  - 3.4 Software QA as per JSG 1040:2023.

4. **Implementation of Framework for Use of Certification in Trials/OSE/Demo Trials (FTP).** MoD ID No. 1 (8)/D (Acq)/19 pt dated 14 Jan 22 issued by MoD/DoD/Acq Wing is relevant. Certification from accredited labs and trials by simulation are accepted. Details are enumerated below: -

4.1 Certificate from Accredited Agencies for applicable test standards, along with test results for each environmental test from NABL/ Internationally Accredited Lab or Government designated labs with traceability to EUT along with Pre–Insitu-Post performance checks (i.e. Limited Performance Test (LPT)) to be included in the Tech offer by BIDDERS or commitments by them for submission of the same during demonstration / FET/ OSE to be endorsed in Tech Offer.

4.2 In order to ensure integrity of Trial/ Demonstrations/ OSE (FTP Cases) procedure based on CoC and test report as stated, it is imperative that certifications are credible and reliable. Hence all certifications need to be backed by reliable data to substantiate veracity.

5. **Applicability of Standards Issued by Other Countries.** Many Eqpt/Wpn which are procured/manufactured/productionised/ indigenized as per foreign ToT documents/ specifications/ standards etc. which are issued by other countries (ex-import). Mechanical stresses (i.e., Vibration, Shock tests etc.) are primarily wrt the stresses induced by the platform in the eqpt during its usage, transportation and storage. However, climatic stresses (i.e., High temp, Low temp tests etc.) which are ambient conditions & induced conditions as per local usage, terrain and climatic conditions during its operation, transportation and storage. Hence, mechanical stress tests/ requirements can be drawn from standards issued by other countries/ ToT Specifications, whereas climatic stress requirements/tests can be drawn from standards as applicable for own forces (i.e. JSS/JSG). This aspect needs to be suitably addressed while formulation of draft ATP by the Bidders.

6. Indigenous items shall be accepted based on applicable JSS/JSG/Departmental Specs.

7. **COMPREHENSIVE GUIDELINES FOR FRAMING DRAFT QTP/ATP. Comprehensive** Guidelines for framing draft QTP/ATP is attached as **Annexure I to this Appendix.**

8. **Format of Supplier Declaration of Confirmation (SDoC).** Certificate of Conformity by the vendor as a response to RFP, wherein vendor confirms that he will be meeting a tech parameter to define product characteristics in terms of nominal values of parameters, expressed in drawing etc, to be submitted as per format of Supplier Declaration of Conformance (SDoC) attached as **Annexure II to this Appendix.**

9. **Software Quality Assurance (SQA).** The Supplier/Seller/Firm shall comply with the requirements given in JSG 1040: 2023 for development of software QA and undertaking system IV&V. The details of the same are at **Annexure III to this Appendix.** The version control details & checksum of Software/Firmware shall be provided.

10. ATP to be mutually finalised between the bidder and Buyer QA agency for the applicable tests as per standards mentioned in the operation requirement.

Annexure I to Appendix H  
(Refers to Para 7 of Appendix H)

## COMPREHENSIVE GUIDELINES FOR FRAMING DRAFT QTP/ATP

(Draft QTP/ATP is arrived from the SQR/OR).

1. Draft ATP/QTP for the Equipment/System should mainly consist of the following:
  - 1.1. **Scope & Introduction.** Includes the scope, introduction & propose of the document and general information about the equipment.
  - 1.2. **Brief description of the Equipment/System**  
Brief description of the equipment/system be highlighted indication the salient features, Equipment/System configuration, interfaces involved and its compatibility and role in the main system where it is intended to be used.
  - 1.3. **Safety/Security aspects, if any.**
  - 1.4. **Technical Specifications.** TS of the equipment are indicated along with dimension; weight of the equipment etc. operational requirements & Pictorial representation of the equipment/system be provided under this section. SQR/ORs are translated into ATP with measurable parameters.
  - 1.5. **Reference Documents Including List of Drawings, Related Standards, Specifications etc.** Includes Reference documents/drawings of the equipment, Standards/Specifications up to which the equipment/system is complied.
  - 1.6. **Bill of Materials.** BoM as per the following format be included:

| S. No. | Item Name/ Description | Part No. | NSN No. | Drawing No. | Manufacturer | Schematic Reference | Standard of Reference | Qty No. | Mill/Industrial/ Commercial |
|--------|------------------------|----------|---------|-------------|--------------|---------------------|-----------------------|---------|-----------------------------|
|        |                        |          |         |             |              |                     |                       |         |                             |

- 1.7. **Test Instruments/Accessories Required.** Test Instruments/Accessories required for conduct of ATP be mentioned along with Part number, Make/Model etc.
- 1.8. **Qualification/ Environmental Tests.** Applicable class from relevant JSS/JSG, as per RFP for Environmental testing to be mentioned along with test severities and procedures to be followed for the conduct of the test. Pre, in-situ & Post Performance test to check the performance of the equipment be included. Durability tests shall also be included. Various Standards are enclosed for Environmental test (ET) & technical Evaluations (TE) as per applicable provisions enclosed at Annx.
- 1.9. **Acceptance/Performance Tests.** Includes the Visual, Electrical & Functional tests. Functional Test procedure along with diagram showing Test set up to be mentioned. Final acceptance/Performance checks come under this section. Tests can be carried out under lab & field conditions needs to be mentioned separately.

- 1.10. **Applicability of ESS/Endurance Test.** ESS procedure to be followed be mentioned and the procedure for carrying out the Endurance test be included.
- 1.11. **Quality Audit points/Checks/Methodology including Real Time/Online Audit activities & list of critical processes.** Process audit methodology to be carried by mentioned.
- 1.12. **Quality Audit Flow Chart/Process Monitor Points.** Mutually agreed Audit flow chart be mentioned by quoting Relevant ISO standards.
- 1.13. **Operational Checks/Tests.** Includes Quick checks/Tests with ATE/BITE/Processor based Auto Diagnostic checks on the store, if equipped with, before release of the store to the Consignee.
- 1.14. **Test & Measurement Record (TMR).** TMR sheet with expected output be mentioned.
- 1.15. **Acceptance Criteria Including Sampling Plan, if any.** Acceptance criteria be mentioned under this section.
- 1.16. There shall be an ATP/QTP for main system and each ATP/QAP for each Sub System. Details to be referred at Annx "XV"

Notes:-

1. Weight and dimension should have tolerance.
2. Weight of the system shall specify along with power systems including Genset/UPS wherever required.
3. Sampling plans to be invoked wherever feasible.
4. Certain test requires permission from authorities such as long range comm, Jamming tests, Detection of drones, Use of DEW etc. Necessary permissions need to be obtained by Seller.
5. Arms & Ammunition required for testing to be planned suitably by SHQ.

Annexure II to Appendix H  
(Refers to Para 8 of Appendix H)

(BLANK FORMAT)

### SUPPLIER'S DECLARATION OF CONFORMANCE (SDOC)

|    |                                                                                                                                                                              |                       |                 |  |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------|--|
| 1. | Certificate No.                                                                                                                                                              |                       | Date            |  |
| 2. | Contract USO No.                                                                                                                                                             |                       | Date            |  |
| 3. | Issuer's Name                                                                                                                                                                |                       |                 |  |
| 4. | Issuer's address                                                                                                                                                             |                       |                 |  |
| 5. | Product Name Object                                                                                                                                                          |                       |                 |  |
| 6. | Serial. No. of Equipment Under Test<br>/ Unit Under Test                                                                                                                     |                       |                 |  |
| 7. | Lot No.                                                                                                                                                                      |                       | Quantity        |  |
| 8. | Object of declaration                                                                                                                                                        |                       |                 |  |
| 9. | This is certify that Store/Arms/Ammunition/Main Equipment and its Sub<br>Assembly/accessories/Parts/Projects, wherever applicable comply with the following<br>Specification |                       |                 |  |
|    | Parameter/ Specification                                                                                                                                                     | Para of Specification | Test Report No. |  |
|    |                                                                                                                                                                              |                       |                 |  |
|    |                                                                                                                                                                              |                       |                 |  |
|    |                                                                                                                                                                              |                       |                 |  |
|    |                                                                                                                                                                              |                       |                 |  |

#### 10. Additional Information: -

10.1. This is to certify that above mentioned product has successfully passed the entire acceptance tests and meeting all tech parameters to define product characteristics in terms of nominal values of parameters, expressed in drawings and specifications etc.

10.2. It is also certified that SDoC signed on the basis of relevant certificates issued by various testing/certifying agencies or their authorized representatives who have undertaken Smpling/Inspection/Testing/Trials/EvalautionNerificationNalidation/QA Sampling/Audits etc. as per the policy/procedure laid down. Where feasible, the procedures are aligned to best practices. All test reports are enclosed as annexure to this Supplier's Declaration of Conformance (SDoC).

10.3. It is understood that this Supplier's Declaration of Conformance is deemed to have been bound by all the laws, regulations and contractual requirements. Quality and Financial claims can be raised against the one issuing Supplier's Declaration of Conformance, in the event of breach of trust.

10.4. It is also understood that the false declaration, misleading declaration, wilful hiding of any part of non-conformity, depending on the severity of case can even lead to blacklisting and punitive actions.

(SIGNATURE ON BEHALF OF SELLER)

(Signature of person authorized by the issuer)

Station:

Name:

Date :

Designation:

**Note:** The Format of SDoC/CoC given is not sacrosanct and may be altered as per requirement of the equipment. For more details read SOP for SDoC issued by DGQA document No. DGQA/STD/002-23.

Annexure III to Appendix H  
(Refers to Para 9 of Appendix H)

## SOFTWARE QUALITY ASSURANCE (SQA)

1. The firm shall comply with the requirements given in JSG 1040:2023 for development of Software, conduct of Software QA and undertaking System IV&V.

2. Applicable documents be submitted by the vendor: -

2.1. **Software.** The software/embedded software shall be developed and evaluated at Integrated System level as given below: -

2.1.1. **Software Development Life Cycle (SDLC).** The software/embedded software shall comply to development life cycle process as per ISO/IEC 12207/ JSG 1040:2023 or mutually agreed procedure, whichever is better.

2.1.2. **Quality Model.** The quality model used by the developer/vendor should be ISO/IEC 25010:2015 or better. The attributes used/factored by the developer shall have to be elucidated in detail with respect to User Perspective and Designer Perspective.

2.1.3. **Certification.** The Design Agency/Developer shall give out their certification details with respect to Capability Maturity Model Index (CMMi) Level Software & System Development.

2.1.4. **Software Quality Assurance (SQA).** The Design Agency/Developer should submit following documents with respect to SQA: -

2.1.4.1. First party QA reports and or.

2.1.4.2. Verification and Validation (V&V) reports.

2.1.5. **Independent Verification & Validation (IV & V).** IV & V in accordance to IEEE 1012/ JSG 1040:2023 shall be undertaken by DGQA/CQA (EW) at System Acceptance Level at Integrity level 4 during the Evaluation of the System. Requirement, Design Evaluation and Test Case/ Test Procedure Evaluation of the System in addition shall however, be undertaken by DGQA/CQA (EW) as part of the IV & V activity.

2.1.6. **End User Trials.** Rep of DGQA to be incorporated during User Trials to check compliance to the QR.

2.2. The details of documents to be submitted by the firms (as per applicability) for the audit of SDLC stages/ V&V document is as under: -

| Ser No | SDLC Stage                                                                             | Documents to be Submitted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.2.1. | Requirement Gathering and Analysis Stage<br>((In accordance to ISO/IEC JSG 1040: 2023) | (i) Requirement Capture Document (RCD) as per QR. (It is an elicitation of requirement by the Developer/firm).<br><br>(ii) Bidirectional Traceability Matrix for mapping the PSQR/GSQR given in the RFP by the Developer to RCD.                                                                                                                                                                                                                                                                                                                        |
| 2.2.2. | Design Stage (In accordance to ISO/IEC 12207/ JSG 1040:2023).                          | (i) Software Design Documents (SDD) including Data Flow Diagram and Use Case Diagram.<br><br>(ii) System Requirement Specification (SyRS) to include Software requirement Specification (SRS), Hardware Requirement Specification (HRS) and Interface Requirement Specification (IRS).<br><br>(iii) Interface Design Document (IDD).<br><br>(iv) Bi-directional Traceability Matrix giving out the mapping of RCD to SyRS (SRS, HRS & IRS) and SyRS to test cases & test procedure for each software/ interface module, as per STP (Software Test Plan. |
| 2.2.3. | Development Stage (In accordance to ISO/IEC 12207/ JSG 1040: 2023)                     | (i) Coding Standards followed.<br><br>(ii) Code review Report and Cyclomatic Complexity Report for checking the efficiency of loops.                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 2.2.4. | Testing Stage (In accordance to ISO/IEC 12207/ JSG 1040: 2023)                         | (i) Software Test Plan.<br><br>(ii) Software Test Results (In accordance to Software Test Case/ Procedure earlier validated at Design Stage.                                                                                                                                                                                                                                                                                                                                                                                                            |
| 2.2.5. | Implementation Stage (In accordance to ISO/IEC 12207/ JSG 1040: 2023)                  | (i) Configuration Management Details for each Software Module/ Unit and the Integrated System.<br><br>(ii) Installation Package.<br><br>(iii) User Guide.                                                                                                                                                                                                                                                                                                                                                                                               |

|        |                                                                    |                                                                                                                                                                                                                                  |
|--------|--------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.2.6. | Maintenance Stage (In accordance to ISO/IEC 12207/ JSG 1040: 2023) | User Manual                                                                                                                                                                                                                      |
| 2.2.7. | Verification & Validation                                          | <p>(i) For First Party QA reports and V&amp;V reports (for other than CMMi level 5 certified Firm) and IV&amp;V Report (for CMMi level 5 Firms.</p> <p>(ii) V&amp;V activity to comply to ISO/IEC 1012 and or JSG 1040:2023.</p> |

Appendix J  
(Refers to Para 47 of RFP)

## COMMERCIAL CLAUSES

### 1. Payment and Delivery location:

**1.1 INCOTERMS for Delivery.** The delivery of goods will be based on DDP INCOTERMS-2020 with ultimate consignee as under:-

1.1.1 Jet Based Kamikaze Drone less warhead – CASD Delhi.

1.1.2 Warhead – CAD Pulgaon.

1.1.3 ESP items - CASD Delhi

**1.2. Currency of Payment.** Indian bidders should submit their bids in Indian Rupees.

**1.3 Contract Price and Requirement of Bank Guarantees.**

**1.3.1 Total Contract Price.** The Total Contract Price will be the final price negotiated by CNC including taxes and duties applicable at the time of signing of Contract.

**1.3.2 Base Contract Price.** The Base Contract Price will be considered as Total Contract Price excluding cost of CMC, taxes and duties applicable at the time of signing of Contract.

**1.3.3 Bank Guarantee(s).** For the purpose of payment of Advances to the Bidder and submission of various Bank Guarantees by the Bidder i.e. Advance Payment Bank Guarantee (APBG), Base Contract price will be considered. For Performance cum Warranty Bank Guarantee (PWBG), Total Contract Price (excluding cost of CMC), including taxes and duties is to be considered. Advance Payment Bank Guarantee shall be valid till delivery date of last deliverables.

**1.3.4.** An additional Performance Bank Guarantee (PBG) is to be submitted by the Bidder for Total Price of CMC for 08 years.

**1.3.5** All Bank Guarantee(s) requirements viz Advance Payment Bank Guarantee (APBG), Performance-cum-Warranty Bank Guarantee (PWBG) etc are to be submitted. Bank Guarantee(s) shall be from any Indian Public or Private Scheduled Commercial Bank.

**1.4 Payment to Indian Bidders.** The schedule for payments will be based on the Buyers requirements, enumerated at succeeding Paragraphs. The summary of delivery schedule, payments to be made and schedule of submission/release of Advance Bank guarantee (s), as applicable, is specified at **Annexure VI to this Appendix.**

**1.4.1 Advance Payment.** **15 (Fifteen) %** of the Base Contract Price shall be paid within 30 (Thirty) days of submission of claim and a Bank Guarantee for the equivalent amount, subject to correction and acceptability of the documents submitted. The prescribed format of the Advance Payment Bank Guarantee

(APBG) is placed at **Annexure II to this Appendix**. The Advance Payment Bank Guarantee (APBG) will be deemed to be proportionately and automatically reduced until full extinction along with and prorate to value of each delivery, as evidenced by corresponding copy of document proving delivery and invoices of goods/services supplied/provided. The date of delivery would be reckoned from the date of signing of contract (T<sub>0</sub>). In case Seller opts for No Advance Payment, percentage be merged with On Dispatch Payment stage. Same to be negotiated during CNC.

**1.4.2 On Dispatch. 60 (Sixty) %** of the base contract price and reimbursement of 100% taxes and levies excluding cost of training & cost of CMC shall be paid on pro rata basis on proof of dispatch of deliverables to the consignee and on production of an inspection note issued by the buyer designated inspection agency. Number and date of the Railway/Road/Air Transport receipt under which the deliverables charged for in the bill are dispatched by rail/road/Air and the number and date of letter with which such receipt is forwarded to the consignee, should be quoted on the bill. The payment will be made by PCDA/CDA through cheque/Electronic Fund Transfer (EFT) on submission of following documents: -

1.4.2.1 Ink-signed copy of Contractor's Bill.

1.4.2.2 Ink-signed copy of Commercial invoice.

1.4.2.3 The relevant Transport Receipt.

1.4.2.4 Inspection Acceptance Certificate of Buyer's QA agency demonstrating compliance with the technical specifications of the contract.

1.4.2.5 Packing List.

1.4.2.6 Certificate of Origin.

1.4.2.7 Claim for statutory and other levies to be supported with requisite documents/GST invoice (with QR code, when made applicable)/proof of payment, as applicable.

1.4.2.8 Exemption certificate for taxes/duties, if applicable.

1.4.2.9 Warranty certificate from the BIDDER.

**1.4.3** In case of failure of the Bidder to deliver the deliverables to the Buyer or inordinate delay in the said delivery leading to Termination of the Contract in accordance with Article 22A.1 of SCD, the BIDDER will be liable to return payments received against dispatch.

**1.4.4 On Delivery. 20 (Twenty) %** of the Base Contract Price of the deliverables excluding cost of training & cost of CMC, on pro rata basis shall be paid on completion of JRI post-delivery and issue of JRI Certificate/Certified Receipt Voucher (CRV) issued by the Buyer. Such payments will be subject to the deductions of such amounts as the Bidder may be liable to pay under the agreed terms of the Contract. The concerned PCDA/CDA will release the payment through cheque/EFT.

**1.4.5. Indigenous Content Certification and Completion of Codification.**

5 % of the Base Contract Price of deliverables excluding cost of training & cost of CMC shall be paid on completion of Indigenous Content Certification and Completion of Codification.

**1.4.6 Part-Dispatch/Part-Shipment.** Part-dispatch of goods is permitted and corresponding payment will be released to the Seller. However, where permitted, the minimum quantity for using this facility on each occasion will **not be less than 12 sets with 180 x Drones (excluding 01 x drone being used for check proof) & associated equipment on pro-rata basis & minimum 02 x Simulators**, quantity in the last delivery will be balance quantities. No transshipment of goods will be allowed.

**1.4.7. Payment for Training.** 85% of basic cost of training and 100% associated taxes will be made on completion of training of User, QA, Operators and Maintenance Personnel as given in Para 17 of RFP. Payment shall be done on submission of claim alongwith training completion certificate issued by Buyer/ its representatives.

**1.4.8 Payment of Taxes and Duties.** Payment of taxes, duties and statutory levies will be made on submission of requisite documentary proof to Paying authority. Reimbursement of taxes and duties will be as per rates and amounts indicated in the commercial bid/contract or as per actuals whichever is lower.

**1.4.9 CMC Payments.** Annually payments will be made by PCDA/CDA on submission of claim with user clearance certificate and proof of tax payment through issue of cheque/ EFT.

**1.4.10 Exchange Rate Variation.** Exchange Rate variation shall be applicable for Rupee contracts with Indian Bidders, based on RFPs issued under all categories of capital acquisitions mentioned at Para 8 to 12 of Chapter I of DAP. The indigenous & import components as also the various currencies (of the import components) for ERV purposes, must be determined in advance. The guidelines on protection of Exchange Rate Variation are given at **Annexure I to this Appendix**. No reimbursement of custom duties is applicable.

**2. Performance-cum-Warranty Bank Guarantee Clause.** A Performance-cum-Warranty Bank Guarantee (PWBG) of **10%** (or as applicable at the time of signing of contract in accordance with Gol guidelines) of value of the Total Contract Price including taxes and duties would be furnished by the Bidder in the form of a Bank Guarantee to sequentially act as Performance Bank guarantee till the delivery and as Warranty Bank Guarantee on completion of delivery. The PWBG shall be submitted by the Bidder within one month of signing of contract and shall be valid for a period, until three months beyond the warranty period, as specified in the RFP. If at any stage, the Performance Guarantee is invoked by the Buyer either in full or in part, the Bidder shall make good the shortfall in PWBG within **30 (Thirty) days** by an additional Bank Guarantee for equivalent amount. In the event of failure to submit the required Bank Guarantee against invoked Performance Guarantee, equivalent amount will be withheld from the next stage payment till the shortfall in the Bank Guarantee is made good by the Bidder. The prescribed format of the Performance-cum-Warranty Bank Guarantee is placed at **Annexure III to this Appendix**. PWBG shall be returned on submission of PWBG for CMC.

3. **Performance Bank Guarantee for CMC.** The Bidder will be required to furnish a Performance Guarantee by the way of a Bank Guarantee of a sum equal to **5%** of the Total Price of CMC for contracted duration prior to expiry/ return of the PWBG of the Main Contract. Performance Bank Guarantee should be valid for **03 months** beyond the period of the CMC. The format of the Performance Bank Guarantee is placed at **Annexure IV to this Appendix.**

4. **Inspection.** Pre Dispatch Inspection (PDI) would be at the discretion of the Buyer. In addition, Joint Receipt Inspection (JRI) may also be carried out. If it is PDI, the Bidder should intimate at least **30 days** prior to the day when the equipment is to be offered for PDI to enable Buyer's nominated personnel to be available for inspection. All the expenses towards PDI will be borne by the Bidder except transportation and accommodation of Buyer's PDI team, which will be deputed at Buyer's expense. In case of rejection of Goods during PDI, re-PDI will be undertaken at Bidder's premises at Buyer's sole discretion. All expenses including transportation and accommodation of Buyer's PDI team will be borne by the Bidder. Towards this, the expenses towards transportation and accommodation of Buyer's PDI team will be initially done by the Buyer and subsequently reimbursed by the Bidder either by remittance or by recovery from the Balance Payment/PWBG. In the event of a failed PDI, the Bidder shall consult the Buyer for rescheduling re-PDI. In case of JRI, the representative of the Bidder may be present for inspection after the equipment reaches the concerned destination. The JRI should be completed within **30 days** of intimation from the bidder.

5. **Liquidated Damages (LD).** In the event of the Bidder's failure to submit the Documents, supply the stores/ goods, perform services, training and installation of equipment as per schedule specified in this contract, the BUYER may, at his discretion withhold cost of the specific lot/ batch or 1.5% of the project cost whichever is higher until the completion of the contract. The BUYER may also deduct from the BIDDER as agreed, liquidated damages to the sum **1.5%** for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than **15%** of the contract price of the delayed stores/ services (Any extension given by the Buyer for delay attributable to Buyer or Force Majeure Clause to be factored in delivery period).

6. **Payment Deductions and Damages for Shortfalls in CMC.** *The clause for payment deductions and damages for shortfall in CMC services is to be formulated on case-to-case basis. A sample formulation is below: -*

6.1. In case the cumulative downtime exceeds 60 (working days) in the Year, payment will be deducted. The total downtime will be calculated at the end of the Year and payments will be deducted. The total payments to be deducted will be calculated as follows: -

6.1.1. Payments would be deducted on pro-rate basis for the duration, by which cumulative downtime exceeds 60 (working days), as follows: -

6.1.1.1. Per year CMC = 'X<sub>1</sub>'

6.1.1.2. Period by which cumulative downtime exceeds the specified cumulative downtime, in days = 'Y<sub>1</sub>'

6.1.1.3. Payment Deduction = 'Z<sub>1</sub>'

$Z_1 = [(X_1 / \text{Number of days in the year}) * Y_1]$

6.1.2. In addition, damages would be deducted to the sum of **0.1%** of the per

annum CMC cost per day, for the duration, by which cumulative downtime exceeds the maximum permissible cumulative downtime per year, subject to the maximum value of this damage not being higher than 5% of the annual CMC cost.

7. **Denial Clause.** In case the delay in delivery is attributable to the Bidder or a non-force majeure event, the Buyer may protect himself against extra expenditure during the extended period by stipulating a denial clause (over and above levy of LD) in the letter informing the Bidder of extension of the delivery period. In the denial clause, any increase in statutory duties and/or upward rise in prices and/or any adverse fluctuation in foreign exchange are to be borne by the Bidder during the extended delivery period, while the Buyer reserves his right to get any benefit of downward revisions in statutory duties and foreign exchange rate. Thus, variations and foreign exchange clauses operate only during the original delivery period. The format for extension of delivery period/ performance notice under the Denial clause is at **Annexure V to Appendix J.**

Annexure I to Appendix J  
(Refers to Para 1.4.10 of Appendix J)

## GUIDELINES OF PROTECTION OF EXCHANGE RATE VARIATION IN CONTRACTS

### 1. Parameters to be kept in view while formulation ERV Clause.

1.1. In contracts with Indian Bidders in all categories of capital acquisitions where there is an import content, ERV clause will be provided. However, ERV clause shall not be applicable to contracts in following conditions: -

1.1.1. The delivery period is less than one year; or

1.1.2. The rate of exchange variation is within the band of +/- 2.5%.

1.2. ERV clause will be framed according to the specific requirements of the contract. While calling for information at the RFP stage/formulation of ERV clauses in the contracts, the following factors are to be taken into consideration depending upon the requirements of the individual contracts: -

1.2.1. Year wise and major currency wise import break up is to be indicated.

1.2.2. Detailed time schedule for procurement of imported material/Services 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 | TOTAL COST OF IMPORTED MATERIAL /SERVICES (In rupees) | FE CONTENT-OUT FLOW (equivalent in rupees ₹ in crore) |                  |                    |                                              |
|------|-------------------------------------------------------|-------------------------------------------------------|------------------|--------------------|----------------------------------------------|
|      |                                                       | DOLLAR DENOMINATED                                    | EURO DENOMINATED | POUNDS DENOMINATED | OTHER CURRENCIES DENOMINATED (as applicable) |
|      |                                                       |                                                       |                  |                    |                                              |
|      |                                                       |                                                       |                  |                    |                                              |
|      |                                                       |                                                       |                  |                    |                                              |
|      |                                                       |                                                       |                  |                    |                                              |

1.2.3. ERV clause will not be applicable in case delivery periods for imported content are subsequently to be refixed/extended unless the reasons for delivery period extension are attributable to the buyer.

1.2.4. For purposes of ensuring uniformity, the Base Exchange Rate on the ERV reckoning

date will be adopted for each of the major foreign currencies. The Base Exchange Rate will be the BC Selling Rate of the Parliament Street Branch of State Bank of India, New Delhi. The ERV reckoning date will be the last date of submission of commercial bids as per RFP. In cases where Option Clause is exercised, the date of reckoning of ERV will be the last date of submission of bids for the RFP of the Original Procurement Case.

1.2.5. ERV clause in the contract is to clearly indicate that ERV is payable/ refundable depending upon exchange rate as prevalent on the date of transaction with reference to Base Exchange Rate on the ERV reckoning date.

1.2.6. Other issues which are peculiar to the contract.

2. **Methodology For Claiming ERV.** “The prices finalised in the contract are based on the base exchange rates indicated in the contract. The year-wise amount of foreign exchange component of the imported items as indicated in the contract shall be adjusted for the impact of exchange Rate Variation of the Rupee based on the exchange rate prevailing on the date of each transaction, as notified by the SBI, Parliament Street Branch, New Delhi. The impact of notified Exchange Rate Variation shall be computed on an yearly basis.

3. Paying authority is to undertake a pre-audit of the documents before payment.

4. **Documentation for Claiming ERV.** The following documents would need to be submitted in support of the claim on account of ERV:-

4.1. A bill of ERV claim enclosing worksheet.

4.2. Banker's Certificate/debit advice detailing Foreign Exchange paid and Exchange rate as on date of transaction.

4.3. Copies of import orders placed on the suppliers.

4.4. Invoice of supplier for the relevant import orders.

Annexure II to Appendix J  
(Refers to Para 1.4.1 of Appendix J) **BANK**

**GUARANTEE FORMAT FOR ADVANCE**

To

The President of India represented by the JS & AM (Land System) Ministry of Defence  
Government of India

\_\_\_\_\_(complete postal address of the beneficiary)

1. "Whereas President of India represented by the **JS & AM (Land System)** Ministry of Defence, Government of India (hereinafter referred to as BUYER) have entered into a Contract No. \_\_\_\_\_ (No. of Contract), dated \_\_\_\_\_ (Date of Contract) with M/s \_\_\_\_\_ (Name of BIDDER) (referred to as BIDDER) and whereas according to the said Contract the BUYER has undertaken to make an advance payment of Rs/US \$/Euro/PS £/Yen/AUD/SGD \_\_\_\_\_ being \_\_\_\_\_ payment of \_\_\_\_\_% of the total value of Rs/US \$/Euro/PS £/Yen/AUD/SGD \_\_\_\_\_ of the said Contract, against issuance of an advance guarantee by a bank."

2. We \_\_\_\_\_ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BUYER intimating that the BIDDER is in breach of the Contractual obligations stipulated in the said Contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our total liability under this guarantee shall be restricted to an amount not exceeding Rs/US \$/Euro/PS £/Yen/AUD/SGD \_.

3. We undertake to pay to the BUYER any money so demanded notwithstanding any dispute or disputes raised by the BIDDER in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the BIDDER shall have no claim against us for making such payment.

4. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the BUYER under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ office / Department / Ministry of \_\_\_\_\_ certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said BIDDER and accordingly discharges this guarantee.

5. We, further agree with the BUYER that the BUYER shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said BIDDER from time to time or to postpone for any time or from time to time any of the powers exercisable by the BUYER against the said BIDDER and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, Amendment issued vide MoD ID No. 4(50)/D(Acq)/08 dated 20.06.2016 or extension being granted to the said BIDDER or for any forbearance, act or omission on the part

of the BUYER or indulgence by the BUYER to the said BIDDER or by any such matter or thing whatsoever which under law relating to sureties would, but for this provision, have effect of so relieving us.

6. The amount of this guarantee will be progressively reduced by (percentage of advance) \_\_\_\_\_ of total value of each part shipment/services against the stage payment released by the BUYER for that shipment/services made by the BIDDER and presentation to us of the payment documents.

7. This guarantee will not be discharged due to the change in the constitution of the bank or the BUYER/BIDDER.

8. We, undertake not to revoke this guarantee during the currency except with the previous consent of the BUYER in writing.

9. Notwithstanding anything contained herein above: -

9.1. Our liability under this Guarantee shall not exceed Rs/US \$/Euro/PS £/Yen/AUD/SGD \_\_\_\_\_(in words) \_\_\_\_\_

9.2. This Bank Guarantee shall remain valid until \_\_\_\_\_ (hereinafter the expiry date of this guarantee) the Bank Guarantee will cease to be valid after \_\_\_\_\_irrespective whether the Original Guarantee is returned to us or not.

9.3. We are liable to pay guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written demand or a claim in writing on or before \_\_\_\_\_(Expiry Date).

Dated the \_\_\_\_\_day of \_\_\_\_\_(month and year)

Place:

Signed and delivered by \_\_\_\_\_(Name of the bank)

Through its authorised signatory

(Signature with seal)

Annexure III to Appendix J  
(Refers to Para 2 of Appendix J)

BANK GUARANTEE FORMAT FOR PERFORMANCE-CUM-WARRANTY

To

The President of India represented by the JS & AM (Land System) Ministry of  
Defence  
Government of India  
\_\_\_\_\_(complete postal address of the beneficiary)

Dear Sir,

1. Whereas President of India represented by the **JS & AM (Land System)** Ministry of Defence, Government of India (hereinafter referred to as BUYER) have entered into a Contract No. \_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the said Contract) with M/s. \_\_\_\_\_ (hereinafter referred to as the BIDDER) for supply of goods as per Contract to the said BUYER and whereas the BIDDER has undertaken to produce a bank guarantee amounting to Rs/US \$/Euro/PS £/Yen/AUD/SGD \_\_\_\_\_ which is **10%** of the Total Contract Price(including taxes and duties)to cover **10%** of Total Contract Price (including taxes and duties)each for Performance and Warranty in sequence, to secure its obligations towards Performance-cum-Warranty to the BUYERS.
2. We, the \_\_\_\_\_ bank hereby expressly, irrevocably and unreservedly undertake the guarantee as principal obligors on behalf the BIDDER that, in the event that the BUYER declares to us that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the BUYER by reason of breach/failure to perform by the said BIDDER of any of the terms and conditions in the Contract related to Performance and Warranty clauses, we will pay you, on demand and without demur, all and any sum up to {10% of Total Contract Price (including taxes and duties)} \_Rupees/US \$/Euro/PS £/Yen/AUD/SGD only at any instance under this Guarantee. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract. We shall not be entitled to ask you to establish your claim or claims under this guarantee but will pay the same forthwith without any protest or demur. We undertake to effect payment upon receipt of such written demand.
3. We shall not be discharged or released from the undertaking and guarantee by any arrangements, variations made between you and the BIDDER, indulgence to the BIDDER by you, or by any alterations in the obligations of the BIDDER or by any forbearance whether as to payment, time performance or otherwise.
4. We further agree that any such demand made by the BUYER on the Bank shall be conclusive, binding, absolute and unequivocal notwithstanding any difference or dispute or controversy that may exist or arise between you and the BIDDER or any other person.
5. In no case shall the amount of this guarantee be increased.
6. This Performance-cum-Warranty guarantee shall remain valid for a period until three months beyond the warranty period as specified in the Contract i.e. upto \_\_\_\_\_.

7. Subject to the terms of this Bank Guarantee, the issuing bank hereby irrevocably authorizes the beneficiary to draw the amount of upto Rs/US \$/Euro/PS £/Yen/AUD/SGD \_\_\_\_\_ {10% of Total Contract Price (including taxes and duties)} for breach/failure to perform by the BIDDER of any of the terms and conditions of the Contract related to performance and warranty clause. Partial drawings and multiple drawings under this Bank Guarantee are allowed within the above stated cumulative amount subject to each such drawing not exceeding 10% of the Total Contract Price (including taxes and duties) (Rs/US \$/Euro/PS £/Yen/AUD/SGD \_\_\_\_\_ only) (Mention BG amount).

8. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of M/s \_\_\_\_\_. We undertake not to revoke this guarantee during the currency except with previous consent of BUYER in writing.

9. Notwithstanding anything contained herein above:

9.1. Our liability under this Guarantee shall not exceed Rs/US \$/Euro/PS £/Yen/AUD/SGD \_\_\_\_\_ (Rupees \_\_\_\_\_ only (in words)).

9.2. This Bank Guarantee shall remain valid until 3 months from the date of expiry of warranty period of the Contract, i.e. upto \_\_\_\_\_ (mention the date) which is 3 months after expiry of the warranty period and the BG shall cease to be valid after \_\_\_\_\_ irrespective whether the Original Guarantee is returned to us or not.

9.3. We are liable to pay guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written demand or a claim in writing on or before \_\_\_\_\_ (Expiry Date).

Dated the \_\_\_\_\_ day of \_\_\_\_\_ (month and year)

Place:

Signed and delivered by \_\_\_\_\_ (name of the bank)

Through its authorised signatory  
(Signature with seal)

Annexure IV to Appendix J  
(Refers to Para 3 of Appendix J) **BANK**

**GUARANTEE FORMAT FOR CMC**

To

The President of India represented by the JS & AM (Land System) Ministry of Defence  
Government of India

\_\_\_\_\_(complete postal address of the beneficiary)

1. "Whereas President of India represented by the **JS & AM (Land System)** Ministry of Defence, Government of India (hereinafter referred to as BUYER) have entered into a Contract No. \_\_\_\_\_ (No. of Contract), dated \_\_\_\_\_ (Date of Contract) with M/s \_\_\_\_\_ (Name of BIDDER) (referred to as BIDDER) and whereas according to the said Contract the BUYER has undertaken to make an advance payment of Rs/US \$/Euro/PS £/Yen/AUD/SGD \_\_\_\_\_ being \_\_\_\_\_ payment of \_\_\_\_\_% of the total value of Rs/US \$/Euro/PS £/Yen/AUD/SGD \_\_\_\_\_ of the said Contract, against issuance of an advance guarantee by a bank."

2. We \_\_\_\_\_ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BUYER intimating that the BIDDER is in breach of the Contractual obligations stipulated in the said Contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our total liability under this guarantee shall be restricted to an amount not exceeding Rs/US \$/Euro/PS £/Yen/AUD/SGD \_.

3. We undertake to pay to the BUYER any money so demanded notwithstanding any dispute or disputes raised by the BIDDER in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the BIDDER shall have no claim against us for making such payment.

4. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the BUYER under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ office / Department / Ministry of \_\_\_\_\_ certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said BIDDER and accordingly discharges this guarantee.

5. We, further agree with the BUYER that the BUYER shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said BIDDER from time to time or to postpone for any time or from time to time any of the powers exercisable by the BUYER against the said BIDDER and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, Amendment issued vide MoD ID No. 4(50)/D(Acq)/08 dated 20.06.2016 or extension being granted to the said BIDDER or for any forbearance, act or omission on the part

of the BUYER or indulgence by the BUYER to the said BIDDER or by any such matter or thing whatsoever which under law relating to sureties would, but for this provision, have effect of so relieving us.

6. The amount of this guarantee will be progressively reduced by (percentage of advance) \_\_\_\_\_ of total value of each part shipment/services against the stage payment released by the BUYER for that shipment/services made by the BIDDER and presentation to us of the payment documents.

7. This guarantee will not be discharged due to the change in the constitution of the bank or the BUYER/BIDDER.

8. We, undertake not to revoke this guarantee during the currency except with the previous consent of the BUYER in writing.

9. Notwithstanding anything contained herein above: -

9.1. Our liability under this Guarantee shall not exceed Rs/US \$/Euro/PS £/Yen/AUD/SGD \_\_\_\_\_(in words) \_\_\_\_\_

9.2. This Bank Guarantee shall remain valid until \_\_\_\_\_ (hereinafter the expiry date of this guarantee) the Bank Guarantee will cease to be valid after \_\_\_\_\_irrespective whether the Original Guarantee is returned to us or not.

9.3. We are liable to pay guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written demand or a claim in writing on or before \_\_\_\_\_(Expiry Date).

Dated the \_\_\_\_\_day of \_\_\_\_\_(month and year)

Place:

Signed and delivered by \_\_\_\_\_(Name of the bank)

Through its authorised signatory

(Signature with seal)

Annexure V to Appendix J  
(Refers to Para 7 of Appendix J)

FORMAT FOR EXTENSION OF DELIVERY PERIOD/PERFORMANCE NOTICE

Name of the Procuring Entity.....

Extension of Delivery Period/Performance Notice

To  
M/s (name and address of firm)

Sub: Contract No..... dated.....for the supply of..... Ref:

Your letter no. .... dated: .....

Dear Sir,

1. You have failed to deliver {the (fill in qty.) of Stores/the entire quantity of Stores} within the contract delivery period [as last extended up to] (fill in date). In your letter under reply you have asked for [further] extension of time for delivery. In view of the circumstances stated in your said letter, the time for delivery is extended from (fill in date) to (fill in date).
2. Please note that notwithstanding the grant of this extension in terms of Clause (fill in clause number) of the subject contract an amount equivalent to ..... % (.....per cent) of the delivered price of the delayed goods for each week of delay or part thereof (subject to the ceiling as provided in the aforesaid clause) beyond the original contract delivery date/the last unconditionally re-fixed delivery date (as & if applicable), viz., (fill in date) will be recovered from you as liquidated damages. You may now tender the Stores for inspection [balance of the Stores] in terms of this letter. Stores if any already tendered by you for inspection but not inspected will be now inspected accordingly.
3. You are also required to extend the validity period of the performance guarantee for the subject contract from (fill in present validity date) to (fill in required extended date) within 15 (fifteen) days of issue of this amendment letter.
4. The above extension of delivery date will also be subject to the following Denial Clause: -
  - 4.1. That no increases in price on account of any statutory increase in or fresh Imposition of customs duty, GST or on account of any other taxes/duty, including custom duty), leviable in respect of the Stores specified in the said contract which takes place after (insert the original delivery date) shall be admissible on such of the said Stores, as are delivered after the said date; and,
  - 4.2. That notwithstanding any stipulation in the contract for increase in price on any other ground including foreign exchange rate variation, no such increase which takes place after (insert the reckoning date as per DAP 2020) shall be admissible on such of the said Stores as are delivered after the said date.
  - 4.3. But nevertheless, the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, GST or on account of any other Tax or duty or on any

other ground as stipulated in the price variation clause or foreign exchange rate variation which takes place after (insert the original delivery date).

5. All other terms and conditions of the contract remain unaltered. This is without any prejudice to Buyer's rights under the terms and conditions of the subject contract.

6. Please intimate your unconditional acceptance of this amendment letter within 10 (ten) days of the issue of this letter failing which the contract will be cancelled at your risk and expense without any further reference to you.

Yours faithfully,  
(Authorised Officer)  
Duly authorised,  
for and on behalf of The  
President of India

**Note:** Select one option within { } brackets; delete portion within [ ] brackets, if not applicable; fill in ( ) brackets. Brackets and this note are not to be typed.

Substitute following first para instead of first para in format above, for issuing a performance notice.

1. You have failed to deliver {the (fill in qty.) of Stores/the entire quantity of Stores} within the contract delivery period [as last extended up to] (fill in date). In spite of the fact that the time of delivery of the goods stipulated in the contract is deemed to be of the essence of the contract, it appears that (fill in the outstanding quantity) are still outstanding even though the date of delivery has expired. Although not bound to do so, the time for delivery is extended from (fill in date) to (fill in date) and you are requested to note that in the event of your failure to deliver the goods within the delivery period as hereby extended, the contract shall be cancelled for the outstanding goods at your risk and cost.

Annexure VI to Appendix J  
(Refers Para 1.4 of Appendix J)

## DELIVERY SCHEDULE AND STAGES OF PAYMENT

1. **For Delivery in Single Lot/ Batch :** Split Source of Supply, 24:12 ratio and compliance to conditions as mentioned in Para 26 of Chapter II, DAP-2020.

| Sl                                          | Activity                | Delivery Timeline<br>(T <sub>0</sub> + Months) | Quantity                                                                                                                               |                                                                                                                                        | Scheme for Payment                                                                                                                               | Scheme for submission and Return of Advance Payment Bank Guarantees             | Remarks                                                                                                                        |
|---------------------------------------------|-------------------------|------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
|                                             |                         |                                                | L1                                                                                                                                     | L2                                                                                                                                     |                                                                                                                                                  |                                                                                 |                                                                                                                                |
| 1.1.                                        | Signing of contract     | T <sub>0</sub>                                 | -                                                                                                                                      | -                                                                                                                                      | 15% of the base contract price                                                                                                                   | APBG of equivalent amount to be submitted within 45 days of signing of contract | T <sub>0</sub> is the date of signing of contract                                                                              |
| <b>On Dispatch of all equipment/ system</b> |                         |                                                |                                                                                                                                        |                                                                                                                                        |                                                                                                                                                  |                                                                                 |                                                                                                                                |
| 1.2.                                        | Main equipment / system | T <sub>0</sub> + 12 months or earlier          | <b>24 Sets of Jet Based Kamikaze Drone System</b><br>24 x Launcher System with Towing/ Carriage Vehicle<br>24 x Drone Carriage Vehicle | <b>12 Sets of Jet Based Kamikaze Drone System</b><br>12 x Launcher System with Towing/ Carriage Vehicle<br>12 x Drone Carriage Vehicle | 60% of Base Contract price of deliverables on pro rata basis and reimbursement of 100% taxes and levies excluding cost of training & cost of CMC |                                                                                 | Complete quantity of SMTs/ STEs, Technical Literature and Training Aggregates to be supplied with first batch of deliverables. |

|  |  |  |                                        |                                        |  |  |  |
|--|--|--|----------------------------------------|----------------------------------------|--|--|--|
|  |  |  | 24 x<br>Warhead<br>Carriage<br>Vehicle | 12 x<br>Warhead<br>Carriage<br>Vehicle |  |  |  |
|--|--|--|----------------------------------------|----------------------------------------|--|--|--|

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| Sl   | Activity | Delivery<br>Timeline<br>s<br>(T <sub>0</sub> +<br>Months) | Quantity                                                                                            |                                                                                                     | Scheme for<br>Payment                                                                                                                 | Scheme for<br>submission<br>and Return<br>of Advance<br>Payment<br>Bank<br>Guarantees | Remarks                                                                        |
|------|----------|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
|      |          |                                                           | L1                                                                                                  | L2                                                                                                  |                                                                                                                                       |                                                                                       |                                                                                |
|      |          |                                                           | 24 x Mobile Control Unit (Mission Planning System with Ground Data Terminal & associated equipment) | 12 x Mobile Control Unit (Mission Planning System with Ground Data Terminal & associated equipment) |                                                                                                                                       |                                                                                       |                                                                                |
|      |          |                                                           | 360 x Jet Based Kamikaze Drone with Warhead                                                         | 180 x Jet Based Kamikaze Drone with Warhead                                                         |                                                                                                                                       |                                                                                       |                                                                                |
|      |          |                                                           | 24 x Jet Based Kamikaze Trainer Drone with Inert Warhead                                            | 12 x Jet Based Kamikaze Trainer Drone with Inert Warhead                                            |                                                                                                                                       |                                                                                       |                                                                                |
|      |          |                                                           | 4 x Simulator                                                                                       | 2 x Simulator                                                                                       |                                                                                                                                       |                                                                                       |                                                                                |
| 1.3. | MRLS     | -                                                         | -                                                                                                   | -                                                                                                   | 60% of base contract price of MRLS on pro rata basis and re-imbursment of 100% taxes and levies (less cost of training & cost of CMC) |                                                                                       | Delivery to be completed 06 Months before expiry of warranty on pro rata basis |

| Sl   | Activity      | Delivery Timeline<br>(T <sub>0</sub> + Months)                           | Quantity |    | Scheme for Payment                                                                                                           | Scheme for submission and Return of Advance Payment Bank Guarantees | Remarks |
|------|---------------|--------------------------------------------------------------------------|----------|----|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|---------|
|      |               |                                                                          | L1       | L2 |                                                                                                                              |                                                                     |         |
| 1.4. | ESP less MRLS | Complete quantity of ESP less MRLS to be supplied with first deliverable | -        | -  | 60% of Base Contract Price of deliverables and re-imbursement of 100% taxes and levies (less cost of training & cost of CMC) |                                                                     |         |

**On Delivery of all equipment/ system**

|      |                         |                                       |                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                |                                                                                                    |  |  |
|------|-------------------------|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|--|--|
| 1.5. | Main equipment / system | T <sub>0</sub> + 12 months or earlier | <b>24 Sets of Jet Based Kamikaze Drone System</b><br><br>24 x Launcher System with Towing/ Carriage Vehicle<br><br>24 x Drone Carriage Vehicle<br><br>24 x Warhead Carriage Vehicle<br><br>24 x Mobile Control Unit (Mission Planning System) | <b>12 Sets of Jet Based Kamikaze Drone System</b><br><br>12 x Launcher System with Towing/ Carriage Vehicle<br><br>12 x Drone Carriage Vehicle<br><br>12 x Warhead Carriage Vehicle<br><br>12 x Mobile Control Unit (Mission Planning System with Ground Data) | 20% of Base Contract price of deliverables on pro rata basis (less cost of training & cost of CMC) |  |  |
|------|-------------------------|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|--|--|

| Sl   | Activity         | Delivery<br>Timeline<br>s<br>(T <sub>0</sub> +<br>Months)                                     | Quantity                                                                                                                                                                                                                                 |                                                                                                                                                                                                                | Scheme for<br>Payment                                                                                        | Scheme for<br>submission<br>and Return<br>of Advance<br>Payment<br>Bank<br>Guarantees | Remarks                                                                                             |
|------|------------------|-----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
|      |                  |                                                                                               | L1                                                                                                                                                                                                                                       | L2                                                                                                                                                                                                             |                                                                                                              |                                                                                       |                                                                                                     |
|      |                  |                                                                                               | with<br>Ground<br>Data<br>Terminal &<br>associated<br>equipment<br><br>360 x Jet<br>Based<br>Kamikaze<br>Drone with<br>Warhead<br><br>24 x Jet<br>Based<br>Kamikaze<br>Trainer<br>Drone with<br>Inert<br>Warhead<br><br>4 x<br>Simulator | Terminal<br>& associated<br>equipment)<br><br>180 x Jet<br>Based<br>Kamikaze<br>Drone with<br>Warhead<br><br>12 x Jet<br>Based<br>Kamikaze<br>Trainer<br>Drone with<br>Inert<br>Warhead<br><br>2x<br>Simulator |                                                                                                              |                                                                                       |                                                                                                     |
| 1.6. | MRLS             | -                                                                                             | -                                                                                                                                                                                                                                        |                                                                                                                                                                                                                | 20% of base<br>contract price<br>of MRLS on<br>pro rata basis<br>(less cost of<br>training &<br>cost of CMC) |                                                                                       | Delivery to<br>be<br>completed<br>06 Months<br>before expiry<br>of warranty<br>on pro rata<br>basis |
| 1.7. | ESP less<br>MRLS | Complete<br>quantity of<br>ESP less<br>MRLS to<br>be<br>supplied<br>with first<br>deliverable |                                                                                                                                                                                                                                          |                                                                                                                                                                                                                | 20% of Base<br>Contract Price<br>of deliverables<br>(less cost of<br>training &<br>cost of CMC)              |                                                                                       |                                                                                                     |

| Sl   | Activity                                        | Delivery Timeline<br>(T <sub>0</sub> + Months) | Quantity      |    | Scheme for Payment                                                    | Scheme for submission and Return of Advance Payment Bank Guarantees | Remarks |
|------|-------------------------------------------------|------------------------------------------------|---------------|----|-----------------------------------------------------------------------|---------------------------------------------------------------------|---------|
|      |                                                 |                                                | L1            | L2 |                                                                       |                                                                     |         |
| 1.8. | Training                                        | As per para 16 & 17 of RFP                     |               |    | 85% of base cost of Training and reimbursement of associated taxes    |                                                                     |         |
| 1.9. | IC Certification and completion of Codification | -                                              | As applicable |    | Bal 5% of the base contract price less cost of training & cost of CMC | -                                                                   | -       |

**Note 1: Taxes and Duties.** All Indirect Taxes and Duties will be paid at actuals or as indicated in the Commercial bid by the Bidder, whichever is lower. In case of any change in the tax structure/rates by BUYER's Government, only incremental/decremented change will be paid.

**Note 2: IC Certification/ Verification.** In case the vendor fails to certify achieving mandatory IC for the project, 5% of contract value will be withheld till verification of IC in accordance with Para 14 of Appendix B to Chapter I of DAP-2020.

2. For delivery in Single Lot/ Batch if Contract Signed Only With L1 Vendor.

| Sl                                          | Activity               | Delivery Timelines (T <sub>0</sub> + Months) | Quantity                                                                                                                                                                                                                                                                                                                    | Scheme for Payment                                                                                                                                 | Scheme for submission and Return of Advance Payment Bank Guarantees             | Remarks                                                                                                        |
|---------------------------------------------|------------------------|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| 2.1.                                        | Signing of contract    | T <sub>0</sub>                               | -                                                                                                                                                                                                                                                                                                                           | 15% of the base contract price                                                                                                                     | APBG of equivalent amount to be submitted within 45 days of signing of contract | T <sub>0</sub> is the date of signing of contract                                                              |
| <b>On Dispatch of all equipment/ system</b> |                        |                                              |                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                    |                                                                                 |                                                                                                                |
| 2.2.                                        | Main equipment/ system | T <sub>0</sub> + 12 months or earlier        | <b>36 Sets of Jet Based Kamikaze Drone System</b><br>36 Launcher System with Towing/ Carriage Vehicle<br>36 x Drone Carriage Vehicle<br>36 x Warhead Carriage Vehicle<br>36 x Mobile Control Unit (Mission Planning System with Ground Data Terminal & associated equipment)<br>540 x Jet Based Kamikaze Drone with Warhead | 60% of Base Contract price of deliverables on pro rata basis and re- imbursement of 100% taxes and levies excluding cost of training & cost of CMC |                                                                                 | Complete quantity of SMTs/ STEs, Technical Literature and Training Aggregates to be supplied with first batch. |

| Sl                                          | Activity               | Delivery Timelines (To + Months)                                         | Quantity                                                                                                                            | Scheme for Payment                                                                                                                     | Scheme for submission and Return of Advance Payment Bank Guarantees | Remarks                                                                        |
|---------------------------------------------|------------------------|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|--------------------------------------------------------------------------------|
|                                             |                        |                                                                          | 36 x Jet Based Kamikaze Trainer Drone with Inert Warhead<br>6 x Simulator                                                           |                                                                                                                                        |                                                                     |                                                                                |
| 2.3.                                        | MRLS                   | -                                                                        | -                                                                                                                                   | 60% of base contract price of MRLS on pro rata basis and re-imbursement of 100% taxes and levies (less cost of training & cost of CMC) |                                                                     | Delivery to be completed 06 Months before expiry of warranty on pro rata basis |
| 2.4.                                        | ESP less MRLS          | Complete quantity of ESP less MRLS to be supplied with first deliverable | -                                                                                                                                   | 60% of Base Contract Price of deliverables and re-imbursement of 100% taxes and levies (less cost of training & cost of CMC)           |                                                                     |                                                                                |
| <b>On Delivery of all equipment/ system</b> |                        |                                                                          |                                                                                                                                     |                                                                                                                                        |                                                                     |                                                                                |
| 2.5.                                        | Main equipment/ system | To + 12 months or earlier                                                | 36 Sets of Jet Based Kamikaze Drone System<br>36 x Launcher System with Towing/ Carriage Vehicle<br><br>36 x Drone Carriage Vehicle | 20% of Base Contract price of deliverables on pro rata basis (less cost of training & cost of CMC)                                     |                                                                     |                                                                                |

| Sl   | Activity      | Delivery Timelines (To + Months)                                         | Quantity                                                                                                                                                                                                                                                                         | Scheme for Payment                                                                         | Scheme for submission and Return of Advance Payment Bank Guarantees | Remarks                                                                        |
|------|---------------|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|---------------------------------------------------------------------|--------------------------------------------------------------------------------|
|      |               |                                                                          | 36 x Warhead Carriage Vehicle<br><br>36 x Mobile Control Unit (Mission Planning System with Ground Data Terminal & associated equipment)<br><br>540 x Jet Based Kamikaze Drone with Warhead<br><br>36 x Jet Based Kamikaze Trainer Drone with Inert Warhead<br><br>6 x Simulator |                                                                                            |                                                                     |                                                                                |
| 2.6. | MRLS          | -                                                                        | -                                                                                                                                                                                                                                                                                | 20% of base contract price of MRLS on pro rata basis (less cost of training & cost of CMC) |                                                                     | Delivery to be completed 06 Months before expiry of warranty on pro rata basis |
| 2.7. | ESP less MRLS | Complete quantity of ESP less MRLS to be supplied with first deliverable | -                                                                                                                                                                                                                                                                                | 20% of Base Contract Price of deliverables (less cost of training & cost of CMC)           |                                                                     |                                                                                |

| Sl   | Activity                                        | Delivery Timelines (T <sub>0</sub> + Months) | Quantity      | Scheme for Payment                                                    | Scheme for submission and Return of Advance Payment Bank Guarantees | Remarks |
|------|-------------------------------------------------|----------------------------------------------|---------------|-----------------------------------------------------------------------|---------------------------------------------------------------------|---------|
| 2.8. | Training                                        | As per para 17 of RFP                        | -             | 85% of base cost of Training and reimbursement of associated taxes    |                                                                     |         |
| 2.9. | IC Certification and completion of Codification | -                                            | As applicable | Bal 5% of the base contract price less cost of training & cost of CMC | -                                                                   | -       |

**Note 1: Taxes and Duties.** All Indirect Taxes and Duties will be paid at actuals or as indicated in the Commercial bid by the Bidder, whichever is lower. In case of any change in the tax structure/rates by BUYER's Government, only incremental/decremented change will be paid.

**Note 2: IC Certification/ Verification.** In case the vendors fails to certify achieving mandatory IC for the project, 5% of contract value will be withheld till verification of IC in accordance with Para 14 of Appendix B to Chapter I of DAP-2020.

## Appendix K

## EVALUATION CRITERIA AND PRICE BID FORMAT

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

1.1. Only those Bids will be evaluated, which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially. The bidder, whose price is arrived as lowest as per Evaluation criteria given in this Appendix, will be declared as L-1 bidder by Buyer.

1.2. Custom duty on input materials shall not be loaded by the Indian BIDDER in their price bids, if they are exempted under the existing Notifications. In such cases, necessary Custom Duty Exemption Certificate (CDEC) shall be issued by the Buyer. In cases where Custom Duty is not exempted, Basic Custom Duty on input material is to be included in the cost of Basic Equipment, Installation/Commissioning/Integration, MRLS, SMT, STE, ESP and any other item listed at Column (ii) of Para 2 below.

1.3. 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 based on indicative rates of taxes and duties at columns (vi) and (vii) of Para 2 below. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

2. **Price Bid Format.** The Price Bid Format is given below and BIDDER is required to fill this correctly with full details. No column of the Bid format has to be left blank. The clubbing of serials/sub serials to indicate a consolidated cost is not acceptable. Columns of 'quantity', 'unit cost', 'total cost (including all taxes and duties)', 'GST/IGST (%) and Custom Duty (%) are to be filled up with '0', 'positive numerical values' or 'Not Applicable' at every row as applicable. If any column is not applicable and intentionally left blank, the reason for the same has to be clearly indicated in the remarks column.

| Ser | Items                                                      | Qty   | Unit Cost | Total Cost<br>(iii) x<br>(iv) | Indicative Rate of Taxes & Duties used to arrive at Total Cost (as applicable) |                 | Total Cost (including all taxes & duties)<br>(v) + (vi) + (vii) | Remarks |
|-----|------------------------------------------------------------|-------|-----------|-------------------------------|--------------------------------------------------------------------------------|-----------------|-----------------------------------------------------------------|---------|
|     |                                                            |       |           |                               | GST/IGST (%)                                                                   | Custom Duty (%) |                                                                 |         |
| (i) | (ii)                                                       | (iii) | (iv)      | (v)                           | (vi)                                                                           | (vii)           | (viii)                                                          | (ix)    |
| A   | Cost of Basic Equipment. Full breakup details may be given |       |           |                               |                                                                                |                 |                                                                 |         |

|    |                                                                                                                                           |    |  |  |  |  |  |  |
|----|-------------------------------------------------------------------------------------------------------------------------------------------|----|--|--|--|--|--|--|
| A1 | Launcher System (LS) with Towing/ Carriage Vehicle (T/CV) based on 5/ 7.5 Ton 4x4 GS In- Service Vehicle or similar/ better specification | 36 |  |  |  |  |  |  |
|----|-------------------------------------------------------------------------------------------------------------------------------------------|----|--|--|--|--|--|--|

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| Ser | Items                                                                                                                                             | Qty   | Unit Cost | Total Cost<br>(iii) x (iv) | Indicative Rate of Taxes & Duties used to arrive at Total Cost (as applicable) |                 | Total Cost (including all taxes & duties)<br>(v) + (vi) + (vii) | Remarks                                     |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|----------------------------|--------------------------------------------------------------------------------|-----------------|-----------------------------------------------------------------|---------------------------------------------|
|     |                                                                                                                                                   |       |           |                            | GST/IGST (%)                                                                   | Custom Duty (%) |                                                                 |                                             |
| (i) | (ii)                                                                                                                                              | (iii) | (iv)      | (v)                        | (vi)                                                                           | (vii)           | (viii)                                                          | (ix)                                        |
| A2  | Drone Carriage Vehicle based on 5/ 7.5 Ton 4x4 GS In-Service Vehicle or similar/ better specification (01/LS)                                     | 36    |           |                            |                                                                                |                 |                                                                 | Make & Model of the vehicle to be mentioned |
| A3  | Warhead Carriage Vehicle based on 5/ 7.5 Ton 4x4 GS In-Service Vehicle or similar/ better specification (01/LS)                                   | 36    |           |                            |                                                                                |                 |                                                                 | Make & Model of the vehicle to be mentioned |
| A4  | Mobile Control Unit (Mission Planning System with Ground Data Terminal & associated equipment) (01/LS)                                            | 36    |           |                            |                                                                                |                 |                                                                 |                                             |
| A5  | Jet Based Kamikaze Drone with Warhead (15/LS)                                                                                                     | 540   |           |                            |                                                                                |                 |                                                                 |                                             |
| A6  | Jet Based Kamikaze Trainer Drone with Inert Warhead                                                                                               | 36    |           |                            |                                                                                |                 |                                                                 |                                             |
| A7  | Simulators                                                                                                                                        | 06    |           |                            |                                                                                |                 |                                                                 |                                             |
| B   | Cost of <b>Manufacturer's Recommended List of Spares</b> as per the format given at <b>Annexure I</b> to <b>Appendix E.</b>                       |       |           |                            |                                                                                |                 |                                                                 |                                             |
| C   | Cost of <b>Special Maintenance Tools and Special Test Equipment</b> as per format given at <b>Annexure II</b> to <b>Appendix E.</b>               |       |           |                            |                                                                                |                 |                                                                 |                                             |
| D   | Cost of <b>Operator's Manual and Technical Literature</b> including Illustrated Spare Parts List as per <b>Annexure III</b> to <b>Appendix E.</b> |       |           |                            |                                                                                |                 |                                                                 |                                             |

| Ser | Items                                                                                                                                 | Qty   | Unit Cost | Total Cost<br>(iii) x (iv) | Indicative Rate of Taxes & Duties used to arrive at Total Cost (as applicable) |                 | Total Cost (including all taxes & duties)<br>(v) + (vi) + (vii) | Remarks                                                                               |
|-----|---------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|----------------------------|--------------------------------------------------------------------------------|-----------------|-----------------------------------------------------------------|---------------------------------------------------------------------------------------|
|     |                                                                                                                                       |       |           |                            | GST/IGST (%)                                                                   | Custom Duty (%) |                                                                 |                                                                                       |
| (i) | (ii)                                                                                                                                  | (iii) | (iv)      | (v)                        | (vi)                                                                           | (vii)           | (viii)                                                          | (ix)                                                                                  |
| E   | Cost of <b>Training Aids</b> as per <b>Annexure IV</b> to <b>Appendix E</b> .                                                         |       |           |                            |                                                                                |                 |                                                                 |                                                                                       |
| F   | Cost of recommended period of <b>Training</b> excluding the cost of travel and boarding and lodging. As per Para 16 & 17 of this RFP. |       |           |                            |                                                                                |                 |                                                                 |                                                                                       |
| G   | <b>Cost of CMC given year wise breakup</b>                                                                                            |       |           |                            |                                                                                |                 |                                                                 |                                                                                       |
|     | <b>Year 1</b>                                                                                                                         |       |           |                            |                                                                                |                 |                                                                 |                                                                                       |
|     | <b>Year 2</b>                                                                                                                         |       |           |                            |                                                                                |                 |                                                                 |                                                                                       |
|     | <b>Year 3</b>                                                                                                                         |       |           |                            |                                                                                |                 |                                                                 |                                                                                       |
|     | <b>Year 4</b>                                                                                                                         |       |           |                            |                                                                                |                 |                                                                 |                                                                                       |
|     | <b>Year 5</b>                                                                                                                         |       |           |                            |                                                                                |                 |                                                                 |                                                                                       |
|     | <b>Year 6</b>                                                                                                                         |       |           |                            |                                                                                |                 |                                                                 |                                                                                       |
|     | <b>Year 7</b>                                                                                                                         |       |           |                            |                                                                                |                 |                                                                 |                                                                                       |
|     | <b>Year 8</b>                                                                                                                         |       |           |                            |                                                                                |                 |                                                                 |                                                                                       |
| H   | <b>Any other</b> cost (to be specified).                                                                                              |       |           |                            |                                                                                |                 |                                                                 |                                                                                       |
| J   | <b>Freight and Transit Insurance</b> Cost (where applicable).                                                                         |       |           |                            |                                                                                |                 |                                                                 |                                                                                       |
| K   | <b>Total Cost as per serial A to J (in words)</b>                                                                                     |       |           |                            |                                                                                |                 | #                                                               | #This will be used in determining L1 vendor (duly applying provision of Para 1 above) |
| M   | <b>Foreign Exchange component</b> of the proposal.                                                                                    |       |           |                            |                                                                                |                 |                                                                 | This will be with reference to Para 1.2 of Appendix H.                                |
| N   | <b>CDEC (if applicable); its authority and amount for which required</b>                                                              |       |           |                            |                                                                                |                 |                                                                 |                                                                                       |

**Note: 1. Taxes and Duties.** All Indirect Taxes and Duties will be paid at actuals or as indicated in the Commercial bid by the Bidder, whichever is lower. In case of any change in the tax structure / rates by BUYER's Government, only incremental / decremented change will be paid.

2. 'Cost to be mentioned in words, in case of discrepancy between words & figures, amount in words will prevail for calculation of price'.

Appendix L  
(Refers to Para 52 of RFP) **STANDARD**

**CONDITIONS OF RFP LAW**

1. The present Contract shall be considered and made in accordance to the laws of Republic of India.

**ARBITRATION**

(For Indian Private Bidders)

2.1 All disputes or differences arising out of or in connection with the present Contract, including the one connected with the validity of the present Contract or any part thereof, shall be settled by bilateral discussions.

2.2 Any dispute, disagreement or question arising out of or relating to this Contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to the Arbitration Tribunal consisting of three arbitrators.

2.3 Within 60 (Sixty) days of the receipt of the said Notice, one arbitrator shall be nominated in writing by BIDDER and one arbitrator shall be nominated by BUYER.

2.4 The third arbitrator, shall be nominated by the parties within ninety (90) days of the receipt of the notice mentioned above, failing which the third arbitrator may be nominated under the provision of Indian Arbitration and Conciliation Act, 1996 (as amended from time to time) or by dispute resolution institutions like Indian Council of Arbitration or ICADR, at the request of either party, but the said nomination would be after consultation with both the parties. The arbitrator nominated under this Clause shall not be regarded nor act as an umpire.

2.5 The Arbitration Tribunal shall have its seat in New Delhi or such other place in India as may be decided by the arbitrator.

2.6 The Arbitration Proceedings shall be conducted in India under the Indian Arbitration and Conciliation Act, 1996 (as amended from time to time) and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.

2.7 The decision of the majority of the arbitrators shall be final and binding on the parties to this contract.

2.8 Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses of the third arbitrator shall be shared equally by the BIDDER and the BUYER.

2.9 In the event of a vacancy caused in the office of the arbitrators, the party which nominated such arbitrator, shall be entitled to nominate another in his place and the arbitration proceedings shall continue from the stage they were left by the retiring arbitrator.

2.10 In the event of one of the parties failing to nominate its arbitrator within sixty (60) days as above or if any of the parties does not nominate another arbitrator within sixty (60) days of the place of arbitrator falling vacant, then the other party shall be entitled after due notice of at least thirty (30) days to request dispute resolution institutions in India like Indian Council of Arbitration and ICADR to nominate another arbitrator as above.

2.11 If the place of the third arbitrator falls vacant, his substitute shall be nominated according to the provisions herein above stipulated.

2.12 The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

## **ARBITRATION**

(For Defence PSUs)

2.13 In the event of any dispute or In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial Contract (s), between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and its subsequent amendments and the decision of AMRCD on the said dispute will be binding on both the parties.

## **FORCE MAJEURE**

3.1 Should any force majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within 30 (Thirty) days of its occurrence informs in a written form the other party.

3.2 Force majeure shall mean fires, floods, natural disasters or other acts such as war, turmoil, strikes, sabotage, explosions, beyond the control of either party.

3.3 Provided the acts of The Government or any state parties of the Bidder which may affect the discharge of the Bidder's obligation under the contract shall not be treated as Force Majeure.

## **PENALTY FOR USE OF UNDUE INFLUENCE**

4.1 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 for borne to do any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government. 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

relevant sections of Bhartiya Nyaya Sanhita or the Prevention of Corruption Act, 1988 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.

4.2 Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Bidder 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 Bidder 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.

\*\*\*\*

Enclosure I of Annexure I to Appendix L  
(Refers to Para 8.1.2.1 of Annexure I of Appendix L)

EMD BANK GUARANTEE FORMAT

Whereas ..... (hereinafter called the “Bidder”) has submitted their offer dated .....for the supply of ..... (hereinafter called the “Bid”) against the Buyer’s Request for Proposal No. .... KNOW ALL MEN by these presents that WE .....of ..... having our registered office at ..... are bound unto ..... (hereinafter called the “Buyer”) in the sum of .....for which payment will and truly to be made to the said Buyer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... day of.....20.....

The conditions of obligations are:-

- 1. If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- 2. If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
  - 2.1. If the Bidder fails to furnish the Performance Security for the due performance of the contract.
  - 2.2. Fails or refuses to accept/execute the contract.
- 3. If the bidder violates Pre-Contract Integrity Pact.

WE undertake to pay the Buyer up to the above amount upon receipt of its first written demand, without the Buyer having to substantiate its demand, provided that in its demand the Buyer will note that the amount claimed by it is due to it owing to the occurrence of above-mentioned conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of 18 months/ contract signing whichever is later and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the authorized officer of the Bank) Name  
and designation of the officer  
Seal, name & address of the Bank and address of the Branch

Enclosure II of Annexure I to Appendix L  
(Refers to Para 8.1.2.2 of Annexure I of Appendix L)

[Note: Upon receipt of the executed copy of the Performance-cum-Warranty Bond, MOD may write to the concerned insurance company to ascertain its authenticity and validity.]

BID SECURITY (INSURANCE SURETY BOND)

BOND NUMBER: [•]  
DATED: [•]

To,  
[Name of the authorized personnel of the Authority], [Name  
of the Authority],  
Government of India.  
[Address of the Authority]

Dear Sir/Madam,

1. In consideration of you, [name of the Authority], Government of India, having its office at [address of the Authority], (hereinafter referred to as the “**BUYER**”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the bid of [name of the bidder], a [details of bidder’s legal status] registered under [description of law under which the bidder is incorporated] and having its registered office at [address of the bidder] (hereinafter referred to as the “**BIDDER**”, which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and assigns) for the supply of [details of the goods/service to be procured] pursuant to the Request for Proposal bearing number [details of the RFP] dated [date of the RFP] (hereinafter referred to as the “**RFP**”), we, [name of the insurance company], a [details of insurance company’s legal status] incorporated under [description of law under which the bidder is incorporated] registered as [description of the insurance company’s legal status] under [description of law under which the entity is registered as in insurance company], and having registered office at [address of the insurance company] (hereinafter referred to as the “**SURETY**”, which expression shall unless it be repugnant to the subject or context thereof include our successors and assigns), do hereby, in terms of Clause 8.1 of the Pre-Contract Integrity Pact of the RFP, irrevocably, unconditionally and without reservation discharge the liability for the due and faithful fulfilment and compliance of the terms and conditions of the RFP, including obligations set out in paragraph 5 herein below, by the BIDDER and unconditionally and irrevocably undertake to pay forthwith to the BUYER an amount of INR/USD/EUR/GBP/JPY/AUD/SGD [bond value] INR/USD/EUR/GBP/JPY/AUD/SGD [bond value in words] only (hereinafter referred to as the “**BOND VALUE**”), as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the BIDDER if the BIDDER shall fail to fulfil or comply with all or any of the terms and conditions contained in the RFP including obligations set out in paragraph 5 hereinbelow. [DSK Note: Relevant placeholders to be populated.]

2. Any such written demand made by the BUYER stating that the BIDDER is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP including obligations set out in paragraph 5 herein below, shall be final, conclusive, and binding on the SURETY.
3. We, the SURETY, do hereby unconditionally undertake to pay the amounts due and payable under this BOND without any demur, reservation, recourse, contest or protest and without any reference to the BIDDER or any other person and irrespective of whether the claim of the BUYER is disputed by the BIDDER or not, merely on the first demand from the BUYER stating that the amount claimed is due to the BUYER by reason of failure of the BIDDER to fulfil and comply with the terms and conditions contained in the RFP including obligations set out in paragraph 5 herein below. Any such demand made on the SURETY shall be conclusive as regards amount due and payable by the SURETY under this BOND. However, our liability under this BOND shall be restricted to an amount not exceeding INR/USD/EUR/GBP/JPY/AUD/SGD [bond value] (INR/USD/EUR/GBP/JPY/AUD/SGD [bond value in words] only).
4. This BOND shall be irrevocable and remain in full force for 18 (eighteen) months or till the date of signing of the Contract, whichever is later], exclusive of a claim period of 45 (forty-five) days and shall continue to be enforceable till all amounts under this BOND have been paid. [DSK Note: Relevant placeholder to be populated.
5. We, the SURETY, further agree that the BUYER shall be the sole judge to decide as to whether the BIDDER is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP, including, inter alia:
- 5.1. [withdrawal, amendment, impairment, or derogation from the BID in any respect within the period of validity of the RFP,
  - 5.2. if, having notified of the acceptance of the BID, failure to furnish the Performance Security for due performance of the RFP,
  - 5.3. of, having notified of the acceptance of the BID, failure to accept / execute the Contract, and
  - 5.4. Violation of the terms of the Pre-Contract Integrity Pact],
- and the decision of the BUYER that the BIDDER is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the BUYER and the BIDDER or any dispute pending before any court, tribunal, arbitrator, or any other quasi-judicial entity. [MOD to check and confirm the conditions for forfeiture.]
6. The BOND shall not be affected by any change in the constitution or winding up of the BIDDER or the SURETY or any absorption, merger or amalgamation of the BIDDER or the SURETY with any other person.

7. In order to give full effect to this BOND, the BUYER shall be entitled to treat the SURETY as the Principal Debtor on behalf of the SELLER. The BUYER shall have the fullest liberty, without affecting in any way the liability of the SURETY under this BOND from time to time, to vary any of the terms and conditions contained in the said RFP, and the SURETY shall not be released from its liability under these presents by any exercise by the BUYER of the liberty with reference to the matter aforesaid or by reason of time being given to the said BIDDER or any other forbearance, act or omission on the part of the BUYER or any indulgence by the BUYER to the said BIDDER or by any change in the constitution of the BUYER or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the SURETY from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the SURETY and sent by courier or by registered mail to the SURETY at the address set forth herein.

9. We, the SURETY, undertake to make the payment on receipt of your notice of claim on us addressed to [name of authorised personnel of the insurance company] and delivered at our

above address which shall be deemed to have been duly authorised to receive the said notice claim.

10. It shall not be necessary for the BUYER to proceed against the BIDDER before proceeding against the SURETY and the BOND herein contained shall be enforceable against the SURETY, notwithstanding any other security which the BUYER may have obtained from the BIDDER or any other person and which shall, at the time when proceedings are taken against the SURETY hereunder, be outstanding or unrealized.

11. We, the SURETY, further undertake not to revoke this BOND during its currency except with the previous express consent of the BUYER in writing.

12. We, the SURETY, declare that we have the power to issue this BOND and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this BOND.

13. For the avoidance of doubt, the SURETY's liability under this BOND shall be restricted to INR/USD/EUR/GBP/JPY/AUD/SGD [bond value] (INR/USD/EUR/GBP/JPY/AUD/SGD [bond value in words] only. The SURETY shall be liable to pay the said amount or any part thereof only if the BUYER serves a written claim on the SURETY in accordance with paragraph 9 thereof, [on or before 18 (eighteen) months or the date of signing of the Contract, whichever is later exclusive of a claim period of 45 (forty-five) days].

14. This BOND shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in New Delhi shall have jurisdiction over all matters arising out of or relating to this BOND.

Signed and delivered by [•]

## Appendix M

(Covering Letter)

## COMPOSITION OF JET BASED KAMIKAZE DRONE SYSTEMS AND TOTAL QUANTITIES OF MAJOR EQUIPMENT

| Ser | Item/ Equipment                                                                                                                           | Total Quantity |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1.  | Launcher System (LS) with Towing/ Carriage Vehicle (T/ CV) based on 5/7.5 Ton 4x4 GS In- Service Vehicle or similar/ better specification | 36             |
| 2.  | Drone Carriage Vehicle based on 5/ 7.5 Ton 4x4 GS In-Service Vehicle or similar/ better specification (01/LS)                             | 36             |
| 3.  | Warhead Carriage Vehicle based on 5/ 7.5 Ton 4x4 GS In-Service Vehicle or similar/ better specification (01/LS)                           | 36             |
| 4.  | Mobile Control Unit (Mission Planning System with Ground Data Terminal & associated equipment) (01/LS)                                    | 36             |
| 5.  | Jet Based Kamikaze Drone with Warhead (15/LS)                                                                                             | 540            |
| 6.  | Jet Based Kamikaze Trainer Drone with Inert Warhead                                                                                       | 36             |
| 7.  | Simulators                                                                                                                                | 06             |

## Appendix N

### DOCUMENTS TO BE SUBMITTED BY THE BIDDER ALONG WITH THEIR TECHNO-COMMERCIAL PROPOSALS

The list of documents which needs to be mandatorily submitted by the Bidders as part of Technical Proposal are placed below. Non-submission of the documents may result in disqualification of the Bidder from the bidding process.

| Ser No. | Reference                                 | Document Description                                                                           |
|---------|-------------------------------------------|------------------------------------------------------------------------------------------------|
| 1       | Para 5.1 of RFP                           | Declaration by Bidder : Debarment of Bidders                                                   |
| 2       | Para 7 of RFP                             | Indigenous Content                                                                             |
| 3       | Para 18 of RFP                            | Declaration by Bidder : Government Regulation                                                  |
| 4       | Para 19 of RFP                            | Declaration by Bidder : Patent Rights                                                          |
| 5       | Para 21 of RFP                            | Declaration by Bidder : Fall Clause                                                            |
| 6       | Para 28 of RFP                            | Technical document covering performance parameters.                                            |
| 7       | Appendix B                                | Compliance Table                                                                               |
| 8       | Appendix C                                | Warranty Clause                                                                                |
| 9       | Appendix D                                | Certificate for complying with Restrictions Under Rule 144(xi) of General Financial Rules-2017 |
| 10      | Appendix E                                | Certificate: Malicious Code                                                                    |
| 11      | Annexure I to Appendix F                  | Manufacturer's Recommended List of Spares (MRLS)                                               |
| 12      | Annexure II to Appendix F                 | List of SMT/STEs, Jigs and Fixtures                                                            |
| 13      | Annexure III to Appendix F                | Technical Literature                                                                           |
| 14      | Annexure IV to Appendix F                 | Training Aggregates                                                                            |
| 15      | Appendix H                                | Quality Assurance Instructions                                                                 |
| 16      | Appendix K                                | Evaluation Criteria and Price Bid Format                                                       |
| 17      | Enclosure I of Annexure I to Appendix L   | EMD Bank Guarantee Format                                                                      |
| 18      | Enclosure II of Annexure II to Appendix L | Format of Insurance Surety Bond for EMD                                                        |

## Appendix O

## GLOSSARY

|      |                                         |
|------|-----------------------------------------|
| AoN  | Acceptance of Necessity                 |
| ATP  | Acceptance Test Procedure               |
| CNC  | Contract Negotiation Committee          |
| DGQA | Director General of Quality Assurance   |
| DAP  | Defence Acquisition Procedure           |
| ESP  | Engineering Support Package             |
| pGoI | Government of India                     |
| IC   | Indigenous Content                      |
| IM   | Indigenously Manufactured               |
| IP   | Integrity Pact                          |
| EMD  | Earnest Money Deposit                   |
| LRU  | Line Replaceable Unit                   |
| MoD  | Ministry of Defence                     |
| MRLS | Manufacturer Recommended List of Spares |
| NCNC | No Cost No Commitment                   |
| OEM  | Original Equipment Manufacturer         |
| OTE  | Open Tender Enquiry                     |
| PCIP | Pre Contract Integrity Pact             |
| QA   | Quality Assurance                       |
| RFP  | Request for Proposal                    |
| SPB  | Services Procurement Board              |
| SHQ  | Service Headquarters                    |
| TEC  | Technical Evaluation Committee          |