

Date: 16/10/2024

Manufacturing, assembly and installation of mockup cockpit shells (Type 1 & 2)**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.
- 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 /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 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/Indemnity Bond:

- 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:

- a) 15% of total value of the order shall be paid as advance against Advance Bank Guarantee for 110% of advance amount valid upto delivery & acceptance + 2 months grace period.
- b) 35% of the order value + GST shall be paid after Delivery and Acceptance of First 2 cockpit shells duly certified by the Project Coordinator and approved by TD.
- c) 50% of the order value + GST shall be paid after Delivery and Acceptance of last 2 cockpit shells and after executing the work order duly certified by the Project Coordinator and approved by TD

5. 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.

6. Terms of Delivery

The delivery of goods shall be FOR ADA, Bangalore basis.

7. 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.
In cases of procurement of Software, Seller shall issue/provide upgrades and/or updates released & latest version of all tools free of cost during the warranty period.

8. 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 TCBC (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.**

9. 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.

10. 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.
- 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) Self certification from the seller that the GST received under the contract would be deposited to the concerned taxation authority
- f) Any other document / certificate that may be provided for in the SOW/Contract.

11. 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."

12. 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.

13. 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.

14. Risk and Expense Purchase: In case the vendor fails to honor the contractual obligations within the stipulated delivery period and as amended, Buyer may procure the said contracted goods/services through a fresh Service Order/contract and the defaulting vendor has to bear the excess cost incurred, if any.

15. 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. 4,40,000/- [Rupees Four 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 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

16. 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.
- Part Number :
 - Nomenclature :
 - Contract annex number :
 - Annex serial number :
 - 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. _____
- Gross/net weight _____
 - Overall dimensions/volume _____
 - 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.
- h) Any other special specific packing requirement to be specified clearly depending upon nature of the stores.

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.

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.
The bidder shall submit financial standing through copies of Annual Report (Balance Sheet and Profit & Loss Account) of last 03 years.
ADA reserves the right to accept or reject any or all offers in part or in full without assigning any reasons.

17. Acceptance Criteria:

1. Acceptance of parts and assemblies by ADA after validating the dimensions against CAD/drawing dimensions, tolerances and/or against Acceptance Plan, raw material certificates and standard parts certificates
2. Successful delivery, assembly and installation of all the cockpit shells
3. Delivery of other deliverables

18. Inspection Authority: PS&P Directorate, ADA

19. Intellectual Property Rights (IPR):

IPR of the design/data/deliverables of the project rests with ADA.

Details of Stores/Services Required**1. List of Deliverables:**

Sl. No	Unit Nomenclature	Qty
1	Manufacturing, assembly and installation of mockup cockpit shell as per dwg no. 12A-9B-0100-000-000 (Type 1)	3 Nos
2	Manufacturing, assembly and installation of mockup cockpit shell as per dwg no. 12A-9B-0200-000-000 (Type 2)	1 Nos

1. Cockpit Shell (Type 1)(equipped with dummy seat and all consoles), Qty.: 03 nos.
2. Cockpit Shell (Type 2)(equipped with dummy seat and all consoles), Qty.: 01 no.
3. Toolings manufactured for this work, if any, including the CAD models/drawings
4. One set of inspection reports coordinated by ADA
5. Installation of 04 shells at locations identified by ADA

2. SCOPE OF WORK

The two types of mockup cockpit shells as per the given CAD Models/drawing nos. and Standard of Preparation/Drawing Applicability Lists need to be manufactured, assembled and installed at ADA.

Type 1 Cockpit Shell, Qty. 3 nos. as per CAD Model Assembly 12A-9B-0100-000-000

Type 2 Cockpit Shell, Qty. 1 no. as per CAD Model Assembly 12A-9B-0200-000-000

Structures of the shells are subset of the reference drawing 12A-9B-0000-000-000 as given in the Tables 1 & 2 (Standard of Preparation & Drawing Applicability Lists). LH & RH Consoles, Centre Console, LH& RH Quarter Panels, MIP, dummy seat and other sub-assemblies shall be manufactured and assembled inside the cockpit shells as per CAD models. These shells along with sub-assemblies, consoles etc. are depicted in the Figures 1 - 6. Subsequently, a few LRUs provided by ADA shall be installed in the shells. The 3D CAD models of the shells and available drawings will be shared only with the vendor on whom the order is placed. However, the participating vendors may visit ADA to visualise the CAD models/drawings at mutually agreed times before submitting their bids.

The scope of work of the vendor is as follows:

- i) Procurement of all the raw materials, standard parts and consumables. Commercial grade aluminium/steel materials and ISO grade 10.9 or better standard parts shall be used along with proper certification.

- ii) Assembly planning: Jigless assembly concept shall be employed to the maximum extent possible while achieving the required accuracy/tolerance of the assemblies. Reference points, pilot holes, guide pins, ICY points which may be necessary to assemble/locate all the modules, consoles, panels, brackets etc. shall be taken care during part manufacturing. However, the scope of designing and manufacturing the essential tooling rests with the vendor. Scribing of Aircraft Centre Line, FRL etc. shall be done on the parts at appropriate stage. OTP points and reference pads/surfaces shall be provided after finalising their locations in consultation with ADA.
- iii) Provision for repositioning of below LRUs shall be made to facilitate fine-tuning their locations during evaluation:
 - a. Control stick movement in X, Y, Z direction and rotation about Z axis
 - b. TQA in X, Y, Z directions
 - c. Rudder pedal in X direction
 - d. HUD in angular direction (± 10 deg.) & along xSchemes for the above shall be worked out and incorporated by the vendor.
- iv) Manufacturing the parts and assembling the cockpit shells with the acceptable tolerances. Applicable tolerances for individual components and assemblies are enclosed as Annexure A.
- i) Manufacturing of all cockpit consoles including LH Console Assembly, RH Console Assembly, Centre Console Assembly, LH & RH Quarter Panels, MIP, LAD Frame, LAD Frame support brackets, HUD mounting brackets, dummy seats as per CAD Models and 3D PDFs provided by ADA. Most of these are assembled with the help of brackets/angles and fasteners. Drawing applicability list of these assemblies are given in Table 1.
- ii) Preparation of Acceptance Test Plan (ATP) in consultation with ADA, inspection of all the parts and assemblies as per ATP and preparation of inspection reports. All inspection documents and shall be offered to ADA Team for verification.
- iii) Rework/re-manufacturing of parts and assemblies subject to rejection of parts
- iv) Trial assembly of cockpit shells, installation of all the consoles, rear arch, glare shield etc.
- v) Surface finishing operations for all components (e.g., anodisation for Al alloys)
- vi) Finish and painting: Primer BS 2X:33 and Paint BS 2X:34 shall be applied after final acceptance
- vii) After the acceptance of the cockpit assembly by ADA team at vendors site, Vendor shall transport the assemblies to ADA in well packed condition and install cockpit shell assemblies at different locations (within Bengaluru) identified by ADA. Install LRUs provided by ADA such as TQA, rudder pedal assembly, pilot grip etc. within the cockpit shells if provided during the installation of the shell

Delivery Schedule: Total of nine months from the date of acceptance of Purchase Order by the vendor subject to the following:

Sl. No.	Activity	Q1	Q2	Q3
1	Installation of Cockpit Shell Type 2, Qty 1			
2	Installation of Cockpit Shell Type 1, Qty 1			
3	Installation of Cockpit Shell Type 1, Qty 1			
4	Installation of Cockpit Shell Type 1, Qty 1			

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, 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 15 of Special Terms and Conditions.	Yes/No	
2.	Currency of payment	INR	Yes/No	
3.	Delivery Period (Including Acceptance)	As per Clause 6 of Details of Stores/Services Required.	Yes/No	
4.	Payment Terms	As per Clause 4 of Special Terms and Conditions)	Yes/No	
5.	GST percentage	18%	Yes/No	
6.	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	
7.	Inspection &	PS&P Directorate ADA	Yes/No	

Acceptance				
8.	Liquidated Damages (LD)	As per Clause 10 of Standard Terms and Conditions	Yes/No	
9.	Ordering Information	(Indicate Name and Address of Firm on whom the Order is to be placed)	Mandatory	
10.	Validity of quote	90 Days	Yes/No	
11.	GeM Unique Seller ID (Mandatory)	As per GeM	Mandatory	
12.	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	
13.	MII	Kindly indicate if the vendor is a MII Class I – Local content 50% and above MII Class II – Local Content 20 to 50% Non-Local – Local Content less than 20% OEM Declaration stating local content should be furnished.	Mandatory	
14.	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. Other Terms and Conditions:

1. Minor design changes, if any, shall be absorbed by the vendor without financial implications
2. Inspection of critical dimensions of components and assemblies shall be carried out against the tolerances given in Annexure B and against the CAD models/drawings.
3. Intellectual Property Rights of the design data/deliverables of the project rests with ADA.
4. IT Security Measures to be followed while sharing data with other organisations
 - a. The system on which the ADA data is stored shall be kept in a secured place, where there is no unauthorised access. These machines should not get connected to Internet and air-gap should be maintained.
 - b. Sharing of information with third parties can be done on need basis, after entering into a non-disclosure agreement (NDA) between ADA, Vendor and the Third Party(s).

6. Delivery Period: Expected Delivery Period (including delivery, installation and acceptance, would 9 months from the effective date of the contract. 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.

7. Vendor Qualification Criteria: Experience in manufacturing similar cockpit shell or 3 years experience in precision sheet metal, machined parts manufacturing and assembly of those parts using jigs or jigless assembly.

8. Consignee details:

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

9. Technical Co-ordinator:

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

TENDER ACCEPTANCE LETTER**Annexure -A**

(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/___/___/2024-2025 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/___/___/2024-2025 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 not withstanding 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

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 a 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 th 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 authorize 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 authorized representative of the Parties

Signature:
Name:
Title:
Date:

Signature:
Name:
Title:
Date:

Table 1

STANDARD OF PREPERATION & DRAWING APPLICABILITY LIST FOR COCKPIT SHELL TYPE 1

Drawing No.: 12A-9B-0100-000-000		Reference Drawing No.: 12A-9B-0000-000-000	
Drawing Name: COCKPIT SHELL TYPE 1			
Bill of Material			
Item No.	Drawing Number	Name	Remarks
1	12A-9B-2000-000-000	BASE MODULE ASSEMBLY	LM GUIDE RAIL NOT REQUIRED
2	12A-9B-400A-000-000	EQUIPMENT BAY ASSEMBLY	This assembly is similar to 12A-9B-4000-000-000 but with the following deviations 1. Up to Sta #16 (X=3705) 2. Bulkhead Support Assembly (12A-1B-4030-000-000) - REQUIRED 3. Bottom Frame Assembly (12A-1B-4010-000-000) length reduced support structure upto STA#16 (X=3705) 4. LM GUIDE TOP - NOT REQUIRED
3	12A-9B-5000-000-000	SIDE SKIN LH ASSEMBLY	
4	12A-9B-6000-000-000	SIDE SKIN RH ASSEMBLY	
5	12L-1F-1010-003-0AA	REAR ARCH - WINDSCREEN	As per CAD Models (3D PDF & STEP Format given by ADA)
6	M10 X 30	SOCKET HEAD CAP SCREW	
7	M10	HEX NUT	
8	M6 X 20	CSK SOCKET HEAD SCREW	
9	----	ALL COCKPIT CONSOLES (RH, LH & CENTRE, LH & RH QUARTER PANELS AND MIP)	As per CAD Models (3D PDFs & STEP Format given by ADA)
10	-----	Dummy Seat	As per CAD Models (STEP Format given by ADA)

Remarks:

1. Fixed Bolt and Nut Assembly of Modules - as per drawing

Table 2

STANDARD OF PREPERATION & DRAWING APPLICABILITY LIST FOR COCKPIT SHELL TYPE 2

Drawing No.: 12A-9B-0200-000-000		Reference Drawing No.: 12A-9B-0000-000-000	
Drawing Name: COCKPIT SHELL TYPE 2			
Bill of Material			
Item No.	Drawing Number	Name	Remarks
1	12A-9B-2000-000-000	BASE MODULE ASSEMBLY	LM GUIDE RAIL - NOT REQUIRED
2	12A-9B-3000-000-000	RADAR BAY ASSEMBLY	
3	12A-9B-4000-000-000	EQUIPMENT BAY ASSEMBLY	
4	12A-9B-5000-000-000	SIDE SKIN LH ASSEMBLY	
5	12A-9B-6000-000-000	SIDE SKIN RH ASSEMBLY	
6	12L-1F-1010-003-0AA	REAR ARCH - WINDSCREEN	As per CAD Models (3D PDF & STEP Format given by ADA)
7	M10 X 30	SOCKET HEAD CAP SCREW	
8	M10	HEX NUT	
9	M6 X 20	CSK SOCKET HEAD SCREW	
9	----	ALL COCKPIT CONSOLES (RH, LH & CENTRE, LH & RH QUARTER PANELS AND MIP)	As per CAD Models (3D PDFs & STEP Format given by ADA)
10	-----	Pilot Seat	As per CAD Models (STEP Format given by ADA)
11	----	Glareshield	Alternate assembly provision shall be made in the absence of FORWARD ARCH - WINDSCREEN

Remarks:

1. Guide Rail Assembly and LM GUIDE (Top) & LM GUIDE (Bottom) on each module - **Not Required**
2. Fixed Bolt and Nut Assembly of Modules - **as per drawing**

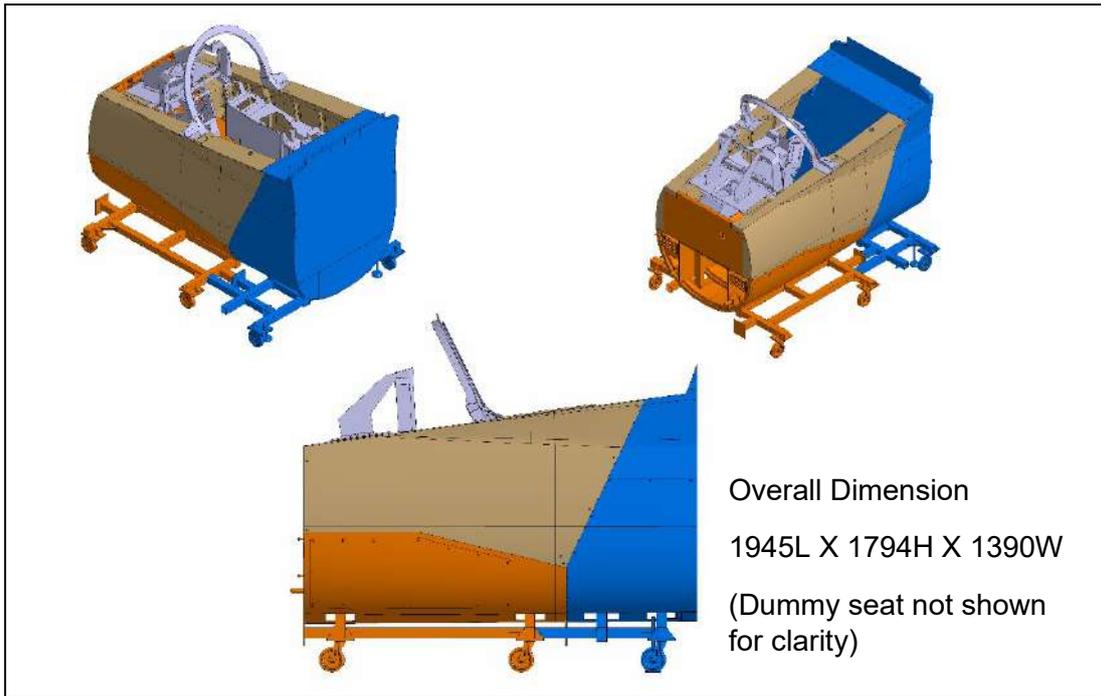


Figure 1. Cockpit Shell - Type 1

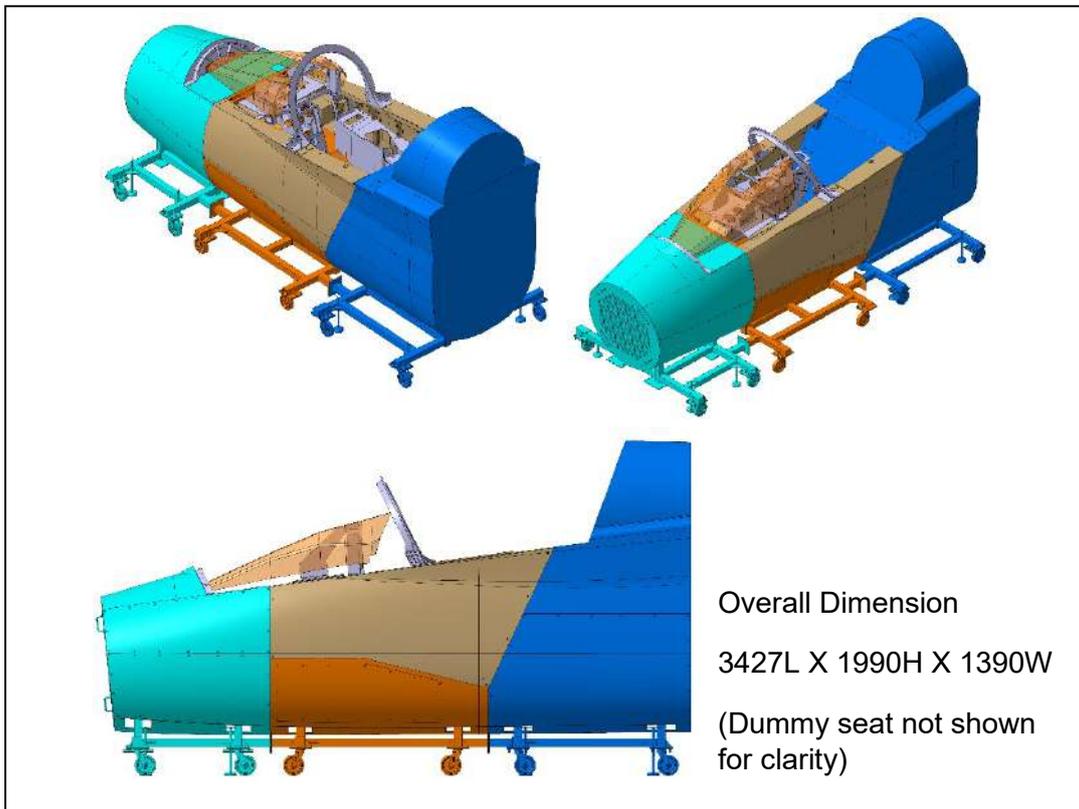


Figure 2. Cockpit Shell - Type 2

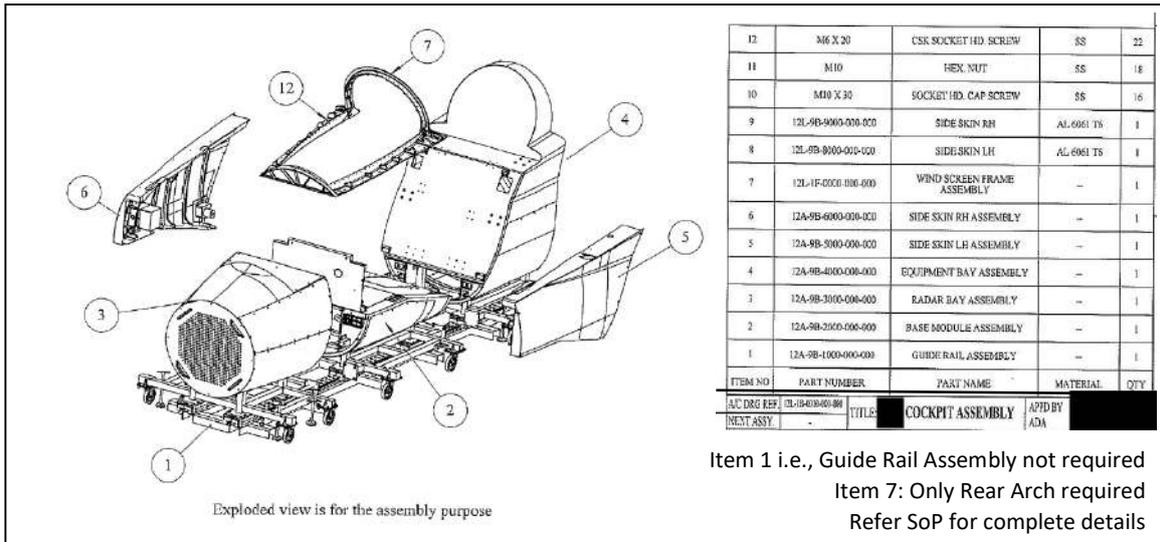


Figure 3. Exploded view for assembly planning purpose

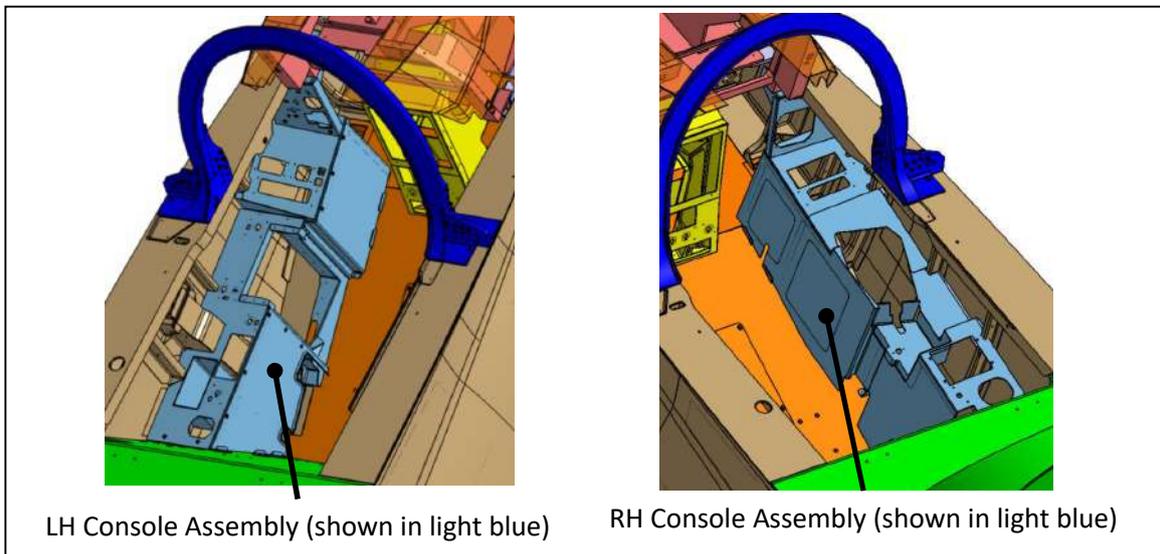


Figure 4. Final assembly of LH & RH Consoles inside the shells

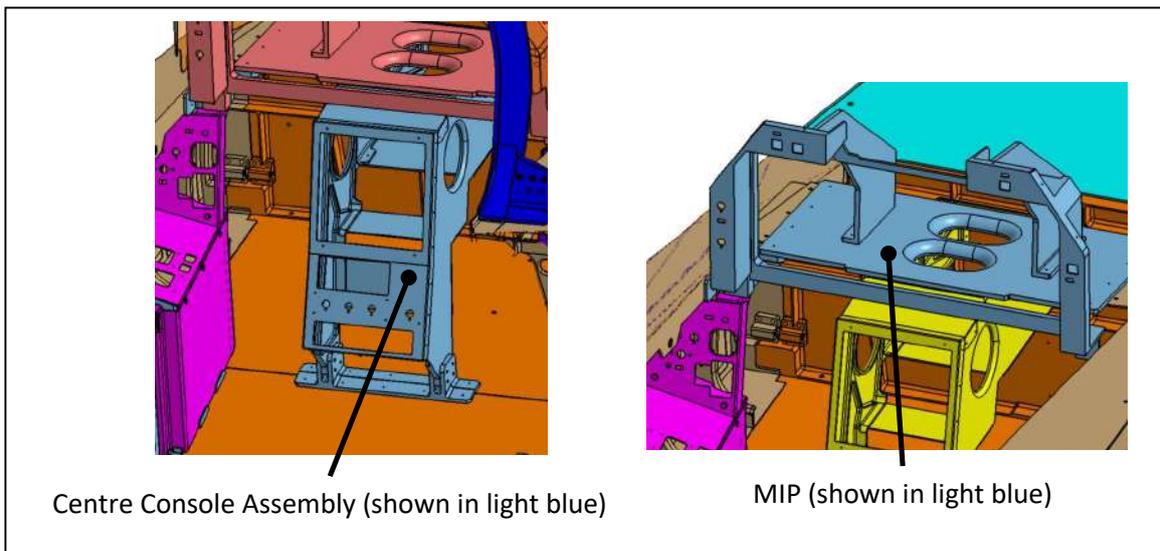


Figure 5. Final assembly of Centre Console and MIP inside the shells

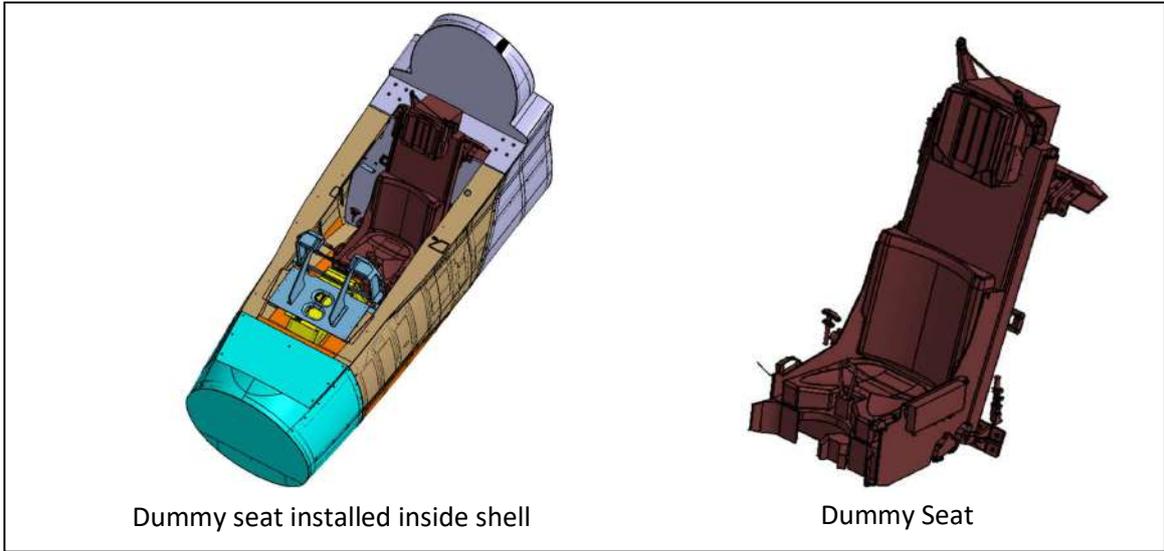


Figure 6. Dummy seat and its installation

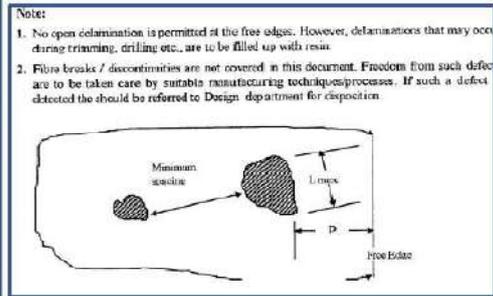
Table 3. Drawing Applicability List for consoles, MIP etc. per shell

SI. No.	MAIN ASSY	PART	QTY
1	INSTALLATION OF L.H CONSOLE	FWD PANEL-LH CONSOLE	1
		SIDE COVER-FWD	1
		SIDE COVER-REAR	1
		ANGLE BRACKET	1
		AFT PANEL (LH CONSOLE)	1
2	INSTALLATION OF R.H CONSOLE	ANGLE-1	1
		ANGLE-2	1
		TOP COVER BRACKET - R.H CONSOLE	1
		SIDE COVER - AFT (RH CONSOLE)	1
		CONSOLE AFT SUPPORT BRACKET	1
		RH CONSOLE FRONT BRACKET	1
		RH CONSOLE AFT BRACKET	1
		RH CONSOLE REAR BRACKET	1
		PARKING BRAKE SUPPORT BRACKET	1
		RH FWD SIDE COVER	1
SPACER-1	1		
3	MIP ASSY	MIP	1
		CENTRE PLATE	1
		MIP TOP SUPPORT BRACKET-LH	1
		MIP TOP SUPPORT BRACKET-RH	1
4	INSTALLATION OF CENTER CONSOLE	MIP SUPPORT ANGLE	1
		SPACER	2
		LUG SUPPORT	1
		CENTRE CONSOLE SIDE BRACKET-LH	1
		CENTRE CONSOLE SIDE BRACKET-RH	1
		CENTRE CONSOLE BOTTOM PLATE-1	1
		CENTRE CONSOLE AFT PLATE	1
		CENTRE CONSOLE BOTTOM PLATE-2	1
		CENTRE CONSOLE MIDDLE PLATE	1
		CENTRE CONSOLE BRACKET	1
		TOP COVER BRACKET	1
5	INSTALLATION OF LH QUARTER PANEL	BRACKET LH QTR. PANEL	1
		LH QUARTER PANEL-SUPPORT BRACKET	1
		ANGLE-2	1
6	INSTALATION OF RH QUARTER PANEL	RH QUARTER PANEL	1
		TOP ANGLE	1
		ANGLE	1
7	SYSTEM BRACKETS	GUIDE	3
		ANGLE	1
8	SYSTEM BRACKETS ON SIDE SKIN - LH MODULE	ANGLE-LH	1
		ANGLE-1	1
		SUPPORT BRACKET	1
		BRACKET LH CONSOLE-1	1
		BRACKET LH CONSOLE-2	1
		BRACKET	1
9	SYSTEM BRACKETS ON BASE STRUCTURE MODULE	SIDE BRACKET-LH	1
		GUIDE	2
		GUIDE-2	1
		MOUNTING BRACKET-1	1
		MOUNTING BRACKET-2	1
		MOUNTING BRACKET	1
		ANGLE	1
ANGLE-2	1		
10	SYSTEM BRACKETS ON SIDE SKIN - RH MODULE	ANGLE-RH	1
		MOUNTING BRACKET	1
		RH CONSOLE FRONT BRACKET	1
		SIDE BRACKET-RH	1
11	SYSTEM BRACKETS ON EQUIPMENT BAY MODULE	GUIDE	3
		ANGLE	1
12	GLARESHIELD	Brackets as required	1

Applicable Tolerances for Individual Component and Assembly

Composites Part Tolerance

Descriptions	Unit	Quality Grade			
		A	B	C	D
Maximum area of defect allowable 'a max'	mm ²	25	100	225	400
Maximum length of the defect 'L max'	mm	8	15	22	30
Minimum significant defect size 'S'	mm	3	4	5	6
Minimum spacing of defects 'D'	mm	6 x Lmax	5x Lmax	4 x Lmax	3.5x Lmax
Maximum cumulative defective area in any 200 mm diameter circle 'Σa'	mm ²	220	625	1160	1570
Maximum cumulative area of defects allowable in a 200 mm running length applicable to long narrow components. 'Σa %'	%	2	4	6	10
Proximity of boundary of delamination to free edge and fastener holes. 'P'	mm	10	8	8	8



Quality Grade C - Applies to an area which is 50 mm from the fastener centre line In CFC Parts

Quality Grade D - For area > 50 mm from Fastener Centre line

Metallic Part tolerances

Please refer the below table for acceptable deviations for linear dimensions for machined parts.

Deviations for linear dimensions
All dimensions in millimetres
Range of Nominal Dimensions

Above	0.5	3	6	30	120	315	1000	2000	4000	8000
Up to and including	3	6	30	120	315	1000	2000	4000	8000	12000
Tolerance	±0.1	±0.1	±0.2	±0.3	±0.5	±0.8	±1.2	±2	±3	±4

Please refer the below table for acceptable deviations for linear dimensions for sheet metal parts.

Deviations for linear dimensions except for broken edges
All dimensions in millimeters
Range of Nominal Dimensions

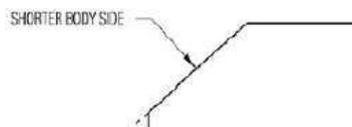
Above	-	6	30	120	315	1000	2000	4000	8000
Up to and including	6	30	120	315	1000	2000	4000	8000	12000
Tolerance	±0.2	±0.3	±0.5	±0.8	±1.2	±2	±3	±4	±5

General Assembly Tolerances

Q:

1. Angular tolerance chart.

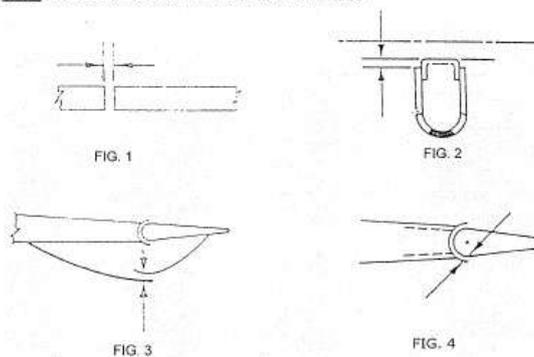
For angular dimensions:



Tabel-1 Permissible deviation for ranges of lengths of shorter body side of the angle concerned					
All dimensions in millimeters					
Range of nominal dimensions					
Above	-	10	50	120	400
Up to and including	10	50	120	400	-
Tolerance	±1°.30'	±50'	±25'	±15'	±10'

6. SKIN SMOOTHNESS

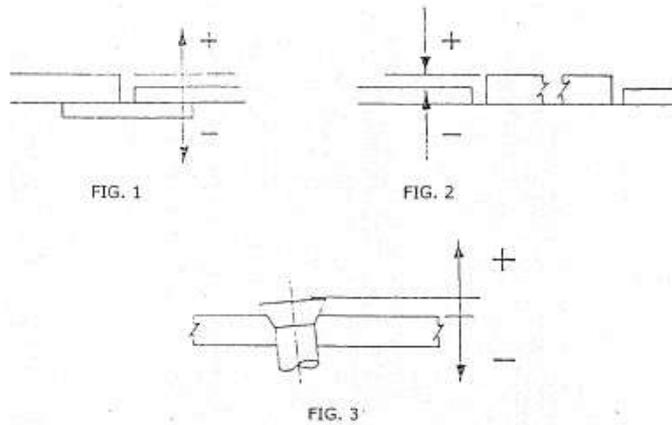
GAP: WIDTH AT JOINT OF TWO SKIN PANELS



TYPE	ZONE	TOLERANCE	
		MAX.	MIN.
BETWEEN FIXED PANELS (FIG.1)	ALL	1.0mm	0.0mm
BETWEEN FIXED PANELS AND UNHINGED DOOR (FIG. 1)	ALL	1.5mm	0.3mm
BETWEEN FIXED PANELS AND FUNCTIONAL/HINGED DOORS (FIG.1)	ALL	2.0mm	1.0mm
BETWEEN ACTUATOR FAIRING AND WING (FIG. 2)	3,4	2.0mm	0.5mm
BETWEEN CONTROL SURFACE/FLAP ACTUATOR FAIRING AND CONTROL SURFACE FAIRING (FIG.3)	3	Nominal +2.0mm	Nominal -2.5mm
BETWEEN WING BOX AND CONTROL SURFACE (FIG.4)	3	+0.5mm	-0.5mm

7. STEPS OR RAISED SURFACES:

PROFILE OFFSET MEASURED AT JOINT OF TWO SKIN PANELS.



TYPE	ZONE	TOLERANCE	
		MAX.	MIN.
BETWEEN FIXED PANELS (FIG.1)	1 OTHERS	$\pm 0.3\text{mm}$ $\pm 0.5\text{mm}$	0.0mm 0.0mm
BETWEEN FIXED PANEL AND HINGED OR UNHINGED DOOR (FIG.2)	1 OTHERS	$\pm 0.3\text{mm}$ $\pm 0.5\text{mm}$	0.0mm 0.0mm
BETWEEN FIXED PANEL AND FUNCTIONAL DOOR (FIG.2)	ALL	$\pm 0.5\text{mm}$	0.0mm
FASTENERS (FIG.3)	1 OTHERS	$\pm 0.0^*\text{mm}$ $+ 0.1\text{mm}$	-0.1mm -0.1mm

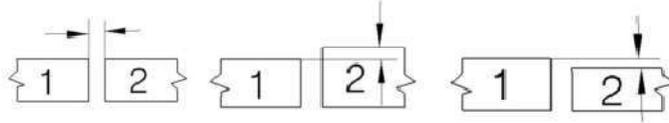
* 10% OF ALL FASTNERS IN ZONE 1 ARE ALLOWED TO BE 0.1mm ABOVE THE SURFACE.

NOTE: THE STEPS BETWEEN SLAT SURFACES: $\pm 2\text{mm}$

IN CASE OF DEVIATIONS BEYOND THE ABOVE SPECIFIED VALUE, CONCESSION NEEDS TO BE RAISED AND CAN BE ACCEPTED BY THE DESIGN GROUPS, CRI AND

Viewing from the normal to the gaps/Viewing from the off-normal to the gaps

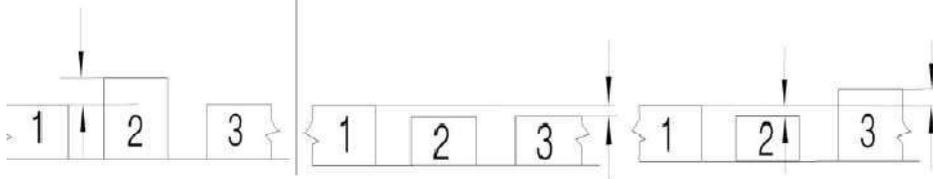
maximum tolerance allowed is +1.5mm



Multiple steps/ raised surfaces

maximum allowable tolerances on the positive step is 0.5mm

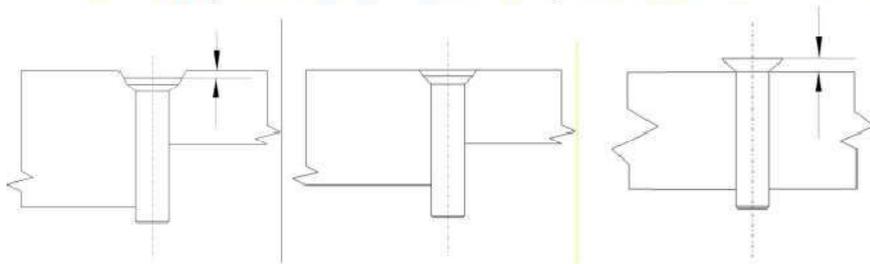
negative step (as shown in Figure A4 (b)) of maximum 1.5mm are allowed



B
m

Fasteners

The maximum permissible allowances for the positive and negative steps are 0.3mm



TOLERANCE OF EXTERNAL PROFILE – FUSELAGE

1. EXTERNAL PROFILE:	TOLERANCE	WAVINESS
1 INTAKE LIP (UP TO 100mm)	±0.5 mm	-----
2 FIRST 300mm OF AIR DUCT AND OUTER COWL AFTER LIP	+0.5mm For Metal Structure ±2mm for CFC structure	-----
3 ALL FUSELAGE SURFACES EXCEPT FIRST 300mm OF AIRDUCT AND OUTER COWL AND INTAKE LIP	±1mm For Metal Structure ±2mm For CFC Structure	NCT MCRE THAN 1mm IN A SPAN OF 300mm FROM A SPLINED SURFACE NCT MCRE THAN 2mm IN A SPAN OF 300mm FROM A SPLINED SURFACE
4 ALL DOORS AND COVERS SIZE < 200mm X 200mm	±1mm For Metal Structure ±2mm For CFC Structure	NCT>1mm IN A SPAN OF 300mm FROM SPLINED SURFACE NCT>2mm IN A SPAN OF 300mm FROM SPLINED SURFACE
UPTO & >200mm X 200mm	±2mm For Metal Structure ±3mm For CFC Structure	NCT>2mm IN A SPAN OF 300mm FROM SPLINED SURFACE NCT> 3mm IN A SPAN OF 300mm FROM SPLINED SURFACE