



**TAMILNADU INDUSTRIAL DEVELOPMENT CORPORATION LTD
(TIDCO)**

Request for Proposal (RFP)

VOLUME. I

FOR

**DEVELOPMENT, OPERATION AND MAINTENANCE OF DEFENCE
TESTING INFRASTRUCTURE (DTI) FOR ELECTRONIC WARFARE
UNDER THE DEFENCE TESTING INFRASTRUCTURE SCHEME (DTIS)**

Reference No. TIDCO/TNDIC/DTIS02/2022-23

**Managing Director
Tamil Nadu Industrial Development Corp. Ltd,
19-A, Rukmini Lakshmi pathi Salai
Egmore, Chennai -600 008
Phone: 044-28554479; Fax: 044-2855 3729
E-mail: cmd@tidco.com; Website: <https://tidco.com>**

August 2022

DISCLAIMER

1. The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of Tamil Nadu Industrial Development Corporation Ltd. (TIDCO) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided
2. This RFP is not an agreement and is neither an offer nor invitation by the TIDCO to the prospective Bidder(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposal pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the TIDCO in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.
3. This RFP may not be appropriate for all persons, and it is not possible for the TIDCO, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
4. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. TIDCO accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
5. TIDCO, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with selection of Bidders for participation in the Bidding Process.
6. TIDCO also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. TIDCO may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
7. The issue of this RFP does not imply that TIDCO is bound to select a bidder or to appoint the Selected Bidder or Implementation agency, as the case maybe, for the Project and reserves the right to reject all or any of the Bids or Bids without assigning any reasons whatsoever.
8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by TIDCO or any other costs incurred in connection

with or relating to its Bid. All such costs and expenses will remain with the Bidder and TIDCO shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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TAMIL NADU INDUSTRIAL DEVELOPMENT CORPORATION LTD (TIDCO)

NOTICE OF INVITING BID

Place: Chennai

Date: 23.08.2022

Respected Sir/ Madam,

1. The Government of India (GOI) has launched a new scheme called Defence Testing Infrastructure Scheme (DTIS) for setting up of Greenfield Defence Testing Infrastructure (required for defence and aerospace related production), as a common facility under private sector with Government assistance in the country. This scheme aims to provide a focused, structured and significant thrust to indigenous defence manufacturing by providing state of the art testing facilities available to the defence development and production industry in the country.
2. In this regard, Tamil Nadu Industrial Development Corporation Ltd. (TIDCO), the “**Authority**” invites online RFP Applications from reputed entities, registered and incorporated in India, in “**Development, Operation and Management of Defence Testing Infrastructure (DTI) for Electronic Warfare under DTIS**”. The scheme guidelines have been published on the websites www.dgqadefence.gov.in/dtis, “www.dgqadefence.gov.in” & “https://ddpmod.gov.in” and can be downloaded from these respective websites (the “Official Websites”)
3. The RFP document containing the details of project background & objective, document submission requirements and scope of work etc. is enclosed.
4. Interested Bidders are requested to submit their responses to the document, on or before <15.00 hrs on 23.09.2022> as hardcopy and it shall be clearly marked to the address mentioned below:

The Managing Director
Tamilnadu Industrial Development Corp.Ltd,
19-A, Rukmini Lakshmipathi Salai
Egmore, Chennai – 600 008
Ph: 044 – 28554479 Fax: 044 – 2855 3729
E-mail: cmd@tidco.com; Website: <https://tidco.com>

5. Some important dates for this RFP process are as follows:

| | | |
|-------|---------------------------------------|-------------------------|
| (i) | Document download start date | 23.08.2022 |
| (ii) | Date of submission of Pre-bid queries | 02.09.2022 at 14.00 hrs |
| (iii) | Pre-bid meeting | 05.09.2022 at 15.00 hrs |
| (iv) | Last date of submission of Bid | 23.09.2022 at 15.00 hrs |

6. All clarifications / corrigenda / addenda will be published only on the Official Websites mentioned above.
7. TIDCO reserves the right to accept or reject any or all Bids without assigning any reason and no correspondence shall be entertained in this regard.

Yours faithfully,

For Tamil Nadu Industrial Development Corporation Ltd. (TIDCO)

Managing Director

Enclosure: RFP document

SECTION – I: INTRODUCTION & BACKGROUND

1. BACKGROUND & INTROUCTION

1.1 Tamil Nadu Industrial Development Corporation Limited (TIDCO), a premier industrial development agency of the Government of Tamil Nadu, established in 1965, leverages industrial growth in the state by promoting medium and large industrial and infrastructure projects involving large investments and huge employment potential in association with Private Promoters.

TIDCO has promoted several joint ventures for manufacturing products such as iron and steel products, wrist watches, auto parts/components, textiles, fertilizers, Petroleum and Petrochemicals, Pharmaceuticals, floriculture, processed food products and leather products. It has also ventured into setting up of IT/ITES Parks, Bio Parks, and Special Investment Regions.

As the nodal agency for the development of the **Tamil Nadu Defence Industrial Corridor** and with the objective of encouraging development of the defence testing infrastructure, TIDCO (the “Authority”) is inviting applications for Development, Operation and Management of Defence Testing Infrastructure (DTI) for Electronic Warfare under DTIS.

1.2 **Defence Testing Infrastructure Scheme (DTIS) (enclosed at Appendix I):**

Under “Make in India”, the GOI has accorded high priority to development of manufacturing base of aerospace and defence (A&D) sector in the country so as to reduce dependence on imports. Towards this, the Government has announced establishment of Defence Industrial Corridors (DICs) in Uttar Pradesh (U.P.) and Tamil Nadu (T.N.). Several other initiatives such as preference to procurement from Indian vendors under the Defence Procurement Procedure (DPP), simplification of Make procedure, introduction of simplified procedure for Make II sub-category, liberalization of the licensing regime & Foreign Direct Investment (FDI) policy by raising the cap on FDI in the defence sector, simplification of export procedure, streamlining of defence offset guidelines, innovations for Defence Excellence (iDEX) and Defence Investors Cell etc. have also been created with an aim to provide an ecosystem to foster innovation & technology development and encourage Indian industry to invest in the A&D sector.

To support manufacturing, research & development and innovation and technology in the A&D sector, sufficient Defence Testing Infrastructure (DTI) is also required to be created to service the requirement of the industry. In this regard, the Government of India has launched the Defence Testing Infrastructure Scheme (DTIS) to provide financial assistance to the private sector for setting up of Defence Testing Infrastructure (required for defence and aerospace related production), as a common facility under private sector with Government assistance mainly in DICs.

- 1.3 *Objective of DTIS:* The objective of the proposed Scheme is to promote indigenous defence production, with special focus on participation of MSMEs and Start Ups by bridging gaps in defence testing infrastructure in the country. Setting up of Defence Testing Infrastructure will provide easy access and thus meet the testing needs of the domestic defence industry.

One of the main impediments for domestic defence production is lack of easily accessible state-of-the-art testing infrastructure. The defence testing infrastructure (DTI) is often capital intensive requiring continuous upgradation and it is not economically viable for individual defence industrial units to set up in-house testing facilities. The DTIS aims at setting up of Greenfield DTIs (required for A&D related production), as a common facility under private sector with Government assistance in DICs (priority area) and other industrial clusters. The proposed scheme plans to enhance defence manufacturing industry by creating DTIs and addressing quality and certification requirements. The main focus would be on creating appropriate infrastructure for development and growth of the A&D industry in the country. The scheme will boost the indigenous defence production, with special focus on participation of MSMEs and Start Ups by bridging gaps in DTI in the country. Setting up of DTI will provide easy access and thus meet the testing needs of the domestic defence industry.

1.4 *Scope of DTIS:*

- a. The aim of DTIS is to set up 8 (eight) DTIs with a total grant-in-aid of INR 400 crore (Rupees Four Hundred crore) from the GOI;
- b. Each DTI will be setup through a Special Purpose Vehicle (SPV) (the Special Purpose Vehicle (SPV)/ Implementation Agency (IA), which may be promoted / constituted by private entities (industrial / manufacturing entity, industry associations, R&D / academic institutions, existing testing establishment entities etc.) and Government or public entities (DPSUs, State Governments, Central Government agencies etc.);
- c. The SPV/IA shall constitute 5 members. One of the members of the SPV/IA shall be the Authority. The other 4 members shall be the Joint Venture (JV)/ Consortium constituting the selected Bidders. The contribution from each JV member shall not exceed 40% of the share capital of the JV/ consortium.
- d. The IA/ SPV will be incorporated as a Section 8 company under the Companies Act 2013.
- e. The Scheme would provide financial assistance to the IA/ SPV in the form of grant-in-aid for setting up testing and certification facilities for manufacturers of defence equipment / systems;
- f. The financial assistance for each DTI facility will be limited to 75% (seventy five percent) of the project cost. The project cost for establishment of the DTI facility under DTIS (the "Project Cost") shall exclude the cost of the land and the establishment cost. The broad norms for funding of DTIs shall be as follows:
 - I. Land: to be provided by Authority
 - II. Capex for building: $\leq 20\%$ of Project Cost
 - III. Test equipment, installation, training: $\geq 80\%$ of Project Cost
- g. The test facilities planned to be set up have been divided into 3 (three) types, namely, Small, Medium and Large. The indicative estimated Project Cost of each type of DTI facility is given in the table below:

| S. No. | Type | Estimated Project Cost (INR) | Nos |
|--------|--------|------------------------------|-----|
| 1. | Small | < 20 crore | 03 |
| 2. | Medium | 20 – 50 crore | 03 |
| 3. | Large | > 50 crore | 02 |

The project cost of Electronic Warfare is estimated to be of **medium category** and Grant in Aid will be upto 75% of the project cost as per the DTIS guidelines at Para 6.3 of Appendix – Q of RFP.

- h. The IA/SPV shall be responsible for operation and Management of assets created under the scheme by way of collecting user charges plus applicable GST.
- i. The IA/ SPV will be responsible for obtaining all necessary statutory approvals / clearances including those for environmental compliance and quality standards as applicable.

2. DTI Facility for Electronic Warfare 2.1

In broad terms, Electronic Warfare Systems are any configuration of Electronic Warfare technologies that are designed and built for use on one or more of air, ground, sea, or space platforms to execute military or intelligence missions. Electronic Warfare Systems comprises of the following four components:

As per the gap assessment study, the total supply for Electronic Warfare Systems tests in the country is estimated to be INR 40–70crore where as the total current market for these tests is estimated to be approximately INR 400- 500crore. Increasing focus on enhancing network-centric warfare and Electronic Warfare capability, including battlefield surveillance radar, weapon locating radar and Airborne Early Warning (AEW) & Control System (CS), is driving the Electronic Warfare testing market In India. Hence the total market for Electronic Warfare Systems is expected to reach approximately INR 600 - 700 crore by the year 2030. The estimated market size and growth rate was also validated through interaction with various stakeholders who are involved in manufacturing of Electronic Warfare Systems in the county.

2.2

Based on the inputs from different stakeholders and considering the fact that for specific Electronic Warfare Systems testing, there are no dedicated test facilities available in public and private domain for the MSMEs and other industry players, the Employer intends to setup a DTIS facility for Electronic Warfare Systems under DTIS. Major tests for the Electronic Warfare Systems can be classified into generic and special to type. Generic tests are common for all the Electronic Warfare Systems and modules, Special to types are the tests specific to certain

type of Electronic Warfare system / module. The proposed integrated testing facility for Electronic Warfare Systems tests will provide the necessary testing infrastructure required for undertaking these tests. It should have the necessary certification/ accreditations to be able to provide certification and calibration of the component/ system/ equipment as per applicable standard and codes.

2.3 The DTI facility under the DTIS can be developed at any location in the identified locations in the TIDCO i.e. Details of the location is given at Appendix U

3. Brief Description about the Bidding Process

3.1 The Authority has adopted a Single stage two envelope system (collectively referred to as the "Bidding Process") for selection of the bidder for award of the Project. Under this process, the bid shall be invited under two parts. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first envelope (Technical Bid) with respect to eligibility requirements and qualifications criteria prescribed in this RFP. (The "Bidder", which expression shall, unless repugnant to the context, include the members of the Joint Venture). The Financial Bid under the second envelope shall be opened only for those Bidders whose Technical Bids are responsive to eligibility, qualifications requirements and is scoring a minimum of 70 marks as per this RFP.

- 3.2 The Bidding Document as uploaded on the website <https://tidco.com> can be viewed and downloaded by anyone including intending bidder. The bids are to be submitted in hard copy along with the mandatory documents such as irrevocable and unconditional Bank Guarantee of any Nationalized or all Commercial Scheduled Bank against Bid Security, Power of Attorney & All other documents shall be as per Notice Inviting e-tender / RFP in the Drop Box provided at the below mentioned address.

Venue for Bid submission
Managing Director
Tamilnadu Industrial Development Corp.Ltd,
19-A, Rukmini Lakshmipathi Salai
Egmore, Chennai – 600 008
Ph: 044 – 28554479 Fax: 044 – 2855 3729
E-mail: cmd@tidco.com; Website: <https://tidco.com>

- 3.3 The IA/SPV shall be required to maintain the same number of constituents members and percentage shareholding as at the bidding stage throughout the existence of the IA/ SPV. However, in the event the IA/ SPV proposes to change/ replace any constituent member, it shall be required to obtain a prior written approval from the Authority for the same, subject to provisions of DTIS.
- 3.4 Interested bidders are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of not less than 180 days from the date specified in Bid Data Sheet for submission of BIDs (the “Bid Due Date”).
- 3.5 The Bidder shall prepare and submit a detailed project report for setting up the proposed DTI facility as part of the Bid and shall indicate the manner and modalities for operation and Management of the testing facility after its creation in its proposals for consideration as a part of the DPR as provided in Clause 10 of ITB.
- 3.6 During the Bidding Process, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the contract for the Project.

- 3.7 Brief description about the bidding process is illustrative below:
- (a) Bidders meeting the eligibility criteria as defined in Section – II Instructions to Bidders (ITB) Clause 2.1 and 12 shall be considered for further stage of evaluation.
 - (b) Bidders who have been pre-qualified as per the criteria defined in Clause 2.1 and 12; will be evaluated as per the criteria provided in Clause 13 & 14. The Technical Bids of only those Bidders who fulfil the criteria as provided in Section – II ITB Clause 13 & 14, shall be taken up for further scoring. Bidders who do not qualify the criteria provided in Section – II ITB Clause 21. and 12, shall not be considered for further evaluation.
 - (c) The evaluation of the Technical Bids submitted by the Bidders shall be done as per the scoring parameters as provided in Section-II ITB Clause 17. Bidders need to score a minimum of 70 marks to be qualified for Financial Bid opening.
 - (d) The Financial Bid of the only those Bidders who are qualifying as per the above criteria, shall be opened.

3.8 In this RFP, the term “**Lowest Bidder**” shall mean the Bidder who is offering to take the lowest Grant in Aid subject to fulfilling the clause 12,13,14 & 17. Generally, the Lowest Bidder shall be the selected Bidder. The remaining Qualified Bidders shall be kept in reserve and may, in accordance with the process specified in this RFP, be invited for negotiations in case such Lowest Bidder withdraws or is not selected for any reason. In the event of withdrawal or non-selection of the Lowest Bidder, the Authority may, in its discretion, either invite fresh Financial Bids from the remaining Qualified Bidders or annul the Bidding Process.

3.9 As part of the Bidding Document, the Authority has provided a draft Contract Agreement along with the RFP.

Bids are being invited for the Project, on the basis of the financial grant (the "**Grant**") required by a Bidder for implementing the Project, subject to the provisions of the DTIS.

4. Details of Bid security 4.1 Bid securing declaration on 100Rs Judicial stamp paper as per the format given in Appendix I
5. Schedule of Bidding Process 5.1 The Authority shall endeavour to adhere to the following schedule:

| S No | Event description | Date |
|------|---|----------------------|
| 1. | Last date for receiving queries | 02-09-2022 by 2.00pm |
| 2. | Pre-Bid Conference | 05-09-2022 3.00pm |
| 3. | Authority response to queries latest by | 07-09-2022 |

| | | |
|----|------------------------------------|------------------------|
| 4. | Bid Due Date / Bid Submission Date | 23-09-2022 - 3.00pm |
| 5. | Opening of Technical Bids | 23-09-2022-3.30 pm |

Any queries or request for additional information concerning this RFP shall be submitted by a letter or an e-mail correspondence to the officer designated in ITB Clause 6 by the specified date. The envelopes/ communications shall clearly bear the following identification/ title: “Queries/Request for Additional Information: RFP for Development, Operation and Management of Defence Testing Infrastructure (DTI) for Electronic Warfare under the Defence Testing Infrastructure Scheme (DTIS)”

SECTION – II: INSTRUCTIONS TO BIDDER (ITB)

General

- 1. Scope of the Bidder** **1.1** The Authority wishes to receive Technical and Financial Bids in order to appoint an Implementation agency for Development of Defence Testing Infrastructure (DTI) for Electronic Warfare under the Defence Testing Infrastructure Scheme (DTIS).
- 2. Eligibility of the Bidder** **2.1** For determining the eligibility of the Bidder for their qualification hereunder, the following shall apply:
- a. The Bidder shall be a Joint Venture (JV)/ Consortium of minimum four (04) constituent members. However, contribution from each JV member shall not exceed 40% of the share capital of the JV/ consortium. The Bidder shall propose a lead member of the JV / Consortium and the JV / Consortium members should not be an Associate of any other JV / Consortium members of the Bidder or any other Applicant. The lead member shall submit a Letter of Intent as per Appendix C which shall be duly signed by the authorised signatory of each constituent member.
 - b. Each constituent member of the JV/ consortium should be a private entity registered in India and/or State Government agencies in order to qualify for forming the Implementation Agency. Such an entity can be either from private sector ((Industrial / Manufacturing entity (including MSME, Start-ups, Proprietorship firms etc.), or an Industry association, R&D or Academic institution or existing testing establishment entities etc. or Government or public sector (DPSUs, State Governments, Central Government agencies etc.) entities.
 - c. Out of four (4) constituent members, at least three (3) constituent members should be in existence for a period of at least three (3) years as on last date of submission of Bid Application. which shall be substantiated through submission of company profiles, company charter documents, annual reports, certificates and any other relevant document etc.
 - d. Each constituent member of the Bidder shall have positive (+ve) net worth as on last date of submission of Bid Application. However, exception to this criterion may be considered for those constituent members who have been recognized as Start-ups by Department for Promotion of Industry & Internal Trade (DPITT). The Bidder shall submit documentary evidence to the extent as per the GOI notifications in this regard in order to avail the benefits of the same.
 - e. None of the constituent member of the Bidder should have been blacklisted by Central or State Government as on the date of submission of Bid. The Bidders shall submit declaration in this regard from all the constituent members on their company letter heads as per the format provided in this RFP document.

3 Implementing Agency

3.1 Each DTI will be setup through a Special Purpose Vehicle (SPV), hereinafter referred to as the Implementation Agency, which may be promoted/constituted by private entities (Industry, Industry association, R&D/Academic institution) and the Authority. The Authority shall be a constituent member of the Implementation Agency and shall have a shareholding of upto a maximum of 40% of the 25% of the project value or a capital investment of upto INR 4 Crores, whichever is lower. The Implementing Agency shall subject to provisions of DTIS.

The Implementing Agency under the Scheme shall be a Section 8 company registered under the Companies Act,2013.The Bidder will be given a time period of 30 days from the date of issue of Letter of Award to constitute the SPV for the Project.

3.2 The Implementing Agency shall be responsible for setting up of DTI under the DTIS. The Implementing Agency shall also be responsible for operation and management of assets created under the scheme, in a self-sustainable manner, by way of collecting user charges plus applicable GST.

The land for the development of the Project shall be provided by the Authority. The details pertaining to land parcels available at these locations have been indicated at Appendix - "U". The Implementing Agency shall enter into a rent lease arrangement with the Authority for this land for the Project. The land mentioned in the RFP shall be tentative and authority reserves the right to change the land as per availability. However the authority will ensure the availability of equivalent land for setting up the DTI.

The Implementation Agency shall be responsible for obtaining statutory clearances required for development of the proposed DTI facility.

3.3 The IA/SPV shall be required to maintain the same number of constituents members and percentage shareholding as at the bidding stage throughout the existence of the IA/ SPV. However, in the event the IA/ SPV proposes to change/ replace any constituent member, it shall be required to obtain a prior written approval from the Authority for the same, subject to provisions of DTIS.

4. Right to accept or reject any or all Bids

4.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event, that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

4.2 Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder

- 4.3 The Authority reserves the right to reject any Bid and appropriate the Bid security if:
- a. At any time, a material misrepresentation is made or uncovered, or
 - b. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. The disqualification will be applicable for all participants of the bidder. If such disqualifications/ rejection occurs after the Bids have been opened and the selected bidder gets disqualified/ rejected, the Authority reserves the rights to:
- i. invite the remaining Bidders to submit their Bids in accordance with RFP or:
 - ii. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding process.

- 4.4 In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, including the Contract thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Implementation agency either by issue of the LOA or entering into of the Contract Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Implementation agency, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Implementation agency and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Contract Agreement or under applicable law. In such event, Authority reserves its right to forfeit Bid Security or Performance Security as the case may be and impose those penalties as per the terms of the Contract Agreement and applicable laws.

5. Contents of the Bidding Document

- 5.1 This RFP comprises the disclaimer set forth hereinabove, the contents as listed below and will additionally include any addenda issued by the Authority

Part 1: Request for Proposal

Section: I – Introduction & Background
 Section: II – Instruction to Bidders
 Section: III – Bid Data Sheet
 Section: IV – Fraud and Corrupt practices
 Section: V – Pre – Bid Meeting
 Section: VI - Miscellaneous

Appendices

I. Letter comprising the Bid
 II. Particulars of the Bidder

- III. Power of Attorney for Lead Member of JV/ Consortium
- IV. Power of Attorney for signing of Bid
- V. Joint Bidding Agreement for JV/ Consortium
- VI. Technical capacity of the Bidder
- VII Financial capacity of the bidder
- VIII Undertaking by the Bidder
- IX. Statement of Legal Capacity
- X. Bid securing declaration
- XI. Details of land proposed for the project
- XII. Non – Disclosure Agreement
- XIII. Detailed Project Report
- XIV. Contract Agreement
- XV. Letter comprising the Financial Bid
- XVI. Price Bid

Part 2: Contract/ Agreement

The draft Contract Agreement provided by the Authority as part of the Bid document shall be deemed to be part of this RFP.

6. Clarifications 6.1

Bidders requiring any clarification on the RFP may notify the Authority by writing a letter or an e-mail correspondence in accordance with Section-I Clause 5.1. They should send in their queries before the date specified in the schedule of Bidding Process contained in Section- I Clause 5.1. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Bid Due Date. The responses will be uploaded on the website {link of the eprocurement and state agency website}. The Authority will mention all the queries and its responses thereto without identifying the source of queries. The Bidder shall send letter or e-mail to the following correspondence address.

| | |
|---------------|--|
| Attention of | Managing Director |
| Address | Tamilnadu Industrial Development Corp.Ltd, 19-A, Rukmini Lakshmi pathi Salai Egmore, Chennai – 600 008 |
| Tel no. | Ph: 044 – 28554479 Fax: 044 – 2855 3729 |
| Email Address | E-mail: cmd@tidco.com; Website: https://tidco.com |

6.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 6.1 shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

6.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal

clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

7. Amendment of RFP

7.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

Any Addendum thus issued will be uploaded on the Authority's website i.e. <https://tidco.com>

7.2 In order, to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

8. Preparation and Submission of Bid

8.1 Language: The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

Format & Signing of the Bid

8.2 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and/or conditional Bids shall be liable to rejection.

The Bid prepared by the Bidder shall comprise Technical Bid (together with documents required to be submitted along therewith pursuant to this RFP) and Financial Bid.

The Bid document shall be signed in blue ink by the authorized representative of the bidder/ or a person or persons duly authorized to bind the Bidder to the contract. The later authorization shall be indicated by duly notarized written power of attorney accompanying the Bid in original. All the pages/documents of the Bid shall be signed in blue ink by the authorized representative(s) of the bidder to sign the bid and each page of the Bid should be serially numbered. The Bidders are advised to prepare a Table of Contents at the start of the Bid duly highlighting each sections and page number of the key components of the Bid. The Bidder shall submit the Bid in a sealed envelope and mark the envelope as "BID".

The technical and financial bid shall be placed in separate envelope and marked as "Technical Bid" and "Financial Bid" respectively. Both of the envelope's shall be placed in an outer envelope, which shall be sealed. Each of the envelopes shall clearly bear the following identifications:

"Bid for DEVELOPMENT, OPERATION AND MAINTENANCE OF DEFENCE TESTING INFRASTRUCTURE (DTI) FOR ELECTRONIC WARFARE UNDER THE DEFENCE TESTING INFRASTRUCTURE SCHEME (DTIS)"

and shall clearly indicate the name and address of the bidder. In addition, the bid due date should be indicated on the right-hand top corner of each of the envelopes.

Each of the envelope shall be addressed to the address and details as provided Section-II ITB clause 6.1 of this RFP document.

If the envelopes are not sealed and market as instructed above, the authority assumes no responsibility for the misplacement or premature opening of the contents of the bid submitted and consequent losses, if any suffered by the bidder.

Bid due date **8.3** Bids should be submitted by the Bidder in hard copy in the Drop box provided at the address mentioned in Section -I Introduction & Background Clause 3.2 not later than the time specified on the prescribed date. The Authority, may, at its discretion, extend this deadline for submission of Bid by amending the Bid document, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Late Bids **8.4** Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected. The Authority will not be responsible for any delay in receipt of Bids.

Modifications/ Substitution/ Withdrawal of Bids **8.5** The Bidder may modify/ substitute/ withdraw his/her Bid after submission, provided that written notice of the modification, substitutions or withdrawal is received by the authority before the bid due date. No bid shall be modified, substituted or withdrawn by the bidder on or after the bid due date.

Any alteration / modification in the BID or additional information supplied subsequent to the BID Due Date, unless the same has been expressly sought for by the Authority shall be disregarded.

No Bid may be withdrawn in the time period between the deadline of submission of Bids and the expiration of period of bid validity. Withdrawal of a bid during this interval may result in the forfeiting of Bidder's Bid security.

The Bidder can re-submit his/her Bid as when required before the Bid submission end date and time. The Bid submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised Bid and the revised Bid will be considered for evaluation purposes.

9. Document Submission requirement **9.1** The Bidder shall submit the hard copy of the Bid along with the following documents as mentioned below at the address mentioned in Section: I Clause 3:

Technical Bid

- a. Appendix – A: Letter comprising the Technical Bid along with the receipt of Bid processing/ Tender Fee
- b. Appendix – A: Annexure-I- Particulars of the Bidder
- c. Appendix – B: Power of Attorney of the Lead Member of the JV
- d. Appendix – C: Power of Attorney for signing the Bid
- e. Appendix – D: Joint Bidding Agreement
- f. Appendix – E: Technical capacity of the bidder/ Work Experience

- g. Appendix – F: Financial capacity of the bidder
- h. Appendix – G: Undertaking to be provided by the bidder
- i. Appendix – H: Statement of Legal capacity
- j. Appendix – I: Bid Securing Declaration
- k. Appendix – J: Land Details for the Project
- l. Appendix – K: Non – Disclosure Agreement
- m. Appendix – L: Detailed Project Report
- n. Appendix – M: Contract Agreement
- o. Appendix – P: List of Tests and Equipment
- p. Appendix Q- DTIS Scheme Guidelines
- q. Appendix – R: List of proposed mandatory tests
- r. Appendix – S: List of proposed additional tests
- s. Appendix T: deleted
- t. Appendix U- Land details

Financial Bid

- a. Appendix – N: Letter Comprising the Financial Bid
- b. Appendix – O: Price Bid

10. Detailed Project Report

10.1

The bidders are required to submit a Detailed Project Report (DPR) which shall provide the key details for the development, construction, operation and management of the Project and shall be a binding document as part of the Contract Agreement.

The DPR prepared by the bidder should be comprehensive enough to cover each aspect of the activities which the Bidder proposes to take up for setting up the DTI facility under the DTIS and shall include but not limited to the following:

- Executive Summary: Overall summary of the proposal which may include Market potential, project cost estimate & PRR & ERR
- Market Potential of Electronic Warfare testing
 - Current market scenario of Electronic Warfare
 - Current demand & supply for testing facility & Gap identified for Electronic Warfare
 - Future Demand of Testing for Electronic Warfare Future growth envisaged for the Electronic Warfare market in India
 - Market risk and proposed risk mitigation plan
- Technical Analysis
 - Type of the tests required for Electronic Warfare (detailed technical specifications)
 - Similar experience of bidder (as per ITB clause 17.2)
 - Type of facilities proposed for undertaking tests
 - Certifications as per National / International Standards proposed
 - User fee proposed to be levied for each test
 - Process flow of the testing procedure
 - Number of tests in a year against list of tests as per Appendix -P
 - Future forecast/ projections of Tests for the next 15 years.
 - Measurable outcomes ex. expected reduction in testing cost and time.

- Infrastructure Facility
 - Project site (Proposed location of the facility with land details)
 - Layout plant of the facility
 - Detailed design of the proposed facility including building layout, utilities, specialized works for testing and testing equipment along with the Equipment General Arrangement diagram
 - Key Machineries & equipment to be installed for performing the tests.
 - Capacity/ size/ specifications catering to the standard
 - Technical specifications of the machines to be utilized.
 - Time taken for each type of test by the proposed test equipment
 - Project completion schedule (construction plan, project milestones)
 - Statutory clearances/ approval required (timelines)
- Operation & Management
 - Operating & monitoring mechanism proposed
 - Organization chart for O&M Phase
 - Framework of operation to maintain KPIs (accreditations and certification to be obtained and maintained etc.)
 - Obligations of the Bidder during O&M
 - Operation & Management Cost
- Financial assumptions for the project
 - Means of financing & Financial Structuring of the project
 - Project scheduled along with release of Grants.
 - Operation and Maintenance Cost
 - Financial Projections
 - Project Internal Rate of Return
 - Financial Viability

Note: The Bidder will be required to submit all necessary supporting documents to back up the details mentioned in the Detailed Project Report.

11. Operation and Management

11.1

The Bidder will be required to undertake the Operation and Management of the Testing facility created in a self -sustainable manner.

The assets created shall be operated under the DTIS scheme on the basis of levying user fee charges for utilizing the testing facility without any discrimination. The Bidder should propose a dynamic mode of operation which shall support continuous utilization of the assets and ensure the funds required for the management are readily available.

The Bidder shall ensure that there is a mechanism created for the O&M of the assets in line with the provisions of Contract Agreement and enough manpower is deputed for the same.

**12. Eligibility
Criteria**

12.1 For determining the eligibility of the Bidder for their qualification hereunder, the following shall apply:

The Bidder shall be a JV/ Consortium of minimum four (04) constituent members. However, contribution from each JV member shall not exceed 40% of the share capital of the JV/ consortium. The Bidder shall propose a lead member of the JV / Consortium and the JV / Consortium members should not be an Associate of any other JV / Consortium members of the Bidder or any other Bidder. The lead member shall submit a Letter of Intent as per Appendix C which shall be duly signed by the authorised signatory of each constituent member.

12.2 Each constituent member of the JV/ consortium should be a private entity registered in India and/or State Government agencies in order to qualify for forming the Implementation Agency., Such an entity can be either from private sector ((Industrial / Manufacturing entity (including MSME, Start-ups, Proprietorship firms etc.), or an Industry association, R&D or Academic institution or existing testing establishment entities etc. or Government or public sector (DPSUs, State Governments, Central Government agencies etc.) entities.

12.3 Out of four (4) constituent members, at least three (3) constituent members should be in existence for a period of at least three (3) years as on last date of submission of Bid Application. which shall be substantiated through submission of company profiles, company charter documents, annual reports, certificates and any other relevant document etc.

12.4 Each constituent member of the Bidder shall have positive (+ve) net worth as on last date of submission of bid. However, exception to this criterion may be considered for those constituent members who have been recognized as Start-ups by Department for Promotion of Industry & Internal Trade (DPITT). The Bidder shall submit documentary evidence to the extent as per the GOI notifications in this regard in order to avail the benefits of the same.

12.5 None of the constituent member of the Bidder should have been blacklisted by Central or State Government as on the date of submission of Bid. The Bidder shall submit declaration in this regard from all the constituent members on their respective letter head as per Appendix: G.

**13. Work
Experience**

13.1 The Bidder shall need to qualify any of the following work experience criteria, as combined of all the consortium members, in the last ten (10) years and submit documentary evidence for the same:

- Three completed Works costing not less than the amount equal to 20 (twenty) percent of the estimated project cost or,
- Two completed Works costing not less than the amount equal to 25 (twenty-five) percent of the estimated project cost or,
- One completed Work costing not less than the amount equal to 30 (thirty) percent of the estimated project cost
- Any number of Works, with a minimum value of INR 15 lacs for each work, with total cost not less than the amount equal to 50 (fifty) percent of the estimated project cost

The term "Work" above is defined as experience in last (10) ten years, ending last day of month previous to the one in which the Bids have been invited, in any one of the following:

1. Setting up of test facilities in Aerospace / Defence / Automotive / Heavy engineering / Metallurgical / Electronics / Mechanical sector
2. Operation / Maintenance of test facilities in Aerospace / Defence / Automotive / Heavy engineering / Metallurgical / Electronics / Mechanical sector
3. Testing by manufacturers / production agencies / system integrators / R&D Organisations of equipment / machinery / systems / sub-systems / components in the Electronic Warfare sector
4. Experience in carrying out manufacturing / production assignments in the Electronic Warfare sector

Note:

- a. *The term "Eligible Project Cost" of the Works for the purpose of the above qualification as work experience shall exclude the cost of land, establishment cost and any recurring expenditure.*
- b. *The Electronics warfare falls under the category of medium category and the Estimated Project Cost is between 20Cr to 50Cr as per DTIS.*
- c. *The Bidder would be required to provide documentary evidence to support the work claim. The documentary evidence should be in the form of Work order/Letter of Award/Contract Agreement/ Completion certificate on the client letterhead. In case of setting up of test facility for in house tests requirements, the bidder has to certify the same from chartered accountant / provide Statutory auditor certificate of same.*
- d. *The Bidder can submit ongoing works, provided they have received payment(s) equivalent to amount mentioned in respective categories in the table above*
- e. *For Works under category i.e. (2) operation and maintenance of test facility, the Bidder is required to submit a chartered accountant / Statutory auditor certificate for certifying the eligible project cost and/ annual revenue appropriated/ collected from the testing facilities as per format given in RFP. For the purpose of this category, the sum of Eligible Project Cost and annual revenue appropriated/ collected from the testing facilities shall be considered for the purpose of evaluation*
- f. *If a Work is once claimed under a particular category (either of 1 to 4) by the consortium, the same Work cannot be claimed for any other category.*

| | | |
|--------------------------------|-------------|---|
| 5. Financial parameters | 14.1 | <p>The bidder shall demonstrate the financial competency with the help of documentary evidence the following:</p> <ul style="list-style-type: none"> • The Average Annual turnover of the bidder in the last three financial years (i.e. 2017-19, 2019-18 & 2020-21) (Combined of all the JV/ consortium members) shall be equivalent to 100% of the Project cost. |
| 6. Evaluation Process | 15.1 | <p>Opening and Evaluation of Bids</p> |

The Authority shall open the bids, in the presence of the bidders who choose to attend on the prescribed date and time of opening of bid at Clause 1.5. The Bidder's representatives who all are present shall sign an attendance sheet evidencing their

presence. In the event of the specified date Bid opening declared a holiday for the Authority, the Bids shall be opened at the appointed time and place on the next working day.

Test responsiveness (checklist)

of **15.2**

As a first step towards evaluation of the Technical Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of this RFP. A Technical bid shall be considered responsive only if:

- Technical Bid is received in hard copy before the last date & time of submission as per the format as described in the RFP.
- Documents listed at clause 9.1 are complete in all respect
- Technical bid is accompanied by the Bid security as per Appendix - I
- Technical Bid is accompanied by the Power of Attorney as per Appendix - C
- Technical Bid is accompanied by Power of Attorney for Lead Member of consortium and Joint Bidding Agreement
- Technical bid contains all information (complete in all respect)
- Technical bid does not contain any condition or qualification
- Technical Bid is duly signed by the authorized signatory.

The Authority reserves the right to reject any technical bid which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such bid.

Confidentiality

15.3

Information relating to the examination, clarification, evaluation and recommendation for the qualified bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of or concerning the bidding process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

Clarifications

15.4

Bidders requiring any clarifications on the RFP may notify the Authority in writing via email in accordance with clause 6.1 They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 5.1. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 15 days prior to the Bid Due date. The response will be uploaded on the on the e-procurement portal website <https://tidco.com>

The Authority shall endeavor to reply to the queries / clarifications raised by the bidders. However, the Authority reserves the right not to respond to any question/ or provide any clarifications, in its so discretion, and nothing in this clause shall be taken or read as compelling or requiring the Authority to respond to any questions or to provide any clarification.

The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the bidding documents. Verbal clarifications

and information given by the Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

Opening and evaluation of Financial Bids

- 15.5** The Authority shall inform the venue and time of opening of the Financial Bid to the Technically qualified bidders through email. The Authority shall open the Financial Bids on date and time in presence of the authorized representatives of the Bidders who may choose to attend at the address mentioned below. The Authority shall publicly announce the assessed bid price for each of the Technically qualified bidders. The Authority shall prepare a record of opening of the Financial Bids.

Venue for Bid submission

Managing Director

Tamilnadu Industrial Development Corp.Ltd,

19-A, Rukmini Lakshmipathi Salai

Egmore, Chennai – 600 008

Ph: 044 – 28554479 Fax: 044 – 2855 3729

E-mail: cmd@tidco.com; Website: <https://tidco.com>

Selection of Bidders

- 15.6** Subject to the provisions of Clause 4, the Bidder whose Bid is adjudged as responsive in terms of clause 15.2, fulfilling the criteria of ITB clause 2.1,12,13, 14 and obtaining the minimum qualifying score as per clause 17 and who's assessed Bid is the lowest, shall be declared as the selected bidder.

In the event, that, the assessed bid price of two or more bidder is the same, the Authority shall identify the selected bidder by the highest technical score attained by the bidders in the Technical evaluation criteria.

In the event the Lowest Bidder is not selected for any reason, the Authority shall ask the second lowest bidder for negotiations to match the lowest offer of the L-1 bidder. In the event, that the second lowest bidder fails to match the offer. The Authority shall annul the bidding process and invite all eligible bidders to submit the fresh bids.

After selection, a letter of award (LOA) shall be issued, in duplicate by the Authority to the selected bidder and the selected bidder shall within 7 days(s) of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event, duplicate copy of the LOA duly signed by the bidder is not received within the stipulated time, the Authority may, unless it consents to extension of time for submission thereof, appropriate the bid security of such bidder as damages on account of failure of the selected bidder to acknowledge the LOA.

After acknowledgment of LOA as aforesaid by the selected bidder, the selected bidder shall, within a time period of 30 days from the date of issue of Letter of Award, constitute the SPV for the Project. And such SPV shall execute the Contract Agreement within the period prescribed in clause 3.1. The selected bidder shall not be entitled to seek any deviation, modification or amendment in the Contract Agreement.

Contacts during bid evaluation

- 15.7** Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, bidders and / or their representatives or other interested parties are advised to refrain, save and except as required under

the Bidding documents, from contacting by any means, the Authority and/or their employees/ representatives on matters related to the Bids under considerations.

Proprietary data 15.8

All documents and other information supplied by the Authority or submitted by the Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information's as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any bids, or any information provided along therewith.

Correspondence with Bidder 15.9

Save and except as provided in the RFP, the Authority shall not entertain any correspondence with any bidder in relation to the acceptance or rejection of any Bid. However, the Authority would display the result of the technical evaluation on its web portal including reasons for non-responsiveness, if any and the financial bid will be opened thereafter.

Conflict of Interest 15.10

A Bidder or any of its constituents shall not have conflict of interest. All bidders found to have a conflict of interest shall be disqualified. A Bidder shall be considered to be in conflict of interest with one or more parties in the bidding process, if, including but not limited to:

- JV/ consortium members of a bidder cannot be members of any other JV/ consortium either directly or indirectly through any of its Associates¹, so that a conflict of interest does not arises amongst the bidders.
- They have controlling stakeholders in common; or
- They receive or have received any direct or indirect subsidy from any of them; or
- They have the same legal representative for purpose of this bid; or
- They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another bidder, or influence the decision of the Authority regarding the bidding process; or
- A bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture. This will result in the disqualification of all bids in which the bidder is involved.
- A bidder, joint venture partner, associates, parent company, or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the services that are subject of the bid; or
- A bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Authority as Engineer for the contract; or

¹ "Associate" means, in relation to either Party {and / or JV / Consortium Members}, a person who controls, is controlled by, or is under the common control with such Party {or JV / Consortium Member} (as used in this definition, the expression "control" means, with respect to a person which is a company or corporation,

(a) the ownership, directly or indirectly, of more than 50% (fifty per percent) of the voting shares of such person; or

(b) holding more than 50% (fifty percent) of the voting rights of such person by virtue of an agreement; or

(c) the power to govern the policy decisions of such person under statute or an agreement; or

(d) to appoint or remove the majority of the members of the board of directors; or

(e) to cast the majority of votes at a meeting of the board of directors;

and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract or otherwise

- A bidder would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the RFP that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm.

16. Evaluation Parameters

- 16.1** Only those Bidders, who meet the eligibility criteria as specified in Clause 2.1 and 12 above shall qualify for the next stage of evaluation of Technical Bids as per Clause 13 and 14. Bids of the firms who do not meet these criteria shall be rejected and will not be evaluated further.

Authority will undertake evaluation of the Technical Bids of the Bidders fulfilling the above-mentioned criteria and shall assign marks as per the scoring given at Clause 17.1 (c). Each responsive bid shall be scrutinized to ascertain the fulfillment of the aspects as described in Clause 10 and relevant provisions of this RFP document and DTIS scheme.

17. Technical scoring framework

- 17.1**
- Bidders fulfilling the requirement of Clause 16, will be qualified for the next stage of technical evaluation. The marking for the technical evaluation will be as per clause 17.1 (c). Bidders who score at least **70 marks out of 100** in the overall technical evaluation would be eligible for the next stage of evaluation, i.e., financial bid opening.
 - SPV members can jointly meet the scoring criteria, i.e., if one member of the consortium meets the required technical criteria, the consortium will be considered meeting the respective criteria
 - Bidders will be awarded highest score for providing highest number of tests as well as highest capacity, better capability, and wider range for each test. Bidders offering Mil standards certifications and global certifications for each test will be awarded highest marks.
 - The bidders are required to submit duly signed and stamped Appendix R & S providing the list of Mandatory and Additional tests proposed to be undertaken by the bidder.
 - The evaluation committee will score the Technical Bids based on the technical evaluation criteria provided below:

Table 1 : Overview of Technical Evaluation Criteria

| S. No | Criteria Segment | Marks |
|-------|--|-------|
| a. | Similar experience | 10 |
| b. | Tests and testing capability, range and capacity | 30 |
| c. | Certifications and military standards | 10 |

| | | |
|-------|---|-----|
| d. | Detailed project report (DPR) | 30 |
| e. | Presentation on DPR including business proposal, tests and testing capabilities / capacities, test equipment, standards, infrastructure, etc. | 20 |
| Total | | 100 |

Similar Experience 17.2 Similar experience refers to Bidder having experience in executing similar work as defined in Clause 13.1. The Bidder will need to provide these details as part of their DPR.

Table 2 : Similar Experience

| S. No. | Requirement | Supporting Documents / Details | Max Marks | Scoring |
|--------|---|---|-----------|--|
| 1. | Number of different type of tests in similar project and similar industry | Bidder to provide self-certification accompanied with supporting documents. <i>(Note: The self-certificate shall be signed by the Chairman/ Managing Director/ CEO/ Head of the organization.)</i> | 5 | <ul style="list-style-type: none"> • 1 mark for 2 type of tests • 2 marks for 3 to 5 type of tests • 3 marks for 6 to 8 type of tests • 4 marks to 9 to 10 type of tests • 5 marks for >10 type of tests |
| 2. | Number of years of experience in the Electronic Warfare industry | Bidder to provide self-certification accompanied with supporting documents. <i>(Note: The self-certificate shall be signed by the Chairman/ Managing Director/ CEO/</i> | 5 | <ul style="list-style-type: none"> • 5 marks for >3 years of experience in complete Electronic Warfare manufacturing, testing, QC and certification • 4 marks for 1 to <=3 year experience in complete Electronic Warfare |

| | | | | |
|--|--|--|--|--|
| | | <p><i>Head of the organization.)</i></p> | | <p>manufacturing, testing, QC and certification</p> <ul style="list-style-type: none"> • 3 marks for >3 years of experience in Electronic Warfare sub-systems and component manufacturing, testing, QC and certification • 2 marks for 1 to <=3 years of experience in Electronic Warfare sub-systems and component manufacturing, testing, QC and certification • 2 marks for >=1 to <=3 years of experience in Electronic Warfare sub-systems and component manufacturing, testing, QC and certification • 1 mark for >=1 to <=3 years of experience in other Electronic Warfare industry, such as services, maintenance, skilling, etc. |
|--|--|--|--|--|

Tests and testing capability, range and capacity

17.3 As part of the tests and testing capabilities scoring criteria, Bidders will be required to provide details of the tests they will be providing as part of their DTIS facility. The marks will be awarded based on the test range, capability and capacity offered by the bidders for each test.

- a. **Capability:** It refers to capability of the test equipment to cater to Electronic Warfare, It is defined by the category of the Electronic Warfare. The bidder offering the maximum capability for a particular test i.e., offering tests for the highest weight of Electronic Warfare will be awarded maximum marks of 0.3.
- b. **Range:** It refers to the operating range of the test equipment for each test. The bidder offering the highest range for a particular test will be awarded maximum marks of 0.3.
- c. **Capacity:** It refers to the number of tests that can be carried out per year using the test equipment. The bidder offering the highest capacity for a particular test will be awarded maximum marks of 0.4.

Table 3 : Technological Capabilities

| S. No. | Parameter | Supporting Documents / Details | Max Marks | Scoring |
|--------|---|----------------------------------|---|--|
| 1. | Proposed mandatory tests (total 10 tests), as mentioned in Appendix P | Signed Undertaking by the bidder | <ul style="list-style-type: none"> • 10 marks • 1 mark per test | <ul style="list-style-type: none"> • Maximum marks for each test will be allocated to the bidder offering the maximum range, capacity and capability for the test • The marks provided to other bidders will be proportionate to its proposed range, capability and capacity for each test as compare to that of the highest range, capability and capacity proposed by any bidder • Calculation of the score is shown below this table along with an example |
| 2. | Tests proposed in addition | Signed Undertaking by the bidder | <ul style="list-style-type: none"> • 20 marks • 1 mark | <ul style="list-style-type: none"> • Maximum marks for each test will be allocated to the bidder offering the maximum range, |

| | | | | |
|--|--|--|----------|--|
| | to the mandatory tests (total 20 additional tests), as mentioned in Appendix-P | | per test | capacity and capability for the test <ul style="list-style-type: none"> • The marks provided to other bidders will be proportionate to its proposed range, capability and capacity for each test as compare to that of the highest range, capability and capacity proposed by any bidder • Calculation of the score is shown below this table along with an example |
|--|--|--|----------|--|

Total technical score for mandatory tests = \sum Technical score of each mandatory test

Technical score for each mandatory test = $\{0.3 * (\text{Range of the test proposed by the bidder} / \text{maximum range proposed by any bidder}) + 0.3 * (\text{Capability of each test proposed by the bidder} / \text{maximum capability proposed by any bidder}) + 0.4 * (\text{Capacity of the test proposed by the bidder} / \text{maximum capacity proposed by any bidder})\} \times 1$

For example, let us say, for environmental test the maximum capacity proposed by any bidder is 100 units per year. The highest range of temperature for the test is - 30 degree Celsius to 70 degree Celsius (i.e., 100-degree Celsius range) and the best capability proposed by any bidder is environmental tests for 50 kg drones (without payload). Now if Bidder A proposes to provide an environmental test for temperature range -10 degree Celsius to 50 degree Celsius (i.e., 60-degree Celsius range) for drones up to 10 kg weight with an annual capacity of 90 drones per year, the technical score for the bidder for environmental test will be given by:

Technical score for environmental test for Bidder A = $\{0.3 * (60/100) + 0.3 * (10/50) + 0.4 * (90/100)\} * 1 = \{0.18 + 0.06 + .36\} * 1 = 0.6 * 1 = 0.6$

Similarly, total technical score for additional tests = \sum Technical score of each additional test

Technical score for each additional test = $\{0.3 * (\text{Range of the test proposed by the bidder} / \text{maximum range proposed by any bidder}) + 0.3 * (\text{Capability of each test proposed by the bidder} / \text{maximum capability proposed by any bidder}) + 0.4 * (\text{Capacity of the test proposed by the bidder} / \text{maximum capacity proposed by any bidder})\} \times 1$

Certifications and military standards

17.4 As part of the certifications and military standards scoring criteria, Bidders will be required to provide details of the certifications they will be providing as part of their DTIS facility.

Table 4 : Certifications and military standards

| S. No. | Requirement | Supporting Documents / Details | Max Marks | Scoring |
|--------|------------------------------|--------------------------------|-----------|---|
| 1. | International certifications | Accreditations | 5 | <ul style="list-style-type: none"> • 5 marks for upto 100% proposed tests • 4 marks for upto 90% proposed tests • 3 marks for upto 80% proposed tests • 2 marks for upto 70% proposed tests • 1 mark for upto 60% proposed tests |
| 2. | Mil Standards | Certifications | 5 | <ul style="list-style-type: none"> • 5 marks for upto 100% proposed tests • 4 marks for upto 90% proposed tests • 3 marks for upto 80% proposed tests |

| | | | | |
|--|--|--|--|---|
| | | | | <ul style="list-style-type: none"> • 2 marks for upto 70% proposed tests • 1 mark for upto 60% proposed tests |
|--|--|--|--|---|

Detailed project report (DPR)

- 17.5** DPR being submitted by the Bidder as part of their Bid, will be evaluated and scored basis the keys aspects as provided below:

Table 14 DPR Evaluation

| S. No. | Requirement | Max Marks |
|--------|---|-----------|
| 1 | DPR covering the aspects as provided in ITB clause 10 | 30 |
| 2 | Understanding of the requirement | |
| 3 | DPR covering following areas – <ol style="list-style-type: none"> 1. Market understanding & Revenue (estimated market potential) 2. Business model 3. Infrastructure plan 4. Proposed mandatory test and test capabilities (including range and capacity) 5. Proposed additional test and test capabilities (including range and capacity) 6. Details of the EW test facility and testing capabilities 7. Financial sustainability model 8. Certification (National & International) 9. Standards (Mil-standards) 10. O&M Philosophy 11. Measurable outcomes envisaged 12. Adequacy of the proposed test to certify a EW to be operational | |

Presentation on DPR including business proposal, tests and testing capabilities / capacities, test equipment,

- 17.6** Bidders will be required to give a presentation on business proposal, proposed tests, test capabilities etc., to the evaluation committee. Date and time of the presentation will be communicated to the Bidder if their proposal qualifies the pre-qualification stage.

standards,
infrastructure, etc.

Table 5 : Presentation evaluation

| S. No. | Requirement | Max Marks |
|--------|---|-----------|
| 1 | Understanding of the requirement | 20 |
| 2 | Technical Presentation covering following areas – 1. Proposed business model 2. Estimated market potential 3. Financial sustainability model 4. Infrastructure being created 5. Proposed mandatory test and test capabilities (including range and capacity) 6. Proposed additional test and test capabilities (including range and capacity) 7. Details of the EW test facility and testing capabilities 8. Operations plan (processes, tools, technologies) 9. Certifications and standards | |
| 3 | Relevant Case Study presentation, along with the strategy/plan to use the key learnings for DTIS Project | |
| 4 | Answer to the queries raised by the Committee members | |
| | | |

18. Completion Certificate

18.1 The Implementation Agency/ SPV will be issued a completion certificate by the Authority after completion and commissioning of the DTI facility. To obtain the completion certificate, the Implementation Agency shall be required to achieve the following:

- The IA/ SPV has achieved the completion of the Project as per the Scope of the Project, DPR and the determining of the tests to be successful and the demonstration of the readiness as per the Contract Agreement
- The IA/ SPV has obtained necessary statutory approvals for the Project
- The IA/ SPV has obtained necessary accreditations and certification for undertaking the operations of the prescribed testing infrastructure as per the DPR, Scope of the Project and as per the Contract
- The IA/ SPV has obtained necessary calibration certificates of all the Equipment/ Machineries

SECTION – III: BID DATA SHEET

BID DATA SHEET

| Reference | Particulars | Description |
|------------------|--|---|
| ITB1.1 | Authority | Managing Director, Tamil Nadu Industrial Development Corp.Ltd, |
| ITB 15.6 | Method of Selection | Least Cost (Grant in Aid) Selection |
| ITB | Name of the Assignment / Job | DEVELOPMENT, OPERATION AND MANAGEMENT OF DEFENCE TESTING INFRASTRUCTURE (DTI) FOR ELECTRONIC WARFARE UNDER THE DEFENCE TESTING INFRASTRUCTURE SCHEME (DTIS) |
| ITB 5.1 | Last Date & time for submission of Bid | Date: 23.09.2022 Time: Latest by 1500 Hrs (IST) Submission: Hard copy submission Address: The Managing Director Tamil Nadu Industrial Development Corp. Ltd, 19-A, Rukmini Lakshmipathi Salai Egmore, Chennai –600 008 Phone: 044-28554479; Fax: 044-2855 3729 E-mail: cmd@tidco.com; Website: https://tidco.com |
| ITB 5.1 | Pre- Bid Meeting | Date : 05.09.2022 Time: 15.00 hrs Venue: Offline/Online through video Conferencing. Details of VC will be uploaded in the website prior to prebid date. |
| ITB 5.1 | Last date for seeking clarifications | Date: 02.09.2022 Time: 1400 hrs Email Id: cmd@tidco.com, |
| I&B 4.1 | EMD/ Bid Security | Bid securing declaration as per format given |
| ITB 5.1 | Bid Validity Period | 180 Days |
| ITB | JV / Consortium | Allowed |
| ITB 6.1 | Authorized Representative | Name: Managing Director, TIDCO Email Id: cmd@tidco.com |
| ITB 5.1 | Bid opening Date | Date: 23.09.2022 Time: 1530 hrs |

| | | |
|---|---------------|--|
| - | Make in India | As per policy of Govt. of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India, the provisions vide order no. P-45021/2/2017-PP (B.E-II) dated 04.06.2020 on the subject "Public Procurement (Preference to Make in India), Order 2017 – Revision" shall be fully applicable |
|---|---------------|--|

SECTION – IV: FRAUD & CORRUPT PRACTICES

1. Fraud & Corrupt practices

1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Implementation agency, as the case may be, if it determines that the Bidder or Implementation agency, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract Agreement, or otherwise.

Without prejudice to the rights of the Authority under the above Clause hereinabove and the rights and remedies which the Authority may have under the Bidding Documents, LOA or the Contract Agreement, or otherwise if a Bidder or the Implementation agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract Agreement, such Bidder or the Implementation agency shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or the Implementation agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be

For the purposes of this Section IV, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or

has dealt with matters concerning the Contract Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub-clause (d) of ITB Clause 2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical advisor of the authority in relation to any matter concerning the Project;

fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

SECTION – V: PRE-BID MEETING

1. Pre-Bid meeting
 - 1.1 A Pre-bid meeting shall be held as per the date and time mentioned in the Notice Inviting Bid and as per the details mentioned below. The bidders willing to attend the Pre-bid meeting should inform the Authority beforehand in writing and / or through email. The representatives attending the Pre-bid meeting must submit an authority letter, through email, duly signed by the authorized signatory of his / her organization permitting the representatives to attend the Pre-bid meeting on behalf of the respective Applicant.
 - 1.2 During the course of Pre-bid meeting, the bidders will be free to seek clarifications and make suggestions for consideration by the Authority. The Authority will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate.
 - 1.3 The Bidder is advised to study the Bidding Documents completely and submit the queries in writing or by email to the Authority. The queries should be sent to the Authority at least 2 (two) working days before the scheduled Pre- Bid Conference.
 - 1.4 It is to inform that a maximum of 05 (five) representative of each bidder shall be allowed to participate in the Pre-bid conference.

SECTION – VI: MISCELLANEOUS

1. Miscellaneous
- 1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in (name of the place) shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 1.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder
- 1.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

APPENDICES

Appendix – A
Letter Comprising the Technical Bid

To,

The Managing Director
Tamil Nadu Industrial Development Corporation Ltd
No.19-A, Rukmini Lakshmi pathy Salai Chennai–
600008

Sub: Bid for Development, Operation and Management of Defence Testing Infrastructure (DTI) for Electronic Warfare under the Defence Testing Infrastructure Scheme (DTIS)

Dear Sir,

With reference to your RFP document dated we, having examined the RFP, Contract Agreement and other related documents and understood its content, hereby submit our Bid for the aforesaid project. The Bid is unconditional and unqualified. We undertake to fully co-operate with the Authority throughout the bidding process.

2. We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidders for the aforesaid project, and we certify that all information provided in the Bid and in all is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for (Name of the Project)
4. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the documents submitted along with Bid.
5. We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, any of the Joint Venture Members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public Authority nor have had any contract terminated by any public Authority for breach on our part.
7. We declare that:
 - a. We have examined and have no restrictions to the RFP document, Contract Agreement and other documents accompanied with this RFP including any addendum issued by the Authority; and
 - b. We or any member of our JV/ consortium have not been blacklisted by central or any state government as on the date of submission of the Bid.

- c. We, agree if the work is awarded to us, we shall be responsible for obtaining statutory clearances required for weapons and ammunition (if required)
 - d. We shall not undertake this project by availing funding from any other scheme of the Government of India.
8. We understand that the Authority may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Section II Clause 4 of the RFP document.
9. We believe that we/ our Joint Venture/ proposed Joint Venture satisfy (ies) the Technical and Financial Capacity and other criteria and meet(s) all the requirements as specified in the RFP document and are qualified to submit a Bid.
10. We declare that we/ any Member of the Joint Venture are not a Member of a/ any other Joint Venture applying for bid.
11. We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Joint Venture have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Joint Venture have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. We further certify that no investigation by a regulatory Authority is pending either against us/ any Member of the Joint Venture or against our CEO or any of our directors/ managers/ employees.
14. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
15. The Statement of Legal Capacity as per format provided at Appendix-H of the RFP document, and duly signed, is enclosed. The power of attorney for signing of bid and the power of attorney for Lead Member of Joint Venture, as per format provided at Appendix-B and C respectively of the RFP, are also enclosed.
16. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

17. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
18. We have studied all the Bidding Documents carefully and also surveyed the project. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
19. We certify that in terms of RFP requirement, Our/ members of our JV members have positive net worth at the time of the submission of this RFP.
20. We agree and undertake to abide by all the terms and conditions of the RFP document.
21. We agree and undertake to be jointly and severally liable for all the obligations of the Implementation agency under the contract agreement.
22. We are providing the Bid Securing declaration as per the format given in the RFP.
23. We shall keep Bid valid for 180 days from the Bid due date specified in the RFP.
24. We hereby submit our bid and offer a Bid price as indicated in our Financial Bid for undertaking the aforesaid project in accordance with the Bidding documents and the Agreement.
25. We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
26. We agree and understand that the selected bidder shall incorporate a Section – 8 company under the Companies Act 2013.

In witness thereof, we submit this Bid under and in accordance with the terms of RFP document.

Yours Faithfully,

Date: (signature, name and designation of the Authorised signatory)

Place: Name and seal of the Bidder/ Lead Member

Annexure-I
Particulars of the Bidder

Information required against Sr No. 1 to 4 and 7 to 8 should be provided for all the members of the Consortium/ JV.

1. Applicant No (Lead Bidder)
 - (a) Name of the Bidder
 - (b) Country of Incorporation
 - (c) Address of Communication
 - (d) Date of incorporation and/ or commencement of business

2. Brief Description of the company including details of its main lines of business and proposed role and responsibilities in this project.

3. Details of the individual(s) who will serve as the point of contact/ communication for the Authority:
 - a. Name:
 - b. Designation
 - c. Company
 - d. Address
 - e. Telephone Number
 - f. E-mail Address
 - g. Fax Number

4. Particulars of the Authorized Signatory of the bidder
 - a. Name:
 - b. Designation
 - c. Address
 - d. Phone Number
 - e. Fax Number

5. A Copy of the Jt. Bidding Agreement, as envisaged in clause should be attached to the bid

6. Information regarding the role of each member should be provided as per table below:

| S.No | Name of the Member | Role* of each member | Percentage\$ of proposed equity shareholding in the SPV |
|------|--------------------|----------------------|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

*The role of each Member, as may be determined by the bidder, should be indicated which member is the Lead member of the consortium.

\$The Percentage equity should be in accordance with clause 2.1a

7. The following information shall also be provided for each member of the consortium: Name of the Bidder/ Member of the Consortium:

| S.No | Criteria | Yes | No |
|------|--|-----|----|
| 1. | Has the Bidder/ constituent of the consortium been barred by the Central/ state Government, or any entity controlled by it, from participating in any project? | | |
| 2. | If the answer to 1 is yes, does the bar subsist as on the date of bid? | | |
| 3. | Has the Bidder/ constituent of the consortium been penalized due to any other reason in relation to execution of a contract, in the last three years? | | |

8. A Statement by each of the Members of the Consortium disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (attach extra sheets, if necessary).

(signature, name and designation of the Authorised signatory)

Notes:

1. The Bidder is requested to attach Copy of Memorandum & Article of Association for each of the JV members/ Consortium members along with this appendix.
2. The Bidder is requested to avoid attaching brochure of their organization along with this appendix.

Appendix – B
Power of Attorney for Lead member of Joint Venture

Whereas the (The Authority) has invited the bids from interested parties for the Development, Operation and Management of Defence Testing Infrastructure (DTI) For Electronic Warfare under the Defence Testing Infrastructure Scheme (DTIS) (the “Project).

Whereas the following members (1)....., (2).....,(3).....(4)..... and (5)..... (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the RFP and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s. having our registered office at, M/s..... having our registered office at, M/s having our registered office at, and M/shaving out registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s..... having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Contract Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF 20.....

For

.....

(Signature)

.....

(Name & Title)

For

.....

(Signature)

.....

(Name & Title)

For

.....

(Signature)

.....

(Name & Title)

For

.....

(Signature)

.....

(Name & Title)

Witness:

1.

2.

To be notarized and submitted in Original

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

Appendix – C
Power of Attorney for signing the Bid

Know all men by these present, We (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/Ms (name) son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our JV/ Consortium and holding the position of , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the proposed project for Development, Operation and Management of Defence Testing Infrastructure (DTI) for Electronic Warfare under the Defence Testing Infrastructure Scheme (DTIS) for Department of Defence Production, Ministry of Defence (the “Authority”) including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20....

For

(Signature, name, designation and address)

Witness:

- 1.
- 2.

To be notarized and submitted in Original

Appendix – D
Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of, 20....

AMONGST

1. {Company 1.....} and having its registered office at (hereinafter referred to as the “First part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {Company 2.....} and having its registered office at (hereinafter referred to as the “Second part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {Company 3.....} and having its registered office at (hereinafter referred to as the “Third part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

4. {Company 4.....} and having its registered office at (hereinafter referred to as the “Fourth part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

5. {Company 5.....} and having its registered office at (hereinafter referred to as the “Fifth part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND, THIRD, FOURTH and FIFTH PART are collectively referred to as the “Parties” and each is individually referred as a “Party”

WHEREAS,

- (A), (hereinafter referred as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the Bids) by its request for Proposal No dated (the RFP) for the Development, Operation and Management of Defence Testing Infrastructure (DTI) for Electronic Warfare under the Defence Testing Infrastructure Scheme (DTIS) for Department of Defence Production, Ministry of Defence.

- (B) The Parties are interested in jointly bidding for the Project as members of a consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- a. The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.
- b. The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the SPV”) under section -8 of the Indian Companies Act, 2013 for entering into a Contract Agreement with the Authority and for performing all its obligations as the Implementation agency in terms of the Contract Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Contract Agreement when all the obligations of the SPV shall become effective;
- (b) Party of the Second Part shall be {;}
- (c) Party of the Third Part shall be {;} and
- (d) Party of the Fourth Part shall be {.....}.
- (e) Party of the Fifth Part shall be {.....}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Contract Agreement, till such time as the date of commercial operation for the Project is achieved under and in accordance with the Contract Agreement.

6. Shareholding in the SPV

- a. The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

Third Party;

Fourth Party:

Fifth Party;

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and Authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and Authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until financial close of the Project is achieved under and in accordance with the Contract Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be

9. Miscellaneous

- a. This Joint Bidding Agreement shall be governed by laws of India.
- b. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN:

SIGNED, SEALED AND DELIVERED For and on behalf of

LEAD MEMBER by:

.....

(Signature)

.....

(Name)

.....

(Designation)

SIGNED, SEALED AND DELIVERED For and on behalf of
SECOND PART by:

.....

(Signature)

.....

(Name)

.....

(Designation)

SIGNED, SEALED AND DELIVERED For and on behalf of
THIRD PART by:

.....

(Signature)

.....

(Name)

.....

(Designation)

SIGNED, SEALED AND DELIVERED For and on behalf of
FOURTH PART by:

.....
(Signature)

.....
(Name)

.....
(Designation)

SIGNED, SEALED AND DELIVERED For and on behalf of
FIFTH PART by:

.....
(Signature)

.....
(Name)

.....
(Designation)

In presence of

1

2.

Notes:

1. *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as Board resolution /power of attorney in favour of the person executing this Agreement for the delegation of power and Authority to execute this Agreement on behalf of the Consortium Member.*
3. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

Appendix – E

Work Experience/ Technical Capacity of the bidder

| S.No | Name of the work and its location | Name of the client and Contact details | Date of start | Date of Work Completion | Project/ Work cost | Project Type and Details | Supporting document attached |
|------|-----------------------------------|--|---------------|-------------------------|--------------------|--------------------------|------------------------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Note: The Above-mentioned information is to be substantiated with the document evidence such as Work order/Letter of Award/ Contract agreement/ Work completion certificate on client letterhead from the client duly signed by the authorized signatory.

Signature of the Authorized representative with Seal

Appendix – F

Financial capacity of the Bidder

| S.No | Name of the JV/ Consortium Member | Proposed Equity share in shareholding in consortium (%) | Annual Turnover in each of the Financial years | | | Net Worth Year - 1 |
|--------------|---|---|--|--------|---------|-----------------------------|
| | | | Year -1 | Year-2 | Year -3 | |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| Total | | | | | | |

The above mentioned information needs to be supplied by each member of the consortium and shall be duly certified by the Statutory auditor of the Bidder, in case the bidder does not have a statutory auditor, it may provide the certificate from its Chartered Accountant.

Signature of the Statutory Auditor

Signature of the Authorized representative

Stamp/ Seal

Stamp/ Seal

Notes:

1. The Bidder and its constituent/ consortium members shall attach copies of the duly audited balance sheets and financial statements for the above mentioned period. The financial statements shall:
 - a. Reflect the financial situation of the Bidder
 - b. Be audited by a statutory auditor
 - c. Be complete, including all notes to the financial statements; and
 - d. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Year 1 will be the latest completed financial year preceding the bidding. Year 2 shall be the year immediately preceding Year-1 and so on.
3. "Net Worth" shall mean (Subscribed and Paid-up Equity + Reserves) less (aggregate value of the accumulated losses + deferred expenditure + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders) but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation
4. "Turnover" means the gross amount of revenue recognised in the profit and loss account from the sale, supply, or distribution of goods or on account of services rendered, or both, by a company during a financial year.

Appendix – G
Undertaking by the Bidder

To,

The Managing Director
Tamil Nadu Industrial Development Corporation Ltd
No.19-A, Rukmini Lakshmi pathy Salai Chennai–
600008

Sub: Bid for Development, Operation and Management of Defence Testing Infrastructure (DTI) for Electronic Warfare under the Defence Testing Infrastructure Scheme (DTIS)

Dear Sir,

With reference to the above-mentioned RFP document. We, (1)....., (2).....,(3).....(4)..... and (5)..... (collectively the “Consortium”) being Members of the Consortium hereby make the following declarations:

1. No alteration has been made in any form in the downloaded Tender document
2. I/ We have not been banned or blacklisted by any Government or Quasi government agency or public sector undertaking.
3. We confirm that the proposed project if awarded to us will not use any funding under any other scheme.
4. We confirm that we will ensure to proper utilization of the financial grant being provided to us under the DTIS, if the project is awarded to us.

Signature of the Authorized
Representative with Seal

Appendix – H
Statement of Legal Capacity

(To be submitted on the letterhead of the bidder/ lead member of consortium)

To,
The Managing Director
Tamil Nadu Industrial Development Corporation Ltd
No.19-A, Rukmini Lakshmi pathy Salai Chennai–
600008

Sub: Bid for Development, Operation and Management of Defence Testing Infrastructure (DTI) for Electronic Warfare under the Defence Testing Infrastructure Scheme (DTIS)

Dear Sir,

We hereby confirm that we/our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that..... (insert member's name) will act as the Lead Member of our consortium and we have agreed that (insert individual's name) will act as our representative/will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of

* Please strike out whichever is not applicable.

Appendix – I
Bid Security

Bid Securing Declaration

We hereby submit a declaration that the bid submitted by the undersigned, on behalf of the JV/ consortium, {Name of the bidder}, either sole or in JV, shall not be withdrawn or modified during the period of validity i.e. not less than 180 (one hundred eighty) days from the bid due date.

I, on behalf of the bidder, {Name of the bidder}, also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a performance security before the deadline defined in the Letter of Invitation (LOI), then all the members of the JV/ consortium will be blacklisted for participation in the tendering process for the works of Tamil Nadu Industrial Development Corporation Ltd.(TIDCO) and works under other Centrally Sponsored Schemes, for a period of two years from the bid due date of this work.

(Signature of the Authorised Signatory)

(Official – Seal)

Appendix – J
PROJECT SITE PARTICULARS

To,

The Managing Director
Tamil Nadu Industrial Development Corporation Ltd
No.19-A, Rukmini Lakshmi pathy Salai Chennai–
600008

Sub: Bid for Development, Operation and Management of Defence Testing Infrastructure (DTI) for Electronic Warfare under the Defence Testing Infrastructure Scheme (DTIS)

Dear Sir,

With reference to the above mentioned project, we (name of the Bidder) propose to develop the facility at (name of the location) in (name of the city/ state). The proposed facility is owned by (name of the owner) and is of (size of the land).

All relevant documents of the land showing the ownership details along with a layout plan are showing the proposed development enclosed with the bid at (page number).

Signature of the Authorized
Representative with Seal

Appendix – K
NON-DISCLOSURE AGREEMENT

(To be submitted on the letter head of lead member of the Applicant)

1. The Applicant (onsite and support team members) shall keep confidential and shall not without the written consent of the Government - divulge to any third party, any documents, data or other information furnished directly or indirectly by the Government in connection with the contract, whether such information has been furnished prior to, during or following termination of the contract.
2. The Applicant also undertakes not to use any information gained by virtue of this Project, in any form, to prepare, develop, market or sell any system or product for utilization by any other client. The Applicant agrees to retain the confidential information of the organization in strict confidence, to protect the security, integrity and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication or dissemination of such information.
3. The Applicant shall adopt and/ or maintain security processes and procedures to safeguard the confidentiality of all information received from the Government.
4. The Applicant shall not disclose or in any way assist or permit the disclosure of any information related to the Government to any third party or person without the express written consent of the Government.
5. The Applicant shall not send any information or data related to the project at any time outside India for the purpose of storage, processing, analysis or handling.
6. The Applicant shall not engage or appoint any non-resident Indian / foreigner to undertake any activity related to the Project. The Applicant will not discuss with any member of public, media, press or any other person about the nature of arrangement / contract between the Government and the Applicant or the nature of services to be provide by the Applicant to the Government.
7. Upon the completion of period of contract, the Applicant will ensure that all documents, memoranda, notes and other writings or electronic records prepared by it that include any confidential information are returned to the Government.
8. If there is any unauthorized disclosure or loss of any of confidential information by the Applicant or any of its representatives, Applicant will promptly, at its own expense, notify the Government in writing and take all actions as may be necessary to minimize any damage to the Government as a result of such disclosure or loss.
9. The obligation not to disclose Confidential Information shall remain in effect after the date of conclusion of the contract and the provisions of this clause shall survive termination, for whatever reason of the contract.

Signature (in capacity of)

Name

Designation

Company Seal

Place _____

Date _____

Appendix – L
DETAILED PROJECT REPORT

To,

The Managing Director
Tamil Nadu Industrial Development Corporation Ltd
No.19-A, Rukmini Lakshmipathy Salai Chennai–
600008

Sub: Bid for Development, Operation and Management of Defence Testing Infrastructure (DTI) for Electronic Warfare under the Defence Testing Infrastructure Scheme (DTIS)

Dear Sir,

With reference to the above-mentioned subject, we hereby submit our Detailed Project Report for” Development, Operation and Management of Defence testing Infrastructure for Electronic Warfare. This DPR provides a composite overview of the facility proposed to be developed under the DTIS and covers the aspects in line with ITB Clause-10 of the RFP document.

Signature of the Authorized
Representative with Seal

Appendix – M
CONTRACT AGREEMENT

Attached as separate file as Volume II

Appendix – N
LETTER COMPRISING THE FINANCIAL BID

To,

The Managing Director
Tamil Nadu Industrial Development Corporation Ltd
No.19-A, Rukmini Lakshmiipathy Salai Chennai–
600008

Sub: Bid for Development, Operation and Management of Defence Testing Infrastructure (DTI) for Electronic Warfare under the Defence Testing Infrastructure Scheme (DTIS)

Dear Sir,

1. With reference to your RFP document dated, I/We, having examined the Bidding Document and understand their contents, hereby submit our Bid for the aforesaid project. The bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the document accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
3. The Bid price has been quoted by me/us after taking into consideration of all the terms and conditions stated in the RFP, Contract Agreement, all the documents provided in the tender document package, and all the conditions that may affect the project cost and implementation of the Project and we understand that no additional payments shall be allowed on the basis of change in site parameters at a later date.
4. I/We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
6. I/ We shall keep this offer valid for 180 (one hundred and Twenty) days from the BID Due Date specified in the RFP.
7. I/ We understand that the Authority is not bound to accept the lowest or any tender it may receive.

8. I/ We hereby submit our BID and offer a BID Price of Rs.
(Rs.....{in words}) as detailed in Price Bid
for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

Yours faithfully,

Date:

(Signature, name and designation of

Place:

Authorised Signatory)

Name & seal of Bidder/Lead Member:.....

Appendix – O
PRICE BID

To,

The Managing Director
Tamil Nadu Industrial Development Corporation Ltd
No.19-A, Rukmini Lakshmi pathy Salai Chennai–
600008

Sub: Bid for Development, Operation and Management of Defence Testing Infrastructure (DTI) for Electronic Warfare under the Defence Testing Infrastructure Scheme (DTIS)

Dear Sir,

Based on the RFP document, scope of work, and tender conditions, corrigendum (if any), and in reference to Appendix -N. Our lump sum amount for the Grant in Aid of INR (India Rupees _____ {in words}) for undertaking the project.

The detailed break-up of amount for the Grant in Aid is presented below.

| S.No | Description | Total Estimated Cost (INR) | Grant Amount (INR) | % Share |
|------|--|----------------------------|--------------------|---------|
| 1 | Building | | | |
| 2 | Test Equipment, Installation, Training | | | |
| | Total | | | |

Yours faithfully,

Date:

(Signature, name and designation of

Place:

Authorised Signatory)

Name & seal of Bidder/Lead Member:.....

Note: *The bidder shall provide a detailed break-up of the amount quoted above to the extent possible to ascertain the cost.*

Appendix – P

LIST OF TESTS, TEST EQUIPMENT AND STANDARDS

The proposed EW test facility to be comprised of civil infrastructure which comprises of following:

| S.No. | Head | Specifications |
|-------|-----------------------|----------------------------------|
| 1. | Land | Depends on the facility location |
| 2. | Civil infrastructure | >10,000 sq. ft. |
| 3. | Anechoic chamber size | At least 10ft x 10ft |
| 4. | Antenna test chamber | At least 5ft x 5ft x 5ft |

The tests proposed to be undertaken at the DTI facility of Electronic warfare testing are given in the table below. The tests are categorized as mandatory tests and additional tests. Mandatory tests comprise of tests which are required to be part of the DTIS facility proposed by the bidder and additional tests comprises of tests which are good to have as part of the proposed DTIS facility or proposed additionally to the mandatory tests.

| S.No. | Mandatory tests | Range |
|-------|---|--|
| 1. | Radar Warning Receiver test (System-level, component-level and installed) | 10MHz to 40GHz |
| 2. | Antenna testing | 400MHz to 40GHz |
| 3. | Missile warning system tests (System-level, component-level and installed) | 10MHz to 40GHz |
| 4. | Laser warning system tests (System-level, component-level and installed) | 1064nm/ 1550nm 0.5 to 6 km |
| 5. | Jammer effectiveness tests (Open / closed loop component and system Level, and installed testing) | 400MHz to 40GHz, Jamming signal power 50dBm (max) |
| 6. | RF towed decoy testing (System-level, component-level and installed) | 10MHz to 40GHz |
| 7. | Laser systems test | 2.5 to 20Km at lambda=1064nm/ 1550nm |
| 8. | PCB & Module test system (ATS 500 or equivalent) | PCB thickness range 0.3-1.4mm 4 – 14 layers PCB |

| | | |
|-----|--|--|
| 9. | Component test system | upto 25MHz digital test rate, Boundary scan, Mixed signal Analysis, Vector less tests, Parametric testing |
| 10. | Boundary Scan test system | TCK frequencies upto 166MHz 4TAP, 1.1 to 3.3V in 0.1V steps 1ms, 10ms, 100ms, 1s, 10s, XJTAG signals are +5V" |
| 11. | Conformal Coating System | Multi-coating removal upto 5 materials 1. Urethane 2. Parylene 3. Epoxy 4. Silicone 5. Acrylic |
| 12. | Automatic Flying Probe Tester | Upto 4 probes top side, upto 2 bottom side probes |
| 13. | High Frequency Test and Measurement Instrument | 0.1MHz to 3GHz |
| 14. | Radiometric qualification tests | 15 to 90m resolution |
| 15. | Spot facing qualification tests | upto 150mm diameter |
| 16. | Radar modelling & target simulation | Upto 0.25 sq. m. |
| 17. | Low noise amplifier test | IF: 1400-4200 MHz |
| 18. | High power switches test | 100KHz to 40GHz |
| 19. | Frequency range test | 10MHz to 40GHz |
| 20. | Waveform variance test – antenna | 10MHz to 40GHz |
| 21. | Signal integrity test | 100KHz to 40GHz |
| 22. | Software verification and validation | Most software from HDL to C based |
| 23. | AESA radar transmitter & receiver module test | 100KHz to 40GHz |
| 24. | Receiver and processor effectiveness | IF: 0.1-4GHz Endurance testing, Two tone and spurious response (single signal) receiver tests |
| 25. | Integrated system test | 2 to 12GHz |
| 26. | Hardware in the loop testing | DC to 40GHz |
| 27. | RCS measurement | RF: 400Hz to 40GHz IF: 10Hz to 10KHz Upto 0.01 sq m at -20dB |
| 28. | EM environment effects | 400MHz to 40GHz, 30 to 1.5Km |

| | | |
|-----|---|-----------------------|
| | | Field strength: 50V/m |
| 29. | Field test (Receiver test and emitter verification) | 400MHz to 40GHz |
| 30. | Interface tests with other sensors | 0.5 to 15m range |

| S.No. | Additional tests | Range |
|-------|---|--|
| 1. | System calibration test | 10MHz to 40GHz |
| 2. | Radiometric calibration test | ASTER Level - 1B MODIS Level - 1B through 4 |
| 3. | Geometric calibration | Laser and IR spectrums Planar calibration, Auxiliary calibration, 2D/3D LIDAR calibration, 3D-3D point correspondence |
| 4. | Sensor calibration | 0.5 to 15m range Mechanical, Elect mechanical, Thermal and other scopes |
| 5. | Rig test | 400MHz to 40GHz |
| 6. | Effective Radiated Power (ERP) test | 400MHz to 40GHz |
| 7. | Input saturation level | 0.1 to 4GHz IF Saturation detector Temporary Radar Blindness |
| 8. | 3D radiation pattern | 400MHz to 40GHz |
| 9. | Active Infrared Countermeasures (AIRCМ) tests (System-level, component-level and installed) | Typical infrared bands |
| 10. | Countermeasure dispensing system test (System-level, component-level and installed) | Typical infrared bands |
| 11. | Direction finding accuracy in radiation mode | Phased array transceiver with 4 to 40GHz upto 3 distinct major AoA |
| 12. | Search scan rate test | Upto 10ms resolution -135 to 135 scan angle FOV, Scan pattern, scan angles, scan behavior characterization |
| 13. | Frequency hopping test | 100KHz to 40GHz |
| 14. | Elevation coverage Test | Upto 150m elevation from sea level |

| | | |
|-----|-------------------------------------|--|
| | | Handheld power meters received power upto -140dBm Tx SDR EIRP upto 45dBm |
| 15. | Wideband IQ recording and replay | IQ rate: 2.5 to 80MHz at ADC resolution of 16 bits |
| 16. | Narrow band IQ recording and replay | IQ rate: 2.5 to 80MHz at ADC resolution of 16 bits Recording time with 4TB storage 3h33mins |
| 17. | PRI test | 1000 to 4000 pulse per second |
| 18. | Pulse Density test | Dual path measurement upto 44GHz 2GHz modulation bandwidth |
| 19. | Emitter tests | 10MHz to 21.5GHz Switching speed 100 us |
| 20. | ECM receiver sensitivity test | Sensitivity range upto -103dBm |

All the mandatory and additional tests needs to be as per MIL STD, CEMILAC, DO-178B and NATO Standards, and the proposed Electronic warfare test facility should be NABL accredited as per ISO/IEC 17025. We expect the facility to be able to handle the tests for airborne, land and naval systems. The bidders needs to ensure that testing requirements are compliant to JSS:55555.

Indicative list of test equipment for the proposed testing facility is given below. Bidders need to specify what would be the capacity and range of the test equipment that they will be offering for the mandatory and additional tests. All the test equipment and equipment required to undertake tests promulgated in MIL STD needs to be procured for the testing lab under DTIS. The equipment for each test must be of IS or equivalent standards.

| Test equipment |
|--|
| 1) Agile Signal Generators for multi-channel and multi-port threat simulations |
| 2) Arbitrary waveform generators for threat simulation for baseband or wideband verification (Frequency range: DC-80 MHz) |
| 3) Oscilloscopes (Frequency range: DC-1GHz) |
| 4) Signal analyzers (Frequency range: 2Hz To 26.5GHz) |
| 5) Digital storage oscilloscope (Frequency range: DC-8 GHz) |
| 6) Digitizers |

- 7) Flexible FPGA tools
- 8) Simulators
- 9) Anechoic chamber
- 10) System integration facility
- 11) Field ranges
 - 11.1 RADAR Bands: RF Radiation in Open test ranges from 400 MHz to 40 GHz can be configured with available Signal generators and amplifier modules 2W/5W etc. in different frequency bands
 - 11.2 For HF and V/UHF Measurements Anechoic chambers can be used and In injection mode)
- 12) Phase noise analyzer and VCO tester
- 13) Vector signal generator (Frequency range:100KHz To 44GHz)
- 14) Network analyzers (Frequency range: 100KHz To 40GHz)
- 15) Spectrum analyzer (Frequency range: 10MHz To 40GHz)
- 16) Run test sequencer software (Frequency range: 9KHz To 40 GHz)
- 17) Radar test system
- 18) High Frequency Test and Measurement Instrument (Frequency range: 0.1MHz To 3GHz)
- 19) Flight line threat generator
- 20) Missile launch simulator

APPENDIX Q - DTIS**DEPARTMENT OF DEFENCE PRODUCTION**
DTIS CELL / DGQA

12575/DGQA/DQA(WP)/DTIS Guidelines

14 May 20

DEFENCE TESTING INFRASTRUCTURE SCHEME (DTIS) - GUIDELINES**1. Context**

1.1 Under "Make in India", the Government has accorded high priority to development of manufacturing base of Defence and Aerospace sectors in the country to reduce dependence on imports. Towards this, Government has announced establishment of Defence Industrial Corridors (DICs) in Uttar Pradesh and Tamil Nadu.

1.2 One of the main impediments for domestic defence production is lack of easily accessible state-of-the-art testing infrastructure. Defence Testing Infrastructure is often capital intensive requiring continuous upgradation and it is not economically viable for individual defence industrial units to set up in-house testing facilities. The Scheme aims at setting up of Greenfield Defence Testing Infrastructure (required for defence and aerospace related production), as a common facility under private sector with Government assistance mainly in DICs.

2. Objective

2.1 The objective of the proposed Scheme is to promote indigenous defence production, with special focus on participation of MSMEs and Start Ups by bridging gaps in defence testing infrastructure in the country. Setting up of Defence Testing Infrastructure will provide easy access and thus meet the testing needs of the domestic defence industry.

3. Scope

3.1 The Scheme would provide financial assistance to private sector for setting up Testing and Certification facilities for manufacturers of defence equipment/systems. The financial assistance will be from Central Government in the form of Grant-in-Aid for setting up of Greenfield Defence Testing Infrastructures (DTIs) in the following verticals:-

- (a) Testing facilities for Drones / Unmanned Aerial Vehicles (UAVs)/Remotely Piloted Aircrafts (RPAs)
- (b) EMI/EMC Testing for Radars, UAVs/RPAs and Electronic/Telecom equipment
- (c) Rubber Testing for Defence and Aerospace Sectors
- (d) Radiated Noise and Shock Testing
- (e) Electronic Warfare
- (f) Software Testing
- (g) Specialised Test Driving Tracks
- (h) Ship Motion Testing
- (i) Test Facilities for Aerospace Industry
- (j) Ballistic and Blast Testing Facilities
- (k) Environmental Test Facilities

(l) Any other area in Defence manufacturing lacking testing infrastructure.

3.2 The DICs in UP and TN may be given preference for setting up of DTIs, being the focus areas. These corridors have been selected as they are expected to support large number of industries involved in defence and aerospace manufacturing in the future. However, the Scheme is not limited to setting up DTIs in the DICs only.

4. **Eligible Agencies**

4.1 Each DTI will be setup through a Special Purpose Vehicle (SPV), hereinafter referred to as the Implementation Agency, which may be promoted/constituted by private entities (Industry, Industry association, R&D/Academic institution) and State Government agencies.

4.2 The Implementation Agency under the Scheme shall be a Section 8 company registered under the Companies Act, 2013.

4.3 Only private entities registered in India and State Government agencies will qualify for forming the Implementation Agency.

4.4 The Central Govt assistance for setting up DTIs will be in the form of Grant-in-Aid and will be limited to sum total of Rs 400 Cr. Assistance for individual DTI under the Scheme shall not exceed 75% of the project cost. The balance of the project cost will be borne by the Implementation Agency.

4.5 At least 5 private entities and state government agencies may constitute the Implementation Agency. However, contribution from any of the Implementation Agency constituents cannot exceed 40% of the share capital of the Implementation Agency.

4.6 All the constituents of SPV (Implementation Agency) shall have positive net worth. This condition is relaxed for companies registered with Startup India. Any company black listed by Central or State Government will not be eligible to be part of SPV.

4.7 At least three constituents of the SPV should be in existence for more than three years and no relaxation will be provided in this regard.

4.8 The SPV (Implementation Agency) shall be responsible for obtaining statutory clearances required for testing of weapons and ammunition.

5. **Role of the Implementation Agency**

5.1 The Implementation Agency shall be responsible for setting up of DTI under the Scheme. The Implementation Agency shall be also responsible for operation and maintenance of assets created under the Scheme, in a self-sustainable manner, by way of collecting user charges plus applicable GST.

5.2 Cost of land is not proposed to be funded under the Scheme. Land for DTIs would be arranged by the Implementation Agency. In case the Implementation Agency is not owner of the land, they should have lease for the land for at least 30 years from the date of response to RFP. Land availability with Implementation Agency shall be essential condition for consideration of applicant's response.

5.3 The Implementation Agency will obtain all necessary statutory approval/clearances including those for environmental compliance and quality standards as applicable.

5.4 The respondent shall indicate the manner and modalities for operation and maintenance of the testing facility after its creation in its proposals for consideration of assistance, as a part of the DPR submitted in response to RFP issued by MoD/DDP.

5.5 The Implementation Agency shall be responsible for ensuring that procurement of all items, equipment and services, including works, are through a transparent and competitive bidding process. Appropriate performance guarantees should be built in the agreement to ensure timely and good quality delivery of goods and services procured.

5.6 The Implementation Agency shall execute an undertaking for proper utilization of the grant and abide by the target dates, as may be specified in the conditions of the Grant. It shall not divert the Grant for any other purpose. In the event of failure to comply with the conditions or breach of the undertaking, it shall be liable to refund to President of India the entire amount of the Grant. The undertaking is to be submitted by the Implementation Agency in a format as specified in RFP.

5.7 The Implementation Agency shall also execute an undertaking that the said project is not being funded under any other scheme of the Government of India. The undertaking is to be submitted by the Implementation Agency in the prescribed format as may be specified in the RFP.

6. Extent of Financial Assistance

6.1 The DTI Screening Committee (DTISC) constituted as per **Annexure 'A'** for approval of the projects will be the final authority to take decision on the proposals submitted by the Implementation Agency.

6.2 The total Central Govt assistance for setting up 06 to 08 DTIs will be in the form of Grant-in-Aid not exceeding Rs 400 Cr. The extant GFR provisions will be followed for setting up the DTIs. The test facilities planned to be set up can be divided into three types, namely, Small, Medium and Large. The estimated cost of each type of facility is given in the table below:-

| SI No | Type | Estimated Cost | Nos |
|-------|--------|----------------|-----|
| (a) | Small | 0<20 Cr | 03 |
| (b) | Medium | 20-50 Cr | 03 |
| (c) | Large | >50 Cr | 02 |

The number of test facilities under each type may be varied, if need arises.

6.3 Assistance for individual DTI under the Scheme shall not exceed 75% of the project cost. The remaining project cost will be borne by the Implementation Agency.

6.4 For the purpose of calculating the extent of contribution of the Implementation Agency under the Scheme, the cost of land or such other component as may be specified

in EoI or RFP shall not be included in the project cost. The broad norms for funding of DTIs shall be as follows:-

- | | | |
|-----|--|-------------------------|
| (a) | Land | - to be provided by SPV |
| (b) | Capex for building | ≤ 20% of Project Cost |
| (c) | Test Equipment, Installation, Training | ≥ 80% of Project Cost |

6.5 No recurring expenditure or any establishment cost will be funded by Central Government under the Scheme.

6.6 Studies related to identification of defence testing infrastructure gaps and mapping of facilities, impact study etc may be done by engaging professional help after obtaining approval of DTISC.

7. **Submission of Proposal**

7.1 **Expression of Interest**. Expression of Interest (EoI) may be issued by DDP/DGQA to seek preliminary response from private entities willing to set up defence testing infrastructure. The EoI shall clearly indicate the Preliminary Qualitative Requirements (PQRs) of the testing infrastructure intended to be set up.

7.2 **Submission of Response to EOI**. The proposal in response to EoI is to be meticulously formulated after conducting a detailed study based on the Preliminary Qualitative Requirements (PQRs). Measurable outcomes should be indicated in the proposal, e.g. expected reduction in testing costs and time if the testing infrastructure is set up. The Proposal in the prescribed format may be filed by a private entity intending to form an SPV. The format of the Preliminary Proposal will be as specified in the EoI.

7.3 **Request For Proposal**. The Staff Qualitative Requirements (SQRs) may be refined after receipt of responses to EoI. For selection of Implementation Agency for execution of each DTI project, Request For Proposal (RFP) may be issued to the shortlisted participants of the EoI who meet the specified criteria.

7.4 **Submission of Response to RFP**. The Final Proposal, in the prescribed format, alongwith Detailed Project Report (DPR) and associated documents shall be submitted by the respondents in response to the RFP. The format of the Final Proposal will be specified in the RFP. The respondents will prepare the DPR (as prescribed in RFP), covering the technical, financial and implementation aspects, timelines for completion of the project including those for achieving financial closure, and the monitoring mechanism proposed to be put in place. He shall also submit details of his associate with whom he intends to form SPV. Respondents would be required to form an SPV within a time specified in RFP only in case he is selected under the scheme for setting Defence Testing Infrastructure. The format for DPR shall be such as may be prescribed in the RFP.

7.5 The proposal shall clearly indicate details related to the mode of Operation and Maintenance of the asset after its creation. It should also suggest the mechanism for operation and maintenance of the infrastructure proposed to be created on sustained basis by levying user charges/fees, etc.

7.6 The project proposal must be complete in all respects including the documents to be submitted as may be prescribed in RFP.

8. **Process of Scrutiny, Selection Criteria and Approval**

8.1 The project proposals alongwith DPR submitted by the respondent in response to RFP shall be technically and financially evaluated by an independent agency as per evaluation criteria given in RFP. The evaluation will include confirming compliance to technical criteria, availability of land and financial viability etc. The Respondent requesting least Grant-in-Aid etc. will be selected.

8.2 The proposals of the respondents alongwith Project Monitoring Committee (PMC) evaluation report will be considered by the DTISC. While appraising the project, the PMC would look into justification, including the intended benefit in terms of addressing the specific bottleneck in defence testing infrastructure, and make recommendation to DTISC. The respondent shall provide details of the financing tie-ups for the projects which will be considered before approval of the project.

8.3 Immediately after registration of SPV (Implementing Agency), the respondent shall inform DDP/DGQA about names of SPV constituents share holding pattern of the SPV and whether they qualify the eligibility criteria. Hereafter, all correspondence shall be made by Government with SPV (Implementing Agency).

8.4 Respondent will be liable to forfeiture of earnest money deposit in case of non formation of SPV.

9. **Release of Funds**

9.1 Disbursement shall be subject to the Implementation Agency achieving financial closure.

9.2 The funds shall ordinarily be released to the Implementation Agency for an approved project in installments as approved by the DTISC. However, the number of installments may be limited to 5 installments for each project.

9.3 The Implementation Agency shall submit a bond to be executed regarding utilisation of funds in the format as may be specified in RFP.

9.4 The Implementation Agency will submit a pre-receipt bill for the funds to be disbursed to it alongwith certificate that it has not indulged in corrupt practices in the format as may be specified in the RFP.

9.5 The funds will be kept in a separate Escrow Account of the Implementation Agency.

9.6 The first installment will be released against Bank Guarantee after approval for the project is accorded by the DTISC. The Implementation Agency shall submit the Utilisation Certificate (UC) for the amounts utilised as per format as may be specified in the RFP.

9.7 Release of further installments shall be subject to furnishing of complete Utilisation Certificate, Project Consultant (PC) report and the proof of matching contribution of the funds having been invested by the Implementation Agency from its own or other sources on pari-passu basis as per the approved cost sharing. Disbursing Advance Payment of subsequent installments may be done after recommendation of the DTISC and against submission of matching Bank Guarantee by the Implementation Agency.

9.8 Certification of the physical and financial progress by the PC would be a pre-requisite for release of further installments.

10. **Evaluation and Monitoring**

10.1 The DTISC shall periodically review progress of the approved projects in the Scheme and will take necessary steps to ensure achievement of objectives of the Scheme.

10.2 **Project Monitoring Committee**. A Project Monitoring Committee (PMC) shall be constituted by MoD/DDP and it shall be responsible for timely and proper implementation of each DTI Project without time and cost overruns. The composition of the PMC is given at **Annexure 'A'**.

10.3 The PMC shall meet once in every quarter to review the progress report submitted by the Project Consultant in a format as may be prescribed.

10.4 **Project Consultant (PC)**. Project monitoring shall be done by DDP/DGQA. A suitable Project Consultant (PC) may be engaged to assist DDP/DGQA in technical and financial appraisal of all projects under the Scheme. The PC will appraise the DPR submitted by the Implementation Agency with respect to technical feasibility, financial viability and optimal utilization of resources. The PC will undertake periodic monitoring of the projects including their physical progress, quality of execution of work, procurement of items/equipment and adherence to timelines, and submit reports to the Project Monitoring Committee (PMC).

10.5 The Implementation Agency would be required to maintain subsidiary accounts of the Government Grant and furnish to the PC a set of audited statement of accounts as per Companies Act. These audited statement of accounts shall be furnished after utilization of the Grant-in-Aid or whenever called for. The requirement for submission of the audited accounts/ statements shall be as specified in the RFP.

11. **Administrative Expenses**

11.1 The administrative expenses of DDP/DGQA connected with the implementation of each DTI project including hiring of PC are not to exceed 3% of the funds available under the Scheme.

12. Assets

12.1 The assets created by the Implementation Agency shall be owned by it after completion of the DTI project.

12.2 The assets acquired/created by the Implementation Agency out of government assistance under the Scheme shall not be disposed, encumbered or utilized for purposes other than those for which funds have been released.

12.3 A register of permanent and semi-permanent assets acquired wholly or partly out of the funds provided by the Central Govt under the Scheme should be maintained in the Form GFR 21.

12.4 In case of cancellation of any DTI project at any point of time, all assets and any unutilized grant shall vest with the Government of India.

13. Accreditation

13.1 The Implementation Agency will mandatorily obtain certification/ accreditation from appropriate National/International Agencies.

14. Operation and Maintenance of Assets

14.1 The Implementation Agency shall be responsible for Operation & Maintenance of assets created under the Scheme by way of collecting user charges.

14.2 The Implementation Agency shall ensure that the services at the facilities created under the Scheme are extended to the users on pay and use basis without discrimination.

15. Recall of the Central Grant

15.1 In case of unsatisfactory use of the Grant by the SPV including compromise with the quality of work envisaged, or partial/incomplete implementation of the project, the Central Govt shall cancel the project and for the purpose of recovery of Grant in Aid retains the rights to the following, but not limited to:-

- (a) disposing of all assets acquired by the SPV for the DTI project and vested with the Central Govt.
- (b) recall unspent amount of grant lying in the escrow account and
- (c) encashment of Bank Guarantee.

16. Debarment

16.1 The Implementation Agency or any of its constituents shall be debarred if:-

(a) It has been convicted of an offence under the Prevention of Corruption Act, 1988

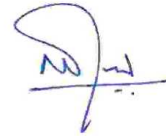
(b) It has been convicted for an offence under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

(c) Proceedings against any of its constituents are running under Insolvency and Bankruptcy code (IBC).

(d) The constituents of SPV (Implementation Agency) are black listed by Government of India/ State Government.

16.2 The Implementation Agency or any of its constituents debarred under any of the sub-sections mentioned above or any successor of the Implementation Agency/its constituents shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.

17. The Department of Defence Production may issue directions/clarification from time to time for smooth implementation of the Scheme.



(Nagesh Jain)
Captain (IN) QA - DTIS
for ADGQA(WP)

Copy to:-

All Concerned Ministries / Departments of Government of India.
All Concerned State Governments.
Niti Aayog.
All Concerned Industry Associations.
Internal Circulation
MoD DDP website
DGQA website

Annexure 'A'**Composition of Monitoring Committees/Agencies****Defence Testing Infrastructure Screening Committee(DTISC)**

- | | |
|--|-------------|
| 1. Secretary, DP, MoD | Chairman |
| 2. Secretary (Def Fin) | Member |
| 3. Addl Secy (DP) | Member |
| 4. Rep State Gov (TN & UP) | Member |
| 5. Joint Secretary (NS) | Member |
| 6. Joint Secretary (DIP) | Member |
| 7. DGQA | Member |
| 8. DGAQA | Member |
| 9. ADGQA(WP) | Member |
| 10. Rep Niti Aayog | Member |
| 11. Captain QA | Member Secy |
| 12. Any other member Co-opted by the Chairman, DTISC | |

Project Monitoring Committee (PMC)

- | | |
|---|-------------|
| 1. Addl DGQA (WP) | Chairman |
| 2. Director DIP, DDP | Member |
| 3. Director from Min of MSME | Member |
| 4. Director DGAQA | Member |
| 5. Rep Niti Aayog | Member |
| 6. Rep SIDM | Member |
| 7. Rep Project Consultant (PC) | Member |
| 8. Capt QA | Member Secy |
| 9. Any other member Co-opted by the Chairman, PMC | |

Project Consultant (PC)

Independent Project Consultant (PC) hired by DDP/DGQA for appraisal of proposals submitted by Implementation Agency and progress monitoring.

DEPARTMENT OF DEFENCE PRODUCTION
DTIS CELL / DGQA

12575/DGQA/DQA(WP)/DTIS Guidelines

24 Jul 20

AMENDMENT 1 TO GUIDELINES OF
DEFENCE TESTING INFRASTRUCTURE SCHEME (DTIS)

1. Refer to Defence Testing Infrastructure Scheme (DTIS) guidelines issued vide DQA(WP) letter no 12575/DGQA/DQA(WP)/DTIS Guidelines dated 14 May 20.
2. In order to make Central Government agencies also eligible to form SPVs for setting up Test Facilities under the Scheme, the following amendments are incorporated into the DTIS guidelines.
3. Para 4.1, 4.3, 4.5 of the DTIS guidelines giving the Eligible Agencies are amended to read '**State Government / Central Government agencies**' in lieu of '**State Government agencies**'.
4. These amendments come into force with immediate effect.



(Nagesh Jain)
Captain (IN) QA - DTIS
for ADGQA(WP)

Copy to:-

All Concerned Ministries / Departments of Government of India.
All Concerned State Governments.
Niti Aayog.
All Concerned Industry Associations.
Internal Circulation
MoD DDP website
DGQA website

Appendix R
List of Mandatory Test (proposed to be undertaken)

To,
The Managing Director
Tamil Nadu Industrial Development Corporation Ltd
No.19-A, Rukmini Lakshmipathy Salai Chennai-
600008

Sub: Bid for Development, Operation and Management of Defence Testing Infrastructure (DTI) for Electronic Warfare under the Defence Testing Infrastructure Scheme (DTIS)

Dear Sir,

We (name of the bidder) propose to undertake the following mandatory tests for the proposed DTI facility. The key information of the tests along with the technical details are being submitted in the DPR.

| S.No | Name of test | Capacity | Range | Capability (Max. weight of EW being tested) |
|------|--------------|----------|-------|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Yours Faithfully,

Date: (signature, name and designation of the Authorised signatory)

Place: Name and seal of the Bidder/ Lead Member

Appendix S
List of Additional Test (proposed to be undertaken)

To,
The Managing Director
Tamil Nadu Industrial Development Corporation Ltd
No.19-A, Rukmini Lakshmipathy Salai Chennai–
600008

Sub: Bid for Development, Operation and Management of Defence Testing Infrastructure (DTI) for Electronic Warfare under the Defence Testing Infrastructure Scheme (DTIS)

Dear Sir,

We (name of the bidder) propose to undertake the following additional tests for the proposed DTI facility. The key information of the tests along with the technical details are being submitted in the DPR.

| S.No | Name of test | Capacity | Range | Capability (Max. weight of EW being tested) |
|------|--------------|----------|-------|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Yours Faithfully,

Date: (signature, name and designation of the Authorised signatory)

Place: Name and seal of the Bidder/ Lead Member

Appendix T
Bid Securing Declaration

We hereby submit a declaration that the bid submitted by the undersigned, on behalf of the JV/ consortium, {Name of the bidder}, either sole or in JV, shall not be withdrawn or modified during the period of validity i.e. not less than 180 (one hundred eighty) days from the bid due date.

I, on behalf of the bidder, {Name of the bidder}, also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a performance security before the deadline defined in the Letter of Invitation (LOI), then all the members of the JV/ consortium will be blacklisted for participation in the tendering process for the works of Tamil Nadu Industrial Development Corporation Ltd.(TIDCO) and works under other Centrally Sponsored Schemes, for a period of two years from the bid due date of this work.

(Signature of the Authorised Signatory)

(Official – Seal)

Appendix U
Land details

The land parcel for the testing facility has been identified at Vallam Vadagal. The land will be issued to the consortium for rental lease (rental lease agreement shall be signed by the successful bidder), with rental charges finalized in separate agreement.