

Date: 15/10/2024

Supply of stretched acrylic canopy system for AMCA .
Standard Terms and Conditions

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

- 1. Effective Date of the Contract:** In case of placement of a supply order, the date of acceptance of the Supply Order would be the effective date. The firm should check the supply order and convey acceptance of the same within seven days of its receipt. If such an acceptance or communication conveying firm's objection to certain parts of the supply order is not received within the stipulated period, the supply order will be deemed to have been fully accepted by the firm. In case a contract is to be signed by both the parties, the Contract shall come into effect on the date of signatures of both the parties on the Contract (Effective Date) or as agreed during negotiations. The performance of the Contract shall commence from the Effective Date of the Contract/Supply Order.

Note: If any discrepancy is there, it should be brought to the notice within 7 days from the date of Contract/Supply order else it will be presumed as Contract/Supply Order is accepted.

- 2. Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India and shall be governed by and interpreted in accordance with the laws of the Republic of India.
- 3. Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to product or performance, which cannot be settled amicably, shall be resolved by arbitration in accordance with the following provision.

Option-1: The case of arbitration may be referred to respective CFA or a person appointed by him who will be sole arbitrator and the proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996 as amended.

(OR)

Option-2: The case of arbitration may be referred to International Centre for Alternative Dispute Resolution (ICADR) for the appointment of arbitrator and proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996, as amended.

(OR)

Option-3: The case of arbitration may be conducted in accordance with the rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules in India. However, the arbitration proceedings shall be conducted in India under Indian Arbitration and Conciliation Act, 1996 as amended.

- 4. Penalty for Use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract or any other contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by

him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

- 5. Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% above MCLR (Marginal Cost of Funds based Lending Rate) declared by RBI pertaining to State Bank of India for Indian bidders. The Buyer will also have the right to recover any such amount from any contracts in vogue with the Government of India.

Or

The Seller confirms and declares in the Techno-Commercial bid that they have engaged an agent, individual or firm, for promotion of their product. In such case, following details are to be submitted in the Techno-Commercial bid:

- a) Name of the Agent
 - b) Agency Agreement between the seller and the agent giving details of their contractual obligation
 - c) PAN Number, name and address of bankers in India and abroad in respect of Indian agent
 - d) The nature of services to be rendered by the agent and
 - e) Percentage of Commission payable to the agent
- 6. Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Bidder/Seller has violated the provisions of Para 4 and/or Para 5 above to obtain the Contract, the Bidder/Seller, on a specific request of the Buyer, shall provide necessary information/inspection of the relevant financial documents/information/Books of Accounts.
- 7. Non-disclosure of Contract Documents:** Except with the written consent of the Buyer/Seller, other party shall not disclose the Contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
- 8. Handling of Classified information by Indian Licensed Defence Industry:** Any classified document/information/equipment being shared with Indian Licensed Defence Industries will

be protected/handled to prevent unauthorised access as per provisions of Chapter 5 of Security Manual for Indian Licensed Defence Industries issued by MOD (Department of Defence Production).

- 9. Withholding of Payment:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in the Contract, the Buyer may, at his discretion, withhold any payment until the completion of the Contract.
- 10. Liquidated Damages:** The Buyer may deduct from the Seller, as agreed, liquidated damages at the rate of 0.5% per week/part thereof, of basic cost of the delayed stores/services which the vendor has failed to deliver within the period agreed for delivery in the contract. LD shall also be levied on the basic cost of the stores supplied partially within the scope of the Order/Contract that could not be put to use due to late delivery of the remaining stores. The maximum Quantum of LD would be 10% of the total order value.
- 11. Termination of Contract:** The Buyer shall have the right to terminate the Contract in part or in full in any of the following cases:
- i) The store/service is not received/rendered as per the contracted schedule(s) and the same has not been extended by the Buyer.
Or
The delivery of the store/service is delayed for causes not attributable to Force Majeure for more than 3 months after the scheduled date of delivery and the delivery period has not been extended by the Buyer.
 - ii) The delivery of store/service is delayed due to causes of Force Majeure by more than 6 months provided Force Majeure clause is included in the contract and the delivery period has not been extended by the Buyer.
 - iii) The Seller is declared bankrupt or becomes insolvent.
 - iv) The Buyer has noticed that the Seller has violated the provisions of Para 4 (Use of Undue Influence) and/or Para 5 (Employment of Agent) above to obtain the Contract.
 - v) The Buyer is entitled at their option, to cancel the order or a portion thereof, due to not meeting any of the terms and conditions of the order / delayed execution of the order by the Seller beyond reasonable time as may be considered by the Buyer, without prejudice to the terms and conditions of this order.
 - vi) As per decision of the Arbitration Tribunal.
 - vii) ADA reserves the right to cancel the procurement process at any stage and accept or reject any bid, fully or partially, without assigning any reasons.
- 12. Notices:** Any notice required or permitted by the Contract shall be written in English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/ airmail, addressed to the last known address of the party to whom it is sent.
- 13. Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the Contract or any part thereof without written consent of the Buyer.
- 14. Use of Patents and other Industrial Property Rights:** The prices stated in the Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other Industrial Property Rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates

irrespective of the fact of infringement of the supplies or any or all the rights mentioned above.

15. **Amendments:** No provision of the Contract shall be changed or modified in any way (including this provision) either in whole or in part except when both the parties are in written agreement for amending the Contract.

16. Taxes and Duties

In respect of Indigenous Bidders

A) General

- a) If the quoted prices exclude GST / Local Tax or any other Statutory Duties/Taxes, the same must be specifically stated with applicable rates. In the absence of same, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
- b) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation, it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.
- c) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm that duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring any request for change of duty/tax at a later date due to any reason whatsoever.
- d) Any addition to duty/tax and change in any duty/tax upward/downward as a result of any statutory variation in duty/tax taking place within contract terms shall be allowed to the extent of actual quantum of such variation of duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc., if any, obtained by the Seller.
- e) TDS as per Income Tax Rules and GST Rules will be deducted and a certificate to that effect will be issued by the Buyer/ Buyer's paying authority. GST TDS as applicable would also be deducted.

B) Customs Duty

- ADA is a public funded research institution and has been exempted from the payment of Customs Duty, as per the description of stores and conditions thereon, under Customs Notification No.19/2019 as amended on HSS basis. Hence, all manufacturers are requested to forward their offer directly without involving any Agents, Representative and Distributors, etc. Only direct offers addressed to ADA can be considered to avail the duty benefit granted by Government of India, Ministry of Defence. Custom Duty if any which will be paid by the Supplier shall be reimbursed by ADA on production of requisite documents. Supplier is responsible to clear the material at their cost from Customs Authority based on the Duty Exemption Certificate provided by ADA and forward a copy of Bill of Entry confirming utilization of the Certificate, at the time of Delivery.
- The successful bidder would be issued a Customs Duty Exemption Certificate (CDEC) under the said notification at the time of import clearance for the goods being imported against the Contract. Bidder would be required to submit a copy of their order to principal along with principal's acceptance and proforma invoice at least four weeks in advance from the expected date of arrival of goods to this office for issuance of CDEC.
- Bidders may note that CDEC would be issued ONLY in favour of beneficiary of the Contract.

17. **Denial Clause:** Denial clause informs Seller that the Buyer reserves the right to admit additional payment due to upward revision of statutory levies beyond the original delivery

schedule in case Seller fails to deliver the goods as per schedule. Variations in the rates of statutory levies within the original delivery schedule will be allowed if taxes are explicitly mentioned in the contract/supply order and delivery has not been made till the revision of the statutory levies. Buyer reserves the right not to reimburse the enhancement of cost due to increase in statutory levies beyond the original delivery period of the supply order/contract even if such extension is granted without imposition of LD.

- 18. Undertaking from the Bidders:** The Bidder/Firm/Company will submit an undertaking that in the past, they have never been banned/debarred for doing business dealings with Ministry of Defence/Govt. of India/any other Govt. organization and that there is no enquiry going on by CBI/ED/any other Govt. agency against them.

Special Terms and Conditions

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

1. Performance Security:

The Seller may be required to furnish a Performance Security in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Indemnity Bond/Bank Guarantee (including e- Bank Guarantee) from any of the scheduled commercial banks or payment online in favour of Aeronautical Development Agency, payable at Bangalore, for a sum equal to **5%** of the Contract value (including taxes and duties) within **14 days** from the date of the Order valid upto 60 days beyond completion of all the Contractual obligations including supplying of tooling warranty, if any. The specimen of BG is attached at *Annexure-A*. Bank Guarantee is to be issued through SFMS by Applicant's Bank to ADA's Bank details as indicated below:

Name : ADA; A/c No. :10461037271; IFSC Code : SBIN0004815

Bank : State Bank of India, NAL Branch, Bangalore

Note : While submitting the Bank Guarantee, Vendor should ensure that Bank Details such as Name of the Bank, Branch Name, Fax Number, Contact Person, E-mail ID, etc. shall be sent along with the Bank Guarantee.

The Performance Security will be forfeited by the Buyer, in case the conditions regarding adherence to delivery schedule and/or other provisions of the contract are not fulfilled by the Seller.

2. Guidelines for Submission of Bank Guarantee:

- a) Bank Guarantee/IB should be submitted by Bidders/Vendor in the specified format (as per *Annexure A*). Bidders should comply with prevailing formats and guidelines of ADA with respect to BGs at the time of issue of BGs.
- b) All Bank Guarantee/IB should be submitted to ADA directly by the Issuing Bank under Registered Post (A.D.) / Speed Post / Courier.
- c) Bank Guarantee/IB shall be free from all typographical error / deletions / inclusions, riders etc., and requires to be authenticated by Bank's signatory with official seal.
- d) The name, designation and code numbers of the Bank officer / officers signing the BGs should be incorporated under the signature(s) of the officials signing the BGs along with the complete postal address and email ID.

Note: Bank Guarantee should be issued from a Scheduled Commercial Bank in India. All charges connected with issue/extension of BG shall be borne by bidders/vendor.

3. Permissible Time Frame for Submission of Bills:

To claim payment (part or full), the Seller shall submit the bill(s) along with the relevant documents within 30 days from the completion of the activity/supply and acceptance.

4. Payment Terms:

- 4.1 Milestone payments along with applicable GST shall be paid within 30 days against Successful completion of each milestone & submission of Original Invoice and Milestone completion and acceptance certificate duly certified by the Project coordinator and counter-signed/approved by PD/TD.

- 4.2 It is required to deliver the qualified & accepted canopy bubbles within 26 months from the date of placement of the commercial contract.
- 4.3 The tasks to be executed by the supplier in coordination with ADA during project execution of the contract and milestone based payment schedule are listed in Table below.

Sl. No.	Activity	Responsibility	PDC (months)	Payment Schedule
1.	Issue of Purchase order	ADA	T ₀	
2.	Preparation of export license package & submission	Supplier	T ₀ + 1	
3.	Signing of Non-Disclosure Agreement and sharing of models and relevant details of Canopy System to supplier	ADA	T ₀ + 1	
4.	Validation of given design, scheme for windshield to canopy lamination against requirements and feedback for design modification if required	Supplier	T ₀ + 2	Milestone 1 15% of NRC
5.	Sharing of modified design of Canopy System	ADA	T ₀ + 3	
6.	Preparation of preliminary tool designs & Bill of Materials for tooling	Supplier	T ₀ + 4	
7.	Ordering of raw materials	Supplier	T ₀ + 4	
8.	Preparation of preliminary manufacturing process plan	Supplier	T ₀ + 4	
9.	Preparation of preliminary qualification & acceptance test plan(s)	Supplier	T ₀ + 4	
10	Finalisation of process plan and drawings for tooling and canopy bubble	Supplier	T ₀ + 5	
11	Interaction of design team with supplier on detail design at supplier site (One week)	Supplier & ADA	T ₀ + 7	
12	Tool design and fabrication	Supplier	T ₀ + 11	Milestone 2 25% of NRC
13	Finalisation of tests	Supplier & ADA	T ₀ + 11	
14	Manufacturing of bubbles for bird impact and other qualification tests	Supplier	T ₀ + 13	

Sl. No.	Activity	Responsibility	PDC (months)	Payment Schedule
15	Supply of mounting frame	ADA	T ₀ +13	
16	Assembly of bubble and frame and bird hit testing of the assembly	Supplier	T ₀ +14	
17	Review of the test results at supplier site	Supplier & ADA	T ₀ +14	
18	Modification of the manufacturing process based on the test results, if required	Supplier	T ₀ +15	
19	Modification of the design based on the test results, if required	ADA	T ₀ +17	
20	Other qualification tests on canopy bubble(s)	Supplier	T ₀ +17	
21	Acceptance tests at supplier site	Supplier	T ₀ +18	
22	Delivery of first bubble	Supplier	T ₀ +20	
23	Evaluation and clearance for further production of bubbles	ADA	T ₀ +21	Milestone 3 20% of NRC + At actuals - RC
24	Documentation of maintenance and repair procedures	Supplier	T ₀ +22	
25	Manufacturing, testing and delivery of remaining five bubbles along with other deliverables	Supplier	T ₀ +24	Milestone 4 20% of NRC + At actuals - RC
26	Delivery of one set of tooling to ADA	Supplier	T ₀ +26	Milestone 5 20% of NRC

Note: The timeline and payment schedule shown here is tentative. It shall be finalised and agreed upon during commercial negotiations.

5. Part Payment & Part Supply: Permitted

6. Mode of Payment

It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details to facilitate payments through ECS / NEFT. If payment to vendor is being made for the first time, vendor is advised to provide their ECS details in Original duly attested by their Bankers.

7. Terms of Delivery

The delivery of goods shall be FOR ADA, Bangalore.

8. Packing and Marking Instructions:

- a) The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during

transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong. The packing cases should have provisions for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

- b) The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.
- c) A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. The cartons shall then be packed in packing cases as required.
 - i) Part Number :
 - ii) Nomenclature :
 - iii) Contract annex number :
 - iv) Annex serial number :
 - v) Quantity contracted :
- d) One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No.1 painted in a yellow colour.
- e) The Seller shall mark each package with indelible paint in English language as follows:-
 - i) Contract No. _____
 - ii) Consignee _____
 - iii) Port / airport of destination _____
 - iv) Ultimate consignee _____
 - v) Package No. _____
 - vi) Gross/net weight _____
 - vii) Overall dimensions/volume _____
 - viii) The Seller's marking _____
- f) If necessary, each package shall be marked with warning inscriptions: <Top>, <Do not turn over>, category of cargo etc.
- g) Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from damage or deterioration during transportation by land, air or sea. In such case the Buyer shall finalize the marking with the Seller.

9. Warranty:

- a) The Seller will declare that the goods, stores articles sold/supplied shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/mentioned in the contract. The Seller will guarantee that the said goods/stores/articles/spares would continue to conform to the description and quality for a period of **1 year** from the date of acceptance of the said goods stores/articles. If during the aforesaid period of 1 year, the said goods/stores are discovered not to conform to the description and quality aforesaid, not giving satisfactory performance or have deteriorated, the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period without any financial implication on the Buyer.
- b) If the defective part / subsystem / system needs to be taken by the Seller outside Buyer's premises to rectify the defect, Seller shall provide a comprehensive (**during transit & storage insurance for repair period**) insurance cover of the equivalent amount to the Buyer to cover for the time taken to rectify the defective goods and deliver the repaired or replaced goods at the same location without any financial implications on Buyer.
- c) In cases of procurement of Software/Seller shall issue/provide upgrades of the Software free of cost during the warranty period.

10. Evaluation and Acceptance Criteria of Bids: The bid will be considered and selected based on instructions contained in RFP for further evaluation of bids as per sequence given below:

i) **Techno-Commercial Bid Evaluation:** Bids will be evaluated based on vendor qualification criteria of RFP and SOW and bids of the qualified bidders will be considered for further evaluation.

The bidders hereby agrees to respond to the “techno-commercial queries” sent by TCEC (if any) via e-mail / Fax (as provided by Bidder) within the time limit, failing which the Bidder’s offer will be rejected summarily without any further communication.

ii) **Price Bid Evaluation:** The Price bid of those bidders whose Techno-Commercial bid has been accepted will be opened and comparative statement will be prepared. The best acceptable bid will be decided upon the lowest price quoted by the particular Bidder. The ultimate cost to ADA would be the deciding factor for ranking of Bids. ADA reserves the right to call the lowest acceptable bidder for techno-commercial negotiations, if the cost indicated is beyond the budgeted estimate. **The basis for evaluation of Price bid will be LOT WISE.**

11. Documents to be furnished for Claiming Payment

Indigenous Sellers: The payment of bills will be made on submission of the following documents (wherever applicable) by the Seller to the Buyer:

- a) Original Ink-signed / Digitally Signed Invoice/Electronically Signed Invoice/ System generated Invoice
- b) Performance Security Bank Guarantee & Advance Bank Guarantee
- c) Installation & Acceptance Certificate duly certified by Project Co-ordinator
- d) Details for electronic payment as per ECS Mandate Form viz. Bank name, Branch name and address, Account Number, IFS Code, MICR Number, duly certified by your banker
- e) Any other document / certificate that may be provided for in the SOW/Contract.
- f) Warranty Certificate

12. Franking Clause:

- i) **In Case of Acceptance of Store(s):** “The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the Contract”.
- ii) **In Case of Rejection of Store(s):** “The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract.”

13. Claims:

- i) The quantity claims for deficiency of quantity and/ or the quality claims for defects or deficiencies in quality noticed during the inspection shall be presented within 45 days of completion of inspection.
- ii) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location, within mutually agreed period, under Seller’s arrangement without any financial implication on the Buyer.

14. Liability Clause:

- a. Any damage caused to the property or suffered by the personnel of Buyer during the execution of Contract shall remain the liability of the Buyer. Such liability shall be fixed on Seller in case of grossly negligent act or omission on the part of Seller.
- b. This provision is limited to the relations between the Parties. It is without prejudice to the rights and actions to which the victims of damage, or any Social Security

Organizations could prevail themselves legally.

- c. Either party would provide reasonable assistance to resolve the claim of other Party to mitigate loss or damage.
- d. Neither, the Seller shall be liable to the Buyer, nor shall the Buyer be liable to the Seller for any immaterial, punitive, indirect, special, incidental, or consequential loss or damage. This will hold good irrespective of whether such liability is based or claimed to be based on any breach of a Party's obligation under the Contract, or any negligent act or omission of a Party, its employees, servants, appointed representatives, sub-contractor or professional consultants, or such liability arises otherwise out of or in connection with the Contract.
- e. The Buyer shall not be liable for any compensation in any manner to the Seller for whatsoever reason.
- f. The Seller shall be liable to the Buyer for any compensation in any manner for whatsoever reasons for a sum not exceeding value of the Contract.

15. Force Majeure Clause:

- i) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operations, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- ii) In such circumstances the time stipulated for the performance of an obligation under the Contract is extended correspondingly for the period of time commensurate with actions or circumstances and their consequences.
- iii) The party for which it becomes impossible to meet obligations under the Contract due to Force Majeure conditions, is to notify in written form to the other party of the beginning and cessation of the above circumstances immediately, but in any case, not later than 10 (Ten) days from their commencement.
- iv) Certificate of Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be considered as sufficient proof of commencement and cessation of the above circumstances.
- v) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the Contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

16. Intellectual Property Rights (IPR):

The rights of Intellectual Property, developed under the Contract, will be the property of ADA. ✓

17. **Earnest Money Deposit:** Bidders are required to upload scanned copy of the Earnest Money Deposit (EMD), in favour of **Aeronautical Development Agency, Bangalore**, in the currency of their quote for amount equivalent to **Rs. 18,40,000/- [Rupees Eighteen Lakhs Forty Thousand only]** along with their bid. The EMD may be submitted by Indigenous bidder in the form of Insurance Surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) from any of the scheduled commercial banks or payment online (format enclosed at **Annexure-B**). EMD is to remain valid for a period of **45 days** beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them, without any interest whatsoever, at the earliest after expiry of the final bid validity and latest on or before the thirtieth day after the award of the Contract.

EMD of the successful bidder would be returned without any interest whatsoever after the receipt of Performance Security Bank Guarantee from them as called for in the Contract. EMD is not required to be submitted by those Bidders who are registered with the

Departments of MoD, other DRDO labs, MSEs and as per the policy of Government of India in vogue. Such bidders shall be required to furnish the relevant documents in their Techno-Commercial bid in support of the claim. The EMD will be forfeited if the Bidder withdraws, amends, impairs or derogates from the tender in any respect within the validity period of their tender.

Following categories of Sellers shall however, be exempted from furnishing Bid Security:

- i) Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer. State Government Buyers may, however, choose to exempt only MSEs from the State of Bid Inviting Authority by specifying the same in ATC of the Bid. In case no such ATC is included, eligible MSEs of all states are exempted.
- ii) Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.
- iii) KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
- iv) Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation (Seller to upload VA report / VAE confirmation to be validated by the Buyer).
- v) Sellers / Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s)
- vi) Sellers / Service Providers holding valid BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents to be validated by the buyer.
- vii) Central / State PSUs.
- viii) Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer – such bidder shall have to upload scanned copy of relevant valid registration document in place of Bid Security document while bidding.

Note:

1. Original **EMD instrument** should be sent by post in an envelope, addressed to **Director [Materials Management]**, Aeronautical Development Agency, P.B.No.1718, Vimanapura Post, Bangalore – 560017. The cover of envelope should clearly mention “EMD”, Gem number, Description and Bid due date.
2. In case **EMD instrument** (if applicable) is not received on or before “**techno-commercial bid opening date and time**”, bid of such vendors will summarily be rejected.

- 17. Pre-bid Meeting :** A pre-bid meeting will be held at **As detailed in GeM Portal** to answer any queries or to clarify doubts regarding submission of proposals. Interested Bidders or their authorized representatives (duly authorized in writing) may compulsorily attend the Pre-bid Meeting. This event will not be postponed due to nonpresence of your representative.

General:
Compliance for the Terms & Conditions is mandatory without which the offer will not be considered.
Bidders are requested to sign all pages of SOW, RFP and all the enclosure and annexures along with company stamp (at the bottom of pages) and submit the same along with their

quotation (along with Techno-Commercial bid in case of Two Bid System)
The bidder should be registered in India. GST Registration Number and its validity should be indicated. Documentary evidences should be supplied/attached to the Bid Proposal documents.
The Bidder must have PAN/TAN for Income Tax Department and the same may be quoted.
The technical bid should contain supporting documents to prove all claims of the company.
Price details are to be furnished only in the price Bid. Technical Bids, if contain prices will summarily be rejected.
ADA reserves the right to accept or reject any or all offers in part or in full without assigning any reasons.

18. Vendor Qualification Criteria

- A minimum of 5 years of experience in manufacturing & qualifying thermoplastic systems for protection and visualization purposes with high importance for optical qualities.
- Full fledged in-house tooling design and manufacturing, in-house facilities for forming thermoplastics.
- In-house capabilities or tie-up with certified professionals for carrying out required computer analysis to verify the design before going ahead with manufacturing.
- In-house capabilities or tie-up with certified laboratories to carry out all the qualification and acceptance tests.
- Experience in manufacturing and supplying acrylic canopy systems for contemporary fighter aircraft is preferred.

19. Inspection Authority:

Unless otherwise specified in the purchase order, the supplier is responsible for carrying out all the inspections required for meeting the inspection requirements as specified herein. Only the certified/qualified inspectors approved by the Government of India/ their designated representatives shall be deployed to carry out these inspections. Except as otherwise specified in the purchase order, the supplier may utilise his own facilities or any other facilities suitable for the performing of the inspection requirements specified herein, unless disapproved by the government of India. ADA can nominate another inspection agency authorised by the Government of India to validate the results before acceptance.

20. Acceptance Criteria:

Successful completion of qualification and Acceptance Tests as per the approved tests plans.

21. Growth Potential Contract:

The requirements projected under scope of work are broadly based on the current requirement. During the course of execution there could be some changes which may require a deviation from the present scope which might have financial implication. In case there are financial implication, based on agreement, the rates will be negotiated and contract amended accordingly, Any charges will be restricted to a maximum of 15% of overall value of a contract. These rates will be negotiated and reflected in the purchase order.

Details of Stores/Services Required**1. Deliverables:****1.1 Hardware**

1.1.1 The supplier shall deliver 6 Canopy Bubbles that meet the technical specifications as per Enclosure 1 along with the tooling as given below.

Table 1. Deliverables - Hardware

Description	Quantity
Qualified Canopy Bubbles for AMCA	6 Nos
Tooling (tentative list) * +	1 Set
i. Pre forming Tool	
ii. Forming tool	
iii. Annealing tool	
iv. Contour checking fixture	
v. Drill fixture	
vi. Optical inspection fixture	

* Tools are to be delivered to ADA

+ Supplier to bring out type and quantity of required tooling in the technical bid

1.2 Documents

1.2.1 The supplier shall deliver the following documents along with the hardware.

Table 2. Deliverables - Documents

SI No	Description	Remarks
1	One set of tooling drawings and 3D models in neutral format	
2	Computational analysis files	
3	Qualification & Acceptance Test Plan	
4	Qualification Test Report	For one Canopy System
5	Process specification document	
6	Maintenance and repair manual	
7	Acceptance Test Report	For each bubble
8	Details of raw materials including their incoming inspection reports	For each bubble/batch
9	Traveller/Route Card	For each bubble

2. Statement of Work:**2.1 Introduction**

Stretched acrylic windshield laminated canopy bubbles meeting MIL-W-81752A and MIL-C-81590 specifications are required for Advanced Medium Combat Aircraft (AMCA). This bubble is mounted on a metal frame using fasteners. Henceforth, the stretched acrylic laminated bubble is called the **Canopy Bubble** and the Canopy Bubble together with the mounting frame and standard parts is called the **Canopy System**. The supplier needs to corroborate/improve the design of Canopy System, design and manufacture required tooling, prove manufacturing of canopy bubbles, qualify the bubbles as per Specification Document and deliver 6 Nos of Canopy Bubble along with other deliverables as stated in this document.

2.2 Applicable Specification Document

The Canopy System shall meet the technical specifications as stated in the below document.

2.2.1 Technical Specification for Stretched Acrylic Canopy System for AMCA (Enclosure 1)**2.3 Scope of Work**

Scope of Work of the supplier involves the following:

- 2.3.1 Procurement of all the required raw materials, their incoming inspection and documentation.
- 2.3.2 Design Assistance: Validate/improve, through analysis, the given design of the Canopy System against the requirements, work out windshield to canopy lamination scheme and provide design inputs such as the lamination scheme, edge attachments, pressure sealing system, bubble fastening details etc. for updating and finalising the design. ADA will modify the design of Canopy System based on supplier’s inputs and release the drawings for manufacturing.
- 2.3.3 Design, manufacture and prove the tooling required for manufacturing and testing of Canopy Bubble.
- 2.3.4 Preparation of Qualification & Acceptance Test Plan in consultation with ADA and Airworthiness Authorities of India for all the tests specified in the Specification Document. ADA will coordinate with the Airworthiness Authorities of India.
- 2.3.5 Prove the manufacturing process for the Canopy Bubble by meeting all the requirements stated in the Specification Document.
- 2.3.6 Manufacture and qualify (test set-up, testing and documentation of all qualification tests as per the Specification Document) at least one bubble as per the final design. Modification of manufacturing process, manufacturing of bubbles for testing and testing iterations shall be carried out by the supplier subject to test results.
- 2.3.7 Manufacture, carry out acceptance tests (test set-up, testing and documentation of all acceptance tests as per the Specification Document) and supply 6 numbers of Canopy Bubbles that are meeting the requirements.
- 2.3.8 Document maintenance and repair procedures for the canopy system.
- 2.3.9 Export licence package and related documentation.

2.4 Technical Terms

- 2.4.1 Only trained personnel familiar with the respective test methods shall carry out qualification and acceptance tests. Qualified optical inspectors shall have current eye appropriate natural or corrected vision (Snellen 20/30 or better).
- 2.4.2 Wherever testing is not covering full spectrum, supplier shall provide analytical/computational data to the satisfaction of Airworthiness Authorities of India.
- 2.4.3 Traveller Card/Route Card: A Traveller Card/Route Card shall accompany each canopy bubble and shall be used to record all materials, time/temperature controlled processes and test results. Each operation shall be documented as it is performed. Quality acceptance of each step/process/test shall be documented in the card by a qualified inspection stamp acceptance to verify the requirements are met. These Traveller cards shall be maintained on file for a minimum of 5 years from the date of supply of the bubbles.
- 2.4.5 All documents shall be in English language.
- 2.4.6 Supplier shall sign a Non-Disclosure Agreement/Confidentiality Agreement with ADA.
- 2.4.7 Items falling under Recurring and Non-Recurring Costs shall be clearly brought out in the commercial bid.
- 2.4.8 ADA will provide design data of the Canopy System in neutral digital format.

3. Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. Bidders are advised to submit compliance statement for the i) **Technical** and ii) **Techno-commercial parameters separately** in the following format along with the Techno-Commercial Bid:

Para of RFP specifications (item-wise)	Specifications of item offered	Compliance to RFP specifications – whether Yes / No	Remarks (In case of non-compliance, deviation from RFP to be Specified in unambiguous terms. In case of compliance,
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			catalogue/brochure reference, if available, to be indicated)

4. Vendors to upload the SOW in entirety and provide compliance without fail.

SUMMARY OF ADA's COMMERCIAL TERMS AND CONDITIONS

Sl. No.	Terms	Description	Confirmation of Bidders to ADA Terms	Remarks
1.	EMD Details	As per Clause 16 of Special Terms and Conditions.	Yes/No	
2.	Currency of payment	INR	Yes/No	
3.	Delivery Period (Including Acceptance)	As per Clause 5 of Details of Stores/Services Required.	Yes/No	
4.	Customs Duty	As per Clause 16 of Standard Terms and Conditions	Yes/No	
5.	Payment Terms	As per Clause 5 of Special Terms and Conditions)	Yes/No	
6.	GST percentage			
7.	Performance Security Bank Guarantee	5% of the order value (including taxes & duties) in the form of Bank Guarantee/Indemnity Bond valid till 60 days beyond the completion of all the contractual obligations including warranty should be submitted within 14 days of date of PO.	Yes/No	
8.	Inspection & Acceptance	At ADA, Bangalore	Yes/No	
9.	Liquidated Damages (LD)	As per Clause 10 of Standard Terms and Conditions		
10.	Warranty	As per Clause 8 of Special Terms and Conditions.	Yes/No	
11.	Ordering Information	(Indicate Name and Address of Firm on whom the Order is to be placed)		
12.	Validity of quote	90 Days	Yes/No	
13.	GeM Unique Seller ID (Mandatory)	As per GeM		
14.	Price Breakup in Percentage (Total 100% of Basic Cost)	% of Import Content	Import _ %	
		% of Indigenous Content including Services	Indigenous _ %	
15.	Price	Basic Cost excludes Custom Duty and IGST	Yes/No	
16.	MSE	Kindly indicate if Vendor is a MSE. if so, confirm whether Manufacturer/Trader/Service Provider. Copy of latest relevant MSE certificate to be enclosed	Mandatory	
17.	MII	Kindly indicate if the vendor is a MII Class I – Local content 50% and above MII Class II – Local Content 20 to	Mandatory	

		50% Non-Local – Local Content less than 20% OEM Declaration stating local content should be furnished.		
18.	HSN Code(s) for the Imported Items and percentage of Custom Duty + IGST percentage if any	Details Furnished	Yes/No	
19.	Contact Details	Contact Person: Phone No: Email Id:		

For Commercially-Off-The-Shelf (COTS) items, it is mandatory to enclose catalogue/technical brochure to support the claims of compliance.

5. **Delivery Period:** Delivery Period, for supply of items would be **26 months** from the date of placement of PO. Please note that the Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period with/ without LD clause will be at the sole discretion of the Buyer.

6. Consignee details:

- Name : Joint Director [MM]
- Address : Aeronautical Development Agency,
P.B.No.1718, Vimanapura Post,
Bangalore - 560017
- Contact details : 080 2508 7030

7. Technical Co-ordinator:

- Name : Shri. Krishna Bhat
- Contact details : 080-2508 7393/ 9945336316
- Email : bhat.ada@gov.in

TENDER ACCEPTANCE LETTER

(To be filled by Bidder and uploaded in Techno-Commercial Bid)

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.**RFP / Tender Reference No:** _____**Name of Tender/Supply/Work:** _____

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely:

as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which will form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations related to this tender too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We hereby undertake to respond to the "techno-commercial queries" (if any) which will be communicated by TCEC/ADA to our email id _____ or to our Fax No: _____ within the time limit set by TCEC without fail. I / We hereby agree that failure to respond for queries raised by TCEC within the set time limit will call for rejection of our bid/offer apart from I / We will be treated as "Default-Bidder".
6. I / We do hereby declare that our firm/company has not been blacklisted / debarred by any Govt. Department/Public Sector undertaking.
7. I / We hereby agree that the Terms & Conditions of SO / Contract will be followed without any deviation, in case SO / Contract is placed on us after due procurement process, failing which I / We will be treated as "Default-Bidder". I / We also aware that the detail of such Default-Bidder is being uploaded in the "Defaulter Vendor Data Base". Once the Bidder/Vendor becomes **three times** default, then such Bidder/Vendor will become **in-eligible** to receive any kind of tender enquiries for a period of **one (1)** year.
8. I / We certify that all information furnished by the our firm/company is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

Annexure to Order No.COM/IND/ ___ / ___ /2023-2024 dated _____

Format of Bank Guarantee for Performance Security

(To be issued by any Scheduled Commercial Bank on non-judicial stamp paper as applicable)

GUARANTEE No.....

Date:.....

To:

Aeronautical Development Agency
Min. of Defence, Govt. of India
P.B. No. 1718, Vimanapura post,
Bangalore – 560 017, India

Dear Sirs,

Sub: Your PO No. COM/IND/ ___ / ___ /2023-2024 dated _____

1. You have placed a PO vide Number as given above with
(hereinafter referred to as the Supplier) for the Supply of
(hereinafter referred to as Products) for the price and on the terms and conditions contained in the
said PO.

2. In accordance with the terms of the said PO, you have agreed on the Supplier furnishing
you with an acceptable Bank Guarantee for Rs..... (Rupees),
being ___% (.... percent) of the total PO Value (including taxes and duties) valid from the
effective date of the PO till completion of contract in fulfillment of the obligations under the said
PO. For this purpose, you have agreed to accept our guarantee.

3. In consideration thereof, we hereby at the request of the Supplier, expressly, irrevocably
and unconditionally undertake and guarantee to refund to you on demand and without demur and
without reference to the Supplier the said payment of Rs..... (Rupees
.....) on receipt of your intimation that the Supplier has not fulfilled the
conditions of the PO.

4. This guarantee shall not be revoked without your express consent and shall not be affected
by your granting any indulgence to the Supplier, which shall include but not be limited to
postponement from time to time of the exercise of any powers vested in you or any right which
you may have against the Supplier and to exercise the same in any manner at any time and either
to enforce or forbear to enforce any covenant contained or implied in the said PO or any other
course or remedy or security available to you, and our Bank shall not be released from its
obligations under this guarantee by your exercising any of your rights with reference to matters
aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or
commission on your part or any other indulgence shown by you or by any other matter or thing
whatsoever which under law would , but for this provision, have the effect of relieving our Bank
from its obligation under this guarantee.

5. We also agree that you shall be entitled to your option to enforce this guarantee against
our Bank as a principal debtor by a mere demand in writing from you which shall be conclusive
evidence to us that such repayment is due and payable to you under the terms of the said PO and
shall be binding on us notwithstanding any other security, or guarantee that you may have in
relation to the Supplier’s liabilities in respect of the premises. This guarantee shall not be affected
by any change in the constitution of our Bank or the Supplier or for any other reason whatsoever.

6. This bank guarantee shall expire, unless extended, on The bank will, however, honor claims submitted by you upto 60 working days after the expiry date.

7. Not withstanding anything herein contained, our liability under this guarantee is restricted to Rs..... (Rupees). This guarantee in original shall be returned to us duly discharged upon final expiry of the validity.

8. Payment by us to you will be made within 15 working days from receipt of your written request making reference to this guarantee and on demand.

Date:

Authorized Signatory
Seal of the Bank

MILESTONE COMPLETION AND ACCEPTANCE CERTIFICATE

Subject : _____
P.O. No. _____ **dated** _____
Milestone No. _____
Invoice No. _____

This is to certify that M/s have completed the task pertaining to Milestone No..... satisfactorily and have also submitted all relevant documents according to Scope of Work stipulated in subject PO and the result of Work submitted have been studied and accepted by Aeronautical Development Agency (ADA).

The Work was carried out completely and in accordance with the terms of the above-mentioned Contract, and fully conform to the Schedule / Technical Scope of Work (SOW) of the Contract.

For and on behalf of
Aeronautical Development Agency

Project Co-ordinator

Countersigned by

Project Director/Technology Director

EMD Bank Guarantee Format
[To be issued by Scheduled Commercial Bank]

Guarantee No.....
Date.....

To

M/s. Aeronautical Development Agency
Min. of Defence, Govt. of India
P.B. No.1718, Vimanapura Post
Bangalore – 560 017, India

Dear Sirs,

1. Whereas (hereinafter called the ‘Bidder’) has submitted their offer Ref.....dated..... for the supply of (hereinafter called the ‘Bid’) against the Buyer’s Request for proposal No.

2. KNOW ALL MEN by these presents that WE of having our registered office at are bound unto M/s. Aeronautical Development Agency, Min. of Defence, Govt. of India, P.B.No.1718, Vimanapura Post, Bangalore – 560 017 (hereinafter called the “Buyer”) in the sum of for which payment will and truly to be made to the said Buyer, the Bank binds itself, its successors and assigns by these presents.

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

4. The conditions of obligations are –

- (1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
 - a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept / execute the contract.

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

5. This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

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

Non-Disclosure Agreement

This Agreement is made effective this _____ (“Effective Date”)

Between

(i) _____ ; and

(i) _____ .

Both _____ and _____ are hereinafter referred to collectively as “the Parties” and individually referred to as a “Party”.

1. Definitions

1.1 For the purposes of this Agreement:

- (a) “Confidential Information” shall mean this Agreement and all information of a commercial, technical or financial nature which is directly or indirectly disclosed by the Disclosing Party (or a member of its Group or another person on behalf of the Disclosing Party as applicable) (whether before, on or after the date of this Agreement) Confidential Information includes, without limitation, any information relating to, or materials of whatever nature embodying, the Disclosing Party’s products, services, operations, plans or intentions, product information, protocols, intellectual property, data, know-how, secret formulae, processes, designs, photographs, drawings, specifications research and development, trade secrets, opportunities, business affairs, customer and clients, business plans, software code, listings, holdings, alliances, investments and transactions, regardless of form, format or media and whether communicated or obtained through meetings, documents, correspondence or inspection of a tangible item that is in each case either (i) by its very nature confidential; (ii) is marked as such; or (iii) it is reasonable to assume to be confidential from the context;
- (b) “Disclosing Party” means the Party disclosing Confidential information to the Receiving Party;
- (c) “Group” shall mean in relation to a Party, that Party, each and any subsidiary or holding company of that Party, and each and any subsidiary of such holding company;
- (d) “Purpose” means discussions and exchange of information related to [.....];
- (e) “Receiving Party” means the Party who receives Confidential Information from the Disclosing Party; and
- (f) “Representatives” shall mean employees, agents, contractors, directors and other professional advisers of the Receiving Party and the Receiving Party's Group.

2. Term and Termination

- 2.1 This Agreement shall continue in full force and effect for a period of one (1) year from the Effective Date unless earlier terminated by either Party upon the provision of thirty (30) days’ notice in writing to the other. Each Party hereby undertakes to keep confidential all of the other Party’s Confidential Information that it may acquire in any manner for a period of five (5) years after the termination or expiration of this Agreement.
- 2.2 At the expiration or in the event of early termination of this Agreement, or at any time on receipt of a written request from the Disclosing Party, the Receiving Party shall:

- (a) immediately discontinue all use of the Disclosing Party's Confidential Information disclosed under this Agreement;
 - (b) return forthwith all documents and/or other materials (whether in paper, electronic or other form) bearing or incorporating the said Confidential Information or any of it, or certify that same have been destroyed; and
 - (c) ensure that each of its Representatives who have been given access to the Confidential Information pursuant to the terms of this Agreement are aware that the continued use of same for the Purpose is no longer permitted.
- 2.3 The obligations in Clause 2.2(b) to return or destroy Confidential Information shall not apply to:
- (a) minutes or papers of any meeting of the Receiving Party's board of directors, or to those of a duly appointed committee of such a board; or
 - (b) the retention of Confidential Information by the Receiving Party and its Representatives to comply with applicable law, rule, regulation, professional record-keeping obligations, internal compliance procedure and internal document retention policies or any competent judicial, governmental, supervisory or regulatory body.

3. Undertakings and Acknowledgements

- 3.1 In consideration of each Party disclosing its Confidential Information to the other, each Party hereby undertakes to:
- (a) keep the Confidential Information strictly confidential, including, without limitation, taking the measures set out in Clause 5;
 - (b) use the other Party's Confidential Information exclusively for the Purpose;
 - (c) not disclose the other Party's Confidential Information to any person, and prevent any such disclosure, except as expressly permitted by the terms of this Agreement; and
 - (d) keep the fact of the existence of this Agreement, the circumstances surrounding its creation, and the transaction contemplated by it confidential and not disclose same in any way whatever, whether by way of public announcement, individually to any third party, or otherwise, without the prior written approval of the other Party.
- 3.2 Parties acknowledge and agree that:
- (a) nothing in this Agreement shall be construed as a waiver by either Party of its proprietary rights in any of the Confidential Information it discloses hereunder;
 - (b) no warranty is given by either Party that the Confidential Information supplied by it will be complete and accurate and fit for any particular purpose, including the Purpose;
 - (c) nothing in this Agreement shall be construed as a grant by one Party to the other of any form of licence to use any of the Confidential Information it discloses hereunder other than for the Purpose, or to deal in any way with any of the intellectual property rights therein; and
- 3.3 The Disclosing Party warrants that it has the right to disclose the Confidential Information to the Receiving Party and to authorise the Receiving Party to use the Confidential Information for the Purpose.

4. Exceptions

- 4.1 The restrictions on the Parties under Clause 3.1 shall not apply to Confidential Information that:
- (a) is or becomes generally available to the public through no act of default on the part of the Receiving Party or any of its Representatives; provided that, for the avoidance of doubt, disclosure to a governmental entity, domestic or foreign, shall not be considered to be "generally available to the public"; or

- (b) the Receiving Party can prove by documentary evidence produced to the Disclosing Party that the Confidential information was already in the Receiving Party's possession and at its free disposal before the disclosure made pursuant to this Agreement; or
 - (c) is independently developed by the Receiving Party; its officers, employees, agents or contractors, without reference to the Disclosing Party's Confidential Information; and/or
 - (d) is subsequently disclosed to the Receiving Party without any obligations of confidence by a third party who has not derived it directly or indirectly from either Party to this Agreement.
- 4.2 The Receiving Party may disclose Confidential Information that it is required to disclose by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of this disclosure as possible.

5. Confidentiality Measures:

- 5.1 In order to secure the confidentiality attaching to the Confidential Information, each Party shall:
- (a) subject to Clause 5.2, ensure that access to the other Party's Confidential Information is allowed exclusively to those of its Representatives who are under a written agreement (which may be as part of their employment or contract for work) to preserve as confidential any information and knowledge which is entrusted to their employer or, in the case of a contractor, their client;
 - (b) keep separate all of the other Party's Confidential Information and all information generated by it based thereon from all of its other documents and records;
 - (c) not make or retain any copies of the other Party's Confidential Information or create any documents or other material of whatever nature containing or reflecting any of the other Party's Confidential Information except as necessary for the Purpose;
 - (d) use the same security measures and degree of care to preserve and safeguard the other Party's Confidential Information as they use to preserve and safeguard their own Confidential Information and in any case no less than reasonable care; and
 - (e) comply with all other reasonable requirements imposed by the Disclosing Party in relation to the protection of its Confidential Information.
- 5.2 For the avoidance of doubt, each Party further acknowledges and agrees that it shall be wholly responsible for breaches of this Agreement arising from the acts and/or omissions of its respective Representatives.

6. General:

- 6.1 The Parties acknowledge and agree that the Confidential Information is of significant commercial value to the relevant owners and that any breach by one Party of the terms of this Agreement could cause irreparable damage to the other Party's business. Accordingly, without prejudice to any other rights or remedies available to either Party, whether at law or in equity, each Party acknowledges and agrees that damages alone may not be an adequate remedy for a breach of this Agreement and that each Party shall be entitled to seek the remedy of injunction in the event of any actual, threatened or anticipated breach by the other of any of the terms of this Agreement.
- 6.2 This Agreement is personal to the Parties and shall not be assigned or otherwise transferred, in whole or in part, by either Party without the prior written consent of the other.

- 6.3 Neither Party shall describe itself or hold itself out as an agent of the other and nothing in this Agreement shall be construed as creating the relationship of partnership or principal and agent between the Parties.
- 6.4 This Agreement constitutes the entire understanding and agreement between the Parties relating to the protection and use of Confidential Information disclosed hereunder and supersedes any and all prior agreements (whether written or oral) or understandings relating thereto. No Party shall be bound by any additional or other representation, condition or promise unless expressly agreed in writing and signed by a duly authorized representative of that Party.
- 6.5 All non-legal notices, approvals, consents and other communications required or permitted under this Agreement will be in writing and delivered by email with confirmation of delivery, by courier or reputable international delivery service with written verification of receipt, or by registered mail, return receipt requested, postage prepaid, and in each instance will be deemed given upon receipt. All such notices, approvals, consents and other communications will be addressed to the address set forth in this Agreement or to such other address as may be specified by either Party to the other in accordance with this Clause.
- 6.6 All legal notices under this Agreement will be in writing and delivered by courier or reputable international delivery service with written verification of receipt, or by registered mail, return receipt requested, postage prepaid, and in each instance will be deemed given upon receipt. All legal notices will be addressed to the address set forth in this Agreement or to such other address as may be specified in writing by either Party to the other from time to time
- 6.7 If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.
- 6.8 This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Transmission of the executed signature page of a counterpart to this Agreement by email or other electronic means shall take effect as delivery of an executed counterpart of this Agreement.
- 6.9 The construction, validity and performance of this Agreement and all matters arising from or connected with it shall be governed in all respects by Laws of Republic of India.
- 6.10 Save for any application for injunctive relief made by either Party pursuant to Clause 6 herein (which may be made in any court of competent jurisdiction), each Party irrevocably agrees that any dispute or claim of any kind whatever arising under, out of, or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts at Bangalore.
- 6.11 Any claims, differences or disputes under or in relation to this Agreement shall be resolved amicably by mutual discussion failing which the same shall be referred to the Sole Arbitrator appointed by consent of both the parties. Any claims, differences or disputes under or in relation to this Agreement will be referred to Arbitration in accordance with Arbitration and Conciliation Act 1996 and the venue of arbitration will be Bangalore. The language of the arbitration shall be English. The decision/award of such an arbitrator shall be binding on the parties hereto and enforceable in any court of competent jurisdiction.

Signed by a duly authorised representative of the Parties

Signature:

Signature:

Name:

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1.0 Introduction

Windshield – Canopy System is a translucent cover above the cockpit and provides visibility to pilots and protects the pilots and equipment from external elements including bird strikes. A stretched acrylic, laminated Windshield – Canopy bubble (Canopy Bubble or Bubble) meeting MIL-W-81752A and MIL-C-81590 specifications is planned for AMCA. The canopy bubble along with its mounting frame and standard parts is called the Canopy System. This document summarises the technical requirements of the Canopy System.

2.0 Configuration

The canopy bubble is made up of two cross sections i.e., a thinner canopy area ($7 \pm 0.7\text{mm}$ thick) running throughout the length of the bubble and a thicker windshield area where windshield is laminated onto the canopy (total thickness = $28 \pm 2\text{mm}$). The bubble is supported with an aluminium alloy arch at the interface of two cross sections. The canopy bubble is attached to an aluminium Canopy Frame Assembly using 5mm/6mm diameter Titanium bolts with a pitch of approximately 5D. The schematic of the canopy bubble is shown in Fig. 1. The typical assembly of the bubble with the frame is shown in Fig. 2.

3.0 Requirements

- 3.1 The bubble shall meet the requirements of MIL-W-81752A and MIL-C-81590 unless otherwise specified.
- 3.2 Material: The preferred bubble material is stretched acrylic conforming to MIL-PRF-25690 unless otherwise specified. Laminating adhesive and other materials shall be decided along with the Supplier after due considerations to weight, all the requirements, service life and maintainability. Material shall be certified by the Govt. Certifying Agency of the country of origin.
- 3.3 Life: Material used shall have a service life of 5 years or 3000 operating hours of the aircraft whichever occurs first.
- 3.4 Pressurisation and Aerodynamic Loads: The bubble and the canopy frame assembly shall withstand internal pressurisation and external aerodynamic loads of 8.86 psi (limit load) at 90°C .
- 3.5 Bird Impact Resistance: Windscreen – Canopy bubble shall withstand an impact of 4 lb bird at 850 kmph as per ASTM F 330 or equivalent, with less than 50% impairment of forward vision and without injury to the pilot. No penetration of bubble shall result. Supplier feedback can be sought for design improvements of bubble and frame.

Deflection of the bubble shall not exceed the below mentioned values:
In X direction = 15 mm, in Y direction = 17 mm, in Z direction = 2 mm.

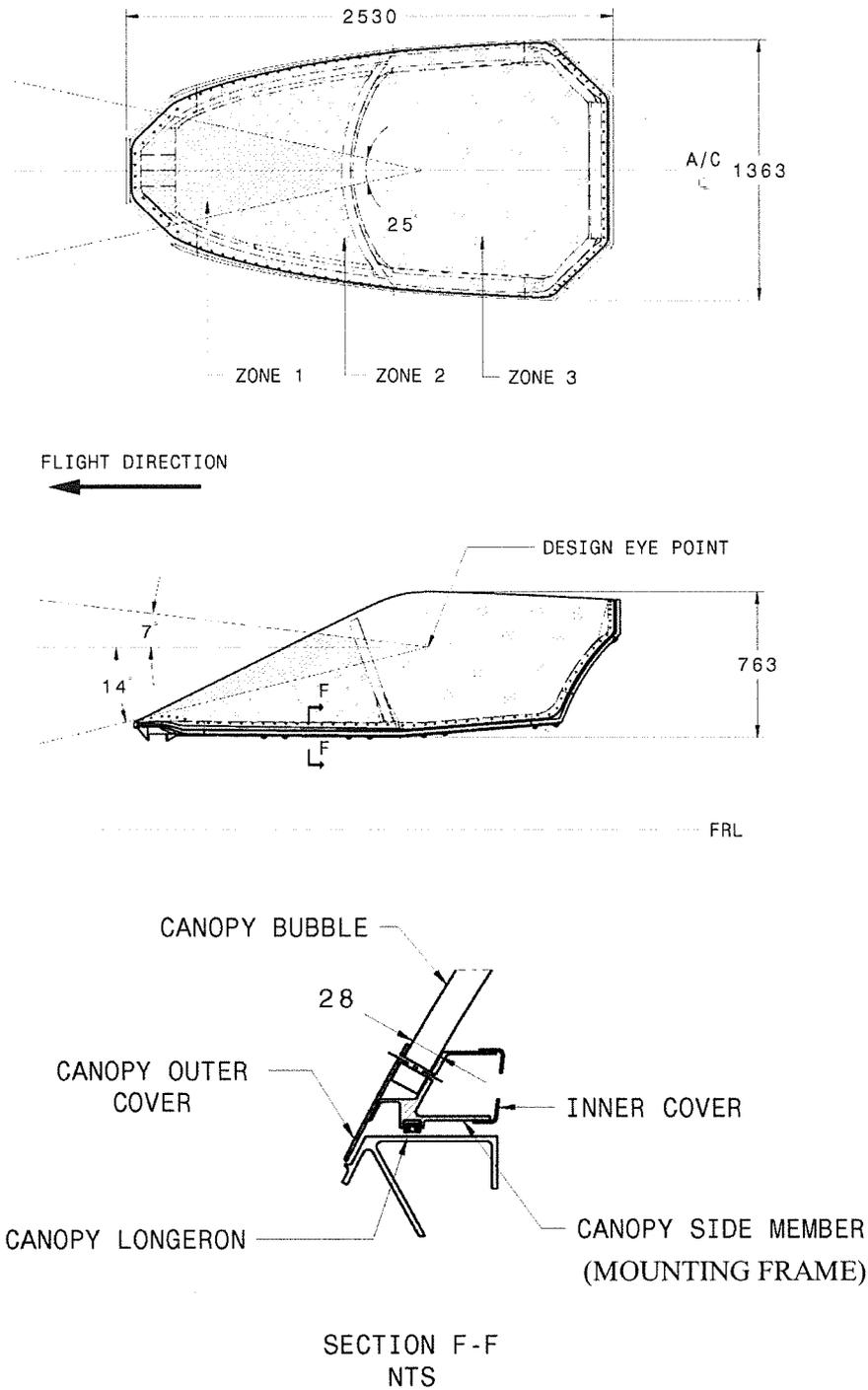


Figure 2. Bubble assembled on to the frame

- 3.6 Temperature Limits: The bubble shall withstand a temperature variation of -54°C to $+90^{\circ}\text{C}$. A provision shall be made in the bubble and the frame attachment area to handle this temperature variation. The provision shall be validated through computer simulation and/or suitable tests.

3.7 Geometry:

- 3.7.1 Outer contour of bubble shall be maintained as per Numerical Master Geometry supplied by ADA.
- 3.7.2 Bubble thickness shall be 28 ± 2 mm in windshield area and 7 ± 0.7 mm in canopy area.

3.8 Optical and Visual Requirements:

- 3.8.1 The defined Design Eye Point shall be used to measure these requirements.
- 3.8.2 Luminous transmittance (Light Transmission): Luminous transmittance shall not be less than 85% when measured at normal angles of incidence to the surface (as per ASTM D 1003)
- 3.8.3 Haze: Haze shall not exceed 4% when measured at normal angles of incidence to the surface (as per ASTM-D 1003)
- 3.8.4 Angular Deviation: Angular deviation when measured from Design Eye Point in the installed position of the bubble shall not exceed 10 min of arc at any measured position in the Super Critical Area/Zone 1 (as per ASTM F2469 or equivalent)
- 3.8.5 Optical Distortion: The maximum grid line slope for the transparency shall be 1:12 in super critical area (Zone 1) and 1:9 in critical area (Zones 2 & 3) when the grid is photographed from Design Eye Point through the transparency in the installed position as per ASTM F2156 or equivalent.
- 3.8.6 Multiple Images:
 - 3.8.6.1 Multiple images shall not be present or detectable by Visual or Photographic Examination when examined from Design Eye Point.
 - 3.8.6.2 A secondary image that moves across the primary image as the head is moved around the design eye position is unacceptable.
- 3.8.7 Binocular Vision:
 - 3.8.7.1 Binocular Disparity shall not exceed 10 minutes of arc in the horizontal plane or 2 minutes in the vertical plane (as per ASTM F1181 or equivalent)
 - 3.8.7.2 Object Magnification: An increase in the object's size as seen by one eye minus the decrease in object's size as seen by the other eye shall be less than 2% (as per ASTM F1181 or equivalent)
- 3.8.8 Visual Performance:
 - 3.8.8.1 Distortion of Gridlines: The transparency shall be inspected visually. There shall be no immediate apparent bending, blurring,

divergence, convergence or broken gridlines. The total transparency including the border areas shall be free of bull's eye type distortion, which causes a distraction to vision.

3.8.8.2 Optical Defects: Surface defects such as scratches, rubs, smears, surface crazing and internal defects such as embedded particles, bubbles, craters, gel spots, orange peel are not allowed.

3.8.9 Night Vision Goggle Compatibility: The average of three readings in Zone 1, of average luminous transmittance, over the range 600 to 900 nm inclusive; shall not be less than 55% (as per ASTM F 1863 or equivalent).

3.8.10 Colour: Yellowness index shall not be greater than 8.6 average for any sample at nominal 0.25" thickness.

3.8.11 Environmental Protection:

3.8.11.1 Chemical Resistance - Solvent Stress Craze: No crazing or cracking Perform Solvent Stress Craze Test as per ASTM F 791 (30 minutes exposure at 2,000psi)

3.8.11.2 Chemical Resistance - Salt Fog: Shall exhibit no degradation in Luminous transmittance and Haze and no sign of corrosion or any degradation of the surface that cannot be corrected by light polishing after carrying out salt fog exposure as per MIL-STD-810 or equivalent.

3.8.11.3 Biological Resistance – Fungus: Test specimens shall not support growth of fungus when salt fog exposure as per MIL-STD-810 or equivalent was carried out.

3.8.12 Sand Abrasion Resistance: Haze shall not exceed 45% at 600 strokes for any test specimen when performed the sand abrasion testing as per ASTM F 735 or equivalent.

3.9 Interchangeability

Bubble shall be designed to have interchangeable fit in accordance with MIL-I-8500 to permit replacement with minimum damage during installation of the new part. Removal and re-installation shall be possible without affecting the entire system.

3.10 Tolerances: The windshield canopy transparency manufacturing processes tolerance should be as follows:

Edge trim:	±0.004" (±1 mm)
Contour (at EOP):	±0.006" (±1.52 mm)
Contour (at Apex):	-1.0/+3.5 mm

3.11 Rain Repellent Coating: Supplier to suggest suitable Rain Repellent Coating for the canopy system along with application procedure.

3.12 Sealing: The system shall have a sealing scheme to meet the pressurisation requirements. Adequacy of the scheme shall be corroborated by the supplier.

4.0 Testing

4.1 Qualification Testing

A tentative list of Qualification Tests is enclosed as Annexure A. All the tests shall be carried out as per Qualification Test Plan coordinated by the Airworthiness Authorities of India.

4.2 Acceptance Testing

A tentative list of Acceptance Tests is enclosed as Annexure B. All the tests shall be carried out as per Acceptance Test Plan coordinated by the Airworthiness Authorities of India.

4.3 Test Report

Detailed Test Reports shall be prepared and submitted to Airworthiness Authorities of India for their concurrence. Wherever testing is not fully covered, the necessary analysis/computational data shall be made available to the Airworthiness Authorities based on which the clearance can be sought.

Annexure A - Qualification Tests

Bubble(s) or representative coupon(s) shall be tested for each of the criteria as given in Table 1 and shall be considered qualified upon completion and meeting the requirements of the following tests as detailed in this document.

Table 1. Tentative list of Qualification Tests

Sl. No.	Category	Test Description	Test Method	Test Article
1	Optical	Luminous transmittance (Light Transmission)	ASTM D 1003	Coupon cut from the bubble
		Haze	ASTM D 1003	Coupon cut from the bubble
		Angular Deviation	ASTM F2469 or equivalent	Bubble
		Optical Distortion	ASTM F2156 or equivalent	Bubble
		Multiple Images	Visual/Photographic	Bubble
		Binocular Vision	ASTM F1181	Bubble
		Visual Performance	Visual/Photographic	Bubble
		Night Vision Goggle Compatibility	ASTM F 1863 or equivalent	Coupon cut from the bubble
		Colour	ASTM D1925	
2	Physical / Mechanical	Tensile Stress and Strain	ASTM D 638	Coupon
		Heat Deflection Temperature	ASTM D 648	Coupon
		Solvent Stress Craze	ASTM F 791	Coupon cut from the bubble
		Salt Fog	MIL-STD-810	Coupon cut from the bubble
		Fungus	MIL-STD-810	Coupon cut from the bubble
		Sand Abrasion Resistance	ASTM F 735 or equivalent	Similarity & Coupon
		Temperature Resistance	ASTM D 638	Coupon subjected to ambient, elevated & low temperatures
		Bird Impact Resistance	ASTM F 330	Bubble
		Solar Radiation (Sunshine)	MIL-STD-810	Coupon
		Rain Erosion	MIL-STD-810	Coupon
3	Interchangeability	Contour Check	In-house Standard	Bubble
		Hole Position	In-house Standard	Bubble
		Edge Profile Check	In-house Standard	Bubble
		OML Check	CMM	Bubble
		Thickness Check	Micrometre and/or Ultrasonic micrometre	Bubble

Annexure B - Acceptance Tests

Bubble(s) or representative coupon(s) shall be tested for each of the criteria as given in Table 2 and shall be considered accepted upon completion and meeting the requirements of the following tests as detailed in this document.

Table 2. Tentative list of Acceptance Tests

Sl. No.	Category	Test Description	Test Method	Test Article
1	Optical	Luminous transmittance (Light Transmission)	ASTM D 1003	Coupon cut from the bubble
		Haze	ASTM D 1003	Coupon cut from the bubble
		Angular Deviation	ASTM F2469 or equivalent	Bubble
		Optical Distortion	ASTM F2156 or equivalent	Bubble
		Multiple Images	Visual/Photographic	Bubble
		Binocular Vision	ASTM F1181	Bubble
		Visual Performance	Visual/Photographic	Bubble
		Night Vision Goggle Compatibility	ASTM F 1863 or equivalent	Coupon cut from the bubble
		Colour	ASTM D1925	
2	Interchangeability	Contour Check	In-house Standard	Bubble
		Hole Position	In-house Standard	Bubble
		Edge Profile Check	In-house Standard	Bubble
		OML Check	CMM	Bubble
		Thickness Check	Micrometre and/or Ultrasonic micrometre	Bubble

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