



**NOTICE INVITING TENDER FOR
TRUNKY BASIS**

For

Replacement of 40 ku-band LT WT manportable suitcase based SATL terminals with hub system with 40 high throughput SATL(HTS) based terminals with hub system each for NC & EC through OCPP

Ref: ITI/2025-26/Def/Mktg/40KU

ITI LIMITED

(A Govt. of India Enterprise)

Defence-Marketing

**ITI Limited, First Floor, Core 6,
Scope Complex, Lodi Road, New Delhi-110003**

website: <https://www.itiltd.in/>

Email: skumar_bcdel@itiltd.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 would like to address the tender on turnkey basis for Replacement of 40 ku-band LT WT man portable suitcase based SATL terminals with hub system with 40 high throughput SATL(HTS) based terminals with hub system each for NC & EC through OCPP. In this connection ITI Limited, invites sealed tender from eligible bidders for addressing the above tender opportunity and implementing the project as per their scope of work finalized with ITI.

2. Important Dates.

Date of tender Upload	20-04-2026
Due Date for tender Submission	04-05-2026 up to 11:00 AM
Estimated Cost (Approx.)	Rs.3448200000/-
Technical Specification	As per mentioned in GeM Bid- GEM/2026/B/7427461 Dated: 09-04-2026
Pre Empanelment Queries/Pre Bid meeting	NO
ITI Contact Person	Mr.Sandeep Kumar, DGM-Projects Email:-skumar_bcdel@itilttd.co.in https://www.itilttd.in Helpdesk: Mr.Faiz Ahmad Khan, AEE-Projects e-mail: faizahmad_nsu@itilttd.co.in
Tender Fee	Rs. 5,000/-+ Rs. 900/- = Rs. 5,900/-(Non-Refundable)
Earnest Money Deposit (EMD)	Rs.68964000
PBG/Security Deposit/e-PBG	5%
Duration of e-PBG required (Months)	50
All other additional terms and Condition	As mentioned in Bid document.

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 Bank: State Bank Of India, Industrial Finance Branch, Residency Road, Bangalore-560025 MICR: 560002059 IFSC: SBIN0009077 A/C No.: 10637729843 EMD may also accepted in the form of BG
Mode of submission	Thru ITI e-tender portal https://itilimited.ewizard.in/ .

3. Tender Scope of work & Technical compliance:-

As per Tender Reference/Bid Number: GEM/2026/B/7427461 Dated: 09-04-2026 ITI inviting TENDER/BID Replacement of 40 ku-band LT WT man portable suitcase based SATL terminals with hub system with 40 high throughput SATL(HTS) based terminals with hub system each for NC & EC through OCPP.All the technical specification must compliance as per customer bid.

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".

- 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.
- 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.
- 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.
- 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.
- After registration send mail to Helpdesk: helpdeskeuniwizarde@gmail.com for Account activation.
- As per portal norms Registration Fee will be applicable.

b. TENDER DOCUMENTS SEARCH:

- 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.
- 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.

5(i)	EligibilityCriteriaofApplicants
a	<p><u>CompanyProfile:</u></p> <p>The Bidder shall be a Company incorporated /registered in India under Companies Act 1956/2013/ proprietorship/ partnership firm/ Limited Liability Partnership (LLP) and should be in operations continuously for at least 5 years as on the last date of submission of bid.</p> <ol style="list-style-type: none"> 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. 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. 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.
b	<ol style="list-style-type: none"> a) Minimum average Turnover during each of the last three financial years (2022-23, 2023-24 and 2024-25), should be at least 6896 Lakh (s). b) OEM average Turnover during each of the last three financial years (2022-23, 2023-24 and 2024-25), should be at least 6896 Lakh (s). c) Net Worth of the bidding entity during each of the last three financial years (2022-23, 2023-24 and 2024-25) should be in positive. d) The Bidder shall submit copy of Audited statements/CA certificate for last three years should be submitted along with technical proposal.
c	<p>For Replacement of 40 ku-band LT WT man portable suitcase based SATL terminals with hub system with 40 high throughput SATL(HTS) based terminals with hub system each for NC & EC through OCPP .For more details refer to scope of work as per GeM BID Documents.</p>
d	<p>The bidder should not have been blacklisted or debarred by any Pvt Ltd/State / Central Government or their agencies or Public Sector Undertakings (PSUs) as on bid submission date for corrupt, fraudulent or any other unethical business practices or for any other reason.</p> <p>Undertaking as per the format attached in Annexure-I duly signed by authorized signatory of bidder.</p>
e	<p>All the applicable annexures and documents is as per customer BID.</p>
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 Appendix-B. All the above sites/solution & technical specifications must be complied with the original GeM Tender.</p>
g	<p>Undertaking for willingness to work with ITI as per customer tender etc. terms and conditions.</p>
h	<p>EMD (Back to Back Basis):</p> <p>The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.EMD of unsuccessful bidders should</p>

		be returned back once the contract is finalized. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.
	i	Undertaking expressing willingness to sign agreement with ITI.
	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
	k	Consortium is not allowed. Bid splitting not applied. No part bidding allowed.
	l	ITI reserve the right to reject /cancel the bid at any time without assigning any reason.
	m	The agency should have successfully completed similar works(definition of similar Work should be clearly defined) during the last 7 Years ending last day of the month Previous to the one in Which bids are received as indicated below: i. Three similar completed works each costing not less than 20% Of the estimated cost of work. OR ii. Two similar completed works each costing not less than 25% of the estimated cost of work OR iii. One similar completed work costing not less than 40% of the estimated cost of work. Similar Work:- The bidder/OEM must have the experience in the same field as mentioned in work scope and technical specification.
	n	Our company reserves the right that if any product, service or equipment is being manufactured in ITI limited , its supply and service must be provided to us by the vendor.
5(ii)		General : Provide Compliance for the following
		YES/NO
	a	All activities like Proof of concept on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of bidders
	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	LD Clause: LD shall be as per ITI Clauses (@ 0.5% of order value per week or part thereof subject to a maximum of 10% of the undelivered portion/ the order value (if the item(s) cannot be used unless full supply is made) or to cancel the order and purchase the materials from alternative source at the risk and cost of the supplier) OR as per the customer PO/tender clause whichever is higher.
	f	Payment Terms: a) Payment terms will be as per back to back basis. b) Payment to the vendor shall be done after deduction of all i. LD/recoveries imposed by customer (if any) ii. ITI's margin

	g	The bidder shall give an undertaking for the following: a. To extend end to end support of partnership b. To support ITI and bid in this tender with ITI as lead bidder c. To support ITI for preparation of the tender, post bid clarifications, technical presentations and any other requirements as per tender.	
	h	Delivery Schedule: Delivery Schedule as per the customer Bid/Tender/ PO on back-to-back basis.(if applicable)	
	i	Consignee Details: 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	
	k	Bidder should not be insolvent (Self Declaration).	
	l	ITI reserve the right to reject or cancel the bid at any time without assigning any reason.	
5(iii)		Checklist of documents/information to be submitted:	
	a	Company Profile	
	b	Certificate of Incorporation a per clause 5(i)(a)	
	c	Memorandum & Articles of Association	
	d	Audited financial statements for the last 3 years (FY 2022-23, 2023-24 & 2024-25).	
	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 a) "Bidders participating in the tender have to agree to sign Integrity Pact on placement of order / contract" b) "Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening"	

	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	Bidder shall submit technical data sheet by highlighting each complied specification. Wherever technical specifications and operational/functional requirements not mentioned in datasheet, OEM compliance shall be submitted.
	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 https://itilimited.euniwizarde.in portal will be accepted and no physical bids will be accepted.
5(iv)		Financial Bid:
		<p>L1 Evaluation Method:</p> <p>A- Lump sum Quote for supply and service items as per Schedule of Requirements (SoR) and Scope of Work (SoW) in INR (without Taxes)</p> <p>B- Margin to ITI as a percentage of A</p> <p>C - Absolute value of Margin = A*B</p> <p>D- Overall Quoted price=A-C</p> <ul style="list-style-type: none"> • During evaluation bidders with least "D" will be considered as L1. • The bid having higher value of "B" will be selected in case of tied D. • 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" <p>SoR & SoW Was as per Tender document and all clarifications & Amendments/Corrigendum</p>

09. 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 bidder, who has partnered with ITI for a particular tender/ project shall not partner with any other lead bidder for the same tender/project
- c. If the bidder is selected, during the final tender submission, the margin offered to ITI shall not be less than the quoted price.

10. 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 bidder, who has partnered with ITI for a particular tender/ project shall not partner with any other lead bidder for the same tender/project
- 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 work order for the actual RFP will be awarded based on the ratio of the bidder's quoted amount to the revised estimated project value, as compared to the initial estimated value stated in this document."
- f. The requisite final solution to all the supplied equipments/Services must be end to end support till final solution as per RFP clause.

11. 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.

12. 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.

13. Fall Clause:

Fall clause is a price safety mechanism in rate contracts. The fall clause provides that if the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods or services following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly.

The provisions of fall clause will however not apply to the following:

- i. Export/Deemed Export by the supplier;
- ii. Sale of goods or services as original equipment prices lower than the price charged for normal replacement;
- iii. Sale of goods such as drugs, which have expiry date;
- iv. Sale of goods or services at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

14. Price Variation

A suitable price variation formula should also be provided in the tender documents, to calculate the price variation between the base level and scheduled delivery date.

15. Risk Purchase

If the empanelled partner fails to adhere to the quality norms, delivery schedules and other terms and conditions contained in this Tender after acceptance of purchase order and if no agreement is reached on the revised delivery schedule maximum up to 15 Business Days, then buyer shall have the liberty to procure the material from an alternate source at the Empanelled partner's risk and cost, and the Empanelled partner shall be liable to make good the loss incurred by Buyer in this process

16. Indemnity:

The empanelled partner to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer. LD/ Penalties incurred on account of delay in supply, product failure during warranty if any and deficiency in Warranty and AMC services attributable to the partner shall be borne by the partner All terms and conditions of the customer tender/PO will be applicable to the empanelled partner on back to back basis without affecting the margin of ITI.

17. 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.

18. Set Off:

Any Sum of money due and payable to the supplier under this contract may be appropriated by the purchaser or any other person contracting through the ITI and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the purchaser.

19. The interested partner may like to discuss the customer tender related information, TENDER Bidding Conditions, Bidding Process and clarifications, if any with the Deputy General Manager-Marketing

20. 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.

21. 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.

22. In the event that ITI is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder selected partner/OEM at latter's cost and expenditure.

23. 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.

24. 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, and to annul the bidding process and reject all bids, 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.

25. 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.

26. 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.

27. Accessibility of TENDER Document:

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

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

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

M/sdo here by undertake the following

1. Are not blacklisted by Central Govt./ any State or UP Govt/ PSU/ organized sector in India
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)	2022-23	2023-24	2024-25
5.	IT Turnover for 3 financial years (Rs in Cr)	2022-23	2023-24	2024-25
6.	Positive Net Worth as on 31.03.2025			
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: Annexure IV			

13.	Certifications details like ISO or any other certification as per requirements of Customer.	
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Annexure-III

Compliance Statement

Sl. No.	Clause No.	Clause	Compliance (Complied/Not Complied)	Remarks with Documentary Reference

Annexure- IV

Project Experience

Sl. No.	Name of project	Value	Name of customer	Attached Proof	Documentary

INTEGRITY PACT

TENDER No.

THIS Integrity Pact is made on.....day of 2025.

BETWEEN:

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore – 560 016 and established under the Ministry of Communications, Government of India (hereinafter called the Principal), which term shall unless excluded by or isrepugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall also include its successors and assigns) ON THE ONE PART

AND:

..... represented by Chief Executive Officer (hereinafter called the Contractor(s), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the contractor ON THE SECOND PART.

Preamble:

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

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will **monitor** the tender process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the Tender Documents and contract between the parties.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITNESSETH AS UNDER:

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 for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
- b. The Principal will, during the TENDER process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the TENDER process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/ additional information through

which the bidder(s) could obtain an advantage in relation to the TENDER process or the contract execution.

- c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER / CONTRACTOR

- 2.1 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the TENDER process and during the 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 of the Principal's employees involved in the TENDER process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the TENDER process or during the execution of the contract).
 - b. The bidder(s)/contractor(s) will not enter with other bidders/ contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s) f Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make 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 and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
 - g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS

If the Bidder(s)/Contractor(s), during TENDER process or before the award of the contract or during

execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/Contractor(s) from the TENDER process.

If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future TENDER/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

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

A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that based on facts available there are no material doubts.

The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.

On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.

Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/Contractor(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 – PREVIOUS TRANSGRESSION

4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the TENDER process.

4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the TENDER process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

SECTION 5 – COMPENSATION FOR DAMAGE

5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the TENDER process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart

from any other legal that may have accrued to the Principal.

5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.

6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/sub-empanelled partner(s)/ 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(s) of the provisions laid down in the Integrity Pact Agreement by any of its subcontractors/ sub-empanelled partners / associates.

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

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/CONTRACTORS

7.1 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or subcontractor/ sub-empanelled partner/associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the principal has substantive suspicion in this regard, the principal will inform the same to 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) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

Details of IEM appointed by ITI are as under:

Name: Shri Atul Jindal IFS (Retd.),
Independent External Monitor (IEM)

Address- 3/10 Vishesh Khand Opp. Little Friend School Gomti Nagar,
Lucknow-226010(UP)

E-mail: atulindia1947@gmail.com

IEM – II

Shri Benny John, IRS (Retd.),
Villa No. 36, Kent Plam Villas,
Fort Valley Township, Athani,
Kakkanad, Ernakulam,
Kerala – 682 030

- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- 8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within toWeeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7 The word 'Monitor' would include both singular and plural.

SECTION 9 - FACILITATION OF INVESTIGATION

- 9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

SECTION 10 - LAW AND JURISDICTION

- 1.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall the seat of the Principal.
- 1.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

SECTION 11 – PACT DURATION

This Pact begins when both the parties have legally signed it. It expires after 1 year on completion of the warranty/ guarantee period of the project /work awarded, to the fullest satisfaction of the Principal.

If the Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s)/Contractor(s).

If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 12 - OTHER PROVISIONS

12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate office of the Principal at Bengaluru.

12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.

12.3 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.

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

12.3 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with interpretation thereof shall not be subject to any Arbitration.

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

In witness whereof the parties have signed and executed this Pact at the place date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation

Name Designation

Witness

1.

1.

2.

2.

TECHNICAL SPECIFICATIONS: REPLACEMENT OF 40 KU-BAND LT WT MAN-PORTABLE SUITCASE BASED SATELLITE TERMINALS WITH HUB SYSTEM WITH 40 X HIGH THROUGHPUT SATELLITE (HTS) BASED TERMINALS WITH HUB SYSTEM EACH FOR NC AND EC

1. **Background.** Proj "40 Ku-Band Lt Wt Manportable Suitcase Based Satl Ters with Hub System", was commissioned in 2014 with 40 Ku-Band Ters and hub loc at Meerut (Dabathwa). Ibid Nw has been critical for provn of robust, secure and dist agnostic comn to remote and inhospitable trns along Northern Borders. Due to technology upgrade, critical baseband components of this proj are declared EOL by the OEM. Due to this, OEM sp for these core components will not be available, resulting in obsolescence of this op critical nw.
2. **Emerging Technology: High Throughput Satl (HTS) Services.** The Satl comn domain is under paradigm shift from conventional SATCOM to HTS services. The HTS services are based on spot beams and freq re-use technology. As on date, three ISRO satl are providing HTS comn services in Ku-Band (i.e. GSAT-11, 19 and 29). While, GSAT-11 and GSAT-19 are fully occupied, NSIL, vide their mail dated 03 May 2024 have confirmed availability of Ku-Band bandwidth on GSAT-29.
3. **HTS Satl: GSAT 29.** As emerging from GSAT-29 coverage map fwd vide NSIL mail dated 24 Apr 2024, two overlapping user and hub beams provide exclusive comn coverage on Northern and North-Eastern regions. This implies that a regional hub in respective regional beam will cater for Ku-Band HTS terminals loc in given coverage beam. As per NSIL inputs, designated hubs can be loc anywhere within hub beam coverage. Apropos, based on the coverage pattern of GSAT-29, it is proposed to est regional hub with 40 terminals, each in Northern and Eastern Command.
4. **Proposal.** It is proposed to upgrade existing Proj "40 Ku-Band Lt Wt Manportable Suitcase Based Satl Ters with Hub System" with 40 HTS based terminals with hub system, each for NC and EC based on coverage pattern of GSAT-29.
5. **Tech QR.** The tech QR of proposed Nw are as under: -

5.1. **GSAT 29: Satl Parameters.**

S No	Parameter	Specification
5.1.1.	Uplink Frequency Range	13750-14000 MHz
5.1.2.	Downlink Frequency Range	12250-12500 MHz
5.1.3.	Uplink/Downlink Polarization	Linear (H/V)
5.1.4.	Saturated EIRP Over 60% coverage Over 100% coverage	>60.5 dBW >59 dBW
5.1.5.	Receive G/T Over 60% coverage Over 100% coverage	>13.5 dB/ K >11 dB/ K
5.1.6.	Operational Saturation Flux Density Range	-96 + 2 dBW/ m2 (Variable attenuator between 0 to 16 dB)
5.1.7.	Number of transponders	02 each for Northern and North-Eastern Region.
5.1.8.	Transponder Bandwidth	225 MHz/ transponder in each polarisation



5.2. **HTS Ters.** The ruggedized HTS terminals are proposed in Fly-Away form-factor with capb to sp fast dply, portability and op in extreme trn and climatic conditions. The terminals should be compatible with IPE (BFE), for end-to-end over the air encryption. The Ters should sp Bandwidth-on-Demand architecture. The proposed Nw architecture should be scalable to cater for the current and future reqmts.

5.3. **Hub System.** Based on GSAT-29 coverage pattern, regional hubs are proposed in Northern and North-Eastern region in the AoR of NC and EC respectively. The hubs should be capb to sp min 200 terminals from day one. The Hub System and remote satellite terminals should sp MFTDMA technology on Inbound and DVB-S2x on Outbound in Ku x Ku config. Following parameters are proposed for Link Budgeting and Hardware and software estimation at Hub:-

5.3.1. MIR for 40 % of sites – Min **35-40 Mbps or better.**

5.3.2. CIR for 60 % of sites – Min **16-20 Mbps or better.**

5.3.3. Concurrency Factor – 30 % (on MIR).

5.4. **Digital Earthing System.** Proposed Digital Earthing System should be able to provide reliable earthing for the system to be able to operate the communication system in all terrain conditions (rocky/ poor soil/ icy). The communication sets are to maintain loop earth resistance ≤ 2 ohm, earth to neutral voltage ≤ 5 volt.

5.5. **Encryption.** The terminal to have SAG graded BFE with G4 encryption at Hub & remote terminals at the time of delivery. The sole responsibility of integration will be of SELLER with necessary assistance from BUYER.

5.6. **Cyber Security.** The proposed solution to be cyber security complaint as per Indian Army Cyber Security Policy-2023 throughout the life cycle of the network, including mitigation of over the air TRANSEC vulnerabilities.

6. Man-Portable (Fly-away) Satl Ters.

6.1. Antenna System.

Parameter	Specification
Freq Band	To sp upper and lower Ku band
Reflector Size	≥ 1.8 mtr
Polarisation	Linear or better
Rx Gain	Mid band 45dBi or better
Tx Gain	Mid band 46 dBi or better
Tx Frequency	As per GSAT 29 Tech Specs
Rx Frequency	As per GSAT 29 Tech Specs
EIRP capability	More than 50 dBW or better
Cross polar rejection	> 29 dB on axis (within 1dB cone) or better
Azimuth range	$\pm 200^\circ$ or better
Elevation range	$5^\circ - 90^\circ$ or better
Polarisation range	90° or better
Deployment and set up time	Total Setup & Acquisition time: up to 30 Min. or better
Operating humidity	95% non-condensing or better
Operational Wind Speed	45 Km/Hr or better with Pointing accuracy: Better than ± 0.2 deg or Max 2 dB pointing loss for operational wind speed or better (Test results for the same to be provided by OEM)



Parameter	Specification
Power Supply	AC 220V (+10%, -20%) / DC 24/48 V (for the terminal only) or better
Antenna Control	Auto positioning through GPS along with automatic control, electronic compass & inclinometer. or better
Specification of boxes	The size of each box should be portable by a 2-man team. The boxes should have proper handle and latches with locking device and should not damage the equipment during accidental fall. It should be in consonance with Mil Std 810G.
Antenna physical specifications	The antenna should be lightweight and foldable. The size of the man pack terminal antenna dish has to be as small as possible but large enough to fulfil the GSAT-29 requirements as well as not causing interference when operating in a uniform 2° satellite signal in minimum time. Antenna control to be automatically control and the antenna has motorized positioning with integration with ACU and BTR (ACU & BTR facility to be provisioned along with antenna in compliance with OPENAMIP protocol or better) with ACU modes: Manual, Auto peak, & Step-track.
Maximum operating altitude	Up to 4500 meters or better.

6.2. BUC (Terminal).

Parameter	Specification
Frequency of operation	To support upper and lower Ku band
Output Power	Min 40W PSat (46dBm) or better (with AC Power Supply)
Conversion Gain	60 dB or better
Interface	Input – N(F) Output – WR-75 or better.

6.3. LNB (Terminal).

Parameter	Specification
Frequency of operation	Full Ku Band Support for INTERNAL / EXTERNAL 10 MHz reference.
Conversion Gain	Min 55 dBm or better
Interface	Input – WR-75 Output – N(F) or better

6.4. Terminal Satellite Modem.

Parameters	Specifications
Network topology	Star
Access method	Forward: DVB-S2x or better with ACM Return: MF-TDMA or better with ACM
Modulation	Downstream: Up-to 64APSK or better. Upstream: Up-to 16APSK or better
Symbol Rate	Forward: Upto 476MSPS or better Return: Upto 24 MSPS or better
IF Tx frequency	950 to 2400 MHz or better
Data Interfaces	Fast Ethernet or better



Parameters	Specifications
	4 x Ethernet 10/100/1000BaseT LAN Ports
Security	Provision for authenticating remote modem based on serial No/ unique ID bases with Hub Modem to avoid unauthorized access to rogue systems with compliance to X.509 or better. Mitigation of over the air TRANSEC vulnerabilities
	Authentication between hubs and remotes should be possible using X.509 digital certificates exchange. Masked Values of Remote Station's LAT/LONG to be exchanged over the air. Provision to load user generated certificates should be available. User control should be available over process of certificate
Additional Features	<ul style="list-style-type: none"> Built-in Automatic Uplink Power Control. Frequency and Timing Control. Open AMIP Protocols to support Lat/ Long update and other Mobility features with Antenna system.

7. Terminal Networking Requirements.

7.1. **NMS.** All major communication subsystems should be remotely manageable in terms of configuration, operation and maintenance through Network Management System.

7.2. **Networking.** Router to be supplied with each terminal for integration with Army Network (ADN, NFS or any equivalent Nw). Router to be supplied with requisite port (incl spare ports for future integration). LAN should be extended up to distance as per respective IEEE standard. All cabling and associated accessories should be included for integration.

7.3. **VOIP.** Requisite no of COTS IP phones should be supplied.

7.4. **Interface.** The system should support optical & Ethernet interface for its integration with ADN.

7.5. **Laptop.** One Industrial grade Laptop for each terminal for data transfer and subsystems remote management along with software (Windows, MS office and Anti-Virus) should be provided.

8. **Terminal Network Accelerator.** The Technical specifications of Network Accelerator are as given below:-

S No	Parameters	Specifications
8.1.	Supports TCP Acceleration	Yes
8.2.	Data Rate (Tx+Rx)	Up to 300 Mbps or better
8.3.	Number of optimized sessions	20,000 or better
8.4.	Compression	Should support both Header and Payload compression with TCP acceleration and Header and Payload compression of GRE tunneled packets or better and SNMP V- 2& 3.0 support.



9. **Terminal Router with 24 port PoE & VoIP Gateway.** The Router should have the following configuration: -

S No	Parameters	Specifications
9.1.	Port Configuration	Min 24 x Nos. 10/100/1000 BaseT Ports, 02xNo. of 1G Optical Ethernet Port & 4 Nos. FXS Ports or better
9.2.	VoIP Protocols	SIP/ H.323 or better
9.3.	Audio Codecs	G.729a (8kbps) G.723.1 (5.3/6.4 kbps) or better
9.4.	Fax Support	up to G3 fax, using T.38 or better
9.5.	Call Quality	Adaptive jitter removal Comfort noise generation Silence suppression 802.1Q VLAN tagging Differentiated Services (DiffServ) Type of Service (ToS) QOS statistics reporting Echo cancellation (G.168 up to 128ms)
9.6.	Router should Support SRST feature	

10. **Rugged Packaging Box.** The Rugged Packaging Box with Man- portable/Suitcase fly away Satcom terminal should accommodate all the items. All the items should be pre-installed in requisite packaging boxes. The Antenna and accessories should be having packaging box for storage and overall weight of the terminal should be less than < 350 Kgs including boxes.

11. **UPS.**

S No	Parameter	Specification
11.1.	Input Power	Single Phase AC supply as per Indian standard
11.2.	Output Power	Single Phase AC Supply as per Indian standard
11.3.	Efficiency	> 90 % or better
11.4.	Battery Backup	Up to 30 mins or better on operational load

12. **9 Mtr Cassegrain /Gregorian (4-port) Antenna System.**

S No	Parameter	Specifications
Electrical Specifications of new proposed Hub site antenna system: -		
12.1.	Operating Frequency: Transmit Receive	To support upper and lower Ku band configuration
12.2.	Antenna Type	Gregorian/ Cassegrain
12.3.	Feed System	4 Port Tx-Rx Feed or better
12.4.	Polarisation	Linear (V-H) or better
12.5.	Gain (Mid Band, measure at the Tx- Rx port of the diplexer of the feed) Transmit Receive	60dBi at 13.625 GHz or better 58.5dBi at Mid Band or better
12.6.	Total Power Handling capacity	2 KW (CW) or better
12.7.	Radiation Pattern	As per ITU-RS 580-6
12.8.	Cross Polarisation	Better than 35 dB, on axis or better
12.9.	Tx-Rx Isolation	85 dB or better
12.10.	VSWR	1.3:1 or better
12.11.	Reflector Diameter	9 M nominal or better



S No	Parameter	Specifications
12.12.	Reflector Construction	Fully Aluminum Construction (Panels) or better
12.13.	Mount Type	Elevation Over Azimuth or better
12.14.	Drive System Azimuth Elevation	180° in two segments of 120° 5° to 90° or better
Mechanical Specifications.		
12.15.	Travel Azimuth Elevation	180° in two segments of 120° or better 5° to 90° continuous
12.16.	Polarization	±90° or better
Environmental Specifications.		
12.17.	Wind Loading Operational Survival	70 km/h gusting to 100 km/h 200 km/h or better
ACU		
12.18.	Modes	Manual, Auto peak, Step-track
BTR		
12.19.	L Band input	950 – 2000 MHz
12.20.	Output	-10 to 0 V DC or 0 to +10 V DC
POWER. UPS supply should be provisioned for Antenna System incl motors		

13. 750W TWTA

S No	Parameters	Specifications
Outdoor TWTA with BUC should support 1+1 hot standby system. It should support following technical specifications: -		
13.1.	IF Input Frequency range	L Band
13.2.	RF Output Frequency range	Full Ku Band
13.3.	Input Interface	Type N (f)
13.4.	Output Interface	WR 75 G
13.5.	VSWR	Input: 1.5:1 or better Output: 1.3:1 or better
13.6.	RF Output Power	750W (min) Related Power 650W (Min)
13.7.	Gain	60 dB or better
13.8.	Gain Flatness	±2.75 dB maximum at Full band
13.9.	Attenuator adjustment	Variable in step up to maximum of 20 dB
13.10.	Gain Flatness	±2 dB or better over temperature range specified
13.11.	Spurious output	-60 dBc or better in full band
13.12.	Frequency Reference	10 MHz (Either External or Internal)
13.13.	Intermodulation	-24 dBc or better with respect to each of two equal carriers at total power level 54.5 dBm with linearizer



S No	Parameters	Specifications
13.14.	Monitoring and Control	Output Power, Temperature, fault status, Gain, Attenuator etc.
13.15.	M & C interface	Interface- RS232/ RS 485 or Ethernet with support of SNMP v2/v3
13.16.	Switching	1:1 changeover switching system with monitor & control interfaces including local display panel. Splitter, dummy load, waveguides/ coaxial switched, controller and control cables.

14. **LNB System.**

S No	Parameters	Specifications
14.1.	Freq of operation	To sp upper and lower Ku Band
14.2.	Gain	minimum 55 dB or better
14.3.	Input Connector	WR75 Cover with Groove or better
14.4.	RF Output Interface	Type N Female (50 Ohm) or better
14.5.	Internal/ External Reference (Multiplexed on Rx IFL)	Frequency 10 MHz or better
14.6.	M&C Interface on RCU	Ethernet (HTTP/HTTPS, SNMP V 3.0/SSH) via RJ45 or better
14.7.	Redundancy	1+1 Hot Standby or better

15. **Automatic Uplink Power Control.**

S No	Parameter	Specification
15.1.	Frequency of operation	950 MHz to 2150 MHz
15.2.	Beacon Level Voltage input	0 to +10VDC or 0 to -10VDC
15.3.	Insertion Loss at min. attn.	4 dB max or better
15.4.	Attenuation range	20dB in 0.2dB steps or better
15.5.	Amplitude response	± 1 dB over the full band or better
15.6.	Power output (P1dB)	+18dBm min or better
15.7.	Insertion loss for 10 MHz Reference signal	2 dB Max or better
15.8.	Correction Mechanism	Open loop, Close loop or better
15.9.	Remote Interface	Ethernet (RJ 45) or better
15.10.	Failsafe path	In the event of internal attenuator fault or power loss to the AUPC, the signal shall be switched to failsafe path
15.11.	Fail safe path insertion loss	3.5 dB max or better
15.12.	Form Factor	19" Rack Mountable or better
15.13.	Power supply	220V±10%, 50Hz or better

16. **Hub Baseband System in (N:1) Redundant Configuration.**

S No	Parameters	Specification
Network		
16.1.	Network Topology	Star /Hub & Spoke, Point to multi point
16.2.	Modes of Operation	MF-TDMA or better



S No	Parameters	Specification
Forward Channel		
16.3.	Forward Channel	DVB-S2X with Adaptive coding and Modulation (ACM)
16.4.	Modulation	Up-to 64APSK or better with minimum roll-off 5% or better
16.5.	Symbol Rates	Upto 476 Msps (for single carrier or Aggregate for multiple outbound carriers) or better
16.6.	Aggregate out route carriers per Modem	Minimum 8 or better
16.7.	Encoding	LDPC or better
Return Channel		
16.8.	Return Channel	MF-TDMA/ Dynamic SCPC with ACM and spread spectrum or better
16.9.	Modulation	Up-to 16APSK or better
16.10.	Encoding	LDPC or better
16.11.	Symbol rates	Up-to 170 Msps or better
16.12.	Roll-off	10% or better
Hub Architecture		
16.13.	Hardware Platform	Modular architecture
16.14.	Redundancy	Fully redundant with N:1 automatic redundancy for critical subsystems without use of external controllers
Hub Interface		
16.15.	RF Input / Output	L-Band and compatible standards available.
16.16.	WAN Interface	10/100/1000 Ethernet or better with capability for HTS beam switching.
16.17.	Security	Hardware based 256-bit AES bidirectional encryption (to work in conjunction with external encryptor) Provision of authentication between hubs and remotes with compliance with X.509 or better to prevent rogue modems and unauthorized devices from accessing the network. Mitigation of over the air TRANSEC vulnerabilities
Networking		
16.18.	Network	Layer 3 routing architecture with IPv4 & IPV6 support
16.19.	Protocol Supported	TCP, UDP, ICMP, IGMP, RIP Ver2, Static Routes, NAT, DHCP, RTP or better
16.20.	Traffic Engineering	Support for configuration of QoS, CIR, MIR, Bandwidth on demand or better. On-demand Constant Bit Rate (CBR) services. Adaptive CBR with custom step-sizes Committed Information Rate (CIR) with custom data rates Backlog-based dynamic stream with bandwidth allocation Class-based weighted prioritization. Multicast data delivery Min. Four levels of IP traffic prioritization Supports multiple configurations for traffic assignment.
16.21.	IF Rx	L-Band 950-2450MHz or better



S No	Parameters	Specification
16.22.	IF Tx	L-Band 950-2450MHz or better
16.23.	Power	As per system requirements – 3 phase

17. Network Accelerator.

S No	Parameter	Specification
17.1.	Mode of operation	Bridged & routed
17.2.	Total Data-rate (Bandwidth) Tx+Rx	1 Gbps or more and should support TCP acceleration and Header and Payload compression of GRE tunneled packets or better
17.3.	Simultaneous sessions capacity	100000 or better
17.4.	Compression	Should support both Header and payload compression or better
17.5.	Quality of service	Ability to classify, prioritize and control the data traffic based on user defined policies. Should support traffic classification based on Source IP address, Destination IP Address, Protocol, Source Port Number, Destination port Number, DSCP bits etc.
17.6.	Routed Protocol	IPv4 and IPv6
17.7.	Routing Protocol	Should either support or transparently pass-through Dynamic routing protocols (RIPv2, OSPF, RIP, OSPF v3, BGP or better etc.)
17.8.	Redundancy	Should support 1+1 redundancy mode such that if primary unit fails the data traffic is automatically routed through the Backup/ redundant unit.
17.9.	Status Monitoring and Control	Separate 10/100 Mbps autosensing Ethernet interface with Support for HTTP/ HTTPS (Web Browser) and SNMP V3.0 Protocols for M&C purpose.
17.10.	Dimension	Standard 19 Inch Rack Mountable or better
17.11.	Voltage Frequency	230±10% VAC, Single Phase 50 Hz or better
17.12.	Power Supply Redundancy	Dual Redundant Power Supply

18. Router.

S No	Parameter	Specifications
18.1.	Routing and Protocol Support	<ul style="list-style-type: none"> Compatibility with Dual stack i.e. IPv4 and IPv6 IPv4 Routing Protocol: RIP v1/v2, OSPF, BGP, EIGRP or better IPv6 Routing protocol: RIPng, OSPFv3, IS-IS, BGP, PBR or better Multicast Routing Protocols: IGMPv2/v3, PIM- DM, PIM- SM, PIM-SSM, MLD or better etc. Other standard protocol support like TCP, UDP etc.
18.2.	Traffic Management	Support for QoS, CBWFQ, WRED, PBR or better
18.3.	IPv4 Forwarding throughput	Up to 10 Gbps or better



S No	Parameter	Specifications
18.4.	WAN ports	4 Nos. of RJ45 WAN ports (10/100/1000 BaseT) 02 Nos. of Optical port 04 Nos. of E1 Port or better
18.5.	Management Port	Separate 10/100/1000 Mbps autosensing Ethernet interface with Support for HTTP (Web Browser), SNMP ver 3.0 and Telnet Protocols for M&C purpose.
18.6.	Console Port	RJ-45 /USB or better
18.7.	Flash Memory	8 GB or better
18.8.	DRAM	8 GB or better
18.9.	Dimension	Standard 19" Rack Mountable or better
18.10.	Voltage Frequency	230±10% VAC, Single Phase 50 Hz

19. **30 KVA UPS.**

S No	Parameter	Specification
19.1.	Output power capacity	30 KVA or above
19.2.	Type	Online double conversion in (1+1)/(N+1) configuration or better
19.3.	Input Voltage	440 ± 15% V AC, (Three phase)
19.4.	Input frequency Range	50 ± 3 Hz or better
19.5.	Output voltage	415 V AC
19.6.	O/P freq(sync to mains)	50 Hz ± 0.25 Hz or better
19.7.	Output voltage distortion	Less than 5% at full load
19.8.	Bypass	Internal bypass(automatic and manual)
19.9.	Battery type	SMF-VRLA Type or better
19.10.	Back up time at full load	Two Hours or better
19.11.	Control panel	LED/LCD status display with load and battery bar-graphs and On Line, On Battery, Overload and Bypass Indicators
19.12.	Network Mgmt features	10/100 Base T port for network-based management. Software must provide features to monitor state, alarms and environmental parameters of the UPS.
19.13.	Alarms	Audible & visible alarms

20. **60 KVA Silent DG Set with AMF.**

S No	Description	Specifications
20.1.	Prime Rating	60 KVA at NTP
20.2.	Power Factor	0.8 (lag)
20.3.	Voltage	415±5% VAC
20.4.	Output	Three Phase
20.5.	Frequency	50±2 Hz
20.6.	Engine Aspiration	Turbocharged
20.7.	Cooling System	Liquid cooled
20.8.	RPM	1500
20.9.	Fuel	Diesel

S No	Description	Specifications
20.10.	Fuel tank capacity	Suitable for 8 hrs continuous operation on full load
20.11.	Starting System	Mechanical/ Electric start
20.12.	Governor	Mechanical/Electronic
20.13.	Noise Level	As per CPCB II or Latest guideline
20.14.	Alternator Type	Self-ventilated and drip proof
20.15.	Protection	IP:23
20.16.	Class of insulation	Class H
20.17.	THD on linear load	≤ 5%
20.18.	Overload withstand capacity	10% overload for 1 Hour in 12 Hours of operation

21. **Workstation.**

S No	Features	Specifications
21.1.	Processors	Intel i7, 4 core, 8MCache, 3.4 GHz or better
21.2.	Operating Systems	Operating Systems : Latest Windows OS (Professional)
21.3.	Memory	16 GB RAM, 1600 MHz or 1333MHz, DDR3 SDRAM , 4 DIMM slots or better
21.4.	Graphics	Latest NVIDIA card with 14 GB or higher
21.5.	Storage	HDD-7200 RPM , 240 GB SSD, 1 TB HDD or better
21.6.	Network Controller	2 x 1 Gb Ethernet port.
21.7.	Audio Controller	Integrated Realtek ALC269Q High Definition Audio or better
21.8.	I/O Ports	1-Microphone 1-Headphone 3-USB2.0 1-Serial 4-RJ45 or better
21.9.	Keyboard/Mouse	USB Keyboard and Mouse
21.10.	Speakers	Internal speaker
21.11.	Storage Devices	DVD+/-RW

22. **Call Manager.** The Call Manager is to be provided at Hub station to manage Voice services in the network. The Call manager shall be able to generate call logs, for a specific period for each user. The call manager shall support SIP based protocols:-

S No	Features	Specifications
22.1.	Call control Protocol	Session Initiation Protocol (SIP)
22.2.	Voice Code	G.711 a/μ, G.722, G.729a or better
22.3.	Type of Redundancy	1+1 Mode or better
22.4.	Call Manager should provide CDR (Call Data Record) in CSV/XLS format	

23. **L3 Switch.**

S No	Features	Specifications
23.1.	Number of Ports	2 x 24 Port (10/100/1000 Base-T) GE Ports
23.2.	DRAM	2 GB or more
23.3.	Flash Memory	4GB or more
23.4.	Total number of MAC addresses	Min. 16000



S No	Features	Specifications
23.5.	Advanced switch capabilities and scale	EBGP, EIGRP, HSRP, IS-IS, IP SLA, OSPF or better

24. **IP Phone.**

S No	Features	Specifications
24.1.	Signal Protocol Support	Session Initiation Protocol (SIP)
24.2.	Codec Support	G.711a/μ, G.722, G.729a or better
24.3.	No. of Lines	2 Lines
24.4.	Configuration option	Static IP address assignment, IP assignment through DHCP or better
24.5.	PoE Enabled	Required

25. **Earthing System.**

25.1.	Separate Earthing System is required for Electronics Equipment and Power Equipment
25.2.	Earth resistance of each Earthing system should be $\leq 2 \Omega$
25.3.	Ability to carry high current repeatedly & good erosion resistance.

26. **NTP Server.** NTP server is to be provided at Hub site for time synchronisation of devices at Hub.

27. **UNMS.** Umbrella NMS in redundant configuration is to be provided at Hub Site to manage SNMP enabled devices of the network including FCAPS/ Fault management/ Ticketing system/ Configurable Dash board/ Spectrum utilization display/ Patch management/ CNMS Event logging and any additional functionality available at time of placing supply order. Should be accessible from remote location.

28. **Bench Top Network Enabled Spectrum Analyzer.**

S No	Features	Specifications
28.1.	Frequency Band	9KHz up to 18GHz.
28.2.	Frequency Span	0Hz, 10Hz to maximum frequency or better
28.3.	Resolution Bandwidth (RBW)	1Hz to 1MHz or better.
28.4.	Video Bandwidth (VBW)	1Hz to 1MHz or better.
28.5.	Functionalities	Marker Auto-position.
28.6.	Peak search	Next Peak, Frequency-centre, Start, Stop, Span etc.

29. **Handheld Spectrum Analyzer.**

S No	Features	Specifications
29.1.	Frequency band of monitoring	9 KHz upto 18 GHz
29.2.	Frequency Span	0 Hz, 100 Hz to 18 GHz or better
29.3.	Impedance	50 or better
29.4.	Measurement of RF Power	
29.5.	Daylight-viewable display	



S No	Features	Specifications
29.6.	USB and Ethernet port for data transfer and control	
29.7.	Input Power Supply	Single Phase AC supply as per Indian Standard

30. **Digital Multi Meter (DMM).** Major specifications for the Digital Multi meter are as follows:-

30.1.	DC Voltage Range	Up to 1000V or better
30.2.	Accuracy	± (1% of reading + 3 Counts) or better
30.3.	AC Voltage Range	Up to 1000V or better
30.4.	Accuracy	± (1% of reading + 3 Counts) or better
30.5.	AC Current Range	Up to 10A or better
30.6.	Accuracy	± (2% of reading + 3 Counts) or better
30.7.	DC Current Range	Up to 10A or better
30.8.	Accuracy	± (2% of reading + 3 Counts) or better
30.9.	Form Factor	Handheld or better

31. **Environmental Specifications.**

Remote Terminals		
31.1.	Indoor Equipment:	
	Operating Temperature	-20° to +50° C
	Storage Temperature	-30° to +55° C
	Relative Humidity	15% to 80%
	operating altitude	Upto 4500 M above sea level
31.2.	Outdoor Equipment:	
	Operating Temperature	-20° to +50° C
	Storage Temperature	-30° to +55° C
	Relative Humidity	Upto 95 %
	operating altitude	Upto 4500 M above sea level
Hub		
31.3.	Indoor Equipment:	
	Operating Temperature	10° to +35° C
	Storage Temperature	0° to +55° C
	Relative Humidity	15% to 80%
	operating altitude	Upto 2000 M above sea level
31.4.	Outdoor Equipment:	
	Operating Temperature	-10° to +45° C
	Storage Temperature	-20° to +55° C
	Relative Humidity	Upto 95 %
	operating altitude	Upto 2000 M above sea level

32. **Additional Requirements.**

32.1. Firewall in 1+1 configuration at each Hub.



- 32.2. Firewall in 1+0 configuration at each remote.
- 32.3. FMC for Firewall Mgmt.
- 32.4. Syslog Server at Hub with forwarding capability to SOC.
- 32.5. AAA server at each Hub for user authentication.
- 32.6. Antivirus server (for windows OS only. Not required for Linux based servers).
- 32.7. Compliance to TEC IR guidelines – Geo-fencing/ (LAT/ LONG exchange etc).
- 32.8. Data Mgmt plane separation.
- 32.9. Critical Spares to be listed and included in overall BoM.
- 32.10. **Wire Rack and Accessories.** Requisite wired rack and associated accessories should be provided as per requirement.
- 32.11. Additional NFS configuration for reference as part of ADN integration of Hub (**Appx**).
- 32.12. Any migration to alternate satellite to support operational requirement will be honored by the buyer.



ACCESS MEDIA GATEWAY (AMG)
(Extract of specifications under NFS project)

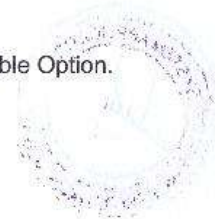
33. The technical specifications of Access Media Gateway (AMG) are as under: -
- 33.1. The Media Gateways provide the adaptation function between voice and packet networks. The AMG shall convert the circuit switched voice to packet switched voice and vice versa and send the packets through the network under the control of Media Gateway Controller(s).
- 33.2. The AMG should have DSP based architecture with no performance degradation when converting TDM to SIP and vice versa with voice compression.
- 33.3. The following requirements shall also be met: -
- 33.3.1. The AMG shall be connected to the Army Access Network through GE/FE interfaces/links. The Gigabit Ethernet Interfaces/FE interfaces shall be supplied in 1+1 configuration. The Ethernet Interface redundancy shall be provided using different interface modules.
- 33.3.2. It shall support up to 16 x E1 interfaces for connecting with Legacy TDM Exchanges using ISDN PRI interface. These E1 interfaces shall be supplied across multiple cards as part of the chassis.
- 33.3.3. The AMG should support at least 8 x FXO ports to terminate voice analogue trunks towards Legacy PBX. The FXO ports will be used to connect dial tones from external exchanges.
- 33.3.4. The AMG should have the capability to perform auto echo cancellation.
- 33.3.5. The Access Media Gateway shall support H.248, the ITU-T Gateway Control protocol towards MGCF as per TEC GR SD/GCP 01/01 Sept 2008. Alternatively the Gateway Control Protocol may be based on SIP.
- 33.3.6. The Access Media Gateway shall support Redundancy and Reliability requirements as specified in Section III Part A. AMG shall provide for 99.999% availability.
- 33.3.7. Access Media Gateway shall have following types of codec for voice:-
- 33.3.7.1. G.711 (A law & mu law).
- 33.3.7.2. G.729 a/b.
- 33.3.7.3. G.723.
- 33.3.7.4. GSM.
- 33.3.7.5. It shall be possible to configure all the ports of AMG to support one codec type and to configure any port for any type of codec also. The ports of AMG shall be configurable for any combination of codec. Also it shall be possible to assign the codec dynamically through software.
- 33.3.7.6. Access Media Gateway shall be provided with dual homing with MGCFs. It should switchover to secondary MGCF when the primary MGCF fails.
- 33.3.7.7. It should support QoS with 802.1p/Q VLAN tagging and Diff Serv.



IMS END POINT ELEMENT: SIP TELEPHONE
(Extract of specifications under NFS project)

34. **SIP Telephones.** Those are directly controlled via SIP. The phones are directly connected via Ethernet Port or Wireless LAN (e.g. to a DSL modem, router or home gateway). The detailed technical specifications are given below: -

- 34.1. **VOIP Protocol Support.** SIP Ver2 (RFC 3261).
- 34.2. **Network Support.** FTP/TFTP, RTP, SRTP, DNS, TCP/UDP, SNTP, DHCP. Telnet may be supported as an optional protocol.
- 34.3. **Features.**
 - 34.3.1. Telephony call view.
 - 34.3.2. Call Originate/ Answer/ hold.
 - 34.3.3. Call Transfer (Blind / Attended).
 - 34.3.4. 3 Way Call Conference.
 - 34.3.5. Music on Hold.
 - 34.3.6. Call waiting Indication.
 - 34.3.7. Mute.
 - 34.3.8. Redial.
 - 34.3.9. Call logs (Received/missed/dialed calls).
 - 34.3.10. Caller ID presentation/ blocking.
 - 34.3.11. Voice mail support.
 - 34.3.12. Do not Disturb.
 - 34.3.13. Personalized ring back tones.
 - 34.3.14. Multi language.
 - 34.3.15. Menu driven user interface.
 - 34.3.16. Voice/Ring Volume adjust.
 - 34.3.17. Speed dialing (abbreviated Dialing).
 - 34.3.18. On-Hook /Off-hook Dialing.
 - 34.3.19. Selectable ring tones.
 - 34.3.20. Presence indication.
 - 34.3.21. Buddy list management.
 - 34.3.22. Presence enabled Phonebook with call records.
 - 34.3.23. Intentionally left blank.
 - 34.3.24. SIP phones shall support NTP.
 - 34.3.25. SIP Phone with video should have PC Port Disable Option.



34.4. **Audio Requirements.**

- 34.4.1. Speech codec's (G.711, G.722, G.729A & B).
- 34.4.2. DTMF Tone Generation.
- 34.4.3. Acoustic Echo Removal.
- 34.4.4. Voice Activity Detection.
- 34.4.5. Comfort Noise insertion.

34.5. **User Interface.**34.5.1. **Display.**

- 34.5.1.1. 320 * 200 pixel colour TFT/LCD, backlit.
- 34.5.1.2. It should support multi line display (min 4 lines).
- 34.5.1.3. It should have a min 3" display.
- 34.5.1.4. **Indicator LED.** Hands-free, Power, Hold, Mute.
- 34.5.1.5. **Keypad.** 18 Keys or above.
- 34.5.1.6. **Phone/address Book.** At least 200 contacts.
- 34.5.1.7. **Calls Logs.** Dialed, Missed and Received (Minimum 75).

34.6. **Ports/ Connectors.**

- 34.6.1. Two 100 BASE-T Ethernet RJ-45 jacks, with LED (for LAN and PC).
- 34.6.2. Handset corded (RJ-11 or RJ-9).

34.7. **Power.**

- 34.7.1. Should support IEEE 802.3af and 802.3 at Power over Ethernet Class 3/4.
- 34.7.2. Should support power-save mode to turn down the LCD, when no one is in the office.
- 34.7.3. Should have an external universal AC adaptor for AC 90- 240 V input.
- 34.7.4. Suitable power and status indication.

34.8. **Security.** Layer 2 Authentication 802.1X.34.9. **Network QoS Features.**

- 34.9.1. IEEE 802.1p and Diffserv.
- 34.9.2. IEEE 802.1Q

34.10. **Private/White Labelling Support.** The bidder shall provide Private/White labelling support for SIP Telephones being procured in this tender as per the Purchasers design. The details would be intimated after award of contract to the L1 bidder.



SIP TELEPHONE WITH VIDEO
(Extract of specifications under NFS project)

35. **General.**
- 35.1. Should be cross compatible with other OEM models.
 - 35.2. Should offer wideband speakerphone, headset and handset.
 - 35.3. Should be compatible with hearing aids and should conform to loudness requirements as stipulated by medical regulatory authorities.
36. **Voice.**
- 36.1. Support full-duplex conversations.
 - 36.2. Should support acoustic echo cancellation and background noise suppression.
 - 36.3. Should support wideband and narrowband codecs: G.711 (A-law and μ -law), G.729AB, G.722 audio compression codecs.
 - 36.4. Should support voice activity detection and comfort noise generation.
 - 36.5. Should support dynamic payload and adjustable audio frames per second.
 - 36.6. Support DTMF tone generation, SIP info.
 - 36.7. Should support flexible dial plan with inter digit timers.
 - 36.8. Support adaptive jitter buffers and packet loss concealment.
37. **Video.**
- 37.1. Should support H.264 protocol. H.261, H.263, H.263+ (1998) may be supported as optional protocols.
 - 37.2. Should support frame rate up to 30 fps using H.264.
 - 37.3. Should support SQCIF, QCIF, QVGA, SIF, CIF and VGA frame formats
 - 37.4. Should support Picture-in-Picture.
38. **Camera.**
- 38.1. Minimum 2 mega pixel.
 - 38.2. 30cm to infinity fixed focus.
 - 38.3. Privacy shutter.
 - 38.4. Picture in Picture for near end camera.
 - 38.5. Full screen or window for far end camera.
39. **Headset Support.** Should support standard wired / wireless headsets for hands free operations. Each SIP Telephone with Video will be supplied with suitable headset.



40. Network.

- 40.1. Support SIP v1/ v2/v3 (latest RFC) and companion RFCs.
- 40.2. Should support manual, dynamic host configuration protocol (DHCP) network setup, LLDP-PoE and PPPoE.
- 40.3. Should support Time and date synchronization using SNTP/PTP.
- 40.4. Should support FTP/TFTP/HTTP/HTTPS4 server-based central provisioning for mass deployments.
- 40.5. Should support event logging.
- 40.6. Should support switch negotiation and VPN client.
- 40.7. Should offer QoS Support – IEEE 802.1p/Q tagging (VLAN), Layer 3 TOS, and DSCP.
- 40.8. Should support Network Address Translation (NAT) traversal including STUN mode.
- 40.9. Should be IPv4 and IPv6 ready.
- 40.10. Should support adaptive Bandwidth adjustment.
- 40.11. Should support TCP, UDP, DNS-SRV.
- 40.12. Syslog.
- 40.13. RTCP and RTP support.
- 40.14. SIP Telephone with Video should have PC Port Disable Option.

41. Security.

- 41.1. Should support media encryption via SRTP.
- 41.2. Should support manual, dynamic host configuration protocol (DHCP) network setup.
- 41.3. Should support Time and date synchronization using SNTP/PTP.
- 41.4. Should support digest, signalling, file authentication.
- 41.5. Should support phone lock for personal privacy protection.
- 41.6. Should support HTTPS certificate manager.
- 41.7. Should support encryption for configuration file.
- 41.8. Should support configuring of secure profiles and password login.

42. Power.

- 42.1. Should support IEEE 802.3af and 802.3 at Power over Ethernet Class 3/4.
- 42.2. Should support power-save mode to turn down the LCD, when no one is in the office.
- 42.3. Should have an external universal AC adaptor and option for 48 V DC power supply. AC 90- 240 V input.
- 42.4. 2 x LED for power and status indication.



43. **User features.**

43.1. Should support the following call features:-

- 43.1.1. Call-back.
- 43.1.2. Call forward with notification.
- 43.1.3. Call transfer (blind/semi-attended/attended).
- 43.1.4. Call history lists (dialed/received/missed/forwarded).
- 43.1.5. Call park.
- 43.1.6. Call timer.
- 43.1.7. Call waiting.
- 43.1.8. Caller ID.
- 43.1.9. Auto-answer.
- 43.1.10. Distinctive incoming call treatment.
- 43.1.11. Called, calling, connected party information.
- 43.1.12. Barge.
- 43.1.13. Group listening.
- 43.1.14. Group call pickup.

43.2. Should support following user interface features: -

- 43.2.1. One-touch speed dial, redial.
- 43.2.2. Do not disturb function.
- 43.2.3. Busy Lamp Field.
- 43.2.4. Bridged Line appearance.
- 43.2.5. Three-way audio conferencing.
- 43.2.6. "+" Dialling.
- 43.2.7. Abbreviated dialing.
- 43.2.8. Adjustable ringing and volume levels.
- 43.2.9. Adjustable display brightness.
- 43.2.10. Ring tone selection/import/delete.
- 43.2.11. Corporate and Personal directory.
- 43.2.12. Phonebook (minimum 500 entries).
 - 43.2.12.1. XML phonebook search/import.
 - 43.2.12.2. LDAP phonebook.
- 43.2.13. Hold, with music on hold.
- 43.2.14. Intercom.
- 43.2.15. Immediate divert.
- 43.2.16. Message-waiting indicator (LED).



- 43.2.17. Mute.
- 43.2.18. Ring tone per line appearance.
- 43.2.19. Time and date display.
- 43.2.20. Manual / automatic setting of date & time.
- 43.2.21. Voice mail.
- 43.2.22. Individual volume control and settings with visual feedback for each audio path.
- 43.2.23. Backlight time selection.
- 43.2.24. 24 Menu/Icon-driven menu.

43.3. **Physical Features / Interfaces.**

43.3.1. **Display.**

43.3.1.1. Should have a resistive/capacitive backlit TFT touch screen display with a minimum of 16-bit colour depth, adjustable screen angle and support for screen touch control.

43.3.1.2. It should have a minimum 5" display.

43.3.1.3. Should support Unicode UTF-8 character.

43.3.2. **Ergonomics.**

43.3.2.1. Should have a navigation cluster to afford scrolling horizontally and vertically across the menu/screen.

43.3.2.2. Should have an adjustable foot-stand for affording optimum display viewing and comfortable use of all buttons and keys.

43.3.3. **Network Provisioning.** (Ethernet Switch) Should have a minimum of two 10/100/1000Base-TX ports.

43.4. **Environmental Conditions.**

43.4.1. Temperature: Operating 0 to 40^o C, Storage: -10 to 55^o C.

43.4.2. Relative Humidity: 20%-90% (non-condensing).

43.5. **Private/White Labelling Support.** The bidder shall provide Private/White labelling support for SIP Video Telephones being procured in this tender as per the Purchasers design. The details would be intimated after award of contract to the L1 bidder.



BUYER ADDED ADDITIONAL TERMS AND CONDITIONS FOR REPLACEMENT OF 40 KU-BAND LT WT MANPORTABLE SUITCASE BASED SATL TERMINALS WITH HUB SYSTEM WITH 40 HIGH THROUGHPUT SATL (HTS) BASED TERMINALS WITH HUB SYSTEM EACH FOR NC & EC THROUGH OCPP

1. Item **Replacement of 40 KU-Band Lt Wt Manportable Suitcase Based Satl Terminals with Hub System with 40 High Throughput Satl (HTS) based terminals with Hub System each for NC & EC Qty 02 x Hubs and 80 x Terminals** procured as per tech QR.
2. Bidders are required to submit clause by clause compliance to this bid and Tech Specs alongwith supported documents as specified in the Bid and Tech Specs. Format of bid form (Covering letter) to be submitted by the bidder is attach as **Appendix 'A'**.
3. **Eligibility Criteria.** Format of Eligibility Declarations to be submitted by the bidder is attach as **Appendix 'B'**.
4. This Buyer added terms and conditions is divided into five Parts as follows:-
 - 4.1 **Part I.** Contains General Information and Instructions for the Bidders about the BID such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - 4.2 **Part II.** Contains essential details of the items/ services required, such as the Schedule of Requirements (SoR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
 - 4.3 **Part III.** Contains Standard Conditions of BID, which shall form part of the Contract with the successful Bidder.
 - 4.4 **Part IV.** Contains Special Conditions applicable to this BID and which also form part of the contract with the successful Bidder.
5. This BID is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the BID, should it become necessary at any stage.
6. **Eligibility to Participate and Preference Policies.**
 - 6.1 Subject to provisions in the BID, this invitation for Bids is open to all bidders who fulfil the 'Eligibility' and 'Qualification' criteria as on the last date of bid submission and continue to meet them till award of the contract.
 - 6.2 Also, the bidder must not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial office, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons during the period mentioned in sub-paragraph 4.1 above.

6.3 The bidder, its affiliates, or subsidiaries, including subcontractors or contractors for any part of the contract, should:-

6.3.1 Not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or by any Department of MoD, from participation in its/ their Tender Process;

6.3.2 Not stand debarred by the Department of Expenditure, from participation in the Tender Process by any Ministry/ Department; and/ or

6.3.3 Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Process for all of its entities, for:-

6.3.3.1 Offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/ or

6.3.3.2 Offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract; and/ or

6.3.3.3 Suspected to be of doubtful loyalty to the Country or a National Security risk, as determined by appropriate agencies of the Government of India.

6.3.4 Not have changed its name or created a new business entity as covered by the definition of "Allied Firm", consequent to having been declared ineligible/ blacklisted/ banned/ debarred as above.

6.3.5 Not have an association (as a bidder/ partner/ director/ employee in any capacity):-

6.3.5.1 With a retired Manager (of Gazetted Rank) or a retired Gazetted Officer of the Central or State or its Public Sector Undertakings, if such a retired person has not completed the cooling-off period of one year after his/ her retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organisation.

6.3.5.2 With near relations of executives of the Procuring Entity involved in this Tender Process.

6.3.6 Not have a conflict of interest which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempts should be made to induce any other bidder to submit or not to submit an offer for restricting competition.

6.4 The bidder must also fulfil other additional eligibility condition/s, if any, as may be

prescribed in the BID and must provide evidence of their continued eligibility to the Procuring Entity, if so required.

6.5 Class-I/ Class-II Local Suppliers and Non-Local Suppliers (as defined by DPIIT) shall be eligible, subject to certain conditions as mentioned in the BID.

6.6 Bidders from specified countries sharing land borders with India (excluding those in development partnership with India, or where lines of credit have been extended by the GoI) shall be eligible to bid, subject to certain conditions as mentioned in the BID.

6.7 The Procuring Entity reserves its right to grant purchase preferences to Class-I Local Suppliers and or Micro and Small Enterprises (MSEs) as specified in the BID.

6.8 For indigenisation/ development contracts, Indian Vendors will be eligible, subject to meeting the definition of Indian Vendors and certain other conditions as mentioned in the BID.

PART I - GENERAL INFORMATION

1. **Last Date and Time for Submitting the Bids:** As per GeM Bid.
2. **Manner of Submitting the Bids.** Online bids should be submitted on GeM.
3. **Time and Date for Opening of the Bids:** As per GeM Bid.
4. **Location of the Tender Box (in case of Manual Bidding):** Not Applicable
5. **Place of Opening of the Bids:** Online on GeM Portal.
6. **Two Bid System.** As per GeM Bid.
7. **Submission of Bids.** Bids should be submitted online by the Bidders under their Digital Signature or in case of manual bidding, under their original memo/ letter pad, *inter alia*, furnishing details like TIN, GST number, Bank address with Electronic Funds Transfer (EFT) Account, etc., and complete postal & e-mail address of their office.
8. **Pre Bid Meeting Clarification Regarding Contents of the Bid.** The e-Procurement application provides an interface for vendors to seek clarifications online and / or during the Pre bid meeting. Details of Pre Bid are as per GeM Bid.
9. **Modification and Withdrawal of the Bids.** A Bidder may modify or withdraw his Bid after submission, as per GeM modalities. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period, will result in forfeiture of the EMD/ bid security submitted by the concerned Bidder.
10. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of the Bids, the Buyer may, at its discretion, ask the Bidder for clarification/s on his Bid. The request for clarification/s will be given in writing and no change in prices or substance of the Bid will be sought, offered or permitted. No post-Bid clarification/s on the initiative of the Bidder, will be entertained.
11. **Rejection of the Bids.** Canvassing by the Bidder in any form, unsolicited letter/s and post-tender correction/s, may invoke summary rejection, with forfeiture of EMD. Conditional tenders will be rejected.
12. **Unwillingness to Quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bids, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this Bid.
13. **Validity of Bids.** As per GeM Bid.
14. **Earnest Money Deposit (EMD)/Bid Security.** Bidders are required to submit EMD/ bid security for an amount mentioned in GeM Bid documents along with their Bids. The EMD/ bid

security may be submitted in the form of a Account Payee Demand Draft, Fixed Deposit Receipt (FDR), Banker's Cheque, Insurance Surety Bonds, Bank Guarantee (BG)/ Electronic BG (e-BG) or Electronic EMD (e-EMD) from any of the Indian Public or Private Sector Scheduled Commercial Banks or payment online in an acceptable form. EMD/ bid security is to remain valid for a period of 90 days beyond the final bid validity period. EMD/ bid security of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful Bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. The EMD/ bid security will be forfeited if the Bidder withdraws or amends, impairs or derogates from the Tender in any respect within the validity period of their tender.

15. Bid Securing Declaration. In place of a Bid security, the Bidders are required to sign a bid securing declaration, accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document, from being eligible to submit bids for contracts with the entity that invited the bids. **Format att as Appendix 'C'**

16. Special Instructions to Contractors/ Bidders for e-submission of bids online through e-Procurement Portals, may be adhered to. The details of the EMD and other documents submitted physically to the Organisation and the scanned copies furnished at the time of bid submission online, should be the same, otherwise the Tender will be summarily rejected.

17. EMD instruments and certificates/ documents:- Physical copy of EMD, payable in favour of PCDA, New Delhi to be deposited by bidders at Room 430, C Wing, MGS Branch Sena Bhawan within 5 days (including Saturday & Sunday) of Bid End Date failing which the Bidders will be disqualified.

17.1 Bidder to forward mail at (electengr-424@gov.in) with following details to deposit the EMD:-

- 17.1.1 Name :
- 17.1.2 Aadhaar No :
- 17.1.3 Company details :
- 17.1.4 Date and time of arrival for deposition of EMD :

17.2 Bidders rep to be present at gate No 1 Sena Bhawan between 0930 hrs to 1700 hrs on any working day (except Saturday) for deposition of physical EMD with prior information of the same by mail.

Eligibility Conditions and Preference Policies.

18. **Bidders from Specified Countries.** Orders issued by the Government of India

restricting procurement from bidders of certain countries which share land border with India under Rule 144(xi) of GFR 2017 shall apply to this procurement, as follows:-

18.1 Any bidder from a country, which shares a land border with India, excluding countries as listed in the website of Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects – hereinafter called 'Restricted Countries', shall be eligible to bid in this tender only if the bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). The bidders shall enclose certificate in this regard in the Bid Form.

18.2 In Bids for Turnkey contracts, the successful bidder shall not be allowed to subcontract works to any contractor from such Restricted Countries unless such contractor is similarly registered with the Registration Committee constituted by the DPIIT. In such cases the bidders shall enclose certificate in the Bid Form.

18.3 Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services (including consultancy services and non-consultancy services), and turnkey projects, only if the bidder is similarly registered with the Registration Committee constituted by the DPIIT. The bidders shall enclose certificate in this regard in the Bid Form.

18.4 "Bidder from such Restricted Countries" for the purpose of this clause means: -

18.4.1 An entity incorporated, established, or registered in such a country; or

18.4.2 A subsidiary of an entity incorporated, established, or registered in such a country; or

18.4.3 An entity substantially controlled through entities incorporated, established, or registered in such a country; or

18.4.4 An entity whose beneficial owner is situated in such a country; or

18.4.5 An Indian (or other) agent of such an entity; or

18.4.6 A natural person who is a citizen of such a country; or

18.4.7 A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

18.5 The 'beneficial owner' for the purpose of sub-paragraph 18.4 above shall be as under:-

18.5.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or

who exercises control through other means.

18.5.2 Explanations for the sub-paragraph 18.5.1 above are given below:-

18.5.2.1 “Controlling ownership interest” means ownership of or entitlement to more than 25% of shares or capital or profits of the company.

18.5.2.2 “Control” shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

18.5.2.3 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than 15% of capital or profits of the partnership.

18.5.2.4 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than 15% of the property or capital or profits of such association or body of individuals.

18.5.2.5 Where no natural person is identified under sub-paragraphs 18.5.2.1, 18.5.2.2, 18.5.2.3 or 18.5.2.4 above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

18.5.2.6 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with 15% or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

18.6 An ‘agent’, for the purpose of sub-paragraph 18.3 above, shall be a person employed to do any act for another, or to represent another in dealings with third person.

19. **Conflict of Interest among Bidders/ Agents.** A Bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Buyer’s interests. The Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:-

19.1 They have controlling partner(s) in common; or

19.2 They receive or have received any direct or indirect subsidy/ financial stake from any of them; or

19.3 They have the same legal representative/agent for purposes of this Bid; or

19.4 They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder; or

19.5 Bidder participates in more than one Bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of components/ sub-assemblies/ assemblies from one bidding manufacturer in more than one bid.

19.6 In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one Bid from the following:-

19.6.1 The principal manufacturer directly or through one Indian agent on his behalf; and

19.6.2 Indian/ foreign agent on behalf of only one principal.

19.7 A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

19.8 In case of a holding company having more than one independent manufacturing unit or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

20. **Public Procurement (Preference to Make in India) (PPP-MII) Order, 2024.**

20.1 **Verification of Local Content.**

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

20.1.2 In cases of procurement for a value in excess of ₹ 10 crore, the

Class-I local supplier/ Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

20.1.3 Complaints about Local Content declarations may be made through the channels of Procuring Entity. (*Procuring Entity may prescribe fees for such complaints*)

20.1.4 False declarations shall be in breach of the Code of Integrity under Rule 175(1) (i)(h) of GFR 2017, for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of GFR 2017, along with such other actions as may be permissible under law.

20.1.5 A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.

20.2 All bid where the base contract price exceeds ₹10 crore, a certificate of IC, issued by the Responsible Designated Official, i.e. the Contract Signing Authority, Authorised Signatory, etc. of the vendor and certified by the Statutory Auditor or Cost Auditor (in case of companies) and by a practicing Cost Accountant or Chartered Accountant (in respect of vendors other than companies) is to be submitted along with bid, as per DPMF 33 att as **Appendix 'D'**.

Eligibility Declarations

21. The following declarations shall be made by the Bidder and submitted along with the Bid:-

21.1 **Rule 144 (xi) of the General Financial Rules 2017 - Restrictions on Certain Countries sharing Land-Borders with India.**

"We, M/s, hereby confirm compliance to all the stipulations of the clause on restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017 and declare as under:-

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered. **As per Appendix 'E'**

AND

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed) and we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

AND

We have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India; and solemnly certify that we do not have any ToT arrangement requiring registration with the competent authority or, if having ToT arrangement with an entity from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.”

21.2 Make in India Status.

“We, M/s, having read and understood the Public Procurement (Preference to Make in India) (PPP-MII) Order, 2024 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, hereby submit a Self-Certification for Category of Suppliers, viz. Class-I Local Supplier/ Class-II Local Supplier/ Non-Local Supplier, giving the percentage of local content. [In case of Tenders above ₹ 10 crore, Class-I or Class- II Local Suppliers shall submit a certificate from statutory auditor/ cost accountant as per Sub-Paragraph 20 (d) (ii) above, along with the bid. We also declare that we do not belong to any Country whose bidders are notified as ineligible on reciprocal basis under PPP-MII Order, 2024 (as amended and revised till date).” **Att as Appendix ‘F’**

22. Bidders applying for Indigenisation/ Development Contract Categories. *(Applicable for only those bidders applying for Indigenisation/ Development Contract Categories)*

22.1 Indian Vendor Status.

“We, M/s, do hereby solemnly declare that we are a Indian Vendor as per the definition of Indian Vendor given in Paragraph 23 above.” *(Enclose copies of industrial licence/ registration certificate issued by DPIIT/ details of ownership and control, as applicable)*

22.2 Indigenous Content (IC) Requirement. Bidder shall submit the following:-

22.2.1 Proforma for Computation of IC as per **DPMF 34.**

22.2.2 Certificate of IC as per **DPMF 33.** *(if applicable).*

Qualification Criteria

23. Experience and Past Performance.

23.1 The Bidder (*manufacturer or principal of authorised representative – hereinafter referred simply as 'The Bidder'*) should have installed and commissioned/ manufactured **at least one HTS Gateway/ hub** (hereinafter called 'The Product'); **Att as Appendix 'G'**

24. **Capability – Equipment & Manufacturing Facilities.** 'The Bidder' must have an annual capacity to manufacture and supply (*/ erected/ commissioned*) at least 'The Qualifying Quantity'. (*Note: In case of multiple products in a tender, this criterion shall be applicable product wise. For example, in case of Printing Paper of different specifications/ sizes, it shall be applicable to quantity of paper manufactured and supplied specification/ size wise.*)

25. Financial Standing (Under all Conditions).

25.1 The average annual financial turnover of 'The Bidder' during the last three years, ending on 'The Relevant Date', should be at least **₹ 68.96 Cr** (or equivalent in foreign currency at exchange rate prevalent on 'The Relevant Date') as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries.

25.2 The net worth of the Bidder firm (manufacturer or principal of authorised representative) on 'The Relevant Date' should not be less than 5% of the estimated value of the contract.

25.3 The net worth of the Bidder firm (manufacturer or principal of authorised representative) should not be negative on 'The Relevant Date' and also should have not eroded by more than 30% (thirty percent) in the last three years, ending on 'The Relevant Date'.

[Note - In case of Indian Bidders/ companies (manufacturer or principal of authorised representative) who have been restructured by Banks in India under the statutory guidelines, such Bidders would be deemed to have qualified the Financial standing criteria, considering the institutional financial backing available to them.]

26. Additional Criteria. (*To be retained as applicable*)

26.1 **Applicability to 'Make in India'**. Bidders (manufacturer or principal of authorized representative) who have a valid/ approved ongoing 'Make in India' agreement/ program and who meet all other criteria above, except for any one or more of the sub-criteria under Experience and Past Performance above, would also be considered to be qualified, provided:-

26.1.1 Their foreign 'Make-in-India' associates (if applicable), meet all the criteria above without exemption; and

26.1.2 The Bidder submits appropriate documentary proof for a valid/ approved ongoing 'Make in India' agreement/ program.

26.1.3 The Bidder (manufacturer or principal of authorised representative) furnishes, along with the Bid, a legally enforceable undertaking jointly executed by himself and such foreign manufacturer (if applicable) for satisfactory manufacture, supply (and erection, commissioning, if applicable) and performance of 'The Product' offered, including all warranty obligations, as per the standard and special conditions of contract.

26.2 Authorised Representatives. Bids of Bidders quoting as an authorized representative of a principal manufacturer would also be considered to be qualified, provided:-

26.2.1 Their principal manufacturer meets all the criteria above without exemption; and

26.2.2 The principal manufacturer furnishes a legally enforceable tender-specific authorization in the prescribed form, assuring full guarantee and warranty obligations as per the standard and special conditions of contract; and

26.2.3 The Bidder himself should have been associated, as an authorised representative of the same or other principal manufacturer for the same set of services as in the present Bid (supply, installation, satisfactorily commissioning, after sales service, as the case may be) for same or similar 'Product' for past three years ending on 'The Relevant Date'.

26.3 For Existing Successful Past Suppliers. In case the Bidder (manufacturer or principal of authorised representative) who is a successful past supplier of 'The Product' in at least one of the recent past **three** procurements (*change number, as applicable*), does not meet any one or more of the requirements above, such a Bidder would also be considered to be qualified, in view of his proven credentials for the maximum quantity supplied by him in such recent past.

26.4 Joint Ventures and Holding Companies. Credentials of the partners of Joint Ventures cannot (repeat cannot) be clubbed for the purpose of compliance of Pre-Qualification Criteria in supply of Goods/ Equipment, and each partner must comply with all the Qualification Criteria independently. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

26.5 Integration Experience – For Cases involving Integration. Where a product involves integration, previous experience of not less than **one** project (*incorporate as applicable*) in integration of similar systems/ equipment with the same or higher specifications, shall be required.

27. Contact Details.

- 27.1 Till placement of SO : IHQ of MoD (Army), MGS Proc (L &E)
- 27.1.1 Email ID : electengr-424@gov.in
- 27.1.2 Contact No : 21411175
- 27.2 After placement of SO : IHQ of MoD (Army), OS-17
- 27.2.1 Email ID : electengr-17@gov.in
- 27.2.2 Contact No : 23013322

PART II - ESSENTIAL DETAILS OF ITEMS/ SERVICES REQUIRED

1. **Schedule of Requirements.** Item Replacement of 40 KU-Band Lt Wt Manportable Suitcase Based Satl Terminals with Hub System with 40 High Throughput Satl (HTS) based terminals with Hub System each for NC & EC Qty 02 x Hubs and 80 x Terminals.

2. **Technical Details:-** As per Technical Specification.

3. **Two Bid System.** In respect of Two Bid system, Bidders are required to furnish clause by clause compliance of specifications, bringing out clearly the deviations from specifications, if any. As per **Appendix 'H'**. The Bidders are advised to submit the compliance statement in the following format along with the Technical Bid:-

Para of RFP Specifications Item-Wise	Specification of Item Offered	Compliance to RFP Specification - Whether Yes/ No	In case of Non-compliance, deviation from RFP to be specified in unambiguous terms

4. **Delivery Period.** Delivery period for supply of items would be as mentioned in GeM bid (15 Months) from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

5. **DDP Destination:-** The date on which the delivery is effected at the destination mentioned in the contract.

Notes:-

The DDP terms of delivery may be applied both for domestic as well as imported supplies.

6. **Consignee Details.** Hub at designated location in EC and NC (exact places will be disclosed later) and 80 ters at COD Agra.

PART III - STANDARD CONDITIONS OF BID

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the BID mentioned below.

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The Contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** The Contract shall come into effect on the date of signing of the Contract or as mutually agreed by the Parties and shall remain valid until the completion of the obligations of the parties under the Contract. The deliveries and supplies and performance of the services shall commence from the effective date of the Contract.
3. **Arbitration.** If a dispute arises between the Buyer and the Seller, and it does not get resolved through mutual discussions within 21 days, the parties may agree for arbitration and the case shall be referred to a single arbitrator or to an Arbitration Tribunal. The venue of arbitration should be the place from where the contract has been issued. MoD may prepare a panel of arbitrators for selection by the CFAs of the Ministry. Service HQs/ other Organisation have the power to appoint Arbitrators within their delegated financial powers. The standard clauses of arbitration are as per **Appendix J**.
4. **Penalty for use of Undue Influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India or showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption, shall entitle the Buyer to cancel the Contract and all 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 has been committed, shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/ employee of the Buyer or to any other person in a position to influence any officer/ employee of the Buyer for showing any favour in relation to this or any other Contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to, termination of the Contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents/ Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the Original Equipment Manufacturer (OEM)/ OEM Authorised Subsidiary/OEM Authorised

Vendor/ Government sponsored Export Agency (applicable in the case of countries where domestic laws do not permit direct export by OEMs) of the stores/ provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to award the Contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage, it is discovered by the Buyer that the Seller has engaged any such individual/ firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any Supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller, who shall, in such an event, be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any Contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the Contract as described in clauses relating to Agents/ Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/ information.

7. **Non-Disclosure of Contract Documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the Contract or any provision, specification, plan, design, pattern, sample or information with proprietary markings thereof to any third party, unless required by either Government of the Parties or by Seller's suppliers solely for the purpose of performing the obligations under the Contract.

8. **Liquidated Damages (LD).** In the event of the Seller's failure to supply the stores/ goods/ any installment thereof or fails to perform services, conduct trials, installation of equipment, training and MET as per schedule specified in a contract, the CFA, without prejudice to the rights of the purchaser to any other remedy for breach of contract, may recover from the contractor, a sum equivalent to 0.5% of the price {total cost (including elements of GST, freight/transportation and other variations like PVC/ERV etc.) of stores/incidental Works/Services, which the contractor has failed to deliver within the period agreed for delivery in the contract, for each week or part thereof. The total damages shall not exceed 5% of the Price {total cost (including elements of GST, freight/ transportation and other variations like PVC/ERV etc.) of stores/incidental Works/ Services. Any extension given by the buyer for delay attributable to buyer or on account of Force Majeure Clause is to be factored in delivery period.

8.1 In case of inordinate delay this maximum deduction shall be 10% of the Price (total cost), as stated above, of stores/ incidental works/services supplied with delay.

8.2 **Inordinate Delays:** Inexcusable delays of more than one-fourth (25%) of the total delivery period shall be treated as inordinate delays.

9. **Termination of Contract.** Without prejudice to any other remedy for breach of the Contract, such as removal from the list of registered suppliers, the Buyer shall have the right to terminate this Contract in part or in full, by giving Termination Notice to the Seller any time after the default, but prior to the intended termination date, in any of the following cases:-

9.1 The Seller fails to honour any part of the Contract including failure to deliver the contracted stores/ render services/ achieve milestones in time as per the Contract for causes not attributable to Force Majeure for more than 06 months as related to the delivery period as per the Contract, or for a period greater than 50% of the scheduled delivery period for the overall Contract, whichever is earlier.

9.2 The Seller is declared bankrupt or becomes insolvent.

9.3 The performance in whole, or in part, or any obligation under this Contract is prevented or delayed by any reason of Force Majeure for a period exceeding 90 (ninety) days, provided Force Majeure clause is included in the Contract.

9.4 The item offered by the Seller repeatedly fails in the inspection and/ or the Seller is not in a position to either rectify the defects or offer items conforming to the contracted quality standards.

9.5 The Seller is found to have made any false or fraudulent declaration or statement or utilized the services of any person, party, firm or institution engaged as an agent to get the contract and made payment/ commission to such agents, or the Seller is found to be indulging in corrupt and unethical practices, directly or indirectly, to influence the award of the Contract.

9.6 Any special circumstances that are to be recorded to justify the termination of the Contract.

9.7 As per decision of the Arbitration Tribunal.

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

11. **Transfer and Subletting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof, except with the prior consent of the Buyer in case of merger, amalgamation, consolidation, acquisition, change in control or similar transactions. For granting such consent, Buyer may require the Seller to enter into a Novation Agreement. The Seller may utilise its wholly owned subsidiary in India to provide product support related to the Contract. However, it shall not relieve the Seller of any obligation, duty or liability attributable to the Seller under the present Contract.

12. **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registration charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims, including claims from any third party at any time on account of the infringement of any or all such rights, whether such claims arise in respect of manufacture or use. The Seller shall have the sole responsibility to defend/ settle such claim(s). The Seller shall be

responsible for completion of the supplies, including spares, tools, technical literature and training aggregates, irrespective of the fact of infringement of any or all these rights.

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

14. **Taxes, Duties and Levies.**

14.1 All taxes, duties, levies and charges which are to be paid for the delivery of goods/ services, including advance samples, shall be paid by the parties under the present Contract in their respective countries (*applicable in case of proposals involving foreign procurements*).

14.2 All indirect taxes and duties paid by the Seller on behalf of the Buyer will be reimbursed at actuals, or as quoted by the Seller, whichever is lower, based on production of documentary proof of payment.

14.3 Bidders must indicate separately the relevant Taxes/ Duties (including GST/ IGST/ etc.) likely to be paid in connection with delivery of completed goods/services specified in the BID. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

14.4 If a Bidder is exempted from payment of any duty/ tax up to any value of supplies from them, he should clearly state that no such duty/ tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/ quantum of any duty/ tax, it should be brought out clearly. In such cases, relevant certificate/s will be issued by the Buyer later, to enable the Seller to obtain exemptions from taxation authorities.

14.5 Bidders should note that in case any refund of any duty/ tax is granted to them by Central/ State authorities in respect of stores supplied under the Contract, they will pass on the credit to the Buyer immediately, along with a certificate that the credit so passed on, relates to the duty/ tax originally paid for the stores supplied under the Contract.

14.6 Any upward revision in levies, taxes and duties levied by the Central/ State/ Local governments on final product as a result of any statutory variation taking place within Contract period, shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/ tax paid by the Seller. Similarly, in case of downward revision in any such duty/ tax, the actual quantum of reduction of such duty/ tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concessions, etc., if any, obtained by the Seller.

14.7 Levies, taxes and duties levied by Central/ State/ Local governments on final product will be paid by the Buyer on actuals, based on relevant documentary evidence. Bidders are required to include the same in the pricing of their product. Taxes and duties on input items/ raw materials, and any variations thereof, will not be paid by the Buyer and they may not be indicated separately in the bids.

14.8 Liquidated damages or any other recoveries should not be shown as deductions on

the invoice, and GST shall be applicable on the Invoice Amount.

14.9 In case of Price Variation or Exchange Rate Variation, or any other variation, GST shall be applicable on the net invoice value after the variation is taken into account.

14.10 In case of profiteering by the Seller relating to GST tax, the Procuring Entity shall treat it as a violation of the Code of Integrity in the Contract and take any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.

15. **Integrity Pact Clause.** An “Integrity Pact” would be signed between the Ministry of Defence/ Buyer and the Bidder for **purchases exceeding Rs. 5 Crore**. This is a binding agreement between the Buyer and the Bidders for specific contracts in which the Buyer promises that it will not accept bribes during the procurement process and the Bidders promise that they will not offer bribes. Under this Pact, the Bidders for specific contracts agree with the Buyer to carry out the procurement in a specified manner. The Bidders are to submit the Integrity Pact along with their bids (Technical/ Commercial, whichever is earlier). The validity of the Integrity Pact shall be from the date of its signing and extend up to three years or up to 60 days beyond the date of completion of all contractual obligations including warranty to the complete satisfaction of both, the Buyer and the Bidder/ Seller, whichever is later. In case the Bidder is unsuccessful, the Integrity Pact shall expire after six months from the date of signing of the contract. The Format of Integrity Pact will be as per **Appendix ‘K’**. The essential elements of the Pact are as follows:-

15.1 A pact (Contract) between the Government of India (Ministry of Defence) (the authority or the “Buyer”) and those companies submitting a tender for this specific activity (the “Bidder”).

15.2 An undertaking by the Buyer that its officials will not demand or accept any bribes, gifts, etc., with appropriate disciplinary or criminal sanctions in case of violation.

15.3 A statement by each Bidder that it has not paid, and will not pay, any bribes.

15.4 An undertaking by each Bidder to disclose all payments made in connection with the Contract in question, to anybody (including agents and other middlemen as well as family members, etc., of officials). The disclosure would be made either at the time of submission of Bids or upon demand from the Buyer, especially when a suspicion of a violation by that Bidder emerges.

15.5 The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the Contract has been fully executed.

15.6 Undertaking on behalf of a Bidding company will be made “in the name and on behalf of the company’s Chief Executive Officer”.

15.7 The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings:-

15.7.1 Denial or loss of Contracts.

15.7.2 Forfeiture of any or all forms of security deposits/ bonds/ guarantees, including

Performance Bond, submitted by the Bidder either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefor.

15.7.3 (Covered in item above) Liability for damages to the Buyer.

15.7.4 Provisions of Sanctions for violation of the Integrity Pact shall also be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reasons for imposing sanction for violation of this Pact.

15.7.5 Debarment of the violator by the Buyer for an appropriate period of time.

16. **Denial Clause.** In case the delay in delivery is attributable to the Seller or a non-Force Majeure event, any statutory increase in, or fresh imposition of any taxes/ duty, including customs duty, leviable in respect of the Stores specified in the said Contract, and/ or upward rise in prices due to the PV clause, and/ or any adverse fluctuation in foreign exchange, are to be borne by the Seller during the extended delivery period, while the Buyer reserves the right to get any benefit of a decrease in price on any aforesaid ground.

PART IV - SPECIAL CONDITIONS OF BID

The Bidder is required to give confirmation of their acceptance of the Special Conditions of the BID mentioned below.

1. Performance Guarantee.

1.1 **Indigenous Cases.** The Bidder will be required to furnish a Performance Guarantee by way of a Account Payee Demand Draft, Fixed Deposit Receipt (FDR), Banker's Cheque, Insurance Surety Bonds, Bank Guarantee (BG)/ Electronic BG (e-BG) from any of the Indian Public or Private Sector Scheduled Commercial Banks or payment online in an acceptable form for a sum equal to 05% of the Contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee (PBG) should be valid up to 60 days beyond the period of warranty.

1.2 The specimen of PBG i.e **DPMF -15 att as Appendix L.**

1.3 In case any claims or any other Contract obligations are outstanding, the Seller will extend the Performance Bank Guarantee as asked for by the Buyer till such time as the Seller settles all claims and completes all Contract obligations including warranty. The Performance Bank Guarantee will be subject to encashment by the Buyer, in case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the Contract are not fulfilled by the Seller.

1.4 Provisions relating to sanctions for violation of the Integrity Pact shall also be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason therefor.

2. **Option Clause and Repeat Order Clause.** As per GeM Bid.

3. **Tolerance Clause.** As per GeM Bid.

4. **Payment Terms for Indigenous Sellers.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/ EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS as per **DPMF 17 att as Appendix 'M'**. Payment for the supply, installation, commissioning, and training of **02 Hubs and 80 Terminals** under this RFP, shall be made on a **milestone-based basis (format give at para 4.8 below)** subject to satisfactory completion of each stage, submission of requisite documents, and certification by the Purchaser/Consignee, are as detailed below:-

4.1 **PDI, Delivery & Joint Receipt Inspection (JRI).** An amount equivalent to **30% of the Contract Price** shall be released upon successful completion of **Pre-Dispatch Inspection (PDI)**, delivery of equipment to designated sites, and satisfactory completion of **Joint Receipt Inspection (JRI)**. Payment may be made on a **pro-rata basis** in case of phased delivery, particularly for terminals. Accordingly following documents need to be submitted:-

4.1.1 Digital / Ink-signed copy of Seller's bill.

- 4.1.2 Digital / Ink-signed copy of Commercial Invoice.
- 4.1.3 The relevant Transport Receipt (where applicable).
- 4.1.4 Inspection Acceptance Certificate of Buyer demonstrating compliance with the technical specifications of the deliverables.
- 4.1.5 Packing List.
- 4.1.6 Certificate of Origin.
 - 4.1.7 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.
 - 4.1.8 Warranty certificate from the SELLER.
 - 4.1.9 Exemption Certificate for taxes/duties, if applicable.
 - 4.1.10 Certificate for payment of taxes.
 - 4.1.11 PDI and JRI Certificate.
 - 4.1.12 Inspection Acceptance Certificate for the delivered stores.

4.2 Hub Installation & ATP. An amount equivalent to **20% of the Contract Price** shall be released upon successful installation, initial testing, and certification of both Hubs at designated locations. Accordingly following documents need to be submitted:-

- 4.2.1 Digital / Ink-signed copy of Seller's bill.
- 4.2.2 Ink-signed copy of Commercial invoice (Original Copy).
- 4.2.3 Acceptance Testing Certificate for the delivered stores by Buyer demonstrating compliance with the technical specifications of the contract.

4.3 Terminal SATP. An amount equivalent to **10% of the Contract Price** shall be released upon completion of SATP of all **80 Terminals (at pro rata basis)**. Accordingly following documents need to be submitted:-

- 4.3.1 Digital / Ink-signed copy of Seller's bill.
- 4.3.2 Ink-signed copy of Commercial invoice (Original Copy).
- 4.3.3 Acceptance Testing Certificate for the delivered stores by Buyer demonstrating compliance with the technical specifications of the contract.

4.4 Installation & Commissioning: Network ATP (NATP). An amount equivalent to **20% of the Contract Price** shall be released upon successful installation, integration, testing, and commissioning of the complete system (Hubs and Terminals), duly certified by the Purchaser. Digital / Ink-signed copy of Seller's bill. Accordingly following documents need to be submitted:-

- 4.4.1 Ink-signed copy of Commercial invoice (Original Copy).
- 4.4.2 Network Acceptance Testing Certificate for the delivered stores by Buyer demonstrating compliance with the technical specifications of the contract.

4.5 Training (TRG). An amount equivalent to **10% of the Contract Price** shall be released upon completion of user training, submission of training reports, and handover of all manuals, documentation, and deliverables.

4.6 Final Acceptance. The balance **10% of the Contract Price along with all associated taxes** shall be released upon issue of **Final Acceptance Certificate (FAC)**

after satisfactory completion of all contractual obligations, rectification of deficiencies, placement of spares and submission of final bills.

4.7 Part-Dispatch / Part-Shipment of Deliverables. Part dispatch or part-shipment of goods is permitted and corresponding payment will be released to the Seller on pro-rata basis subject to minimum lot size. Trans-shipment may not be permitted for certain deliverables and/or under certain situations:-

4.7.1 Minimum lot-Hub. The delivery of both hubs will be completed in maximum four lots. This is to facilitate timely PDI and installation.

4.7.2 Minimum lot-Terminal. The terminals will be delivered as one complete system with initial lot of 05 terminals and subsequent lots of minimum 15 terminals each. The first lot of **05** terminals will be supplied and only after successful PDI of this lot, the remaining lots of minimum 15 terminals will be presented by the SELLER for PDI.

4.8 The details of payment for the supply, installation, commissioning, and training of 02 Hubs and 80 Terminals as per milestone-based basis are as follows:-

PAYMENT SCHEDULE

Ser No	Activity	Scheme for Payment	Remarks
1.	Signing of contract (T ₀)	-	T ₀ being the date of signing of contract.
2.	On proof of dispatch of deliverables to the consignee and successful completion of PDI & JRI and issuance of associated documents	30 % of the Base contract price of the deliverables	Minimum lot:- Terminal -initial lot size of 05 and subsequently minimum lot size will not be less than 15. Hub – in max four lots for both hub
3.	Hub Installation and ATP, along with issuance of associated documents	20 % of the Base contract price of the deliverables	
4.	Terminal SATP	10 % of the Base Contract Price of deliverables	

5.	Installation & Commissioning: NATP	20 % of the Base contract price of the deliverables	
6.	Training along with material and CBT	10 % of the Base contract price of the deliverables	
7.	Final Acceptance	10 % of the Base Contract Price along with all associated taxes	

Note: Time Period: **T₀ + 15 months.**

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

6. **Paying Authority.**

6.1 **Indigenous Sellers.** The payment of bills will be made on submission of the following documents (as applicable) by the Seller to the Paying Authority along with the bill:-

6.1.1 Ink-signed copy of Contingent bill/ Seller's bill.

6.1.2 Ink-signed copy of Commercial invoice.

6.1.3 Copy of EAS, Supply Order/ Contract with UO Number and date of IFA's concurrence, where required.

6.1.4 CRVs in duplicate.

6.1.5 Inspection note.

6.1.6 Claim for statutory and other levies to be supported with requisite documents/ proof of payment such as GST challan, Customs duty clearance certificate, proof of payment for EPF/ ESIC contribution with nominal roll of beneficiaries, etc., as applicable.

6.1.7 Exemption certificate for taxes/ duties, if applicable.

6.1.8 Copy of Advance Payment Bank Guarantee (APBG), if any.

6.1.9 Guarantee/ Warranty certificate, if applicable.

6.1.10 Copy of Integrity Pact, Performance Bank Guarantee/ Indemnity bond, where applicable.

6.1.11 DP extension letter with CFA's sanction, UO Number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.

6.1.12 Details for electronic payment, viz. Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if

these details are not incorporated in Supply Order/ Contract).

6.1.13 Any other document/ certificate that may be provided for in the Supply Order/Contract.

6.1.14 User Acceptance.

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

7.1 The price charged for the stores supplied under the Contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offers to sell stores of identical description to any persons/ organisation, including the Purchaser or any Department of the Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government, as the case may be, during the period till performance of all obligations including warranty under the Contract/all Supply Orders placed during the currency of the Rate Contract (as applicable), is completed.

7.2 If at any time, during the said period, the Seller reduces the sale price, sells or offers to sell such stores to any person/ organisation, including the Buyer or any Department of the Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government, as the case may be, at a price lower than the price chargeable under the Contract, the Seller shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the Contract for the stores, shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

7.2.1 Exports/ Deemed Exports by the Seller.

7.2.2 Sale of goods such as drugs, which have expiry dates.

7.3 The Seller shall furnish the following certificate to the Paying Authority, along with each bill for payment for supplies made against the Contract/ Rate Contract:-

“We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the Contract herein and such stores have not been offered/ sold by me/ us to any person/ organisation, including the Purchaser or any Department of the Central Government or any Department of a State Government or any Statutory Undertaking of the Central or State Government, as the case may be, up to the date of bill/ the date of completion of supplies against the Contract/ all supply orders placed during the currency of the Rate Contract (as applicable), at a price lower than the price charged to the Government under the Contract, except for quantity of stores categories under sub-clauses 7.2.1 and 7.2.2 of sub-para 7.2

above, details of which are given below:-

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8. **Risk & Expense Clause.**

8.1 Should the stores or any installment thereof not be delivered within the time or times specified in the Contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall, after granting the Seller 45 days to cure the breach,

be at liberty, without prejudice to the right to recover Liquidated Damages (LD) as a remedy for breach of Contract, to declare the Contract as terminated, either wholly or to the extent of such default.

8.2 Should the stores or any installment thereof not perform in accordance with the specifications/ parameters provided by the Seller during the check-proof tests to be done in the Buyer's country, the Buyer shall be at liberty, without prejudice to any other remedies for breach of Contract, to terminate the Contract wholly or to the extent of such default.

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

8.3.1 Such default.

8.3.2 In the event of the Contract being terminated, either wholly or to the extent of such default, the balance of the stores remaining to be delivered thereunder.

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

8.5 The manner and method of such procurement from other source shall be at the discretion of the Buyer, and it shall not be necessary for the Buyer to notify the Seller of such procurement.

9. Force Majeure Clause.

9.1 Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods/ stores under the provisions of the present Contract), if the non-performance results from such Force Majeure circumstances as flood, fire, earthquake and other acts of God as well as war, military operations, blockade, or any other circumstances beyond the control of the parties, that have arisen after the conclusion of the present Contract.

9.2 In such circumstances, the time stipulated for the performance of an obligation under the present Contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

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

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

9.5 If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the Contract totally or

partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement/ Contract for the goods/ stores received.

10. **Specifications.** The following Specifications clause will form part of the Contract placed on the successful Bidder:-

“The Seller guarantees to meet the specifications as per BID and to incorporate the modifications to the existing design configuration to meet the specific requirements of the Buyer as per modifications/ requirements recommended after the Maintainability Evaluation Trials. All technical literature and drawings shall be amended as per the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/ alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques, along with necessary tools as a result of upgradation/ alterations will be provided to the Buyer free of cost within 90 days of affecting such upgradation/ alterations.”

11. **OEM Certificate.** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. **As per Appendix ‘N’**

12. **Earliest Acceptable Year of Manufacture** Manufacture date of items supplied should be after the placement of Supply Order. Quality and Life certificate will need to be enclosed with the Bill.

13. **Packing and Marking.** The following Packing and Marking clause will form part of the Contract placed on the successful Bidder:-

13.1 The Seller shall provide packing and preservation of the equipment and spares/ goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment (if applicable), storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/ forklift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

13.2 The packing of the equipment and spares/ goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.

13.3 Each spare, tool and accessory shall be packed in separate cartons. A label in English shall be pasted on the carton, indicating the under-mentioned details of the item contained in the carton. A tag in English with said information shall also be attached to six samples of the item. If quantity contracted is less than six, then tag shall be affixed to complete quantity contracted of the item. The cartons shall then be packed in packing cases as required.

- 13.3.1 Part Number:
- 13.3.2 Nomenclature :
- 13.3.3 Contract Annex Number :
- 13.3.4 Annex Serial Number :
- 13.3.5 Quantity contracted :

13.4 One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No.1 painted in yellow colour.

13.5 The Seller shall mark each package with indelible paint in the English language as follows:-

- 13.5.1 Contract No. :
- 13.5.2 Consignee :
- 13.5.3 Importer :
- 13.5.4 Port/ airport of destination :
- 13.5.5 Ultimate consignee :
- 13.5.6 Seller :
- 13.5.7 Package No. :
- 13.5.8 Gross/ net weight :
- 13.5.9 Overall dimensions/ volume :
- 13.5.10 The Seller's marking :

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

13.7 Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/ goods from damage or deterioration during transportation by land, air or sea. In this case the Buyer shall finalise the marking with the Seller.

14. **Quality.** The quality of the stores delivered according to the present Contract, shall correspond to the technical conditions and standards valid for the deliveries of the same stores in the Seller's country or specifications enumerated as per the BID, and shall also include therein modifications to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new, i.e. not manufactured before the placement of contract (*Year of Contract*), and shall incorporate all the latest improvements and modifications thereto, and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past, if any. The Seller shall supply an interchangeability certificate along with the changed part numbers, wherein it should be mentioned that the item would provide as much life as the original item.

15. **Quality Assurance.** The vendor would be required to provide standard Acceptance Test Procedure (ATP) within six months of the date of signing the Contract. The Buyer reserves the right to modify the ATP. The Seller would be required to provide all test facilities at his premises for acceptance and inspection by the Buyer. The details in this regard will be coordinated during the negotiation of the Contract. The bidder is required to submit valid National / International Compliance Certificates for the products being fielded, wherever applicable. The item should be of the latest manufacture, conforming to the current production standard, and having 100% defined life at the time of delivery **As per Appendix 'O'**.

16. **Inspection Authority.** The Inspection will be carried out by BOO detailed by User Dte. The mode of Inspection will be Departmental Inspection/ User Inspection/ Joint Inspection/ Self-certification.

QA Authority : Board of Officers

17. **Pre-Dispatch Inspection (PDI).** The following PDI clause will form part of the Contract placed on the successful Bidder:-

17.1 The Buyer's representatives through BOO (Board of Officers) will carry out PDI of the stores/ equipment in order to check their compliance with the specifications, in accordance with its usual standard procedures. Upon successful completion of such PDI, the Seller and Buyer will issue and sign a Certificate of Conformity to certify the completeness of the item(s).

17.2 The Seller shall intimate the Buyer at least 45 days before the scheduled date of PDI. The time required for completing visa formalities by the Seller should not be included in this notice. The Buyer will send his authorised representative(s) to attend the PDI.

17.3 The list of Buyer's representatives together with their particulars including name, title, date and place of birth, passport numbers including date of issue and date of expiry, address, etc., must be communicated by the Buyer at least Seven 07 days (*No. of days*) in advance to enable the Seller to apply for the necessary authorisations and clearances to be granted.

17.4 The Buyer reserves the right not to attend the PDI or to request for postponement of the beginning of the PDI by a maximum of 15 days from the date fixed for such PDI, in order to allow his representative(s) to attend such tests, in which case he shall inform in writing to the Seller within 15 days before the date of the beginning of the PDI. Should the Buyer request for such postponement, liquidated damages, if any, shall not apply. In case the Buyer informs the Seller within the period mentioned hereinabove that he cannot attend the PDI or in case the Buyer does not come at the postponed date requested by him for performance of the PDI as mentioned above, the Seller shall be entitled to carry out the said tests alone, as scheduled. The Certificate of Conformity and the Acceptance Test Report will be signed by the Seller's QA representative alone and such documents bearing the sole signature of the Seller's QA representative shall have the same value and effect as if they have been signed by both the parties. In case the Buyer does not elect to attend the PDI, the Buyer shall intimate the Seller in writing that it does not wish to attend the PDI.

17.4 The Seller shall provide all reasonable facilities, access and assistance to the Buyer's

representative(s) for their safety and convenience in the performance of their duties in the Seller's country.

17.5 All costs associated with the stay of the Buyer's representative(s) in the country where the PDI is to be carried out, including travel expenses, boarding and lodging, accommodation and daily expenses, shall be borne by the Buyer.

18. **Joint Receipt Inspection (JRI).** The following JRI clause will form part of the Contract placed on the successful Bidder:-

18.1 The Parties agree that the JRI of delivered goods shall be conducted on arrival in India at location to be nominated by the Buyer. JRI shall be completed within 120 days (for armament/ ammunition)/ 90 days (for other than armament/ ammunition) of arrival of the goods at the location nominated by the Buyer. JRI will consist of the following:-

18.1.1 Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in the Contract and the invoices.

18.1.2 Complete functional checking of the stores/ equipment as per specifications in the Contract and as per procedures and tests laid down by the Buyer, but functional checking of spares shall not be done.

18.2 JRI will be carried out by the Buyer's representative(s). The Buyer will invite the Seller with a prior notice of a minimum of 15 days to attend the JRI for the delivered goods. The Seller shall have the right not to attend the JRI. The bio-data of the Seller's representative will need to be communicated 15 days prior to the dispatch of goods to the Buyer for obtaining necessary security clearance in accordance with the rules applicable in the Buyer's country.

18.3 Upon completion of each JRI, JRI proceedings and Acceptance Certificate will be signed by both the parties. In case the Seller's representative is not present, the JRI proceedings and Acceptance Certificate shall be signed by the Buyer's representative only, and the same shall be binding on the Seller. Copy of JRI proceedings and Acceptance Certificate shall be dispatched to the Seller within 30 days of completion of the JRI. In case of deficiencies in quantity and quality or defects, details of these shall be recorded in the JRI proceedings, the Acceptance Certificate shall not be issued, and claims raised as per the Article on Claims in the Contract. In case there are claims, the Acceptance Certificate shall be issued by the Buyer's representative after all claims raised during JRI are settled. If the Buyer does not perform the JRI as mentioned above for reasons exclusively attributable to him, the JRI in India shall be deemed to have been performed and the stores/ equipment fully accepted.

19. **Acceptance Testing (ATP).** The ATP will comprise of **Terminal ATP, Hub ATP and Network ATP**. The terminal and Hub ATP will be carried out at respective consignee locations followed by the ATP of complete network. The ATP document for ATP of terminals, Hub and network will be provided by the Seller within 60 days from signing of contract and will further shall be approved through a BOO (Board of Officer). **The date of issuing final network acceptance certificate (of NATP) would be deemed to be the date on**

which the warranty will commence for the entire hardware and software systems supplied as part of the project.

20. Installation and Commissioning. Seller shall complete installation and commissioning of full network of Hub and ters at designated delivery locations within **15 months** from the date of **Signing of Contract**, whichever is earlier.

21. Encryption. Buyer Furnished Equipment (BFE) for encryption is to be integrated with the Hub & remote terminals. Integration of BFE will form part of installation and commissioning.

22. Realignment of Network. Any realignment of network required due to satellite migration during the project life (minimum 10 years including warranty period) will be carried out by the Seller at no additional expense.

23. Make and Model of Deliverables. The list of make and model of deliverables is shall be as per **Appx 'P'**.

24. Franking Clause. The following Franking clause will form part of the Contract placed on the successful Bidder:-

24.1 Franking Clause in the case of Acceptance of Goods. "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the Contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the Contract."

24.2 Franking Clause in the case of Rejection of Goods. "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the Contract."

25. Claims.The following Claims clause will form part of the Contract placed on the successful Bidder:-

25.1 The claims may be presented either:-

25.1.1 On quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/ Insufficiency in packing.

OR

25.1.2 On quality of the stores, where quality does not correspond to the quality mentioned in the Contract.

25.2 The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims for defects or deficiencies in quality noticed during warranty period, shall be presented at the earliest but not later than 45 days after expiry of the warranty period. Quality claims shall be submitted to the Seller as per **DPMF 18**.

25.3 The quantity claims for deficiency in quantity shall be presented within 45 days of completion

of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per **DPMF 19**.

25.4 The description and quantity of the stores are to be furnished to the Seller, along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed with the presented claim/s. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period, the claim will be deemed to have been accepted.

25.5 The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

25.6 Claims may also be settled by deduction of cost of deliverables under claim from Bank Guarantees submitted by the Seller or payment of claim amount by the Seller through demand draft drawn on any Indian Public or Private Scheduled Commercial Bank, in favour of the Principal Controller/ Controller of Defence Accounts concerned.

25.7 The quality claims will be raised solely by the Buyer and without any certification/ countersignature by the Seller's representative stationed in India.

26. **Warranty:-**

26.1 The following Warranty will form part of the Contract placed on the successful Bidder:-

26.1.1 The Seller warrants that the goods supplied under the Contract conform to technical specifications prescribed and shall perform according to the said technical specifications.

26.1.2 The Seller warrants for a period of **36 months** from the date of acceptance of stores by JRI or date of installation and commissioning, whichever is later, that the goods/ stores supplied under the Contract and each component used in the manufacture thereof, shall be free from all types of defects/ failures.

26.1.3 If within the period of warranty, the goods 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, within a maximum period of 45 days of notification of such defect received by the Seller, 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 down time. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. 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.

26.1.4 The Seller also warrants that necessary service and repair backup during the warranty period of the equipment shall be provided by the Seller, and he will ensure that the cumulative downtime period for the hub does not exceed 0.1% of the warranty period and for terminals should not exceed 2% of the warranty period.

26.1.5 The Seller shall associate technical personnel of the Maintenance agency and the Quality Assurance Agency of the Buyer during warranty repair, and shall also provide the details of complete defects, reasons and remedial actions for defects.

26.1.6 If particular equipment/ goods fail frequently and/ or the cumulative down time exceeds 10% of the warranty period or a common defect is noticed in more than 10% of the quantity of goods with respect to a particular item/component/sub-component, that complete item/ equipment shall be replaced free of cost by the Seller within a stipulated period of 45 days of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance after JRI by the Buyer or date of installation and commissioning, whichever is later.

26.1.7 In case the complete delivery of Engineering Support Package is delayed beyond the period stipulated in the Contract, the Seller undertakes that the warranty period for the goods/ stores shall be extended by that extent.

26.1.8 The Seller will guarantee the shelf life of 10 years under Indian tropical conditions, as given below:-

26.1.8.1 Minimum temperature : As per Tech Specifications in RFP

26.1.8.2 Maximum temperature: As per Tech Specifications in RFP

26.1.8.3 Average Humidity : As per Tech Specifications in RFP

26.1.9 **As and when Defect Reports are raised by User, Seller will provide all the support required throughout the life cycle of the equipment for defect investigation as per applicable policy guidelines throughout its life cycle.**

26.1.10 Any equipment whose fault / malfunction renders the entire site non-functional, in such case the warranty of entire site will be extended by such duration of downtime. Warranty of the equipment would be extended by such duration **of downtime**. Record of the downtime would be maintained by the user in logbook. Spares **and all consumables** required for warranty repairs shall be provided free of cost by **SELLER**. The **SELLER** also warrants that the consumables, special oils and lubricants required for maintenance and repair of equipment during warranty period shall be provided by the **SELLER** himself. **All activities including diagnosis, rectification, calibration, 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.

26.1.11 **Response Time.** During the warranty period the repair response and rectification time for Supplier to attend and rectify the fault **shall not exceed 24 hours** once a non-critical failure is reported and shall not exceed 8 hours for a critical failure. The downtime will be calculated/ counted after the lapse of minimum response/rectification time (**8 hours for critical faults & 24 hours for non-critical faults**). Critical faults means faults due to which any of the hub/ systems is non-operational and non-critical faults means faults due to which any of the hub/ systems is operational but with reduced/ degraded performance. Response time for VSAT based platform will commence on receipt of terminal or faulty component or equipment at PoC. However, response time for hub will commence from the time defect/ fault is reported by the user and the same is logged.

27. Product Support. The following Product Support clause will form part of the Contract placed on the successful Bidder:-

27.1 The Bidder 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 years** including the warranty period.

27.2 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-vendors on completion of warranty.

27.3 **Points of Contact (PsoC).** The bidder will maintain Point of Contact for handling the maintenance / repair of Satcom infrastructure. Accordingly Point of Contact (PsoC) locations are mentioned at **Appx 'Q'** of this document. The PsoC mentioned are tentative locations which are identified based on current operational and administrative constraints. The locations will be reviewed during the CNC stage on mutually agreed terms.

27.4 To meet the desired MTTR, the bidder will ensure that critical spares will be maintained at respective Hub loc (refer **Appx 'R'**). Critical spares will be provided on occurrence of fault and at the discretion of the buyer.

27.5 **Satcom PsoC** will have qualified technicians placed permanently at locations as mentioned at **Appx 'Q'** to cater for swift response within their area of responsibility.

28. Annual Maintenance Contract (AMC) Clause. Not Applicable in present case. However, the vendor shall be liable to provide AMC on termination of warranty as a separate case, on demand.

29. REPAIR AND MAINTENANCE PHILOSOPHY

29.1 **Preventive Maintenance.** The preventive maintenance of the equipment is to be carried out by the Bidder at Point of Contact. **The equipment will be maintained as per the OEM specified maintenance schedules and equipment manuals.** However, the number of preventive maintenances for each terminal should be at **least once every 6 months.**

29.2 Breakdown Maintenance. In addition to preventive maintenance, the Bidder will also be responsible to undertake breakdown maintenance of the equipment at Point of Contact (PoC). Defects on the equipment as and when observed, will be intimated to the Bidder by telephone/fax. The Bidder will need to diagnose, test, adjust, calibrate and repair/replace the goods/equipment during the warranty period. However, defective hard disks, storage devices, if any, of the equipment, will not be returned to the Bidder and would be retained for destruction/ safe custody. Critical spares may be utilised after obtaining consent of the Buyer. However, the SELLER will replenish these spares within max three months of utilising the same (critical spares management refer **Appx 'R'**).

29.3 Calibration. Periodic inspection and calibration services as set forth in the equipment manual shall be provided by the Bidder, to ensure operational availability of the equipment. Requisite certificates may be rendered whenever major repairs/maintenance on equipment is undertaken.

29.4 Software. The Bidder will provide support for maintenance of the software(s) during the period of Warranty and would include the following:-

29.4.1 Upgrades, patches, fixes to the OS and the Application software.

29.4.2 Back-up and restoration of software, as and when required.

29.4.3 No malware certificate.

29.4.4 Version of the software and IV & V (independent verification and validation) certificate as per the applicable CMM Level, depending on the criticality of the equipment.

29.4.5 Method of checking the health of the software and debugging methods.

29.5 Downtime and Penalties. The downtime of equipment will be in lines as followed in warranty and penalties are as defined at **para 2 of Appx 'R'**.

29.6 Training. The details of technical training to be imparted on the item/ system supplied, should be catered for, as per the suggested format at **Appx 'S'**. This should be provided with both the Technical and the Commercial Proposals.

29.7 Miscellaneous Aspects (Applicable only when trials are required). In cases where the equipment is required to undergo trials, the equipment will also be put through Maintenance Evaluation Tests. Based on this evaluation and in consultation with the supplier, the MRLS may be refined. During user trials, it may be brought out that the equipment is acceptable, subject to carrying out certain modifications/ improvements.

30. **'Adequacy' Clause.** The Bidder will confirm to the Buyer that the range and depth of Accompanied Accessories/ User Replaceable Parts/ Expendable, Spares and SMTs/ STEs being supplied are complete and adequate for carrying out repairs on the equipment. 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**. The Seller 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. The Seller will confirm that, if two different prices have been given for the same/ similar item, then the lower price quoted will prevail. In case, the quoted accessories has several items viz, Sampling Accessory Kit and add up price of these items is higher than the quoted price of the accessory, then the price would be lowered / adjusted proportionately for the items.

31. **BPC.** An initial lot of 05 terminals will be produced before a BOO detailed by the User Directorate for PDI. BPC will be granted only after successful PDI of this initial lot. The date of successful PDI will be considered the date of BPC. The delivery period will however start from the date of contract.

32. **Codification.** The bidder should agree to provide existing NSN (NATO Stock No) for each item supplied under the contract as per Part list (including MRLS (if applicable)). In case, the NSNs are not available, the Bidder should agree to codify using basic technical characteristics as required for codification in consultation with MoD/ Dte of Standardisation. In case of IPR issue, codification will be undertaken as Type IV codification (where only the manufacture details and Part No to be provided. Codification shall be completed before offer of 1st lot.

33. **Survival after Termination or Expiry.** The following articles shall survive the termination or expiration of this Contract and BG will be forfeited without any advance intimation :-

34.1 Non-Disclosure of Contract Documents.

34.2 Warranty.

34.3 Law.

34.4 Penalty for Use of Undue Influence.

34.5 Patents and Other Industrial Property Rights.

34.6 Product Support.

BID FORM (COVERING LETTER)

(To be submitted as part of Technical bid, along with supporting documents, if any)

(On Bidder's Letter-head)

(Strike out alternative phrases not relevant to you)

Bidder's Name _____
[Address and Contact Details]

Bidder's Reference No. _____ Date.....

To

The President of India, through
Head of Procurement
Procuring Organisation
[Complete address of the Procuring Entity]

Ref: Your Tender Document No. Tend No./ xxxx; Tender Title: GOODS

Sir/ Madam

Having examined the abovementioned Tender Document, we, the undersigned, hereby submit/ upload our Techno-commercial and Financial bid (Price Schedule) for the supply of Goods and incidental Works/ Services in conformity with the said Tender Documents.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1. Our Credentials

1.1 We are submitting this bid: -

1.1.1 On our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement or payments/ commissions/ gratuity is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted.

OR

1.1.2 As authorised dealer offering goods manufactured by our OEMs. Our OEM's law and taxation regulatory requirements and authorization for signatories and related documents are submitted as per format (OEM's Authorization).

OR

1.1.3 As agents/associates of our foreign principals. Our foreign principal's law and

taxation regulatory requirements, as well as authorization for signatories and related documents, are submitted as per format (Declaration by Agents/Associates of Foreign Principals/ OEMs).

1.2 We..... hereby certify that We/ our Principals/ OEM M/ s..... are proven, established, and reputed manufacturers with factories at which are fitted with modern equipment and where the production methods, quality control, and testing of all materials and parts manufactured or used by us shall be open to inspection by the representative of the Procuring Entity.

2. **Our Eligibility and Qualifications to Participate.** We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents as per format. We fully meet the qualification criteria stipulated in this Tender Document, and the relevant details are submitted along with documents.

3. **Our Bid to Supply Goods.** We offer to supply the subject Goods of requisite quality and within Delivery Schedules in conformity with the Tender Document. The relevant details are submitted as per format.

4. **Prices.** We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Price-Schedule. It is hereby confirmed that the prices quoted therein by us are:-

4.1 Based on terms of delivery and delivery schedule confirmed by us.

4.2 Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein.

4.3 Based on the terms and mode of payment as stipulated in the Tender Document. We have understood that if we quote any deviation to terms and mode of payment, our bid is liable to be rejected as nonresponsive.

4.4 Have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to the fwg:-

4.4.1 Those prices. OR

4.4.2 The intention to submit an offer. OR

4.4.3 The methods or factors used to calculate the prices offered.

4.5 Have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

5. **Affirmation to terms and conditions of the Tender Document.** We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the sections of the Tender Document. Deviations, if any, are submitted by us in 'Terms and Conditions - Compliance' format. We also explicitly confirm acceptance of the Arbitration Agreement as given in the Tender Document.

6. **Bid Securing Declaration.** We have submitted the Bid Securing Declaration in stipulated format.
7. **Abiding by the Bid Validity.** We agree to keep our bid valid for acceptance for a period upto -----, as required in the Tender Document or for a subsequently extended period, if any, agreed to by us and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.
8. **Non-tempering of Downloaded Tender Document and Uploaded Scanned Copies.** We confirm that we have not changed/ edited the contents of the downloaded Tender Document. We realise that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our Technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our Financial bid, we undertake to submit for scrutiny, on-demand by the Procuring Entity, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.
9. **A Binding Contract.** We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that, until a formal contract is signed or issued, this bid, together with your written Letter of Award (LoA), shall constitute a binding contract between us.
10. **Performance Guarantee and Signing the contract.** We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the Procuring Entity has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.
11. **Signatories.** We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. We acknowledge that our digital/digitized signature is valid and legally binding.
12. **Rights of the Procuring Entity to Reject bid(s).** We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document.

(Signature with date)
(Name and designation)
Duly authorized to sign bid for and on behalf of
[name & address of Bidder and seal of company]

Appendix 'B'
(Ref Para 3 of Buyer added
additional terms and conditions)

ELIGIBILITY DECLARATIONS

(To be submitted as part of Technical bid)

(On Company Letter-head)

(Along with supporting documents, if any)

Tender Document No. Tend No./ xxxx; Tender Title: GOODS

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.

Eligibility Declarations

We hereby confirm that we are comply with all the stipulation of all clauses and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

1. **Legal Entity of Bidder:** _____

2. **OEM/ Manufacturer/ Agent/ Dealership Status:** _____

3. We are/ are not a JV _____

4. We solemnly declare that we (including our affiliates or subsidiaries or constituents):

4.1 Are not insolvent, in receivership, bankrupt or being wound up, not have our af-fairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons.

4.2 Including our Contractors/ subcontractors for any part of the contract.

4.2.1 Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its Tender Processes.

4.2.2 Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.

4.3 Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.

4.4 We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.

4.5 We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

5. **Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017.** We certify as under:-

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

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

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

6. **MSME Status.** Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:-

6.1 We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others:.....

6.2 We attach herewith, Udyam Registration Certificate with the Udyam Registration Number as proof of our being MSE registered on the Udyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.

6.3 Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):.....

7. **Start-up Status.** We confirm that we are/ are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

8. **Make in India Status.** Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:-

8.1 Self-Certification for the category of suppliers:

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:-

Local Content and %age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):-

Class-I Local Supplier/

Class-II Local Supplier/
Non-Local Supplier.

8.2 We also declare that

There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for an offered Goods.

We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Goods.

9. Self-Declaration by Indian Agents/ Associates of Foreign Principals.

9.1 Self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address, etc.), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc.) to establish that they are a bonafide business as per Indian Laws – are submitted as part of bid.

9.2 Agency Agreement shall be submitted with Form. It shall cover the fwg:-

9.2.1 The precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender.

9.2.2 Any payment the agent or associate receives in India or abroad from the foreign OEM/ principal, whether a commission or a general retainer fee.

9.3 Our Foreign principals, explicitly authorizing us to make an offer in response to the tender, either directly or in association with them, are listed in Form 1.3 and 1.4 annexed herewith. That also indicates their name, address, nationality, status (i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal).

9.4 The amount of commission/ remuneration included in the price (s) quoted by Bidder for agents or associated bidder.

9.5 Confirmation is given herewith from the foreign principals that the commission/ remuneration, reserved for Bidder in the quoted price(s), if any, shall be paid by the Procuring Entity in India, in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.

10. Penalties for False or Misleading Declarations. We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

[name & address of Bidder and seal of company]

Appendix 'C'

(Ref Para 15 of Part I of Buyer added
additional terms and conditions)

DOCUMENTS RELATING TO BID SECURITY

*Note: To be submitted as part of Technical bid, along with supporting documents, if any.
Submit as per format as part of Technical bid. Bidders exempted from submission of bid
security are also required to submit this.*

BID SECURING DECLARATION

(on Company Letter-head)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____

Date.....

To

The President of India, through
Head of Procurement
Procuring Organisation
[Complete address of the Procuring Entity]

Ref: Tender Document No. Tend No./ xxxx; Tender Title: GOODS

Sir/ Madam

1. We, the undersigned, solemnly declare that:
2. We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration.
3. We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:-
 - 3.1 Withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity.
- 3.2 Being notified within the bid validity of the acceptance of our bid by the Procuring Entity:-
 - 3.2.1 Refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
 - 3.2.2 Fail or refuse to sign the contract.
4. We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:-
 - 4.1 Cancellation of the entire tender process or rejection of all bids.
 - 4.2 Bid awarded to successful bidder.
 - 4.3 Forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of.....
[name & address of Bidder and seal of company]

Dated on day of [insert date of signing]

Place.....[insert place of signing]

Appendix 'D'

(Ref Para 20.2 of Part I of Buyer added additional terms and conditions)

FORMAT FOR CERTIFICATION OF INDIGENOUS CONTENT (IC) VENDOR'S

CERTIFICATE

This is to certify that we, (Name of Vendor) have achieved / are offering the following IC (**Proforma to be attached**) in the accompanying delivery under contract / equipment being offered for trials/prototype/delivery, as defined in the Defence Procurement Manual and as required under the RFP / Contract (tick whichever is applicable) No.dated

Signed by:

Responsible Designated Official /
Authorised Signatory

Seal of Vendor
Date:

.....
(Name of the Signatory and Name of Vendor)

AUDITOR'S CERTIFICATE

We (legal name of Verification Firm), established in ... (Full address) represented for signature of this Verification Certificate by (Name and designation of Authorised Representative), hereby certify that:-

The above mentioned Indigenous Content (IC) proforma has been examined and all checks of the supporting documentation and accounting records deemed necessary were carried out in order to obtain reasonable assurance that, in our opinion, based on our Verification, the Indigenous Content percentage % (in numbers and words) reflected in the above mentioned proforma has been achieved by.....(Name of Vendor) during the manufacture of.....(Name of Equipment).

Certified by:

Statutory Auditor/ Cost Auditor/
Certified or Licensed Cost Accountant/
Chartered Accountant (as applicable) (Name /Name of Firm)
Membership Number / Registration Number

Seal of Verification Firm
Date:

Appendix 'E'

**SUBJECT: RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs),
2017**

Attention is invited to Order (Public Procurement No. 1) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 2) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 3) issued vide F.6/18/2019-PPD dated 24.07.2020, Office Memorandum (OM) No. FM 8/37/2020-PPD dated 08.02.2021, OM No. F.12/1/2021-PPD(Pt.) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021. In this regard, the following is hereby ordered under Rule 144(xi) (as amended vide OM No. F.7/10/2021-PPD dated 23.02.2023) on the grounds stated therein, in supersession to all of the above mentioned Orders/ clarifications:-

Requirement of Registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non- consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure-I**.
2. Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure-I**.
3. The requirement of registration for cases covered by paragraph 1 above has been applicable since 23 Jul 2020. The requirement of registration for bidders covered by paragraph 2 above will be applicable for all procurements where tenders are issued/ published after 01 Apr 2023.
4. In tenders issued after 23 Jul 2020 or 01 Apr 2023, as the case may be, the provisions of requirement of registration of bidders and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries/ Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, the Order shall also be applicable:-
 - 5.1 to all Autonomous Bodies;
 - 5.2 to all public sector banks and public sector financial institutions;
 - 5.3 to all Central Public Sector Enterprises;
 - 5.4 to all procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings; and

5.5 Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof.

6. This order will not be applicable for cases falling under **Annexure-II**.

Definitions

7. *“Bidder”* for the purpose of the Order (including the term ‘tenderer’, ‘consultant’ ‘vendor’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
8. *“Tender”* for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.
9. *“Transfer of Technology”* means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)
10. *“Specified Transfer of Technology”* means a transfer of technology in the sectors and/ or technologies, specified in paragraph 14, occurring on or after 23 Jul 2020.
11. *“Bidder (or entity) from a country which shares a land border with India”* for the purpose of the Order means:-
 - 11.1 An entity incorporated, established or registered in such a country; or
 - 11.2 A subsidiary of an entity incorporated, established or registered in such a country; or
 - 11.3 An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - 11.4 An entity whose beneficial owner is situated in such a country; or
 - 11.5 An Indian (or other) agent of such an entity; or
 - 11.6 A natural person who is a citizen of such a country; or
 - 11.7 A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
12. *Beneficial owner* for the purposes of Para 12 (d) will be as under:-
 - 12.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation:-

12.1.1 “Controlling ownership interest” means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

12.1.2 “Control” shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

12.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

12.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

12.4 Where no natural person is identified under 12.1 or 12.2 or 12.3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

12.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

13. “Agent” for the purpose of the Order is a person employed to do any act for another, or to represent another in dealings with third persons.

[Note:-

1. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
2. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

Sensitive Sectors/ Technologies (Relevant only for the Provisions on ToT Arrangements)

14. Certain sectors and technologies have been identified as sensitive from the national security point of view. The sectors listed in **Schedule-I** to this Order are considered Category-I sensitive sectors. The sectors listed in **Schedule-II** to this Order are considered Category-II sensitive sectors. The technologies listed in **Schedule-III** are considered sensitive technologies.
15. For Category-I sensitive sectors, bidders with ToT arrangement in any technology with an entity from a country which shares a land border with India shall require registration.
16. For Category-II sensitive sectors, bidders with ToT arrangement in the sensitive technologies listed in **Schedule-III**, with an entity from a country which shares a land border with India shall require registration.

17. In Category-II sensitive sectors, the Secretary (or an officer not below the rank of Joint Secretary to Government of India, so authorized by the Secretary) of the Ministry/ Department of the Government of India is empowered, after due consideration, to waive the requirement of registration for a particular item/ application or a class of items/ applications from the requirement of registration, even if included in **Schedule-III**. The Ministry/ Department concerned shall intimate the Department for Promotion of Industry and Internal Trade (DPIIT) and National Security Council Secretariat (NSCS) of their decision to waive the requirement of registration. Ministries/ Departments of the Government of India are not required to consult the DPIIT/ NSCS before deciding and are only required to intimate the decision to DPIIT/ NSCS. If any point is raised by DPIIT/ NSCS, it should be considered in future procurements; ongoing procurement for which the waiver was granted need not be interrupted or altered.
18. Based on security considerations, a Ministry/ Department in a Category II sensitive sector or other Ministries/ Departments may recommend to DPIIT inclusion of any other technology in the list of sensitive technologies, either generally or for their Ministry/ Department.

Sub-Contracting in Works Contracts

19. In works contracts, including turnkey contracts, contractors shall not be allowed to sub- contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of “contractor from a country which shares a land border with India” shall be as in paragraph 11 above. This shall not apply to sub-contracts already awarded on or before 23 Jul 2020.

[Note:- Procurement of raw material, components, etc. does not constitute subcontracting.]

Certificate Regarding Compliance

20. An undertaking shall be taken from bidders in the tender documents (**Annexure-III**) that the extant guidelines for participation in the tenders (which should include conditions for implementation of this Order) have been complied with. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment and further legal action in accordance with law.

Validity of Registration

21. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.

Government e-Marketplace (GeM)

22. GeM shall remove non-compliant entities from GeM unless/ until they are registered in accordance

with this Order.

Model Clauses/ Certificates

23. Model Clauses and Model Certificates which may be inserted in tenders/ obtained from Bidders are given at **Annexure-III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc.

To,

23.1 Secretaries of all Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.

23.2 Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect to public enterprises.

23.3 Secretary, Department of Financial Services with a request to immediately reiterate these orders in respect to public sector and public sector financial institutions.

12.4 Secretary DPIIT with a request to take action as provided under Annexure I.

12.5 Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi.

12.6 CEO/ GeM with a request to ensure implementation of this order on GeM.

Schedule-I

LIST OF CATEGORY-I SENSITIVE SECTORS

Sr. No	Sector
(i)	Atomic Energy
(ii)	Broadcasting/ Print and Digital Media
(iii)	Defence
(iv)	Space
(v)	Telecommunications

Schedule-II

LIST OF CATEGORY-II SENSITIVE SECTORS

Sr. No	Sector
(i)	Power and Energy (including exploration/ generation/ transmission/ distribution/ pipeline)
(ii)	Banking and Finance including Insurance
(iii)	Civil Aviation
(iv)	Construction of ports and dams & river valley projects
(v)	Electronics and Microelectronics
(vi)	Meteorology and Ocean Observation
(vii)	Mining and extraction (including deep sea projects)
(viii)	Railways
(ix)	Pharmaceuticals & Medical Devices
(x)	Agriculture
(xi)	Health
(xii)	Urban Transportation

Schedule-III

LIST OF SENSITIVE TECHNOLOGIES

Sr. No	Sensitive Technologies
(i)	Additive Manufacturing (e.g. 3D Printing)
(ii)	Any equipment having electronic programmable components autonomous systems (e.g. SCADA systems)
(iii)	Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
(iv)	Chemical Technologies
(v)	Biotechnologies including Genetic Engineering and Biological Technologies
(vi)	Information and Communication Technologies
(vii)	Software

COMPETENT AUTHORITY AND PROCEDURE FOR REGISTRATION

- A. The Competent Authority for the purpose of registration under this order shall be/ continue to be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*. [This Committee was already constituted under Order (Public Procurement) No. 1].
- B. The Registration Committee shall have the following members*:
- (i) An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - (ii) Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - (iii) Any other officer whose presence is deemed necessary by the Chairman of the Committee.
 - (iv) With effect from 01.04.2023, an officer (ordinarily not below the rank of Joint Secretary) representing the National Security Council Secretariat.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as covered by the Order.
- D. On receipt of an application seeking registration from a bidder covered by Para 2 and 3 of this order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by the Central Government and its bodies specified in para 6 of this order, but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.

- H. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- I. For national security reasons, the Competent Authority shall not be required to give reasons for rejection/cancellation of registration of a bidder.

[Note:-

- (i) *In respect of application of the Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government. However, the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance.*
- (ii) *Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]*

Annexure-II of Appendix 'E'

SPECIAL CASES

- A. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
 - B. This order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.
 - C. This order will not apply to bidders (or entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.
 - D. Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration.
-

Annexure-III of Appendix 'E'

MODEL CLAUSE/ CERTIFICATE/ UNDERTAKING TO BE INSERTED IN TENDERS

[While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.]

The conditions relating to specified ToT (as shown in italics) should be incorporated only in the tenders which attract the restrictions due to specified ToT.]

A. Model Clauses for Tenders (including Tenders issued Manually or any Electronic Portal including GeM).

- I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder *(including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.*
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:-
 - (a) An entity incorporated, established or registered in such a country; or
 - (b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - (d) An entity whose beneficial owner is situated in such a country; or
 - (e) An Indian (or other) agent of such an entity; or
 - (f) A natural person who is a citizen of such a country; or
 - (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (III) above will be as under:-

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:-

- (a) *“Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent. of shares or capital or profits of the company;*
 - (b) *“Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;*
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- VIII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

Model Certificate for Tenders

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)”

Model Certificate for Tenders for Works involving possibility of Sub-Contracting

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)”

Model Additional Certificate by Bidders in the cases of Specified ToT

“I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority”.

OR

“I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement”.

B. Model Certificate for GeM (to be taken by the GeM from Seller during Registration on GeM. GeM should also obtain this Certificate from all Existing Bidders as soon as possible)

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country and does not have any specified Transfer of Technology (ToT) from such a country or, if from such a country or if having specified ToT from such a country has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)”

**SUBJECT: PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 -
REVISION**

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No. P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No. P-45021/2/2017-B.E.-II dated 28.05.2018, Order No. P-45021/2/2017-B.E.-II dated 29.05.2019 and Order No. P-45021/2/2017-B.E.-II dated 04.06.2020, hereby issues the revised "Public Procurement (Preference to Make in India), Order 2017" dated 16.09.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:-

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions.** For the purposes of this Order:-

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percentage.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

Non-local supplier' means a supplier or service provider, whose goods, services or works offered

for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'*Margin of purchase preference*' means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.

'*Nodal Ministry*' means the Ministry or Department identified pursuant to this Order in respect of a particular item of goods or services or works.

'*Procuring entity*' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'*Works*' means all works as per Rule 130 of GFR 2017 and will also include '*turnkey works*'.

3. **Eligibility of 'Class-I local supplier' 'Class-II local supplier' 'Non-local suppliers' for Different Types of Procurement.**

3.1 In procurement of all goods, services or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

3.2 Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than ₹ 200 crore, in accordance with Rule 161(iv) of GFR 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

3.3 For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services including System Integrator (SI) contracts.

3A. **Purchase Preference.**

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to Class-I local supplier in procurements undertaken by procuring entities in the manner specified hereunder.
- (b) In the procurement of goods or works, which are covered by sub-para 3(b) above and which are divisible in nature, the Class-I local supplier shall get purchase preference over Class-II local supplier as well as Non-local supplier, as per following procedure:-
 - (i) Among all qualified bids, the lowest bid shall be termed as L1. If L1 is Class-I local supplier, the

contract for full quantity shall be awarded to L1.

- (ii) If L1 bid is not a Class-I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class-I local suppliers shall be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurement of goods or works, which are covered by sub-para 3(b) above and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the Class-I local supplier shall get purchase preference over Class-II local supplier as well as Non-local supplier, as per following procedure:-
 - (i) Among all qualified bids, the lowest bid shall be termed as L1. If L1 is Class-I local supplier, the contract shall be awarded to L1.
 - (ii) If L1 is not Class-I local supplier, the lowest bidder among the Class-I local suppliers shall be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price.
 - (iii) In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers, within the margin of purchase preference, match the L1 price, the contract may be awarded to the L1 bidder.
- (d) Class-II local supplier shall not get purchase preference in any procurement undertaken by procuring entities.

3B. Applicability in Tenders where Contract is to be Awarded to Multiple Bidders. In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:-

- (a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class-I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class-I local suppliers'.
- (b) In other cases, 'Class-II local suppliers' and 'Non-local suppliers' may also participate in the bidding process along with 'Class-I local suppliers' as per provisions of this Order.

- (c) If 'Class-I local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class-I local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers'/ 'Non-local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- (d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
- (e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.
4. **Exemption of Small Purchases.** Notwithstanding anything contained in para 3, procurements where the estimated value to be procured is less than ₹ 5 lakh shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum Local Content.** The 'local content' requirement to categorise a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorise a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.
6. **Margin of Purchase Preference.** The margin of purchase preference shall be 20%.
7. **Requirement for Specification in Advance.** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government e-Marketplace (GeM).** In respect of procurement through the GeM, the GeM portal shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

9. **Verification of Local Content.**

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

9.2 In cases of procurement for a value in excess of ₹ 10 crore, the Class-I local supplier/ Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

9.3 Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

9.4 Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

9.5 Nodal Ministries and procuring entities may prescribe fees for such complaints.

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

9.7 A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under sub-para 9(h) below.

9.8 The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:-

9.8.1 The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the Ministry/ Department concerned or in some other manner.

9.8.2 On a periodical basis, such cases are consolidated and a centralised list or decentralised lists of such suppliers with the period of debarment is maintained and displayed on website(s).

9.8.3 In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in such a manner that ongoing procurements are not disrupted.

10. **Specifications in Tenders and Other Procurement Solicitations.**

10.1 Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.

10.2 Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of Class-I local supplier/ Class-II local supplier who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.

10.3 Procuring entities shall, within two months of the issue of this Order, review all existing eligibility norms and conditions with reference to sub-paras 10(a) and 10(b) above.

10.4 Reciprocity Clause.

10.4.1 When a Nodal Ministry/ Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country, etc., it shall provide such details to all its procuring entities including CMDs/ CEOs of PSEs/ PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

10.4.2 Entities of countries which have been identified by the nodal Ministry/ Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

10.4.3 The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.

10.4.4 State Governments should be encouraged to incorporate similar provisions in their respective tenders.

10.4.5 The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

10.5 Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non- availability of Indian Standards and/ or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.

10.6 “All administrative Ministries/ Departments whose procurement exceeds ₹ 1000 crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/ PSUs, for the next five years on their respective website.”

10.7 Action for Non-Compliance of the Provisions of the Order. In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. **Assessment of Supply Base by Nodal Ministries.** The Nodal Ministry shall keep in view the domestic manufacturing/ supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. **Increase in Minimum Local Content.** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

13. **Manufacture under Licence/ Technology Collaboration Agreements with Phased Indigenisation.** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a licence from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/ transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13.1 In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/ Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to Grant Exemption and to Reduce Minimum Local Content.** The administrative department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister In-charge, may by written order, for reasons to be recorded in writing:-

14.1 Reduce the minimum local content below the prescribed level; or

14.2 Reduce the margin of purchase preference below 20%; or

14.3 Exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and Nodal Ministry/ Department concerned. The Nodal Ministry/ Department concerned shall continue to have the power to vary its notification on minimum local content.

15. **Directions to Government Companies.** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. **Standing Committee.** A Standing Committee is hereby constituted with the following membership:-

16.1 Secretary, Department for Promotion of Industry and Internal Trade (DPIIT) - Chairman.

16.2 Secretary, Commerce - Member.

16.3 Secretary, Ministry of Electronics and Information Technology - Member.

16.4 Joint Secretary (Public Procurement), Department of Expenditure - Member.

16.5 Joint Secretary (DPIIT) - Member-Convener.

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee.** The Standing Committee shall meet as often as is necessary but not less than once in six months. The Committee:-

17.1 Shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.

17.2 Shall annually assess and periodically monitor compliance with this Order.

17.3 Shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content.

17.4 May require furnishing of details or returns regarding compliance with this Order and related matters.

17.5 May, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelisation or increase in public expenditure and suggest remedial measures.

17.6 May examine cases covered by para 13 above relating to manufacture under licence/

technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenisation.

17.7 May consider any other issue relating to this Order which may arise.

18. **Removal of Difficulties.** Ministries/ Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having Existing Policies.** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 01 Jan 15, such policies shall prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional Provision.** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

Sd/-
(Director)

QUALIFICATION CRITERIA - COMPLIANCE

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. Tend No./ xxxx; Tender Title: GOODS

Bidder's Name _____
[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note to Bidders: Furnish statements and documents to confirm conformity to Qualification Criteria may be mentioned/ attached here. The list below is indicative only. You may attach more documents as required for qualification criteria. Add additional details not covered elsewhere in your bid in this regard. Non-submission or incomplete submission of documents may lead to rejection of the bid as nonresponsive. Also highlight in this form deviations, if any, from Qualification Criteria.

1. Location of the manufacturing Factory _____
2. Details of Plant and Machinery executed and function in each department (Monographs & description pamphlets) be supplied, if available.
3. Details of arrangement for quality control of products such as laboratory etc
4. Details of Technical Supervisory staff-in-charge of production and quality control
 - 4.1 Skilled labour employed.
 - 4.2 Unskilled labour employed.
 - 4.3 The maximum number of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of application. Installed production capacity of item(s) quoted for, with the existing plant and machinery.
 - 4.4 The installed monthly production capacity for----- and the type of-----
 - 4.5 What portion of the production capacity shall be reserved for this contract? Indicate reserved capacity in terms of the number of items of Goods per month.
 - 4.6 Average monthly production of ----- during the last 5 years on a single shift basis
 - 4.7 Existing order on hand for -----

- 5. Have you supplied the Goods tendered for or other identical items in the past? If so, details of supplies in the last five years may be furnished in Performance Statement.
- 6. Any other relevant information regarding qualification criteria.....
- 7. Documents Attached supporting the compliance to qualification criteria:

S No	Document Attached, duly filled, signed, and copies self-attested
7.1	
7.2	
7.3	

.....
 (Signature with date)

.....
 (Name and designation)
 Duly authorized to sign bid for and on behalf of

 [name & address of Bidder and seal of company]

Appendix H
(Refers to Para 3 of Part II of
Buyer Added terms and conditions)

INDICATIVE TIME FRAME FOR PROCUREMENT UNDER SINGLE BID SYSTEM, TWO BID SYSTEM AND TWO STAGE BIDDING

Ser.	Activity	Average Time Period (In Weeks)		
		Single Bid	Two Bid	Two Stage Bidding
Receipt of Indent				
1.	Vetting and Registration of Indent	1	1	1
2.	Vendor Selection and preparation of RFP	1	1	1
3.	IFA's concurrence, CFA's approval and floating of RFP	2	2	2
Procurement Action				
4.	Time allowed for submission of offers	2 to 3	3	3 weeks for technical bids and 2 weeks for commercial bids.
5.	Opening of technical bid and technical evaluation by TEC	NA	3	3 weeks for initial round, 2 weeks for each subsequent round.
6.	Opening of commercial bids, preparation of CST and vetting, etc.	2	2	2
7.	Submission of proposal for procurement making counter offer or for holding negotiations with the concurrence of the IFA and approval of the proposal by the CFA	2	2	2

Ser.	Activity	Average Time Period (In Weeks)		
		Single Bid	Two Bid	Two Stage Bidding
8.	Preparation of brief for the CNC, issuing notice for the CNC and actual conduct of CNC meeting	4	4	4
9.	Preparation of the minutes of the CNC meeting and obtaining of signatures the members/ chairman of the CNC	1	1	1
10.	IFA's concurrence and CFA's approval of the purchase proposal	2	2	2
11.	Preparation and dispatch of the Supply Order/ signing of the contract	1	1	1
Total		18 to 19	22	24

Note:- The Time periods indicated above are indicative and may vary to meet the specific requirements of each procurement case.

(Refers to Para 3 of Part III of
Buyer Added terms and conditions)

STANDARD ARBITRATION CLAUSES

Indigenous Private Bidders

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. 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 21 (twenty one) 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 a sole Arbitrator.
3. Within 60 (sixty) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
4. The sole Arbitrator shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.
5. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 (as amended from time to time), and the award of such Arbitration shall be enforceable in Indian Courts only.
6. The decision of the Arbitrator shall be final and binding on the parties to the contract.
7. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration, including the fees and expenses, shall be shared equally by the parties, unless otherwise awarded by the sole Arbitrator.
8. The parties shall continue to perform their respective obligations under the contract during the pendency of the arbitration proceedings, except in so far as such obligations are the subject matter of the said arbitration proceedings.

Note:- In the event of the parties deciding to refer the dispute(s) for adjudication to an Arbitration Tribunal, then both parties can mutually agree on the number of arbitrators (which cannot be an even number) to be appointed. In case there is no agreement, a single (sole) arbitrator may be appointed. The parties can mutually agree on a procedure for appointing the arbitrator or arbitrators, or else, in case of arbitration with three arbitrators, each party will appoint within 60 (sixty) days of receipt of the notice one arbitrator and the two appointed arbitrators will appoint the third arbitrator within 90 (ninety) days, who will act as the presiding arbitrator. If one party fails to appoint

an arbitrator within 60 (sixty) days, or if the two appointed arbitrators fail to agree on the third arbitrator, then the court/ authority concerned may appoint any person or institution as arbitrator. The application for appointment of the third arbitrator in such cases has to be made to the Chief Justice of the High Court within whose jurisdiction the parties are situated. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the buyer and seller.

Foreign Bidders

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, should be settled by bilateral discussions.
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 60 (sixty) 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.
3. Within 60 (sixty) days of the receipt of the said notice, one arbitrator shall be nominated in writing by the Seller and one arbitrator shall be nominated by the Buyer.
4. The third arbitrator, who shall not be a citizen or domicile of the country of either of the parties or of any other country unacceptable to any of the parties, shall be nominated by the parties within 90 (ninety) days of the receipt of the notice mentioned above, failing which the third arbitrator may be nominated under the provisions of the United Nations Commission on International Trade Law (UNCITRAL) by the International Chamber of Commerce, Paris at the request of either party. However the said nomination would be after consultation with both the parties and shall preclude any citizen or domicile of any country as mentioned above. The arbitrator nominated under this clause shall not be regarded nor act as an umpire.
5. The Arbitration Tribunal shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.
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 or as may be mutually agreed between the parties.
7. The decision of the majority of the arbitrators shall be final and binding on the parties to the contract.
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 Seller and the Buyer, unless otherwise awarded by the Arbitration Tribunal.

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 outgoing arbitrator.
10. In the event of a vacancy caused in the office of the arbitrators, the party which appointed such arbitrator shall be entitled to appoint another in his place and the arbitration proceedings shall continue from the stage they were left by the outgoing arbitrator.
11. In the event of one of the parties failing to appoint its arbitrator within 60 (sixty) days as above or if any of the parties does not appoint another arbitrator within 60 (sixty) days of the place of arbitrator falling vacant, then the other party shall be entitled after due notice of at least 30 (thirty) days, to request the International Chamber of Commerce, Paris, or dispute resolution institutions in India, like the Indian Council of Arbitration (ICA) or the International Centre for Alternate Dispute Resolution (ICADR) etc., to appoint another arbitrator as above.
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.

Note:- The provisions with regard to appointment of an Arbitrator by the International Chamber of Commerce, Paris, shall only be resorted to in cases of International Commercial Arbitration. Similarly, the UNCITRAL provisions will only apply with regard to appointment of Arbitrator and fixation of fees of the Arbitrator when it is a foreign arbitration. The procedure to be adopted during arbitration will be as provided in the Indian Arbitration & Conciliation Act, 1996 (as amended from time to time).

CPSUs/ DPSUs

1. In the event of any dispute or difference between CPSUs/ DPSUs and Departments/ Organisations under MoD, relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred at the First level (tier), to a Committee comprising of Secretaries of the Administrative Ministries/ Departments to which the disputing parties belong and Secretary, Department of Legal Affairs. In case the two disputing parties belong to the same Ministry/ Department, the Committee may comprise of the Secretary of the Administrative Ministry/ Department concerned and Secretary, Department of Legal Affairs. Secretary, Department of Public Enterprises may be invited in case the dispute pertains to a CPSE. The resolution of such disputes shall be by unanimous decision of the Committee.
2. In case the dispute remains unresolved after consideration by the Committee, it will be referred at the Second level (tier), to the Cabinet Secretary, whose decision will be final and binding on all concerned.
3. The procedure in this regard, referred to as the Administrative Mechanism for Resolution of Commercial Disputes (AMRCD), is available in Department of Legal Affairs/ Ministry of Law & Justice's OM No. 334774/DoLA/AMRD/2019 dated 31 Mar 2020.

FORMAT OF INTEGRITY PACT

General

1. This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 20....., between, on one hand, the President of India represented by..... (*name and designation of the officer*), (*name of organisation of the officer*), Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s represented by..... (*name and designation of the individual*), (hereinafter called the "BIDDER/ SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.
2. WHEREAS the BUYER proposes to procure {*name of good(s)/ service(s)*} and the BIDDER/ SELLER is willing to offer/ has offered the stores and

WHEREAS the BIDDER is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/ Department/ Organisation of the Government of India/ PSU performing its functions on behalf of the President of India.

Objectives

3. NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during, and subsequent to the currency of the contract to be entered into with a view to:-
 - 3.1 Enabling the BUYER to obtain the desired said stores/ equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
 - 3.2 Enabling the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER shall commit to prevent corruption, in any form, by its officials by following transparent procedures.

Commitments of the BUYER

4. The BUYER commits itself to the following:-
 - 4.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, shall demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other

advantage from the BIDDERS, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

4.2 The BUYER shall during the pre-contract stage, treat all BIDDERS alike, and shall provide to all BIDDERS the same information and shall not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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

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

Commitments of the BIDDERS

5. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

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

5.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

5.3 The BIDDER shall disclose the name and address of its agents and representatives and the Indian BIDDER shall disclose its foreign principals or associates.

5.4 The BIDDER shall disclose the payments to be made by it to agents/ brokers or any other intermediary, in connection with this bid/ contract.

5.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially, to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

5.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to, or intends to make, to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the bid/ contract and the details of services agreed upon for such payments.

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

5.8 The BIDDER shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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

5.10 The BIDDER commits to refrain from giving any complaint, directly or through any other manner, without supporting it with full and verifiable facts. Complaint, if any, shall be processed as per MoD Guidelines for Handling of Complaints in vogue. In case the complaint is found to be vexatious, frivolous or malicious in nature, it would be construed as a violation of the Integrity Pact.

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

5.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act 2013.

5.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

Previous Transgression

6. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
7. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process, or the contract, if already awarded, can be terminated for such reason.

Sanctions for Violations

8. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), shall entitle the BUYER to take all or any one of the following actions, wherever required:-
 - 8.1 To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - 8.2 Forfeiture of any or all forms of security deposits/ bonds/ guarantees submitted by the BIDDER either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.
 - 8.3 To immediately cancel the Contract, if already signed, without giving any compensation to the BIDDER.
 - 8.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER, with interest thereon at 2% higher than the prevailing MCLR of State Bank of India, while in case of a BIDDER from a country other than India, with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
 - 8.5 To encash the Advance Payment Bank Guarantee and Performance Bond/ Warranty Bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - 8.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - 8.7 To debar the BIDDER from participating in future bidding processes of the Ministry of Defence and/or Government of India as per the extant policy of MoD/ GoI.
 - 8.8 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/ stake in the BIDDER's firm, the

same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to debar the BIDDER from the bid process or rescind the contract without payment of any compensation to the BIDDER. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon the Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon the Government servant.

- 8.9 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 8.10 To recover all sums paid in violation of this Pact by the BIDDER to any middleman or agent or broker with a view to securing the Contract.
- 8.11 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
9. The BUYER shall also be entitled to take all or any of the actions mentioned at Sub- Paragraphs 8.1 to 8.11 of this Pact, on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
10. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and binding on the BIDDER. However, the BIDDER may approach the Independent Monitor(s) appointed for the purposes of this Pact.

Independent Monitors

11. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. The names and addresses of nominated Independent Monitors (at the time of issue of RFP) are as follows (However, the vendor must refer to the MoD website at www.mod.gov.in to check for any updates/ changes):-

(Names and Addresses of the Monitors to be given).

12. A copy of all communications to Independent Monitors made by the BUYER and/ or by the BIDDER(s) shall be sent to the Director (Vigilance). The designation and contact details of the Director (Vigilance) are as follows:-
{Designation and Address of the Director (Vigilance) to be included}.
13. After the Integrity Pact is signed, the BUYER shall provide a copy thereof, along with a brief background of the case to the Independent Monitors, if required by them.
14. The BIDDER(s), if they deem it necessary, may furnish any information as relevant to their bids, to the Independent Monitors.
15. If any complaint with regard to violation of this Pact is received by the BUYER in a procurement case, the BUYER shall refer the complaint to the Independent Monitors for their comments/ enquiry.
16. If the Independent Monitors need to peruse the relevant records of the BUYER in connection with the complaint sent to them by the BUYER, the BUYER shall make arrangement for such perusal of records by the Independent Monitors.
17. Both the parties accept that the Independent Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
18. As soon as the Independent Monitor notice, or has reason to believe, a violation of this Pact, the Monitor shall so inform the Authority designated by the BUYER.
19. The BIDDER(s) accepts that the Independent Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER shall also grant the Independent Monitor, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Independent Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
20. The BUYER shall provide to the Independent Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the parties. The parties shall offer to the Independent Monitor the option to participate in such meetings.
21. The Independent Monitor shall submit a written report to the designated Authority of BUYER/ Secretary in the Department within eight to ten weeks from the date of reference or intimation to them by the BUYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations, for taking final decision/action.

Facilitation of Investigation

22. In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER, and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Law and Place of Jurisdiction

23. This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Other Legal Actions

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

Validity

25. The validity of this Integrity Pact shall be from date of its signing and extend up to three years or up to 60 days beyond the date of completion of all contractual obligations including warranty to the satisfaction of both, the BUYER and the BIDDER/ SELLER, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
26. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties shall strive to come to an agreement with respect to their original intentions.
27. The parties hereby sign this Integrity Pact at on

BUYER

BIDDER

(in the name and on behalf of the company's Chief Executive Officer)

Name of the Officer : Name of the Individual :

Designation : Designation :

Dept./ Ministry/ Org. : Name of the Firm :
.....

Witnesses:-

1.

2.

Witnesses:-

1.

2.

Appendix 'L'
(Refers to Para 1.2 of Part IV of Buyer
Added terms and conditions)

FORMAT OF BANK GUARANTEE (BG) GUARANTEE BOND

To,

The President of India, through

.....
(Complete postal address of the beneficiary)

1. In consideration of the President of India (hereinafter called 'the Government') having agreed to exempt {hereinafter called 'the said Contractor(s)'} from the demand, under the terms and conditions of an Agreement dated made between and
..... for (hereinafter called 'the said Agreement'), of security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for ₹(Any other foreign currency, in case of foreign procurement contract) (Rupees/ Any other foreign currency, in case of foreign procurement contract Only), we,
(indicate the name of the bank), (hereinafter called 'the Bank'), at the request of the said Contractor(s), do hereby undertake to pay to the Government an amount not exceeding ₹/ Any other foreign currency, in case of foreign procurement contract (Rupees Only) against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
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 Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. 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 liability under this Guarantee shall be restricted to an amount not exceeding ₹ (Rupees/ Any other foreign currency, in case of foreign procurement contract..... Only).
3. We undertake to pay to the Government any money so demanded, notwithstanding any dispute or disputes raised by the Contractor(s) in any lawsuit or proceeding 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 a valid discharge of our liability for payment thereunder and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.

4. We, (*indicate the name of the bank*), 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 Agreement and that it shall continue to be enforceable until all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or until Office/ Department/ Ministry of-----certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing, on or before the , we shall be discharged from all liability under this Guarantee thereafter.
5. We, (*indicate the name of the bank*), further agree with the Government that the Government 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 Agreement or to extend time of performance/ warranty by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which, under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ Supplier(s).
7. We, (*indicate the name of the bank*), lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.
8. Notwithstanding anything contained herein above:-
 - 8.1 Our liability under this Guarantee shall not exceed ₹/ Any other foreign currency, in case of foreign procurement contract(Rupees/ Any other foreign currency, in case of foreign procurement contract Only).
 - 8.2 This Bank Guarantee shall remain valid until (hereinafter the expiry date of this guarantee). The Bank Guarantee will cease to be valid thereafter, irrespective of whether the Original Guarantee is returned to us or not.
 - 8.3 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 Bank).

Through its authorised signatory

(Signature

with

seal)

Appendix 'M'

(Refers to Para 4 of Part IV of Buyer
Added terms and conditions)

FORMAT OF ELECTRONIC CLEARING SERVICE (ECS) MANDATE

Customer's option to receive payments through e-Payment (ECS/ EFT/ Direct Credit/ RTGS/ NEFT/ Other payment mechanisms as approved by RBI)

1. Customer's name :
2. Particulars of Bank account :-
 - 2.1 Bank name :
 - 2.2 Branch name :
 - 2.3 Branch address :
 - 2.4 Branch Tele No(s). :
 - 2.5 IFS code :
 - 2.6 9 Digit code of the Bank Branch appearing on MICR cheque issued by Bank
 - 2.7 Account Type (Savings/ Current/ Cash/ etc.)
 - 2.8 Ledger No. :
 - 2.9 Ledger Folio No. :
 - 2.10 Account No. as appearing on the Cheque Book)

(Please attach a blank cancelled cheque or photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars)

3. Date of Effect :

"I hereby declare that the particulars given above are correct and complete. If the trans- action is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme."

(.....)

Date:

Signature of Customer

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp:

Date:

Official from the Bank

(.....)

Signature of the Authorised

Appendix 'N'

(Refers to Para 11 of Part IV of Buyer
Added terms and conditions)

FORMAT OF CERTIFICATES FROM ORIGINAL EQUIPMENT MANUFACTURER (OEM)/ SYSTEM INTEGRATOR (SI) FOR PROCUREMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY (ICT) GOODS AND SERVICES

Sample formats of malicious code certificates from OEMs and SIs are given below. Amendments/ additions/ deletions may be made to the formats given below to meet the project specific requirements and these should form part of the RFP and contract agreement.

MALICIOUS CODE CERTIFICATE

From Hardware OEM

1. It is certified that the firmware/ microcode installed in the hardware products listed below, which is proposed to be delivered by our Business Partner M/s, is approved by the OEM. The products have been thoroughly tested and found to be working as per the OEM's specifications at the time of delivery and no malicious code has been found in these products. Patch level update of the system is enclosed.
2. "Malicious Code" is defined as a computer program attached to or a section of code hidden within the firmware/ microcode that performs a function unauthorised by the OEM's published documentation. It includes Trojans, viruses, worms, spyware, etc.
3. The latest security patches as available at the time of supply, have been updated in the firmware. We undertake to provide solutions to address all security issues during the installation, warranty and support period of the equipment, provided end of support for the same has not been declared for the equipment by the OEM(s).

(Signed)

Date:

Designation/ Name/ Address of firm

From Software OEM

1. It is certified that we have taken reasonable steps to ensure that the software products listed below, which is proposed to be licensed by is found to be working as per the OEM's specifications at the time of delivery and no malicious software has been introduced in these products. Patch level update of the software is enclosed.

2. "Malicious Code" is defined as a computer program attached to or a section of code hidden within the software that performs a function unauthorised by the OEM's published documentation. It includes Trojans, Viruses, Worms, spyware, etc.
3. The latest security patches as available at the time of supply, have been updated in the software. We undertake to provide solutions to address all security issues during the installation, warranty and support period of the software, provided end of support for the same has not been declared for the equipment by the OEM(s).

(Signed)

Date:

Designation/ Name/ Address of firm

From SI

1. This is to warrant that the hardware and software being offered, as part of the Contract does not contain embedded malicious code at the time of installation and commissioning. Patch level update of the hardware/ software is enclosed.
2. "Malicious Code" is defined as a computer program attached to or a section of code hidden within the hardware/ software that performs a function unauthorised by the OEM's published documentation. It includes Trojans, viruses, worms, spyware, etc.
3. The firm will be considered to be in breach of the contract, in case any physical damage or any compromise in information and cyber security is caused due to activation of any malicious code embedded in the hardware/ software.
4. The latest security patches as available at the time of installation and commissioning, have been updated in the hardware/ software. We undertake to provide solutions to address all security issues during the warranty and support period of the hardware/ software, provided end of support for the same has not been declared for the equipment by the OEM(s).

(Signed)

Date:

Designation/ Name/ Address of firm

TECHNICAL SPECIFICATIONS AND QUALITY ASSURANCE - COMPLIANCE

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. Tend No./ xxxx; Tender Title: GOODS

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note to Bidders: Highlight in this form deviations, if any, from Section VII: Technical Specifications and Quality Assurance, maintaining the same numbering and structure. Submit copies of original test certificates for standards/ specification tests on the Goods and other relevant documents like technical data, literature, drawings, etc. Add additional details not covered elsewhere in your bid in this regard.

SI.No.	Ref of Technical Specification and Quality Assurance Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-Clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all Technical Specifications, Quality Assurance and Warranty requirements in the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....
[name & address of Bidder and seal of company]

DA: Relevant documents like technical data, literature, drawings, and other documents

(Ref Para 23 of Part IV of Buyer added additional terms and conditions)

MAKE & MODEL OF THE DELIVERABLE: 40 KU-BAND LT WT MANPORTABLE SUITCASE BASED SATL TERMINALS WITH HUB SYSTEM WITH 40 HIGH THROUGHPUT SATL (HTS) BASED TERMINALS WITH HUB SYSTEM EACH FOR NC & EC THROUGH OCPP (80 TERMINALS AND 02 HUBS)

No	Items Description	Qty/ Terminal	otal Qty	Make & Model
Remote Terminal				
1.	Flyaway Satcom Terminal	1 Set	80 Sets	
2.	BUC (1+1)	1 Set	80 Sets	In Cold standby Configuration
3.	LNB (1+1)	1 Set	80 Sets	
4.	Satellite Modem	1 No	80 Nos.	
5.	Network Accelerator	1 No	80 Nos.	
6.	Router cum VoIP Gateway	1 No	80 Nos.	
7.	LAN Switch	1 No	80 Nos.	
8.	Firewall	1 No	80 Nos.	
9.	IP Phone	2 Nos	160 Nos.	
10.	Industrial Grade Laptop	1 No	80 Nos.	
11.	UPS with 30 Min Backup	1 Set	80 Sets	
12.	Digital Multimeter (DMM)	1 No	80 Nos.	
13.	Rugged Carrying Case for Eqpt	1 Set	80 Sets	
14.	Packing Box	1 Set	80 Sets	
15.	Digital Earthing System	1 No	80 Nos.	
16.	Integration Kit for Remote Terminal	1 Set	80 Sets	
Hub				
17.	9 Mtr Cassegrain /Gregorian (4-port) Antenna System with accessories	1 Set	2 Set	
18.	750 W TWTA in (1+1) Configuration	1 Set	2 Set	
19.	LNB (1+1) System	1 Set	2 Set	
20.	Automatic Uplink Power Control	1 No	2 Nos	
21.	Hub Baseband System in (N:1) Redundant Configuration with its NMS	1 Set	2 Set	
22.	Network Accelerator for Hub in (1+1) configuration	1 Set	2 Set	

No	Items Description	Qty/ Terminal	total Qty	Make & Model
23.	L3 Switch, 24 port	4 Nos	8 Nos	
24.	Router	2 Nos	4 Nos	
25.	Call Manager in 1:1 Configuration	1 Set	2 Set	
26.	IP phone	2 Nos	4 Nos	
27.	Work Station	5 Nos	10 Nos	
28.	UNMS 1:1 Configuration	1 Set	2 Set	
29.	30KVA UPS in (1+1)/(N+1) redundancy with 2 Hrs Backup	1 Set	2 Set	
30.	60 KVA Silent DG Set (1+1) with AMF Panel	1 Set	2 Set	
31.	Earthing System	1 Set	2 Set	
32.	Air Conditioner (AC) - 2 Ton	6 Nos	12 Nos	
33.	Bench Top Network Enabled Spectrum Analyser	1 No	2 Nos	
34.	Handheld Spectrum Analyser, 18 GHz.	1 No	2 Nos	
35.	T&M Equipment's			
35.1.	DMM	1 No	2 Nos	
35.2.	Clamp Meter	1 No	2 Nos	
36.	Additional Equipment			
36.1.	Firewall in 1+1 configuration	1 No	2 Nos	
36.2.	Firewall in 1+0 configuration	1 No	80 Nos	
36.3.	FMC for Firewall Mgmt	1 No	2 Nos	
36.4.	Syslog Server at Hub with forwarding capability to SOC	1 No	2 Nos	
36.5	AAA server at each Hub for user authentication	1 No	2 Nos	
36.6.	Antivirus server (for windows OS only. Not required for Linux based servers).	1 No	2 Nos	
37.	One Time Services			
37.1.	Antenna Foundation /Civil work, I & C Hub Antenna, RF and	1 No	2 Nos	

No	Items Description	Qty/ Terminal	total Qty	Make & Model
	Baseband			
37.2.	Installation & Commissioning of Remote Sites	1 No	80 Nos	
37.3.	Standard Training	1 No	2 Nos	
37.4.	Standard Documentation	1 No	2 Nos	
38.	Manpower : Operation & Maintenance			
38.1.	Site Engineers at each Gateway Location for O & M	1 Nos	2 Nos	

Appx 'Q'

(Ref Para 27.3 of Part IV of Buyer
added additional terms and conditions)

POINT OF CONTACT

Maintenance of Satcom Infrastructure

1. Udampur (RE*)
2. Kolkata(RE*)
3. Dibrugarh (RE*)
4. Leh (RE*)

****RE - Resident Engineer provided by the bidder will be physically present at the above mentioned locations on all days during working hours. In case of any emergent requirement or contingency, the RE should be able to report to place of duty within 60 minutes.***

CRITICAL SPARES

1. In order to ensure timely repairs it is imperative that the bidder maintains minimum level of critical spares which are over and above the OEM supplied spares. These items should be kept as a repository at respective Hub (may be distributed to PsoC on buyer's discretion). These spares will be held at all times during the warranty period.
2. **Penalty for not Maintaining Critical Spares.** The bidder will replenish the expended spares within a period of 04 months, failing which a penalty of 0.2% per unit (item) cost per week per item will be charged upto a maximum of 10 % of unit cost of the delayed item. The holding of critical spares and their distribution will not be a limiting factor. In case the number of faults exceeds the number of spares, the vendor is obligated to cater for additional spares / components to operationalize the satcom sys as applicable.
3. **Inspection.** Initial inspection of the spares will be done during the installation phase and subsequently check will be carried out on quarterly basis or at the discretion of the buyer.
4. The list of critical spares are as under: -

S No	Item	Quantity
4.1.	1. 8 M VSAT Platform Antenna Unit	08
4.2.	40 Watt BUC & LNBC	12
4.3.	Modem	12
4.4.	Nw Accelerator	12
4.5.	Long lead associated item spare for 3 KVA UPS	8
4.6.	Long lead associated item spare for GEN SET	8
4.7.	Portable Workstation	4
4.8.	IP Phone	12
4.9.	Video IP Phone	12
4.10.	24 Port L3 Switch	12
4.11.	Router	12

5. The entire system under warranty is to

be maintained and repaired by the bidder. All faults in the system whether or not involving above mentioned critical spares will be addressed by the bidder within a period of 14 days (**Refer Para 34 of Part IV**).

FORMAT OF TRAINING DETAILS

1. **Operator Course.** This course is designed to give the student the necessary knowledge to operate an (equipment) effectively. It also covers unit maintenance procedures and procedures for unit level repair and replacement of parts.
2. **Course Description & Materials.**
 - 2.1. This course covers the theory, operation and proper sampling techniques. It will include hands on and visual presentations. **Materials** - Slide Show, User Guide.
 - 2.2. This course allows the student to do practical exercises with the (equipment) **Materials** - User Guide, (equipment) unit, Practical outline.
 - 2.3. This time allows the student to ask any questions they have and review for the test. **Materials** - User Guide, (equipment) unit.
 - 2.4. **Operator Test.** The student takes the certification test. **Materials** - User Guide, Test paper.
3. **Trainer Course.** This course is designed to give the student an understanding of the (equipment) as well as first line maintenance techniques that will help the student to keep the (equipment) working properly. In addition to that there will be a course on training others how to use the (equipment) by stressing the important issues using the (equipment). Following the course there will be a certification test which will then allow the student to train other users on the (equipment).
4. **Course Description & Materials.**
 - 4.1. This course covers the theory, operation and proper sampling techniques. It will include hands on and visual presentations. It will also include first line maintenance techniques used in the field. **Materials** - Slide Show, Supervisor Guide.
 - 4.2. This course allows the student to do practical exercises with an (equipment). **Materials** - Supervisor Guide, (equipment) unit, Practical outline.
 - 4.3. This course covers the important issues in training other users on the (equipment). **Materials** - Trainer Guide, (equipment) unit.
 - 4.4. This course allows the students to practice training other users on the (equipment) under supervision. **Materials** - Trainer Guide, Slide Show, (equipment).
 - 4.5. **Supervisor Test.** The student takes the certification test. **Materials** - Supervisor Guide, Test paper Trainer Guide.
5. **Field Repair Level Maintenance Training.** This course is designed to give the student an understanding of the (equipment) as well as first line maintenance techniques that will enable the student to keep the (equipment) working properly. Then the course will discuss the Mechanical/ Automotive/ Electronic/ Armament portion of the (equipment). A breakdown of all components as well as the calibration procedure is taught. The student will then take apart and rebuild an (equipment) going over various points. Following the classes there will be a certification test which will allow the student to then do any repairs needed on the (equipment).

6. **Course Description & Materials.**

6.1. This course covers the theory, operation and proper sampling techniques. It will include hands on and visual presentations. It will also include first line maintenance techniques used in the field. Materials - Slide Show, Supervisor Guide.

6.2. This course allows the student to do practical exercises with an (equipment). Materials - Supervisor Guide, (equipment) unit, Practical outline.

6.3. This course covers all the electronics in the (equipment). A look at all the PCBs in the unit and the procedure of analysing samples. Materials - Technical Guide, (equipment) unit.

6.4. This course discusses the troubleshooting techniques used for repairing an (equipment). Materials - Technical Guide, (equipment) unit.

6.5. This course cover the proper procedure in calibrating and (equipment). Materials - Technical Guide, (equipment) unit.

7. **Component Level Maintenance Training.** This course is designed to train students to undertake component level repair of all assemblies, sub-assemblies, modules, PCBs, etc.

8. **Base Repair Maintenance Training.** The syllabus for base repair maintenance training will be finalised during MET as per the requirement of the BUYER.

9. **Technical Know-How.** The SELLER shall provide the complete know-how on the technology used, repair and maintenance of the equipment and shall not withhold such information during the conduct of the training. Maintenance philosophy will be discussed and suggested norms for major maintenance tasks will be provided by the SELLER.

Appendix 'T'

TERMS AND CONDITIONS - COMPLIANCE

(To be submitted as part of Technical bid)

(on Company Letter-head)

Bidder's Name _____
[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Tender Document No. Tend No./ xxxx; Tender Title: GOODS

Note to Bidders: Fill up this Form regarding Terms and Conditions in the Tender Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.

S No.	Ref of Tender Document Section, Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-Clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....
.....

[name & address of Bidder and seal of company]

FORMAT FOR CERTIFICATION OF INDIGENOUS CONTENT (IC) VENDOR'S

CERTIFICATE

This is to certify that we, (Name of Vendor) have achieved / are offering the following IC (**Proforma to be attached**) in the accompanying delivery under contract / equipment being offered for trials/prototype/delivery, as defined in the Defence Procurement Manual and as required under the RFP / Contract (tick whichever is applicable) No.dated

Signed by:

Responsible Designated Official /
Authorised Signatory

Seal of Vendor
Date:

.....

(Name of the Signatory and Name of Vendor)

AUDITOR'S CERTIFICATE

We (legal name of Verification Firm), established in ... (Full address) represented for signature of this Verification Certificate by (Name and designation of Authorised Representative), hereby certify that:-

The above mentioned Indigenous Content (IC) proforma has been examined and all checks of the supporting documentation and accounting records deemed necessary were carried out in order to obtain reasonable assurance that, in our opinion, based on our Verification, the Indigenous Content percentage % (in numbers and words) reflected in the above

mentioned proforma has been achieved by.....(Name of Vendor) during the manufacture of.....(Name of Equipment).

Certified by:

Statutory Auditor/ Cost Auditor/
Certified or Licensed Cost Accountant/
Chartered Accountant (as applicable) (Name /Name of Firm)
Membership Number / Registration Number

Seal of Verification Firm
Date:

FORMAT OF COST ANALYSIS

Dept./ Wing		Product		
		Base FY (Apr-Mar) Quote		
Break Up of Fixed Price Quotation (₹ in lakh)		Quantity		
	Particulars	Previous FY (₹)	FY of Quote (₹)	Remarks
	Material			
	Imported:- Raw Materials Rejection (....%) on (a) Bought Out Items Rejection (.... %) on (b) Any other			
	Subtotal (1.1)			
	Indigenous:- Raw Materials Rejection (....%) on (a) Bought Out Items Rejection (.... %) on (b) Any other			
	Subtotal (1.2)			
	Subtotal (1.11.2)			
	Freight & Insurance Charges (.....% of 1.3)			
	Storage & Handling Charges (.....% of 1.3)			
	Subtotal (1.31.41.5) (Material Cost)			
	Conversion Costs (Total Man-Hour Costs)			
	Non-Recurring Costs			
	Sundry Direct Charges			
	Financing Costs			
	Subtotal (1.62345)			
	Warranty Cost (....% of 6)			
	Total Cost (67)			
	Profit (....% of 8)			

	Selling Price (89)			
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PROFORMA FOR SUBMISSION OF IC COMPUTATION

Name/No./Date of the Contract

Foreign Content (FC) (In USD) (In EURO).....(Total INR) excluding Customs Duties

A Import of Goods

Basic equipment / materials/ components/sub-assemblies/ assemblies MRLS SMTs STEs
Freight / Transportation/ Insurance (if paid by seller) Others

Sub-Total A

B Import of Services Royalty fee, if any Licence fee, if any Technical knowhow fee Consultation fee
Others

Sub-Total B

Foreign Content (FC) = (A + B) Computation of IC

Base Exchange Rate (D)

FC in INR (E)= (FC x D)

Base Contract Price (F)

IC (IC) = (F) – (E)

IC (%) (IC%) = IC x 100 / F

Note:

1. Base exchange Rate as per RFP/Contract.
2. IC Proforma is to be submitted along with or before the final invoice of the contract. At all prior stages, the vendor shall submit an undertaking of compliance.
3. MoD can exercise its right to conduct verification of IC achieved, with reasonable notice of relevant certifications and costs pertaining to imports for the contract.
4. In case the vendor fails to certify achieving minimum IC, 5% of contract value will be withheld till verification of IC as per contract, and such amounts shall be forfeited upon failure to achieve required IC post verification. PWBG shall also be forfeited upon failure to discharge IC obligations. In addition, any other penalty may also be imposed if minimum IC is not achieved or if a false certificate is furnished by the vendor.

ANNAUAL TURNOVER STATEMENT

1. The annual turnover of bidding entity M/s _____ for the past three years are given below and certified that the statement is true doctorate:-

S No	Years	Turnover in Lakhs (Rs)

2. This is further certified that the above turnover is in line with GST returns.

Date :

Seal and Signature of Chartered Accountant
(Name and Address)

Note: As UDIN (Unique Document Identification Number) is mandatory for all certificates issued by Chartered Accountant in practice wef 01 February 2019.18 Digits UDIN needs to be mentioned on the certificate.

MANUFACTURER'S AUTHORISATION FORM

Bidder's Reference No. _____ Date.....

To,

**President of India
Government of India
Ministry of Defence
IHQ of MoD (Army)
Master General of Sustenance Branch
Sena Bhavan, New Delhi**

1. I/We _____ established and reputable manufacturers of _____ having factories at _____ do hereby agree to supply (Name of item) _____ confirming to the required specification and required quantity to M/s _____ (Bidder) as offered for supply against the above stated bid.

2. It is also certified that M/s _____ is our Authorised distributor/reseller/importer (strike whichever is not applicable) since _____ (months and year filled) and his performance is _____.

3. We hereby extend our full warranty as per Bid _____.

4. **The self-certified copy of power of attorney to issue such authorization certificate is also enclosed herewith along with list of items for which authorisation given.**

Yours Faithfully,

(Name for and on behalf of M/s (Name of manufacturer))

EXPERIENCE CERTIFICATE

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. Tend No./ xxxx; Tender Title: GOODS

Bidder's Name _____
[Address and Contact Details]

Bidder's Reference No. _____ Date.....

1. Name of item supplied is past :
2. Quantity supplied :
3. Supply Order/Contract No & date :
4. Date of commencement of supply :
5. Date completion of supply :
6. Value of item supplied :
7. Details of values of major components of item supplied (if any) :
8. Any other experiences (if any) :

.....
(Signature with date)

.....
(Name and designation)
Duly authorized to sign bid for and on behalf of
.....
[name & address of Bidder and seal of company]

UNDERTAKING FOR SUPPORT SERVICES

Bidder's Reference No. _____ Date.....

To,**President of India
Government of India
Ministry of Defence
IHQ of MoD (Army)
Master General of Sustenance Branch
Sena Bhavan, New Delhi**

1. We undertake that adequate specialized expertise are available to ensure that the support services are responsive and we undertake total responsibility for the faulty free operation and maintenance of the product _____ during the support period.
2. We undertake that during the support period we will maintain an uptime of _____ on monthly basis for the entire product.
3. We confirm/assure uninterrupted service support through OEM (in case of reseller/distributor/importer), during the entire support period.
4. Details of service support centre and their phone numbers are enclosed herewith.

Yours Faithfully,

(Name for and on behalf of M/s (Name of manufacturer))

REPLACEMENT OF 40 KU-BAND LT WT MANPORTABLE SUITCASE BASED SATL TERS WITH HUB SYSTEM WITH 40 HIGH THROUGHPUT SATL (HTS) BASED TERMINALS WITH HUB SYSTEM EACH FOR NC AND EC THROUGH OCPP (02HUBs AND 80 TERMINALS)


Sub : Approval for purchase preference not to be given to MSME & Startups , due to the project being critical and first of its kind in establishment of High Throughput Satl (HTS) in SATCOM domain across IA.

Buyer Organisation Details

Ministry of Defence
Department of Military Affairs
MGS Proc (L&E), Indian Army

In the instant procurement case, purchase preference is not to be given to MSMEs and Startups due to following reasons :-

1. The proposal for "Replacement of 40 Ku-Band Lt Wt Man-portable Suitcase Based Satl TERS with Hub System, with **40 High Throughput Satl (HTS) Based Terminals With Hub System Each for NC and EC through OCPP (02 Hubs And 80 Terminals)**" is critical project to cater for operational voids and High Throughput Satl (HTS) communication along Northern Borders.
2. The scope of project pertains to establishment of High Throughput Satl (HTS) network based on specific ISRO HTS satellite. Moreover, such technological upgrade in SATCOM domain is undertaken through this proposal is first of its kind for IA. The task involves precise config of Hubs and terminals on already scarce HTS resources which requires domain expertise and prior prudence to ensure operational preparedness along Northern Borders. Also, due to specific nature of ISRO satellite and hub/ user beam profile, division in quantity in hub or terminals is not technically viable.


(30 Mar 26)
(N S Dabhi)
Col
Col DSA
Project Officer

Recommendations Of Chairman Procurement Committee

✓
Approved/ Not Approved



बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	07-05-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	07-05-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Military Affairs
संगठन का नाम/Organisation Name	Indian Army
कार्यालय का नाम/Office Name	*****
कुल मात्रा/Total Quantity	82
वस्तु श्रेणी /Item Category	40 KU Band Lt wt manportable suitcase based SATL ters with hub system 40x High Throughput SATL (HTS)
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Replacement of 40 KU Band Lt Wt Manportable Suitcase Based SATL Ters with Hub System with 40 High Throughput SATL (HTS) Based Terminals with Hub System Each for NC & EC (02 Hubs & 80 Terminals)
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • satellite phone
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	6896 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	6896 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	10 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	68964000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	50

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

President of India
Defence Offices Complex, 6th Floor, Africa Avenue, New Delhi
(Pcda, New Delhi)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No
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एमएसई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MSE

सक्षम प्राधिकारी का नाम/Name of Competent Authority	PC Chairman
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	ADG
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	DG SIGS
सीए अनुमोदन संख्या/CA Approval Number	B/46738/SIGS
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	30-03-2026
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण//Brief Description of the Approval Granted by Competent Authority	Specialized equipment therefore MSME & Startups are not included

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Preference to Make In India products (For bids > 200 Crore) (can also be used in Bids < 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM_No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

6. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their

authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer. If so requested and accepted by the seller, initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer. For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative / inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at seller's premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

7. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue

21-04-2026 11:00:00	MGS Conference Hall, Room No 243, 'A' Wing , 2nd Floor, Sena Bhawan, New Delhi-110011 (Contact details- Email- electengr-424@gov.in), Ph. 21411175
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40 KU Band Lt Wt Manportable Suitcase Based SATL Ters With Hub System 40x High Throughput SATL (HTS) (82 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Agra	82	450

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.

d. Copy of EFT Mandate duly certified by Bank.

4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Installed and commissioned at least one HTS Gateway/ Hub

5. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/**Disclaimer**

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in

the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---