

**DEPARTMENT OF DEFENCE PRODUCTION (DDP) /  
DIRECTORATE GENERAL OF QUALITY ASSURANCE (DGQA)**

12575/DGQA/DTIS/RFP-UAS

29 Sep 21

**REPLIES TO PRE-BID QUERIES OF THE BIDDER**  
**RFP OF DEVELOPMENT, OPERATION AND MAINTENANCE OF DEFENCE TESTING INFRASTRUCTURE (DTI) FOR**  
**UNMANNED AIRCRAFT SYSTEMS (UAS) UNDER THE DEFENCE TESTING INFRASTRUCTURE SCHEME (DTIS)**

**TENDER Ref No: 12575/DGQA/DTIS/RFP-UAS**

1. Refer to the Request for Proposal (RFP) for Development, operations and maintenance of Defence Testing Infrastructure (DTI) for Unmanned Aircraft Systems (UAS) under the Defence Testing Infrastructure Scheme (DTIS), issued vide Tender reference no 12575/DGQA/DTIS/ RFP-UAS (Tender ID :- 2021\_IN\_623446\_1) dated 10.09.2021. A pre-bid meeting was conducted on 24 Sep 21 through VC. The queries raised along with the responses is appended below:-

<b>S.No</b>	<b>Clause No</b>	<b>Tender clause description</b>	<b>Query</b>	<b>Response</b>
1	Section-I, Para 4	The lead member of the Bidder shall furnish the Bid security as part of its Bid, a Bid security of INR 60,00,000/-(Sixty Lakhs) in the form of an irrevocable and unconditional bank guarantee issued by nationalized bank, or a commercial scheduled bank in India having a Net worth of at least INR 1000 Crore (Rs. One Thousand Crore), in favor of the Authority in the Format at Annexure I (the "Bank Guarantee") and having validity period of not	Is Bid security of INR 60,00,000/- (Sixty Lakhs) in the form of an irrevocable and unconditional bank guarantee required from a company seed funded by the Govt of India for undertaking project of Ministries in Robotic and Autonomous Systems?	RFP clause is self-explanatory. The Bank guarantee has to be in the form of an irrevocable and unconditional bank guarantee issued by nationalized bank, or a commercial scheduled bank in India having a Net worth of at least INR 1000 Crore (Rs. One Thousand Crore), in favor of the Authority in the Format at Annexure I (the "Bank Guarantee") and as per other provisions as provided in Section – I, Para 4: Bid Security.

		<p>less than 180 days (One Hundred Eighty) from the Bid due date, inclusive of a claim period of 60 (sixty) days and may be extended as may be mutually agreed between the Authority and Bidder from time to time. In case the Bank Guarantee is issued by a Foreign Bank outside India, confirmation of the same by any nationalized Bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under section 2(e) of the Reserve Bank of India Act, 1934.</p> <p>If the lead member of the Bidder is a registered MSME/ startup who has been recognized as Start-ups by Department for Promotion of Industry &amp; Internal Trade (DPITT), then it will be required to submit a Bid securing declaration as per Appendix T. The Bidder shall submit documentary evidence to the extent as per the GOI notifications in this regard in order to avail the benefits of the same.</p>		
2	Section II, Para 3.1	Each DTI will be setup through a Special Purpose Vehicle (SPV), hereinafter referred to as the	Is the SPV necessarily required to be incorporated a separate Section 8 company if lead member is CEO of an already	SPV has to be a Section – 8 Company registered under the Companies Act 2013. Please refer clause 2.1 of Section -II, ITB.

		<p>Implementation Agency, which may be promoted/constituted by private entities (Industry, Industry association, R&amp;D/Academic institution) and/or State Government agencies. The constituent members of the Implementing Agency shall subject to provisions of Clause 2 above and other provisions of DTIS.</p> <p>The Implementing Agency under the scheme shall be a Section 8 company registered under the Companies Act,2013. The Bidder will be given a time period of 45 days from the date of issue of Letter of Award to constitute the SPV for the project.</p>	<p>existing Section 8 company seed funded by Govt of India?</p>	
<p>3</p>	<p>Section 2, Para 12</p>	<p>For determining the eligibility of the Bidder for their qualification hereunder, the following shall apply: The Bidder shall be a JV/ Consortium of minimum five (05) constituent members. However, contribution from each JV member shall not exceed 40% of the share capital of the JV/ consortium. The Bidder shall propose a lead member of the JV /</p>	<p>Can JV/ Consortium comprise of five (05) constituent members comprise of individuals who are part of a leading academic institution and a Section 8 company, and not incorporated as private entities?</p>	<p>Please refer clause 2.1 of Section -II, ITB. RFP conditions is self-explanatory.</p>

		<p>Consortium and the JV / Consortium members should not be an Associate of any other JV / Consortium members of the Bidder or any other Bidder. The lead member shall submit a Letter of Intent as per Appendix C which shall be duly signed by the authorised signatory of each constituent member. .....</p>		
4	Section 2, Para 12	<p>Out of five (5) constituent members, at least three (3) constituent members should be in existence for a period of at least three (3) years as on last date of submission of Bid Application. which shall be substantiated through submission of company profiles, company charter documents, annual reports, certificates and any other relevant document etc</p>	<p>How will period of existence of three years apply to an individual and a newly incorporated Section 8 company seed funded by the Govt of India?</p>	<p>Please refer ITB clause 2.1 (c). RFP condition is self-explanatory</p>
5	Section 2, Para 13.1	<p>The Bidder shall demonstrate the technical competency with the help of documentary evidence (Combined of all the JV/ consortium members) the following:  <input type="checkbox"/> Three completed works costing not less than the amount equal to 40 (forty) percent of the project cost or,</p>	<p>In case of individuals, how will technical competency and work experience as combined of all the JV/ consortium members be assessed?</p>	<p>Please refer ITB clause 2.1. RFP condition is self-explanatory.</p>

		<p><input type="checkbox"/> Two completed works costing not less than the amount equal to 50 (fifty) percent of the project cost or,</p> <p><input type="checkbox"/> One completed work costing not less than the amount equal to 80 (eighty) percent of the project cost</p>		
6	Section 2, Para 14.1	<p>The bidder shall demonstrate the financial competency with the help of documentary evidence the following:</p> <p><input type="checkbox"/> The Average Annual turnover of the bidder in the last three financial years (i.e. 2017-18, 2018-19 &amp; 2019-20) (Combined of all the JV/ consortium members) shall be equivalent to 100% of the Project cost.</p>	How will financial competency in respect of individuals and Govt seed funded Section 8 company be ascertained as they have no turnover. Also, how would annual turnover of last three financial years in respect of bidder incorporated one year back be measured?	Please refer ITB clause 2.1. RFP condition is self-explanatory
7	Section 2, Para 15.6	<p>In this RFP, the term "Lowest Bidder" shall mean the Bidder who is offering to take the lowest Grant in Aid subject to fulfilling the clause 12,13,14 &amp; 17. Generally, the Lowest Bidder shall be the selected Bidder. The remaining Qualified Bidders shall be kept in reserve and may, in accordance with the process specified in this RFP, be invited for negotiations in case such Lowest Bidder withdraws or</p>	What is meant by lowest bidder? Is it lowest in the category (small/medium/large) or region-wise?	Please refer ITB Section -II, Para 15.6. It is not related to any category or region.

		is not selected for any reason. In the event of withdrawal or non-selection of the Lowest Bidder, the Authority may, in its discretion, either invite fresh Financial Bids from the remaining Qualified Bidders or annul the Bidding Process.		
8	Section 3, Bid Data Sheet	Last Date & time for Bid submission	Is bid document required to be submitted in person at Delhi?	Please refer Section – I clause 3.2. RFP condition is self-explanatory
9	NIT	Last Date & time for Bid submission	The notice provided for bid submission is considered inadequate, as it also involves submission of a Detailed Project Report. Request, extend deadline for Bid submission at least by one month.	No change in Bid submission date and time.
10	-	-	Where will the facility be set up?	The Bidder can set up the facility at any location in India, subject to meeting the conditions set forth in DTI scheme and RFP document.
11	-	-	What is expected land area required for such a facility? This question may be answered considering the need for flight test?	The Bidder is required to assess and propose the land area required for setting up the DTI facility considering the Tests proposed to be undertaken.
12	Appendix – J	Project Site (Land Details) Particulars	Appendix-J asks for land details, but we may go out to look for land in Defence Corridor of Government of India, if we win the contract? Submitting land at RFP stage when there is no certainty in winning contract, how can this be done? Kindly ask for land details after conclusion of contract.	RFP condition shall prevail.

13	-	-	It will be good if cities/ locations are listed in the bid itself considering the government expected distribution of this testing business in India.	RFP condition shall prevail.
14	Contract Agreement, Article 18		<p>User charges:</p> <p>a. Will government put some cap on user charges?</p> <p>b. What will be the government mandated testing requirements for UAV companies? Will it be like Fitness certificates are required by vehicles?</p> <p>c. Will various testing agencies compete with each other on prices for testing?</p> <p>d. Most of UAV companies are coming up in South India whereas user bases will be more in North &amp; East. What is expected preferred testing locations? The tests will be more done on User end or on manufacturer end?</p> <p>e. Can the facility be used for testing requirements in other industries, defence aerospace components testing or we are restricted to only do UAV testing?</p>	<p>a. The SPV will decide the user charges. Such user charges are expected to be affordable for the industry.</p> <p>b. Test and certificate requirements are specified in Appendix P of RFP</p> <p>c. The SPV will decide the user charges. Such user charges are expected to be affordable for the industry</p> <p>d. The Bidder shall mention their proposed location in the RFP response along with the type of tests proposed to be undertaken.</p> <p>e. In case, the facility has excess capacity after meeting testing requirements of the defence industry, then other industries can be catered to.</p>

15	Clause 1.4 (f), Page 10	<p>The test facilities planned to be set up have been divided into 3 (three) types, namely, Small, Medium and Large. The estimated Project Cost of each type of DTI facility is given in the table below:</p> <table border="1" data-bbox="457 402 814 630"> <thead> <tr> <th>S.No</th> <th>Type</th> <th>Estimate Project Cost</th> <th>Nos</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Small</td> <td>&lt; 20 Crore</td> <td>03</td> </tr> <tr> <td>2</td> <td>Medium</td> <td>20-50 Crore</td> <td>03</td> </tr> <tr> <td>3</td> <td>Large</td> <td>&gt;50 Crore</td> <td>02</td> </tr> </tbody> </table>	S.No	Type	Estimate Project Cost	Nos	1	Small	< 20 Crore	03	2	Medium	20-50 Crore	03	3	Large	>50 Crore	02	The total cost for all 8 sites does not add to 400 Crores as mentioned in clause 1.4(a)	The clause refers to the estimated cost of the facilities. INR 400 crores is the total Central Govt assistance for setting up 06 to 08 DTI facility
S.No	Type	Estimate Project Cost	Nos																	
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16	Clause 1.4 (f), Page 10	<p>The test facilities planned to be set up have been divided into 3 (three) types, namely, Small, Medium and Large. The estimated Project Cost of each type of DTI facility is given in the table below:</p> <table border="1" data-bbox="457 898 814 1125"> <thead> <tr> <th>S.No</th> <th>Type</th> <th>Estimate Project Cost</th> <th>Nos</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Small</td> <td>&lt; 20 Crore</td> <td>03</td> </tr> <tr> <td>2</td> <td>Medium</td> <td>20-50 Crore</td> <td>03</td> </tr> <tr> <td>3</td> <td>Large</td> <td>&gt;50 Crore</td> <td>02</td> </tr> </tbody> </table>	S.No	Type	Estimate Project Cost	Nos	1	Small	< 20 Crore	03	2	Medium	20-50 Crore	03	3	Large	>50 Crore	02	Kindly clarify how much the company has to invest? Is it 25% of cost of equipments? Because land & building is being paid by government? So, for a 20 Crore facility (DTI), a private company may invest 25%, i.e. 5 crore in equipments and can get the remaining 15 crore from government for equipments. The land, the building will be additionally paid by government? Thus, total exposure of private company is only 5 Crores? Please clarify.	Please refer Corrigendum-1. RFP condition are self-explanatory
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1	Small	< 20 Crore	03																	
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17	-	-	Who will pay for the certifications?	SPV will be responsible for all approvals and financial requirement for the certification																
18	-	-	Will certifications be Indian, i.e. CEMILAC etc. or will it be Global certification as well? If global certifications are required, these may be very expensive? Who will finance these certifications?	Please refer to Section – II, ITB clause 17.4 of the RFP and response to query 17.																



19	<p>Clause 13.1, Page 26</p>	<p>The Bidder shall demonstrate the technical competency with the help of documentary evidence (Combined of all the JV/ consortium members) the following:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Three completed works costing not less than the amount equal to 40 (forty) percent of the project cost or,</li> <li><input type="checkbox"/> Two completed works costing not less than the amount equal to 50 (fifty) percent of the project cost or,</li> <li><input type="checkbox"/> One completed work costing not less than the amount equal to 80 (eighty) percent of the project cost</li> </ul>	<p>Kindly refer to page 26, clause 13.1: which says:</p> <p>“Three completed works costing not less than the amount equal to 40 (forty) percent of the project cost”</p> <p>We wish to submit that this is very tough condition to match for any MSME, the target bidder in this case, to full fill. In India this size of work has not been carried out.</p> <p>40% of the smallest project size would be 40% of INR 20 Crores, i.e., 8 Crores INR. We have not done 3 projects of 8 Crore+ each in this domain in last 7 years. We M/s Neometrix Engineering (P) Limited have been in the field of Aerospace testing for HAL/ IAF for last 15 years. The project sizes are like 1 Crore – 2 Crores and not 8 Crores.</p> <p>We request for experience be asked for projects of similar nature done for IAF/HAL etc. without putting a value to it.</p>	<p>No Change. RFP condition shall prevail.</p> <p>Refer clause 13.1 Note 2 where project cost is defined as</p> <p><i>“Project Cost” is defined as the “The total cost of development of the proposed DTI facility by the bidder in the DPR, excluding the cost of land, establishment cost and any recurring expenditure”</i></p>
20	-	-	<p>In our knowledge, NO MSME would be able to satisfy the point 6 above and also the below condition:</p> <p>“Experience in carrying out assignments such as R&amp;D/ Manufacturing/ production/ Testing of UAS/ UAS related components in the last 7 years</p>	<p>No Change. RFP condition shall prevail.</p>

			ending last day of month previous to the one in which the Bids have been invited.”	
21	ITB Clause 17 & Appendix - P	-	Type of equipment to be tested with detailed specifications.	<p>1. The equipment to be tested can be of any weight category i.e., nano, micro, small, medium and large (HALE or MALE).</p> <p>2. A tentative list of the test equipment is provided in the Appendix-P of the RFP. The bidders are required to provide detailed specifications of test equipment they will be offering for each test of the proposed testing facility and it will be marked according to the capability, capacity and range proposed by the bidder in the DPR.</p>
22	ITB Clause 17 & Appendix - P	-	Type of test facility to be created for testing with budgetary estimate of the project/equipment.	<p>The proposed test facility should be an integrated facility with both dynamic and static test capability. The mandatory and additional tests list (as per Appendix - P) include both static and dynamic tests.</p> <p>The budgetary estimate for the UAS domain may be considered commensurate to the estimated Project Cost for Medium to Large type of facility.</p>
23	General	-	List of Test Equipment's to be procured for Defence Testing Infrastructure for Unmanned Aerial System (UAS)	Please refer Appendix – P of the RFP. Please note these are indicative list of equipment. The Bidder will need to make their own assessment and propose the same in the DPR.
24	General	-	Define the type of Generic Test for EW test facility for Electronics PCBs and Modules.	The RFP is for setting up Test facility for UAS and list of test is attached at Appendix-P. Any additional test can be proposed by the bidder in the DPR.

SL. No	Generic Test for EW test facility for Electronics PCBs and Modules
1	Open/Shorts Test
2	Power Supply Test
3	Digital Functional Test

			<table border="1"> <tr><td>4</td><td>Analog Functional Test</td></tr> <tr><td>5</td><td>Boundary scan test</td></tr> <tr><td>6</td><td>Processor Test</td></tr> <tr><td>7</td><td>RF (Radio Freq Test)</td></tr> <tr><td>8</td><td>Memory Test</td></tr> <tr><td>9</td><td>Bus/Protocol Test</td></tr> <tr><td>10</td><td>Receiver Tests</td></tr> <tr><td>11</td><td>Transmitter test</td></tr> <tr><td>12</td><td>Vibration Test</td></tr> <tr><td>13</td><td>Burn in test</td></tr> </table>	4	Analog Functional Test	5	Boundary scan test	6	Processor Test	7	RF (Radio Freq Test)	8	Memory Test	9	Bus/Protocol Test	10	Receiver Tests	11	Transmitter test	12	Vibration Test	13	Burn in test	
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25	Page 22, para 8.3	Bids should be submitted by the Bidder in hard copy in the Drop box provided at the address mentioned in Section -I Introduction & Background Clause 3.2 not later than the time specified on the prescribed date. The Authority, may, at its discretion, extend this deadline for submission of Bid by amending the Bid document, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.	Soft mode of submission may be enabled on suitable platform/portal.	Not Accepted. RFP condition shall prevail																				
26	Page 26, para 13.1	The Bidder shall demonstrate the technical competency with the help of documentary evidence (Combined of all the JV/ consortium members) the following:	Request relax this criteria to one project of 10% of the project cost	Not Accepted. RFP condition shall prevail																				

		<ul style="list-style-type: none"> <li>• Three completed works costing not less than the amount equal to 40 (forty) percent of the project cost or,</li> <li>• Two completed works costing not less than the amount equal to 50 (fifty) percent of the project cost or,</li> <li>• One completed work costing not less than the amount equal to 80 (eighty) percent of the project cost</li> </ul>		
<p>27</p>	<p>Page 106, para 17.1.6 and para 17.1.7</p>	<p>17.1.6 For every subsequent instalment, the Implementation Agency shall submit a bond / Bank Guarantee regarding utilisation of funds as per Schedule D for an amount equivalent to the instalment. The Bank Guarantees shall remain in force and effect for a period of 180 (one hundred and eighty) days from COD of the Project; provided, however, that the Bank Guarantees shall not be released if the Implementation Agency is in breach of this Agreement.</p> <p>17.1.7 The release of instalments by the Authority shall be subject to:</p> <p>(a) submission of Utilisation Certificate (UC) as per Schedule G by a</p>	<p>The BG conditions are considered restrictive for startups and MSMEs. The authority may consider a rolling BG for stage payments</p>	<p>No Change. RFP condition shall prevail</p>

		<p>Statutory Auditor for the amounts utilised and confirmation that these are in compliance of the terms and conditions of Clause 17.1;</p> <p>(b) submission of pre-receipt bills for the funds to be disbursed along with a certificate that the Implementation Agency has not indulged in corrupt practices;</p> <p>(c) a report from Project Consultant including certification of physical and financial progress of the Project; and</p> <p>(d) proof of matching contribution of the funds having been invested by the Implementation Agency which shall be duly certified by a Statutory Auditor.</p>		
<p>28</p>	<p>Page 102, para 13.2, page 105 para 16.1</p>	<p>Damages for delay Subject to the provisions of Clause 10.2, if COD does not occur prior to the 91st (ninety first) day after the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Authority or due to Force Majeure, the Implementation Agency shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per</p>	<p>Authority may consider waiver of this clause as all participating agencies will be the beneficiaries of the test center and delay would adversely impact them operationally</p>	<p>Not accepted. RFP condition shall prevail.</p>

		<p>cent) of the amount of Performance Security for delay of each day until COD is achieved.</p> <p>Financial Close Subject to the provisions of Clause 3.1.3 and 3.3, the Implementation Agency hereby agrees and undertakes that it shall achieve Financial Close within 90 (ninety) days from the date of this Agreement and in the event, the Implementation Agency has failed to achieve Financial Close within the said time period, it shall be liable to pay Damages as specified in Clause 3.2.</p>		
29	Page 18, para 3.2	<p>The Implementing Agency shall be responsible for setting up of DTI under the DTIS. The Implementing agency shall also be responsible for operation and Management of assets created under the scheme, in a self-sustainable manner, by way of collecting user charges plus applicable GST.</p> <p>The Implementing Agency will have to arrange the land for the DTI facility to be built. The IA may not necessarily be the owner of the land but</p>	<p>The project plans have been drawn out based on shortlisted multiple locations. The location based on the final negotiations with the present owner/s will be finalized based on the inhouse availability of funds within the consortium and the possession /lease documentation will be finalized based on the award of the project. Authority may waive this condition for the submission of the RFP. Alternately all land related documentation may be sought as a precondition prior to release of the first installment of the grant to the bidder.</p>	Not Accepted. RFP condition shall prevail.

		should have access to the land via lease for at least 30 years from the date of response to RFP at the time of submitting the bid and shall provide documentary evidence for the same. The Bidder shall note that the proposed land should be encumbered free, freehold and mortgage free at the time of bidding.		
30	Page 28, para 15.6	Selection of Bidder on Lowest quote.	While the list of test required for the test center is mentioned in the RFP, there is no mention of specifications for the civil infrastructure and test equipment. Accordingly, a one-to-one comparison of cost amongst the qualified bidders may not truly achieve the objective of the scheme. One of the methods may be to calculate L1 based on the percentage of total project sought as funding from the authority.	Not accepted. RFP conditions shall prevail
31	General	-	Additional weightage may be provided to bidders who have been supported by the State/Central Govt agencies	Not Accepted.


**(Kuldip Singh Nehra)****Cdr QA-DTIS**