

Tender No:24/DN25/39/1

Date: 01/03/2025

Tender release Date: 01/03/2025

Submission of NDA & OEM Competency Certificate wrt DIRCM Product for receipt of SRWS: 14/03/25

Sharing of SRWS based on NDA & competency Evaluation: 24/03/25

Submission of Queries before pre bid meeting: 11/04/25

Pre bid meeting: Tentative between 21- 25 Apr'25.

Tender Due date and time: 13/05/25 at 15:00 hrs IST.

Demo wrt Tech Evaluation: 4th week of May'25 -1st week of June'25.

Bid System: Two-Bid System

COVERING LETTER – MAIN RFP

Dear Sir /Madam,

Sub: REQUEST FOR PROPOSAL (RFP) - SUPPLY OF DIRCM (DIRECTED INFRA RED COUNTER MEASURE SYSTEM) FOR LIGHT COMBAT HELICOPTER (LCH) PLATFORM

Important Note

Bidders are requested to submit their proposals (Technical and Price bid) online at HAL's e-procurement portal (<http://eproc.hal-india.co.in> or link to e-procurement through www.hal-india.co.in). Tenders submitted through any means other than the e-procurement portal shall not be considered and shall be rejected (No Hard copies of Technical and Price bid shall be submitted). Co-development Partner (CDP) shall ensure that the pricing aspects either in PDF form or any other form are not mentioned in the Technical Bid zone. HAL is not responsible for delays/problems faced if any with the internet, etc. It is requested to submit the bids online well before the tender due date and time. Refer attached e-tender terms for the submission of Bids. Only ink-signed Hard copies of Integrity Pact & local content certification in original shall be submitted in a separate sealed cover with tender reference and it shall reach HAL, Korwa, IMM Department on or before the due date & time. Please indicate the Tender number & due date on the Envelopes of the local content/Integrity pact.

Hindustan Aeronautics Limited (HAL) intends to design and develop an **DIRCM (under co-development mode)** for the Light Combat Helicopter (LCH) platform. The description of the requirements is given below:

1. GENERAL INFORMATION:

- 1.1. Hindustan Aeronautics Limited (HAL), a Maharatna Public Sector Undertaking is engaged in the Design, Development, Manufacture, and Repair & Overhaul of Aircraft, Aero Engines, Helicopters, Avionics and Accessories (www.hal-india.co.in).
- 1.2. HAL has designed and developed a state-of-the-art, twin-engine Light Combat Helicopter (LCH) of 5800 Kg class, for the Indian Armed Services.
- 1.3. ASERDC, HAL Korwa and AD, HAL Korwa, a Division of HAL is involved in the Design and Development of Avionics systems, Electro Optical Systems. Avionics Division (AD), Korwa is involved in Manufacturing and ROH of various Avionics Systems. ASERDC, HAL Korwa intends to design and develop DIRCM system consisting of DIRCM LRU's, Ground Systems, Testers and Accessories for the LCH platform. Subsequent to the development, during series production phase the DIRCM System shall be manufactured and supplied by Avionics division, Korwa for LCH platform.
- 1.4. The development of DIRCM by ASERDC, HAL Korwa (Developer) is proposed through a Co-development model from a capable global Industry partner. This RFP envisages the selection of an appropriate Co-Development Partner hereinafter also referred to as **CDP**, through an Open Tender for joint execution of Design/Development, testing/qualification, proving flight performance, certification/ production clearance and Transfer of Technology for Series Production/ROH of the DIRCM System. The Offers/Bids are invited in two-bid system from the potential global Industry partners, interested in the joint/co-development of systems/sub-systems of DIRCM System for LCH meeting the requirements specified in this RFP. The proposal for the development phase and series production and Maintenance phase shall be submitted separately in two bid system, i.e., technical and commercial bids separately.

Brief on DIRCM:

DIRCM (Directed Infra Red Counter Measure) system will be interfaced with EW (Electronic Warfare) (MAWS) system on RS 422. H/c navigation data (H/c Present Position (LAT, LONG), H/c roll, pitch, yaw angles, H/c Velocities, AGL etc.) can be provided by EW system to DIRCM system (as required). EW processor/MAWS will provide the directional cue of the threat (Threat AZ, EL angles, Threat ID, Time to intercept (TTI), Estimated Launch range) to the DIRCM system. DIRCM will be as RT on Avionics Bus. EW system will send these data on MIL STD 1553 C to MC (IADS) for display on LAD.

A list of brief interfaces wrt DIRCM and associated systems is as follows:

Onboard sensors data to IADS on MIL1553

The following Sensor/Avionics data would be available on MIL STD 1553B bus:

- Pitch, Roll, Heading & True Air speed
- Pressure Altitude, Radio Altitude
- Doppler / GPS Navigation data

DIRCM Interface with IADS on MIL1553

- a) The following data to be available from DIRCM to IADS on MIL1553:
 - DIRCM operating modes details (Powering up, Operate, Standby, Acquiring, Tracking Jamming, IBIT, Maintenance, Fail etc.)
 - DIRCM Azimuth & Elevation
 - Threat Index (currently handled)
 - DIRCM BIT status, DIRCM failure messages, software version
- b) The following data would be available from H/c IADS to DIRCM on MIL1553:
 - Platform Pitch, Roll, Heading, Radio Altitude, PPOS, GPS altitude, Pressure altitude and Velocities, Date & Time.
 - IBIT request for DIRCM,
 - DIRCM installations coordinates and misalignment errors (if required)

Note: These parameters may vary based on discussions during development phase. Accordingly, ICD shall be finalized.

- 1.5. Design & Development, Production and Maintenance TOT and Support requirements are mentioned in the below sections.
- 1.6. **HAL may opt to utilise a derivative or part of this DIRCM product developed and certified under this RFP to other platforms through mutual agreement between HAL and CDP.**

Scope of Work: The scope of work includes the design & development, production and repair & Maintenance of the DIRCM for LCH platform.

- a) **Design & Development Phase:** The activities, part of the D&D Phase, are covered in detail in the **System Requirements and Work Share (SRWS)** of DIRCM System for the LCH platform Ref: (ASERDC KW/DIRCM/LCH/SRWS) enclosed as PART- I to this RFP. NDA is required to be signed by bidder/CDP for receiving the SRWS from HAL. The NDA of only such Vendor will be accepted and further SRWS will be shared, if it is the OEM (Original Equipment Manufacturer) of the offered DIRCM (Directed Infra-Red Counter Measure System) System being offered against this RFP. Documentary evidence for the same should be provided by OEM to prove its DIRCM system competency by providing Certificate from Vendor declaring its DIRCM product line followed by either certificate from MoD of country of origin or P.O. from an Aerospace company with product acceptance from the mentioned aerospace company.
- b) The signed NDA along with the above-mentioned applicable competency declaring document/data to reach HAL within 10 days from date of release of RFP for sharing the SRWS. The Format for NDA is attached at Part-V.
- c) **Series Production Phase:** CDP shall Transfer Manufacturing Technology (ToT) to Avionics Division, HAL, Korwa to manufacture DIRCM System (Minimum Essential requirement as bellows):
 - The DIRCM System developed by ASERDC, HAL Korwa with support of CDP shall be produced by Avionics division, HAL Korwa and delivered for series production of LCH.

CDP shall provide production and Maintenance TOT of the CDP supplied portion of all SRU's and LRUs to Avionics Division, Korwa.

- During MTOT stage, AD HAL Korwa will be essentially monitoring the full assembly of DIRCM system from SRU levels, viz all SRU's in assembled or knocked down conditions should be sent to HAL Korwa. HAL Korwa will test incoming SRU with their respective test benches, assemble, carry out necessary bore sighting, ATP checks etc as per OEM provided MTOT, carry out further ESS and dispatch the units to user for integration on platform. The repair at SRU level replacement can also be done at HAL Korwa.
- CDP may offer MTOT more than above requirement also up to raw material level procurement and build-up too, which is a desirable requirement. However, OEM can propose through their Local Indian Manufacturing partner, the supply of raw materials assembled at SRU level at Indian partner to HAL Korwa. Local Indian partner should have necessary clearances from DGAQA, Quality certifications w.r.t. Aerospace Productions Process and procedure.
- OEM will be responsible for supply of all items considering to meet 60% IC content as per DAP-2020. This IC content is applicable for full programme (combined D&D and Production phase). OEM should offer its proposal/roadmap in details for meeting this IC content. This is an Essential criteria. In absences of declaration of IC content and roadmap Vendor can be rejected by HAL.

d) Broad ToT elements are as under:

- i. Supply of CBU / RM Kits.
- ii. Supply of drawings, BOM, Gerber data etc.,
- iii. Documentation- FRD, Repair manual etc.,
- iv. Supply of Test Equipment.
- v. Support for Regulatory approvals for testers.
- vi. Installation & Commissioning of Testers as per FRD.
- vii. Tester Maintenance Philosophy / AMC.
- viii. Training.
- ix. Technical Assistance during initial stages of RM production.
- x. MRLS (Manufacture recommended List of Spares) etc.,

e) **Repair and Overhaul Phase:** CDP shall Transfer Philosophy of Repair and Maintenance to Avionics Division, HAL, Korwa to carry out repair of DIRCM System components as per above offered MTOT (wrt SRU's which are directly supplied (BOI) by CDP during design phase). The Philosophy of Repair and Overhaul (ROH) is following:

- i. Testing of units received for repair/maintenance.
- ii. Disassembly of units.
- iii. Isolating faulty modules and assemblies.
- iv. Testing of modules and assemblies.
- v. Isolating faulty SRU's and desirable for faulty components.
- vi. Replacement of faulty SRU's and further components.
- vii. Testing of modules and assemblies.
- viii. Assembly and testing of final assembly (End Unit).

Detailed Phase wise requirements are elaborated in subsequent Paragraphs.

2. DESIGN AND DEVELOPMENT PHASE:

- 2.1.** The development of DIRCM System shall be carried out as per SRWS by ASERDC, HAL Korwa along with CDP. This process includes development & supply, design reviews, system integration and testing, qualification, flight trials, documentation and certification.
- 2.2.** Based on the feedback during design reviews, integration and testing phases of LCH,
- a) In case there is a need for modification in the system(s) within the scope of CDP arises, it is the responsibility of the CDP to carry out such modifications and related technical assistance without additional cost to HAL.
 - b) In case there is a need for modification in the systems developed on BTS or BTP by ASERDC, HAL Korwa (with the support of CDP) arises and if the modules/systems/portions developed by ASERDC, HAL Korwa meets the specifications provided by CDP, it is the responsibility of the CDP to provide related technical assistance without additional cost to HAL.
- 2.3.** The system/sub systems offered by CDP shall be of the design not later than 5 years old and the CDP shall ensure that the offered product shall be maintainable in service for at least 30 years.
- 2.4.** CDP shall incorporate mutually agreed changes if any (which will be known after fitment / usage of the first set of delivered units) arising out of initial integration and trials on the LCH platform in the further lot of supplies without additional cost. CDP shall also retro-modify the previously supplied units without additional cost.
- 2.5.** CDP shall retrospectively modify and incorporate all changes, which are due to design deficiencies / not meeting the required specification at no additional cost.
- 2.6.** CDP shall provide an itemized list of all deliverables along with respective quantities as per the below schedule.
- 2.7.** CDP is required to provide the detailed activity for development delivery schedule in the form of a Pert/Gantt chart which are in line with the schedules and mile stones required as per this RFP given below for necessary monitoring and review.
- 2.8.** The development phase to be completed in 30 months, including Flight trials phase too. The Delivery schedules all items for Co-Development phase and milestone time lines are below.

Time lines of Deliverables by CDP for Development phase

Sl.No	Description	Qty	Schedule	Remarks
1.	01 Fully Assembled DIRCM System with mounting tray, cables and accessories. (Tested and Working) with all test reports and ATP	01	By T ₀ +08 months	Will be used as Engineering Unit and This will be a reference set to further route for Co Development execution.
1.1	01 Mock Up Unit with Tray	01 NO	By T ₀ +08 months	Used for Fitment Checks
2.	1 set of SRU's of DIRCM (BOI) (except for PSU- Power Supply Unit(BTP or BTS), Mechanical Chassis(BTP or BTS)).	02 Nos	By T ₀ +12 months	1 Set= Complete set of SRU's/LRU's/Modules required to meet the specifications. Agreed SRU's as per table 2 of SRWS
3.	Software IDE and Development Tools (If non standard tools) In case it is a standard tools details of OEM and procedures for purchase can only be provided.	01 set	By T ₀ +05 months	
4.	O-level equipment along with associated accessories	2 no.	By T ₀ +8 months	
5.	I-Level Tester along with associated accessories	1 no.	By T ₀ +12 months	
6.	'Special type' test equipment required, if any.	1 Set	By T ₀ +12 months	Details to be provided
7.	Harmonization tools and procedures (if there is harmonization requirement)	1 Set	By T ₀ +12 months	Harmonization Procedure to be provided.(If applicable)
8.	Documents for Co-development	1 lot	By T ₀ +02 months	
9.	DIRCM System Documents (1 Soft copy + 2 Hard Copy)	1 Set.	T ₀ +10 month	As per SRWS
10.	Training	1 Lot	In phased manner As per the program schedule.	As per SRWS
11.	Technical Assistance	1 Lot	Regular activity	As per SRWS (PDR,CDR ,Design Reviews)
12.	GDS laptop with software along with cables, hardware for data upload and download.(Optional)	1 set	As per program execution	As per SRWS
13.	Hardware for data transfer in the cockpit (optional)	1 set	By T ₀ +12 months	This will be a reference set for MPGS (Optional items , if applicable)
14.	Software package for installation in third party hardware(Optional)	1 set	By T ₀ +12 months	

15.	Other item(s) deemed essential.	1 set	By T ₀ +15 months	
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Table 1

Note :-

- Any of the item(s) above if required extra in order to meet program needs shall be ordered at the same quoted price as per mutually agreed schedule.

Project delivery Schedule and Milestones for development Phase.

Sl.no	Deliverables	Schedule in months	
1.	Kick Off Stage (To decide & freeze the workshare documents, specs, ICD and action plan-Vendor to demonstrate its lab wrt DIRCM Full functional Lab Unit. infrastructure etc of its DIRCM setup during this stage/milestone).	T ₀ + 1	Mile stone - 1
2.	Delivery of technical data / documents for Co-development activity (item as mentioned in table 1)	T ₀ + 2	
3.	Technical Support / Documentation for PDR (item 11 of table 1)	T ₀ + 3	
4.	Delivery of Software IDE's or details of Software IDE for sw development by HAL (item 3 of table 1)	T ₀ + 5	Milestone - 2
5.	Delivery of 01 set of full DIRCM system for reference (item 1 of table 1) along with Mock Up as per 1.1 of table 1	T ₀ + 8	
6.	Delivery of GDS laptop with software along with cables, hardware for data upload and download (If applicable)	T ₀ + 8	
7.	Delivery of O-level testers (item 4 of table 1)	T ₀ + 8	
T1 STARTS			
8.	Delivery of 1 set of SRU's of DIRCM (BOI) (except for PSU- Power Supply Unit(BTP or BTS), Mechanical Chassis(BTP or BTS)).	T ₁ + 4	Milestone - 3
9.	Delivery of <ul style="list-style-type: none"> I-Level Tester along with associated accessories 'Special type' test equipment required, if any Harmonization tools and procedures (if there is harmonization requirement) Optional items wrt GDS etc. 	T ₁ + 4	
10.	Technical support for integration/testing of DIRCM SYSTEM system as per SRU level system integration and software integration (item 11 of table 1)	T ₁ + 3	
11.	Technical Support / Documentation for CDR (item 9,11 of table 1)	T ₁ + 2	
12.	Technical Support / Documentation for Clearance of 1 st and 2 nd SOF units (item 9,11 of table 1)	T ₁ + 5	
T2 starts			
13.	Technical support for Clearance of LCH Rig integration (item 9,11 of table 1)	T ₂ + 2	Milestone - 4
14.	Technical support for completion of Flight trials (item 9,11 of table 1)	T ₂ + 8	

15.	Technical support for Completion of Qualification testing (item 9,11 of table 1)	$T_2 + 8$	
16.	Support for obtaining Provisional clearance (item 9,11 of table 1)	$T_2 + 10$	

Table 2

Note :

1. T_0 is the Date of release of Purchase Order by HAL to CDP. T_1 is date of completion of Milestone 2. T_2 is date of completion of milestone 3.
2. The time schedule for milestones provided above are committed timelines by HAL to the end user and hence need to be followed by CDP. However, this table will be mutually updated and agreed mutually and finalized during the "Kick Off" phase.
3. The expected delivery schedule for the production phase are given in para 3. Subsequent to the completion of Development phase, delivery schedule for the production phase shall be finalised by HAL, AD Korwa during contract / PO finalization for production phase.

3. PRODUCTION PHASE:

3.1. Currently, there is an anticipated requirement of DIRCM System for qty of approx. 180 sets inclusive spares/floats. The series production is expected to commence from year 2026/2027 onwards. The production of DIRCM System components shall commence in a phased manner after successful completion of development phase and receipt of HAL's Customer Order. A contract for production phase shall be signed by Avionics Division, HAL, Korwa as per the prices quoted and finalised for production / TOT as per this RFP and No separate RFP shall be initiated for finalising the Production phase and Repair and Maintenance Phase.

Post development, following stages of ToT is required from CDP for DIRCM System components (where CDP is the primary agency during development phase – Refer table 2 of SRWS):

CBU (Completely Built Units) Phase – Direct Purchase of DIRCM System components in fully formed condition. Total not more than approx. 25% of the series production order.

RM (Raw Material) /SRU assembly Phase (As per minimum Essential conditions of para 1.7(b) of this document) – Manufacture of DIRCM System components sets by HAL based on transfer of technology to HAL by CDP. Remaining quantity i.e. 75% of the series production order and any subsequent order for spares.

The list of one set of all spare modules/SRU required for the DIRCM System along with the cost shall be provided by CDP in the price bid.

The Work share content during production phases (CBU and RM) shall be brought out clearly in technical bid as response to RFP.

3.2. Year-wise quantities **tentatively** envisaged are as tabulated below:

Year of supply	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
Quantity (1 set of all items belonging to CDP Share)	30	34	34	34	42	6

3.3. During series production programme, Purchase orders may be placed for annual requirement depending upon the number of helicopters to be produced in each year, and the indicated quantity may increase or decrease subject to receipt of customer order.

3.4. Test Facility Establishment:

CDP shall be responsible for delivery, commissioning, testing and certification of Test rig, test equipment and simulators as per required schedule, along with the supporting documents in coordination with the Indian certification agency. Infrastructure required shall be arranged by HAL as per the CDP's recommendations.

- 3.5.** CDP shall also include Transfer of Technology (TOT) during the production phase for licensed manufacture of the fully assembled System by HAL. CDP shall provide complete details of TOT for manufacturing along with pricing details.
- 3.6.** The proposal for the Transfer of Technology for Manufacturing / ROH shall be separately included and submitted in two bids technical and commercial bids.
- 3.7.** HAL at its sole discretion may decide to do away with ToT- Mfg Plan in part or in Full. In this case, HAL shall have the option to place order for outright purchase at prices to be negotiated a fresh but not exceeding the price quoted for CBU phase with applicable escalation.
- 3.8.** CDP shall provide the following for the Production Phase
- a) ToT through CBU, RM (Raw Material) /SRU assembly Phase (As per minimum Essential conditions of para 1.7(b) of this document) phases in 25% and 75% respectively, of the total order quantity along with associated Testers / TTGE / GSE / GHE, documentation, etc.
 - b) Documentation for CBU and RM/SRU's phase.
 - c) Definitive base price of CBU and RM/SRU's Phase items/components along with value addition hours required for RM phases.
 - d) Approved BOM need to be share with HAL, which should include details of the each lines ToT depth, IC(Indigenous Content percentage), Name of Supplier, class of item (LRUs, Assembly, material, BO, SSL, Class-C etc). The BOM should be exhaustive in such a way that, HAL is able to make direct purchase of said standard lines of BOM from specified vendor (National or International).
 - e) The shortlisted CDP (National or International), will provide technology involved (by supporting document) in each line of BOM and its ultimate supplier.
 - f) Open market Vendor details and material price estimates at current year level for RM/SRU's phases.
 - g) Rate of price escalation for material/services needs to be provided.
 - h) Technical Assistance during production phase for resolving various issues related to procurement, production, customer operation and clearance from regulatory agencies etc.
 - i) FRD for the establishment of facilities for the production and maintenance of LRUs/SRUs at AD, korwa. FRD document shall also include estimate of facility establishment cost.
 - j) Authorized sources for sub-contracting vendors in India, if any.
 - k) Details along with cost of Testers (STTE) and STEs required for
 - i. Production and Depot Level/ROH maintenance at AD, Korwa.
 - ii. Platform Division pre-installation and post Installation checks
 - iii. O-Level and I-Level for end-user delivery
 - l) Training details for various functions of production e.g. production Shop, Methods, Engineering, Design, Quality, Inspection Agencies (ORDAQA and KCMA) and training cost & schedule
 - m)Solution for obsolescence of project materials being procured from OEM as well as from open market throughout the life cycle of the product.

- n) Wherever applicable, CDP shall provide OEM recommended spare part list/details for O, I and D-Level maintenance and routine / periodic maintenance and necessary training to HAL personnel on O, I and D-Level maintenance / periodic maintenance.
- o) For DIRCM System components supplied as part of CBU or direct supply, the warranty period shall be thirty-six (36) months from the date of dispatch by vendor. During the warranty period, CDP has to provide free of charge for repairs / replacement of the System to HAL. The technical life of the System that would be delivered as a replacement shall not be less than the remaining technical life of the faulty/ defective/ deficient unit being replaced.
- p) CDP shall offer maximum IC content to HAL towards execution of this program. The CDP shall ensure that the depth of Technology being transferred shall enable the HAL to achieve value addition commensurate with a minimum of 60% (IC) of the relative cost of the BOI items through indigenous manufacture. The workout of IC Content shall be submitted as part of response to bid.

3.9. Production Supply prices:

CDP shall provide year wise prices for deliverables in CBU & RM/SRU's Phase and spares separately for all items (BOI) from CDP share agreed for the program in the commercial bid:

Sl. No.	Deliverables for CBU /RM Phase	Qty	Unit Price (Year wise)						Total Price	SMH required
			26-27	27-28	28-29	29-30	30-31	31-32		
1	CBU Set	45								
2	RM/SRU's Kit	135								

Note : The quantity may vary based on Customer requirement, CDP has to supply the increased/decreased quantity in the finalized unit rate for the respective deliverables.

The draft MTOT(Manufacturing TOT) & DLM contract with all annexure attached in PART-XI, which is a preliminary submission for signing of TOT for Manufacturing and DLM Contract with CDP after L1 decision. Detail discussion on the contract for mutual agreement will be taken up at subsequent stage of time and findings of D&D stages of Equipment acceptance by Customer, with L1 Vendor. The PART-XI is one of the essential parameter (wrt essential point of CDP offering at-least SRU level Manufacturing to HAL as per guiding principle of Section 1.6 of this document) for shortlisting (in combination of D&D and ToT) of CDP, however same will be finalized on mutual discussion after completion of D&D.

4. PRODUCT SUPPORT DURING SERVICE LIFE:

- 4.1. CDP shall provide Repair / Maintenance ToT for DIRCM System components (where CDP is the primary agency during development phase – Refer table of SRWS wrt agreed workshare of SRU's.)
- 4.2. CDP in association with HAL is required to establish a maintenance / repair facility at HAL and requirement for the same to be given in the bid. Till such a facility is operational at HAL, CDP shall supply recommended spares for operator-level servicing and shall carry out the necessary

product support activities. CDP shall also provide test equipment/ fixtures special tools, and spares required for servicing at HAL.

4.3. CDP shall provide list of long-term supplies of spare parts or price catalogues and also provide as necessary provision for entering into long-term business agreements on supply, servicing and repairs like LTSA / LTRA (Long Term Repair Agreement).

4.4. CDP to provide support including technical support, documentation, training and supply of critical parts during the entire product life of the System for 30 years from the date of last supply or until total product support capability is transferred to HAL, whichever is later.

4.5. For DIRCM System components supplied post repair by CDP, the warranty period shall be 12 months from the date of acceptance by HAL. During the warranty period, CDP has to provide free of charge for repairs / replacement of the System to HAL.

4.6. In case there is a need to upgrade the System on account of the availability of superior technology based on materials or processes during the production phase, CDP may do so by providing Intent information to HAL in advance. CDP shall agree to extend complete support in re-certification of the upgraded system at a mutually agreed additional cost.

4.7. In cases where contracts are finalized for incremental technologies about the up gradation of existing products, CDP is required to participate at his cost for carrying out a detailed study of documentation/ status of old and new parts, inspection of all upgraded parts and integration of final product.

4.8. CDP shall provide support at no additional cost for any type of obsolescence mitigation measures for initial 5 years post acceptance of the complete DIRCM System on helicopter. In case of obsolescence, CDP shall provide information to HAL in advance and shall provide all necessary means of support for its mitigation by bringing in alternative arrangements.

4.9. In case of any reasons and any point of time, CDP is not able to provide product support till 30 years, CDP agrees and shall arrange to provide full transfer the technology / transfer of IP of all the DIRCM System components (inclusive of software code) supported by CDP.

4.10. CDP would be further required to extend the support to validate the indigenized product/ process within a specific time frame when products are manufactured indigenously.

4.11. ToT items:

CDP shall indicate item wise Prices for production, repair and overhauling of DIRCM System as per details not limited to the list as mentioned in price Bid at Part- III. HAL may order additional items / testers during production / ROH Phase as required. The pricing of the testers shall remain fixed along with agreed annual escalation formula.

5. QUALIFICATION CRITERIA FOR CDP :

- 5.1. CDP shall be an Original Equipment Manufacturer (OEM) of the DIRCM System being offered against this RFP. Documentary evidence for the same shall be provided. (Certificate from competent authority / MoD of country of origin/ P.O from aerospace company).
- 5.2. CDP shall specify whether LRU / Sub systems viz of offered DIRCM along with modules within the DIRCM System are designed by own or from a third party. CDP shall be completely responsible for supply of the third-party items if any in all phases as per the program requirements.
- 5.3. The offered systems/sub systems of DIRCM System by CDP should have been Flight-proven. CDP shall have delivered the productionized DIRCM System of the same/advanced specifications as proposed in this RFP to reputed aerospace companies in the past. Details of the same shall be provided.
- 5.4. CDP shall strictly comply to all the specifications / requirements mentioned in the SRWS. Any technical non-compliance shall lead to disqualification.
- 5.5. CDP shall have a sound financial standing with stable operations during the last three years. In order to support the same CDP shall provide authentic information relating to the company profile along with an audited statement of accounts/ balance sheet for a period of the last three years and solvency certificate.
- 5.6. CDP shall provide a functional demonstration of the DIRCM System to HAL at HAL Korwa or at HAL Bangalore on NC-NC (No cost No commitment) basis within 60 days from tender due date. Necessary export permit shall be obtained by CDP from the country of origin, if applicable. CDP shall be responsible for arranging all equipment's/instruments/jigs necessary for the demo.
 - a) CDP shall provide the same DIRCM along with the accessories for demo as proposed in this RFP for co-development.
 - b) However, LWS and MWS could be similar systems to demonstrate the capability.
 - c) The criteria for assessment of the functional demonstration of proposed DIRCM system are mentioned in Technical Capability Assessment table which is attached as Annexure in SRWS, Part – I of RFP for necessary action by CDP.

Note: The Offers not meeting the requirement as stated in Para 5 will be summarily rejected.



RESTRICTED INFORMATION
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6. COMMERCIAL REQUIREMENTS:

6.1. Prices

6.1.1. All the prices payable by HAL for the DIRCM System shall be given in the price format enclosed as **PART-III** of this RFP. The CDP is required to indicate prices against individual items. Prices quoted should be in the currency of the country of supply or any other convertible foreign currency. This shall be complete in all respects. Any Currency other than INR will be converted to INR as per Exchange rate (as per RBI) applicable on Tender Opening Date.

6.1.2. Prices for the Development Phase shall be firm and fixed till the completion of the development phase. The prices for the Production Phase, ToT for Repair / Overhaul facilities, ToT for manufacturing, Spares and availing additional technical assistance/ Training etc shall be at the 2025 price level. The prices will thereafter be varied as per the price variation formula to be quoted by CDP as referred to in the Commercial Terms and Conditions placed as **PART II** of this RFP using maximum cap on escalation. Price variation shall be considered only if delivery of supplies/services occurs within the contractual delivery period. In case of any delay is solely attributable to CDP this Price escalation shall not be applicable.

6.1.3. The prices of product spares (buying the product as a spare) shall not be more than respective production phase prices linked to the price variation formula (including requirements beyond the production phase period).

6.1.4. Details of indices used in the bid shall be provided for the last 5 years. The indices incorporated shall be Govt. published or public domain indices and capable of being verified/recognized. It may be noted that increases in prices quoted by the CDP are not allowable based on any factor or consideration other than verifiable indices to be quoted. In case CDP has not quoted the Indices and escalation CAP, the max Cap will be considered among the other who has quoted against this tender.

6.2. Compliance with Commercial Terms and Conditions

6.2.1. CDP needs to comply with all the terms and conditions as given in **PART-II** of this RFP.

6.3. Reduction of Prices

6.3.1. CDP shall include a statement and description of the current / future cost reduction plan on account of economy of scale and by adopting technological improvements in engineering, manufacturing etc. and best management practices with concepts like lean, supply chain of the System being quoted. This would be in addition to the price variation principle based on indices, which has its basis in technology and management aspects remaining the same.

6.4. HAL's Rights

- 6.4.1.** HAL reserves the right to reject any and/or all the bids received from CDP(s) towards this RFP or to cancel this RFP at any stage without assigning any reason what so ever.
- 6.4.2.** HAL reserves the right to foreclose or terminate the contract/ purchase order finalized based on this RFP for reasons attributable to non-compliance of any of its terms (if not relaxed in writing) during the execution of contract/purchase order.
- 6.4.3.** HAL is under no obligation by merely issuing this RFP to pay any cost incurred in the preparation or submission of any response including technical / commercial proposals from CDP.
- 6.4.4.** After successful development and certification of the DIRCM System for LCH, HAL reserves the right to adopt or modify the system within the scope of HAL for future requirements.
- 6.4.5.** In case of deficiency in the performance of the System compared to what has been stated / compiled by the CDP against this RFP, which gets noticed at integration into LCH or any stage during execution of the program, HAL reserves the right to impose and recover penalty from the CDP towards resulting adverse consequences, if any.
- 6.4.6.** HAL will not pay any interest on the Earnest Money Deposit (EMD)/Security Deposit(SD) and Performance Security Deposit etc.
- 6.4.7. Validity of Prices/ Bids:** All quoted prices and bids shall be kept valid for a minimum period of 270 days from the closing date of the tender.
- 6.4.8. Liquidated damages:** To recover from the CDP as agreed liquidated damages and not by way of penalty a sum of 0.5% value of the stores (means supplies/completion of activities) which the CDP has failed to delivery as aforesaid, for each week or part of a week during which the delivery of such stores (means supplies/completion of activities) may be in arrears with a ceiling of 10% of the value of the stores in defaulter. In case of CDP/s not agreeing for LD clause, the maximum LD amount/ to the extent not agreed LD value, to be loaded in the Comparative Statement, to determine the successful bidder.
- 6.4.9. Denial Clause:** If reason for delay in delivery is attributable to the Bidder/CDP, extra expenditure during the extended period to be borne by bidder (over and above levy of LD). Thus, any increase in statutory duties and/or upward rise in prices due to the Price Variation clause (PVC) and/or any adverse fluctuation in foreign exchange are to be borne by the Bidder/CDP during the delayed delivery period, while HAL reserves its right to get any benefit of a downward revisions in statutory duties, PVC and foreign exchange rate, during the delayed period.
- 6.4.10. Arbitration Clause:**
For Foreign Vendors: All disputes arising out of the contract shall be settled as per Laws of India/ Rules of Arbitration of ICA/ICADR.

Work and Payments During Arbitration: Work under the contract shall if reasonably possible continue by mutual agreement during the arbitration proceedings and no payment due to or payable by HAL will be withheld without reasonable cause and merely on account of the pendency of such proceedings.

6.5. Intellectual Property Rights (IPR) for Development Activities & Infringement of Third Party IPR:

Intellectual Property for the purpose of this clause includes inventions, discoveries and improvements; know-how, works of authorship, technical data, drawings, specifications, process information, reports and documented information; and computer software (including without limitation, source code, object code, source code listings and object code listings that would enable the software to be reproduced or recreated), topology of integrated circuits, databases or any other such results of intellectual activity.

6.5.1. Intellectual Property Rights for the products where full development cost is paid by HAL, rests with HAL. In the development orders, where technical inputs/assistance is provided by CDP at agreed cost to HAL, the Intellectual Property Rights (IPR) will also rest with HAL.

6.5.2. HAL shall have the right to use the Supplies/Services mentioned against the RFP irrespective of any Intellectual Property/ Intellectual Property Rights owned by CDP or its associates. CDP shall indemnify and protect at its own cost, HAL in respect of cost/claims/ liabilities (including attorney's fees) arising from any violation of Intellectual Property Rights of any third party with respect to Supplies/Services provided by CDP. If HAL or HAL's customer/s are unable to put to use the Supplies/Services or a portion thereof as a result of violation of the Intellectual Property of any third party, CDP shall within reasonable time at CDP's own cost either,

- a) Procure for HAL and HAL's Customer/s the right to continue using the Supply/Service or,
- b) Replace or modify the Supplies/Services so that it becomes non-infringing or,
- c) Compensate HAL the amount equivalent to the cost of supplies procured/ to be procured, development cost already paid to CDP and damages suffered by HAL arising due to inability to put to use the supplies/ services or a portion thereof.

6.5.3. Non-conformities between Figures and Words: Sometimes, non-conformities/errors are observed in the bids between the quoted prices in figures and in words. This should be taken care of in the following manner:

- a) If, in the price structure quoted, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly;
- b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail.

d) Such a discrepancy in an offer should be conveyed to the Bidder asking him to respond by a target date and if the Bidder does not agree to HAL's observation, the bid is liable to be rejected.

7. GUIDELINES FOR SUBMISSION OF BIDS:

CDP shall submit the proposal in 2 (Two) bid formats, technical bid and Commercial bid separately (through HAL e-Procurement portal only). Accordingly, proposal shall cover the following:

7.1. Technical Bid: Following documents must be submitted as part of the technical bid.

7.1.1. Technical bid for Development phase: Technical Proposal (also referred to as Technical Bid) for development support, integration testing, qualification, flight trial support, documentation, and certification which shall also include the following information in 7.1.2 to 7.1.14

7.1.2. Compliance Statements:

Compliance matrix confirming point-by-point compliance to all parts of this RFP, a compliance matrix against SRWS in Part I and compliance matrix against Commercial terms and conditions in Part II, shall be enclosed with the technical proposal.

In case of any non-compliance to any of the clauses, it shall be provided in the compliance matrix and a separate table shall be provided giving all the necessary factual and comprehensive details covering the variance/ non-compliance. Insufficient or incomplete details may lead to rejection of the offer. In respect of technical specifications, an indication of "compliance" needs to be substantiated with details.

7.1.3. Development Plan with Schedule

CDP shall provide a Development Plan clearly indicating the intermediate milestones in the form of a Gantt chart.

7.1.4. Separate Technical Bid for Transfer of Technology for Manufacturing:

A separate technical bid for transfer of technology for manufacturing at HAL / HAL designated source shall be submitted.

7.1.5. Separate Technical Bid for Transfer of Technology for Repair and Overhaul:

A separate technical bid for establishing repair and overhaul facilities at HAL / HAL designated source shall be submitted.

7.1.6. Earnest Money Deposit (EMD):

- a) The EMD to be charged shall be a fixed amount of Rs.3,00,000.00(Rupees Three Lakhs Only) based on estimated value of stores of this RFP.
- b) EMD shall be acceptable in the form of DD/Bankers Cheque/Pay order/Bank Guarantee (including e-Bank Guarantee). In case EMD is specified as a Bank Guarantee, the same is to be submitted in the form of an irrevocable Bank Guarantee from the scheduled Banks (or, in case of foreign suppliers, from Bank of International Repute) valid for 28 days beyond the validity of the Bid as per the format at Part – VII of RFP.

The EMD can also be paid through WIRE / SWIFT transfer to HAL account number 00000010442436631, IFSC – SBIN0001676 the proof of which shall accompany the bidder's offer.

- c) EMD needs to be submitted by the participating bidder. However, the EMD remittance document, either in Indian currency or any other convertible currency of the specified amount, can be arranged by the Indian subsidiary/branch office in India of a foreign bidder which shall be submitted along with a certificate confirming the relationship of the subsidiary/branch office in the bidder's offer. Offers not accompanied with requisite amount of EMD or EMD not submitted in the specified form shall be summarily rejected.
- d) That in case of e-tender two Bid system, the EMD in the form of a hard copy in original to be sent by post/ courier /personal delivery to reach HAL Korwa Division before the scheduled closing time for the tender. A copy of such documents/office shall be attached to the technical bid of the e-tender.

In case the EMD document does not reach tender issuing authority by the time of closing of the tender, the offer will not be considered for evaluation, the offer will be considered as unresponsive and rejected.

- e) That, CDPs exempted from submission of EMD as per Govt. of India directives (such as MSEs, Start-ups (recognized by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry), etc.) must submit certified copy of GOI's authority for such exemption in lieu of EMD.
- f) EMD will not carry any interest for the period it is retained with HAL. EMD shall be forfeited if a tenderer withdraws, amends, impairs, and/or derogates from tender within validity.

7.1.6.1. Security Deposit:

- a) Bidders will be required to submit the Security Deposit equivalent to 5% of the total ordered value excluding taxes (If taxes and duties quoted separately otherwise total order value quoted) of the order within 15 days of issuance of purchase order by way of Demand Draft or Bank Guarantee in a prescribed format of HAL from a scheduled Bank in India/Bank of International repute (for foreign vendors) which shall be valid up to 60 days after the completion of contract period/ last supply. Security Deposit will bear no interest. This is a essential parameter.
- b) In case the supply order/ contract is not executed to the entire satisfaction of HAL the Security Deposit will be forfeited. In case any claims or any other contract obligations (related to supplies excluding warranty) are outstanding, the bidder shall be required to extend the Security Deposit as required till such time the vendor settles all claims and complete such obligations.

7.1.7. Integrity Pact (IP):

- a) CDP shall submit hard copy of the Integrity Pact (either Omnibus IP or Standalone IP), in original, duly signed by authorized signatory and witness, in a sealed envelope. Bidders shall submit IP on plain bond Paper. All pages are to be initiated by the Bidder/ authorized signatory. Formats for both Omnibus IP and Standalone IP are placed at Part-IV of RFP. CDP may select either Omnibus IP or Standalone IP for signing with HAL. In case, CDP had already signed Omnibus IP with any divisions of HAL and the same is valid then they can enclose a copy of the same against this tender, instead of signing fresh Integrity Pact.
- b) The envelope, which contains the signed IP, shall be marked as "Integrity Pact" indicating tender reference and due date and shall reach us at the following address on or before the tender due date and time:

Deputy General Manager (IMM & OS),
Avionics Division, HAL Korwa,
Hindustan Aeronautics Ltd.
Amethi-227412
Ph: +91-5368-255005/083/473

Or

Alternatively, the sealed cover with tender reference and due date containing the signed Integrity pact shall be dropped in the tender box (HAL KORWA) kept at Officer Gate No. 8 Reception on or before the tender due date and time specified in tender.

- c) HAL will not be responsible for any transit/postal delay or delay due to any other reasons in receipt of a hard copy of the original signed IP. A copy of the signed IP shall also be scanned and attached with your technical bid, which has to be submitted online through the e-procurement portal.
- d) Entering into an integrity pact without deviation from the specified format is a preliminary qualification without which the bid is liable to be rejected without evaluation. Bidders who submit IP with deviation might at HAL's discretion be given an opportunity to submit original signed IP without deviation within the stipulated time limit as decided by HAL.
- e) In respect of IP and its monitoring, there would be Independent External Monitors (IEM) who will be appointed by the Central Vigilance Commission, a statutory body and not by HAL. The present IEMs are:
- a) Shri Sunil Kumar Bansal, IPS (Retd) (e-mail: sunilku555@gmail.com)
 - b) Shri Chaitanya Kumar Varma, CE&MES(Retd) (e-mail: ck_varma@yahoo.co.in)
 - c) Shri Ashok Kumar Tripathy, IAS (Retd) (e-mail: tripathyak@yahoo.com)
- f) The signed IP will form part of the contract/purchase order, in the event of placement of order.
- g) All clarifications/query/status w.r.t tender & validity extension of tender shall be forwarded to HAL only and not to the IEM except query related to IP.

All Technical Queries is to be raised to following:

SN	Name of Rep	Designation	Mobile No.	Email ID
1.	Sanjeev Kumar Jain	DGM(BD & Proj)	+91-9415877808	bd.korwa@hal-india.co.in
2.	Kumar Pushpendra	CM(Design)	+91-7985510425, +91-9695260167	Kumar.pushpendra@hal-india.co.in

All Commercial Queries is to be raised to following:

SN	Name of Rep	Designation	Mobile No.	Email ID
1.	Gagan Dweep Rahi	SM(IMM)	+91-9532766292	Gagan.dweep@hal-india.co.in

h) Signed IP in original shall not be forwarded to the IEM.

7.1.8. Non-disclosure Agreement: Non-disclosure Agreement duly signed by the authorized signatory from the CDP's side strictly as per the format enclosed at **PART-V** of this RFP shall be submitted through email (immtenders.korwa@hal-india.co.in) within 10 days from the tender release date.

7.1.9. Support needed from HAL: CDP needs to clearly define the information/ support needed from HAL for executing the proposed supply after signing of contract/ placement of PO. In case support is required from HAL, a Work Share Matrix other than the workshare mentioned in SRWS clearly indicating the responsibilities of HAL and CDP is to be attached. However, such support from HAL, other than as a facilitation of work, shall have no impact on the pricing of the bid nor shall shift any of the CDP's responsibilities to HAL.

7.1.10. Checklist: CDP shall attach a duly filled checklist as given in **PART-VI** of this RFP.

7.1.11. Non-compliance, if any: It may please be noted that non-compliance will be seen critically and may have an adverse impact on the qualification of the bid.

7.1.12. Price formats without figures in Technical Bid: CDP shall also attach price formats filled in with item wise details of all items quoted. The price figures **shall not be filled** in this format attached to the technical bid. CDP shall indicate '**Quoted**'/'**Not Applicable**' in the price column.

7.1.13. Competency declaration:

The CDP shall declare and warrant that the firm is competent and has quoted for all the required Know-how, capability, expertise, means, personnel and facilities to perform the all required tasks specified in the RFP in a proper, timely, complete manner using proper materials and ethical professional engineering practices. Also, CDP shall agree to supply at free of cost any missing items/requirements to meet the RFP requirements at Development, repair, production or support stages.

The Declaration of the competency by the CDP with authorized signature shall be attached with technical bid.

7.1.14. Consideration of existing facilities

CDP shall submit technical and commercial bids keeping in mind that HAL does not have any old facilities, towards execution of CDP portion, i.e., CDP should bid for the complete test facilities towards production and repair facilities. In case, if it is found that the bid is submitted considering the existing facilities at HAL for the similar items, it will be summarily rejected.

7.1.15. Limitation of Liability:

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the Vendor to the HAL, whether under the contract, in tort or otherwise, shall not exceed the total or 100% of the Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Vendor to indemnify the HAL concerning IPR infringement.

Note: The bidder shall upload their response/compliance (Technical bid) to cover all points under this RFP in the form of attachments (each attachment file not exceeding 5 MB) through HAL e-Procurement portal, along with additional information as required.

7.2 Commercial Bid:

7.2.1. Commercial Bid for development and production deliverables:

The prices for deliverables in development phase (ref Table 1), development support, integration testing, qualification, flight trial support, documentation, certification, production deliverables as per year wise schedule, deliverables for production phase, MTOT, ROH shall be provide as per the price format (Part – III). The consolidated prices for other items if deemed necessary which are not indicated in this RFP shall be provided against the "other items" in the price bid format. A detailed price breakup for the same shall be provided in a separate sheet along with the commercial bid.

The Loading factors for parameters as per Annexure-2 shall be considered for commercial evaluation.

Applicability of taxes needs to be indicated by CDP. TDS (Tax deducted at source) shall be deducted as per the prevailing laws in force.

7.2.2. Prices as per schedule:

It shall be ensured that all prices / values payable by HAL for any items in scope of this RFP are specified in the Price Format. Further No subsequent addition/ alteration/ claim will be entertained over and above the quoted prices/values. Offers without complete information and pricing will be treated as incomplete and will not be considered for further evaluation.

The production price shall be provided considering the total quantity of 180 Nos including spares/floats (quantity may vary based on customer requirement) for each system over 6 years (ref para 3.9). However, required quantities of testers for production phase and for fleet support shall be ordered through a separate order using the same quoted price.

Note: All prices shall be filled in the Part–III excel sheet downloaded from e-Procurement portal and the same shall be uploaded to the portal. Prices shall not be indicated in any other places.

7.2.3. Commercial Bid for Transfer of Technology for Manufacturing (MTOT):

The prices for the transfer of technology for establishing a manufacturing facility at HAL / HAL designated source shall be filled in the price format (Part–III) of the commercial bid.

7.2.4. Commercial Bid for Transfer of Technology for Repair and Overhaul Facility:

The prices for transfer of technology for establishing repair and overhaul facility at HAL / HAL designated source shall be filled in the price format (Part–III) of the commercial bid.

7.2.5. Price escalation formulae.

Escalation details shall have a fixed element and a variable element consisting of labor and material. Prices towards development phase as well as MTOT & ROH facility should be firm and fixed. Whereas for the prices towards subsequent CBU/ SRU KIT deliveries of Production & ROH phases shall be quoted at 2025 level with the escalation formula as defined below and with the indication of maximum cap on escalation per annum.

Escalation formula: $P_1 = P_0 (A + B (L_1/L_0) + C (M_1/M_0))$

Where

A - is fixed element (10%)

B - is labor element (40%)

C - is material element (50%)

P₁- is revised price at the time of ordering month and year.

P₀ - base price considering quoted month at 2025 level

L₁ - is the revised labor indices during the time of ordering month and year

L₀ - is the labor indices considering quoted month at 2025 level

M₁- is the revised material indices during the time of ordering month and year

M₀ - is the material indices considering quoted month at 2025 level

The CDP shall also specify maximum cap on escalation per annum in the price bid. The applicability of escalation is up to the date of ordering by HAL.

7.2.6. CDPs shall note the following if exchange rate variation is claimed on the quoted prices:

Note: Exchange rate variation is applicable for Indian CDP only.

a) CDP shall invariably specify the Import Content (w.r.t India) included in the quoted prices in terms of foreign exchange. In the absence of this input, it would be considered that CDP will not be claiming exchange rate variation.

b) Exchange rate variation (+/-) will be paid only to the extent of Import Content. For the purpose of commercial evaluation, if ERV is applicable, ERV reckoning date shall be the last date of submission of Commercial bids (i.e., due date of the tender). The exchange rate prevailing on last date of submission of Commercial bids (i.e., due date of the tender) will be considered for the import content and will be loaded onto the indigenous content to arrive at the total value.

c) However, for the purpose of making payment, the exchange rate adopted will be TT Selling Rates prevailing as on the date of invoice and the corresponding payment will be made.

d) Bidders to invariably accepted for the above conditions in case exchange rate variation is claimed on the quoted prices, failing which the whole offer will be liable for rejection.

e) CDP to indicate the breakup of import content for Development Phase, Production Phase, Periodic Replacement Parts for Performance Based Logistics, ToT, RoH and Spares etc.

f) CDP to provide all required supporting documentary evidence w.r.t. import content linked to HAL's order and Bill of Materials to claim custom duty exemption (if applicable) and exchange rate variations. Apart from the above & price variation formula (applicable for production phase, Spares, Additional Technical Assistance & Training beyond scope of contract), no other price variation shall be considered.

g) For purpose of making ERV payment, actual value of import (to be supported by BOE, etc.) or declared value of import in the bidder quote whichever is lower shall be considered for calculation of ERV based on TT selling rate on the date of BOE.

h) Exchange rate variation on the higher side shall be paid by the HAL and similarly any exchange rate variation on lower side i.e., price reduction, is to be passed on to HAL.

7.2.7. Delivery terms:

The standard delivery terms shall be preferably CIP, New Delhi Airport or Delivery at HAL Korwa. In case CDP wants other terms (Delivery at CIP, New Delhi Airport, FCA, port specified or EXW etc.) then same shall be specified in the delivery terms of commercial bid for all the requirements. Based on the delivery terms quoted commercial evaluation with necessary loading factor shall be considered.

8. RFP EVALUATION PROCESS AND ACCEPTANCE CRITERIA:

8.1. Pre-bid meeting:

A pre-bid meeting shall be held for the benefit of all interested CDPs (whose NDA is accepted by HAL based on criteria of DIRCM competency) who wish to bid against this RFP and are willing to be attended by person at HAL on a notified date and time. All interested CDPs are required to forward particulars of representatives along with details of clarifications required by them through email or fax or letters to reach at least 7 working days in advance. Clarifications sought by all the CDPs shall be consolidated and HAL's response on all points shall be given to present in the conference and it also be forwarded to all remaining CDPs, who could not attend the conference but shown interest in submitting the bid. No request for further clarifications after the conference will be entertained.

8.2. Technical bid opening:

Technical bid against this RFP would be opened on the same date or next working day of tender due date.

8.3. Technical Evaluation:

All the technical bids submitted by the CDPs would be opened and examined for adherence/compliance to the requirements as specified in this RFP by TEC (technical evaluation committee). In case of ambiguity or non-clarity in statements given by the CDPs, HAL may seek additional information/ clarification from any or all of the CDPs. Only such offers that meet all HAL requirements satisfactorily shall be short-listed for calling for a functional demonstration (as per para in SRWS) of the system before commercial evaluation.

Functional demonstration is a prerequisite for further processing of the bids.

8.4.

HAL reserves the right to call for a functional demonstration of the System being quoted or technical interactions in order to ascertain CDP's competencies, availability of technical resources, past experience, the credibility of claims made in the RFP response, means/likelihood of compliance with technical specifications, etc. with any one or all CDPs on no cost no commitment basis before opening of the commercial bids. Based on

demonstration or technical assessment above, the HAL Technical Evaluation Committee comes to a reasonable conclusion that the compliance to technical specifications or other claims made in the CDP's bid are unlikely to be met in practice. In that case, the Bid shall be rejected as technically non-compliant. The offers that meet HAL requirements shall be short-listed for subsequent commercial evaluation.

8.5. Commercial Bid Opening:

Commercial bids of short-listed CDPs as per para 8.3 and 8.4 whose technical bids are meeting HAL's requirement would be opened. Technically accepted offers only to be commercially evaluated. The Commercial Evaluation shall be carried out by internal committee of HAL considering the cost of development/production/ TOT/ROH phases for all items quoted against this RFP for selection of CDP on L1 basis (on package basis). Only the essential items/para will be treated for cost considerations. Subsequently a contractual agreement shall be signed between L1 CDP and ASERDC, HAL Korwa for development phase followed by placement of Purchase order following laid down procedures i.e. Price negotiation, Management approval etc. Further, on successful completion of development phase, PO for production phases shall be processed by Avionics division, HAL Korwa on L1 CDP.

8.6. Payment Terms:

For Design & Development Phase:

- a) The Payment for all deliverables to the selected CDP by HAL to be made in four milestones as defined in Table 2 of this RFP. The mile stone payments shall be made through transfer to suppliers Bank Account by ECS (Net 30 days) after receipt and acceptance of all items as per milestone (ref Table 2) at HAL's works. All bank charges within India to HAL account and outside India to CDP account. The signed format for ECS mandatory form at Part – X of RFP.
- b) The tentative percentage breakup for the milestone wise Payment of the total value for development phase as quoted by CDP in price bid are as under; however, the same is negotiable
 - i. Milestone - 1: 25 %
 - ii. Milestone - 2: 25 %
 - iii. Milestone – 3: 30 %
 - iv. Milestone - 4: 20 %
- c) In case, if a bidder is seeking for interest-free advance payment, simple interest (at MCLR + 2% per annum rate) on the advance amount will be loaded for commercial evaluation Similarly, in case of interest-bearing advance, simple interest amount (at MCLR + 2% per annum rate) towards advance payment shall be recovered/adjusted while making payment towards the supplies.



INTEGRATED MATERIALS MANAGEMENT
HINDUSTAN AERONAUTICS LIMITED
KORWA, AMETHI-227412
INDIA

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E-mail: immtenders.korwa@hal-india.co.in

GSTIN 09AAACH3641R125
CIN L35301KA1963GOI 001 622

For Manufacturing and DLM Phase

For supply of items: 100% payment will be made within 30 days after delivery and acceptance of items at our Stores.

For Non-recurring cost, Integration support, Training, services, etc.: 100% payment within 30 days by way of direct /wire transfer after successful completion and certification duly signed by HAL & vendor for the respective services / NRCs.

All payments will be done by way of Electronic Payment remittance mode.

Note: For the purpose of making payments, vendor has to provide the following;

- a) Original Ink signed Commercial Invoice,
- b) Any other documents specifically mentioned in the technical specification
- c) Bank details duly authorized by their Banker

9. PERFORMANCE BANK GUARANTEES:

Note: Mandatory as per format at Part-VIII of RFP and other certificates:

a) Performance Bank Guarantee for Indian CDP: CDP shall furnish a Performance Bank Guarantee as per HAL's format for 10% of order value (to be calculated only on basic cost excluding taxes & duties, if such details are furnished separately in the bid submitted) valid till end of the guarantee/warranty period from a scheduled bank in India. Refer Part -VIII of RFP.

b) Performance Bank Guarantee for Foreign CDP: CDP shall furnish a Performance Bank Guarantee as per HAL's format for 10% of order value (to be calculated only on basic cost excluding taxes & duties, if such details are furnished separately in the bid submitted) valid till end of the guarantee/warranty period from a bank of international repute. Refer Part-VIII of RFP

c) Other Certificates: The declaration certificates for procurement of Goods & Services as per format at part-IX of RFP and ECS mandate form as per format at Part-X of RFP is to be filled endorsed by CDPs bank, to be filled and submitted along with the bid.

10. TENDER DOCUMENTS:

The bidders shall download all tender documents directly from HAL e-procurement portal (<http://eproc.hal-india.com> or link to e-Procurement through www.hal-india.co.in). No Tender fee is applicable.

SPECIAL NOTES:

1. This RFP does not oblige HAL to pay any cost incurred in the preparation or submission of any response including technical / commercial proposals. Submission of the response against this RFP does not entitle the bidder/CDP for selection by HAL for this tender without technical/commercial evaluation.

2. The bid should be comprehensive against Technical Specification and HAL Tender Terms & Condition. Deviations if any should be clearly highlighted with necessary justification. HAL reserves the right to accept or reject such Deviations/Justifications.
3. Catalogues / Datasheets should be provided for the offered equipment and all the claims on the Technical Specification should be supported by documentary proofs.
4. HAL reserves the right to cancel this RFP in partial or in whole, without assigning any reasons thereof.

Thanking You,

Yours faithfully,
For Hindustan Aeronautics Ltd,



(Prashant Kr Singh)

Deputy General Manager (IMM & OS)

Note: Bidders are advised to visit HAL website/e-procurement portal till the closing date of tender as all future corrigendum about this tender, if any, shall be published only at HAL website or e-procurement portal and not through press advertisement.

Enclosures/Annexures:

1. Part - I: System Requirements and Work share (will be only shared to Vendors subject to meeting Section 1.6(a) of this document).
2. Part - II: Commercial Terms and Conditions
3. Part - III: Price Format
4. Part - IV: Integrity Pact
5. Part - V: Non-Disclosure Agreement
6. Part - VI: RFP checklist
7. Part - VII: Bank Guarantee format towards EMD
8. Part - VIII: Bank Guarantee formats towards performance guarantee and security deposits
9. Part - IX: Declaration certificate for procurement of Goods & Services
10. Part - X: ECS Mandatory form.(To be provided by CDP)
11. Part- XI : Draft Contract for TOT Manufacturing and DLM
12. Annexure-1: e-Tender Terms for submission of Bids at HALs e-procurement portal.
13. Annexure-2: Factors for Loading in Comparative Price Statement