


Directorate of Contracts & Materials Management (Programme) Tel: 040 - 2418-8076 / 8075 Fax: 040 - 2434 2603 E-mail: dcmmasl@asl.drdo.in		By Registered / Speed Post Government of India Ministry of Defence Defence Research & Development Organisation Advanced Systems Laboratory Dr. APJ Abdul Kalam Missile Complex Kanchanbagh (PO), Hyderabad - 500 058
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Supply Order

SO No: ASL/DA1P/RCI/R/DA1P/0213/20/4009/4002 (Quote this SO No. for all correspondence)	Date: 27th Apr 2021
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To	
M/s Datasol (B) Private Limited, #793, "Datasol House", 1 st Floor, 17 th Cross, Vyalikaval Housing Society, Behind BEL Corporate Office Nagawara, Bangalore-560045.	Tel: 080-25440642
Fax: 080-25440644	
Vender Registration No: DAT4259X	Vender Registration Valid Up to: 05/07/2021

Vendor Details: Name of the Bank: State Bank of India Branch: SME Kumar Park, Bangalore Account No: 31163293976 MICR No: 560002073 IFSC Code: SBIN0008577 PAN No: AABCD3169P GST No: 29AABCD3169P123 Email Id: sales@datasolindia.com
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Sub: Supply of cPCI Based Advanced Launch Computer - reg.
Ref: 1) Our RFP No: ASL/DA1P/RCI/R/DA1P/0213/20/4009/, Dt: 02/11/2020.
2) Your Quotation No: DBPLHQASLSI5041002020, Dt: 14/12/2020.
3) Your revised offer submitted to CNC on 03/03/2021 valid till 02/06/2021

Dear Sir,

- 1 You are requested to **supply** the under **mentioned stores** (listed in Table-1) as per specifications / scope of work mentioned in Annexure-B on or before delivery date (as mentioned in para no.7 below) in accordance with terms and conditions mentioned in Annexure-I (General Terms & Conditions) and Annexure-II (Special terms and conditions).

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Table-1:						
Sl. No.	Description of Stores/Services	Qty	Unit of Measure	Unit Rate in INR	Total Value in INR	
1	cPCL based advanced Launch Computer	20	Sets	8,50,139.00	1,70,02,780.00	
2	Linux Driver Software and	01	Set	Free of cost	Free of cost	

	sample test programs for all resources				
3	Red Hat Enterprise Linux 7.5 or higher Workstation version license media with 01 year technical support	02	Nos	19,800.00	39,600.00
4	External USB DVD Drive	05	Nos	1,650.00	8,250.00
5	3 U cPCL XMC Carrier Card	05	Nos	1,27,462.00	6,37,310.00
6	Display Port/DVI to VGA adaptor Cable of length 3m (Startech or Equivalent)	10	Nos	3,288.00	32,880.00
7	VGA Splitter for extending VGA output up to 50m (Startech or Equivalent)	05	Nos	3,288.00	16,440.00
8	Cat 6 Gigabit Ethernet Cables terminated with RJ45 Connectors-10mm length	20	Nos	550.00	11,000.00
9	Cat 6 Gigabit Ethernet cables terminated with RJ45 connectors-5m length	20	Nos	330.00	6,600.00
Total Basic Cost (INR)					1,77,54,860.00
3	Duties: Not Applicable				
4	Taxes:				
	a) GST @5%* (for Goods) against Tax Concession Certificate# to be issued by ASL				8,87,743.00
	b) GST @18%* (for Services) or as applicable				--
	# For Intra-State: Notification nos.45/2017 dt 14-11-2017 (for CGST) and GO MS No:250 dated 21-11-2017 of Govt. of TS (for SGST) applicable				
	# For Inter-State: Notification no 47/2017 dt 14-11-2017 (for IGST) applicable				
	c) Others if any	Rate of Other Tax		--	
	*GST or Tax as applicable at the time of supply of the Stores / Services if supplied / provided within Original Delivery Date/Schedule.				
5	Freight Charges (if any)				--
6	Grand Total with taxes/duties/etc. (INR)				1,86,42,603.00
	Grand Total with	Rupees One core eighty six lakhs forty two thousand six hundred and three only.			

	taxes/duties/etc. (INR) in words		
7	Delivery Date:	Delivery Period for Vendor Inspection/Installation and Commissioning Clearance of RIN and CRV Final Delivery Period	25/02/2022 (This date is for Physical delivery of items in RCI) to be supplied in one lot 18/03/2022 (Inspection Period 3 Weeks) 01/04/2022 (2 Weeks) 01/04/2022
8	Lot details:	One Lot	--
9	Delivery:	a) Terms of Delivery: F.O.R b) Place of Delivery: 0208, CH Building, ASL SINT, RCI Campus, VigyanKancha, Hyderabad-500069.	
10	Consignee:	The Director Advanced System Laboratory (ASL) Dr. APJ Abdul Kalam Missile Complex Kanchanbagh (PO) Hyderabad - 500 058 (T.S.)	Contact person details for delivery: Sri Bappaditya Jana Sc'E Phone No: 040-24301661
11	Performance cum Warranty Bond (PWB):	3% of the order value Rs.5,59,278/- (including taxes) in form of a Bank Guarantee/F.D.R to be submitted by you within 21 Days from the date of placement of order. The Bank Guarantee/F.D.R shall be valid up to two months beyond completion of all contractual obligations including warranty period. *If PWB is not submitted within specified period, ASL reserves the right to cancel the Tender/Supply order, apart from that suitable action will be initiated as per existing rules. The Bank Guarantee/F.D.R should be in favour of the Director, Advanced Systems Laboratory, Hyderabad should be valid till completion of all contractual obligations, including warranty (if any).	
12	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 supply order / contract.	
13	Payment:	a) 100% of the order value will be paid through PCDA + 100% taxes against receipt and acceptance of items and receipt of PWB for warranty period. b) Taxes and duties (if any) shall be paid against submission of documentary proof of tax payment	
14	Advance:	Not Applicable.	
15	Inspection Agency:	R&QA, ASL, Hyderabad	--

16	Warranty:	Two years from the date of acceptance of items.			
17	Paying Authority	PCDA (R&D), Hyderabad – 500 058			
18	FIM:	Not Applicable for this SO			
19	FIM Security:	--			
20	Income Tax:	Not Applicable			
21	Correspondence and dispatch	All correspondence must indicate the SO No. and any letter/FAX received without reference no. will be un-actioned. Scheduled date of dispatch to be intimated two weeks in advance. Stores dispatched should be accompanied by delivery challan / packing slip and original excise duty gate pass. All documents confirming dispatch (LR/RR/MC note) to be sent only by registered / speed post. Any demurrage or warehousing charges levied due to late / non-receipt of dispatch information / documents will be deducted from the final bill.			
22	SO validity and Amendments	a) This SO is valid only within the stipulated delivery date of supply. Director ASL at his discretion may short close, amend or cancel the SO in part or full with or without assigning any reason at any time during or beyond order validity date. b) If extension of delivery date is required, the firm shall submit their request along with proper justification, at least one month before the expiry of due date. However, extension of delivery date may attract LD as per rules.			
23	AS9100D quality requirements:	Provided in Para-28 of Annexure-II (Special Terms and Conditions)			
	Other terms (if any)	--			
24	Enclosures with this SO:	Sl #	Enclosure Identification	Description of enclosure	No. of pages
		a)		Specifications / Scope of work	04
		b)	Annexure-I	Standard Terms & Conditions	--
		c)	Annexure-II	Special Terms & Conditions	--
		d)	Drawings	Drawings (if any, as detailed in Annexure-B)	--
		e)	QAT-ATP	QAP/ATP (if any, as detailed in Annexure-B)	14+8+14
		f)	Format-C	Order Acceptance Form	1
		g)	Others	Others	--
		h)	Format-D	ECS Mandate Form	1
		i)	Format	Contractor Bill Form	2
		j)	Format	BG/IB Format for Advance Payment (if applicable)	--
		k)	Format	BG/IB Format for FIM (if applicable)	--

Annexure-I: Standard Terms and Conditions

1	<p>Effective Date of the Contract: In case of placement of a supply order, the date of the Supply Order would be deemed as effective date. 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 deliveries and supplies and performance of the services shall commence from the effective date of the Contract</p>
2	<p>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</p>
3	<p>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 applicable provision:</p> <p>a) For Central and State PSEs: The case of arbitration shall be referred to the Department of Public Enterprises for the appointment of sole arbitrator by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause.</p> <p>b) For Defence PSUs: The case of arbitration shall be referred to the Secretary Defence (R&D) for the appointment of arbitrator(s) and proceedings.</p> <p>c) For other Firms: 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 either of the following provisions:</p> <p>"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."</p> <p>Or</p> <p>"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."</p> <p>Or</p> <p>"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."</p>
4	<p>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 disfavor 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</p>

	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	<p>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% per annum above (i) Prime Lending Rate of State Bank of India for Indian Sellers, and (ii) London Inter Bank Offered Rate (LIBOR) for the foreign Sellers. The applicable rates on the date of opening of tender shall be considered for this. The Buyer will also have the right to recover any such amount from any contracts in vogue with the Government of India.</p> <p style="text-align: center;">Or</p> <p>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:</p> <ul style="list-style-type: none"> a) Name of the Agent b) Agency Agreement between the seller and the agent giving details of their contractual obligation c) Tax Registration Numbers (such as GST number, etc.), 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 Seller has violated the provisions of Para 4 and/or Para 5 above to obtain the Contract, the 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	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
9	Liquidated Damages: The Buyer may deduct from the Seller, as agreed, liquidated damages at the rate of 0.5% per week/part thereof, of value of stores that could not be put to use due to late delivery subject to a maximum of 10% of the total order value (Excluding taxes and duty) of the Contract
10	<p>Termination of Contract: The Buyer shall have the right to terminate the Contract in part or in full in any of the following cases:-</p> <p>i) The store/service is not received/rendered as per the contracted schedule(s) and the same has not been extended by the Buyer.</p> <p style="text-align: center;">Or</p> <p>The delivery of the store/service is delayed for causes not attributable to Force Majeure for more than __ months after the scheduled date of delivery and the delivery period has not been extended by the Buyer.</p> <p>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.</p> <p>iii) The Seller is declared bankrupt or becomes insolvent.</p> <p>iv) The Buyer has noticed that the Seller has violated the provisions of Para 4 and/or Para 5 above to obtain the Contract.</p> <p>v) As per decision of the Arbitration Tribunal</p>
11	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
12	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
13	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
14	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
15	<p>Taxes and Duties</p> <p>i) In respect of Foreign Sellers: All taxes, duties, levies and charges which are to be paid for the delivery of stores/services, including advance samples, shall be paid by the parties under the Contract in their respective countries. However, the corporate/ individual income tax, if applicable, will continue to be paid by the concerned party/ individual. [Applicable where INCOTERM is DDP (destination)].</p> <p>ii) In respect of Indigenous Sellers</p>

	a)	<p>General</p> <ul style="list-style-type: none"> Any changes in levies, taxes and duties levied by Central/ State/ Local governments such as GST, etc., on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/ tax paid by the Seller. Similarly, in case of downward revision in any such 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. Section 64-A of Sales of Goods Act will be relevant in this situation. Levies, taxes and duties levied by Central/ State/ Local governments such as GST, etc., on final product will be paid by the Buyer on actuals, based on relevant documentary evidence, wherever applicable. Taxes and duties on input items will not be paid by Buyer. TDS as per Income Tax Rules (if applicable) will be deducted and a certificate to that effect will be issued by the Buyer.
	b)	<p>Customs Duty: No Customs Duty Exemption Certificate (CDEC) will be issued to the bidders as per the Customs Notifications No-14/2016, dated 01.03.2016. Sellers should absorb the same in their price.</p>
	c)	<p>Excise Duty: Excise Duty Not applicable (as per notification no: 09/2017 Central Excise, dated 30th June 2017, issued by Ministry of Finance)</p>
	d)	<p>Local Taxes / Duties:</p> <ul style="list-style-type: none"> Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of Local Tax / Duty and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from Local Taxes / Duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such Local Taxes / Duties. In case where the Municipality or other local body insists upon payment of these Local Taxes / Duties, the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. After the issue of exemption certificate by the Buyer, the Seller may get the reimbursement from the local authority. In case of any difficulty, the receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by-laws/notifications of the Municipality of the local body concerned to enable this office to take up the case for refund with the concerned bodies if admissible under the said acts or rules.
16	<p>Denial Clause: 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.</p>	

Annexure-II: Special Terms and Conditions

1	Performance cum Warranty Bond
	i) Indigenous Seller: Details mentioned in para-11 of Main part of this SO.
	ii) Foreign Seller: Details mentioned in para-11 of Main part of this SO.
	iii) "The Performance cum Warranty Bond will be forfeited by the Buyer, in case the conditions regarding adherence to delivery schedule and/or other provisions of the Contract/ SO are not fulfilled by the Seller."
2	Option Clause: The Contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms and conditions of the Contract. This will be applicable within the currency of the Contract. It will be entirely the discretion of the Buyer to exercise this option or not.
3	Repeat Order Clause: The Contract will have a Repeat Order Clause, wherein the Buyer can order up to 50% quantity of the original contracted quantity (rounded up to the next whole number) under the Contract within six months from the date of completion of supply under the original Contract/ SO. The Repeat Order will have rates on not exceeding basis while the terms and conditions will remain unchanged. It will be entirely the discretion of the Buyer to exercise the Repeat order or not.
4	Tolerance Clause (as per RFP): Not applicable
5	Purchase Preference Clause: Not applicable
6	Transfer of Technology (ToT): Buyer is desirous of license production of (generic name of store(s)) under ToT. Buyer reserves the right to negotiate ToT terms subsequently but the availability of ToT would be a pre-condition for any further procurements. If negotiations for ToT are not held as a part of the negotiations for store(s), then subsequent and separate ToT negotiations would continue from the stage where the store(s) has been selected.
7	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 supply order / contract.
8	Payment Terms: Details mentioned in para-13 of Main part of this SO.
9	Advance Payments: Details mentioned in para-14 of Main part of this SO.
10	Part Supply and Pro rata Payment: Details mentioned in para-13 of Main part of this SO.
11	Mode of Payment
	a) For Indigenous Sellers: It will be mandatory for the Sellers to indicate their bank account numbers and other relevant e-payment details to facilitate payments through ECS/EFT mechanism instead of payment through cheque, wherever feasible.
	b) For Foreign Seller: The payment will be arranged through Letter of Credit from Reserve Bank of India/ State bank of India/ any other Public Sector Bank, as decided by the Buyer, to the Bank of the Foreign Seller as per mutually agreed terms and conditions. The Letter of Credit will preferably be opened with validity of 90 days from the date of its opening, on extendable basis by mutual consent of both the parties. Charges related to release of payment (such as Letter of Credit /

	Sight Draft, etc.) in India will be borne by the Buyer and outside India shall be borne by the Seller. However, the extension charges, if any, will be borne by the party responsible for the extension.
12	Documents to be Furnished for Claiming Payment
i)	<p>Indigenous Sellers: The payment of bills will be made on submission of the following documents by the Seller to the Buyer:</p> <ul style="list-style-type: none"> a) Ink-signed copy of Contractor's Bill. b) Ink-signed & company rubber stamp affixed copy of Tax Invoice containing all details as per GST rules. c) Bank Guarantee for Advance, if applicable. d) Guarantee/ Warranty Certificate. e) Performance Bank Guarantee/ Indemnity Bond, if applicable. f) Details for electronic payment viz. Bank name, Branch name and address, Account Number, IFS Code, MICR Number (if these details are not already incorporated in the Contract). g) Original copy of the Contract and amendments thereon, if any. h) SSQAG clearance certificate (wherever applicable) i) Any other document/ certificate that may be provided for in the Contract.
ii)	<p>Foreign Sellers: In case of payment through Letter of Credit (LC), paid shipping documents are to be provided to the Bank by the Seller as a proof of dispatch of goods as per contractual terms / LC conditions so that the Seller gets payment from LC. The Bank will forward these documents to the Buyer for getting the goods/stores released from the Port/Airport. However, where the mode of payment is DBT, the paid shipping documents are to be provided to the paying authority by the Buyer. Documents will include:</p> <ul style="list-style-type: none"> a) Clean on Board Airway Bill/Bill of Lading b) Original Invoice c) Packing List d) Certificate of Origin from Seller's Chamber of Commerce, if any. e) Certificate of Quality and year of manufacture from OEM. f) Dangerous Cargo Certificate, if applicable. g) Insurance Policy of 110% value in case of CIF/ CIP contract h) Certificate of Conformity and Acceptance Test at PDI, if any. i) Phyto-sanitary/ Fumigation Certificate, if any. j) Performance Bond / Warranty Certificate. k) Any other documents as provided for in the Contract.
13	Exchange Rate Variation (ERV) Clause: <i>Not Applicable</i>
14	<p>Force Majeure Clause:</p> <ul style="list-style-type: none"> 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 a 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
15	Buy-Back: Not Applicable
16	Export License: Not Applicable
17	Free Issue of Material (FIM): Details mentioned in Para-18 & 19 of Main part of this SO.
18	Terms of Delivery: Details mentioned in para-09 of Main part of this SO.
19	Packing and Marking Instructions:
a)	The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong. The packing cases should have provisions for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.
b)	The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.
c)	A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. The cartons shall then be packed in packing cases as required. i) Part Number: ii) Nomenclature: iii) Contract annex number: iv) Annex serial number: v) Quantity contracted:
d)	One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No.1 painted in a yellow colour.
e)	The Seller shall mark each package with indelible paint in English language as follows:- i) Contract No. _____ ii) Consignee _____ iii) Port / airport of destination _____ iv) Ultimate consignee _____ v) Package No. _____ vi) Gross/net weight _____ vii) Overall dimensions / volume _____ viii) The Seller's marking _____
f)	If necessary, each package shall be marked with warning inscriptions: <Top>, <Do not turn over>, category of cargo etc.
g)	Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods

	from damage or deterioration during transportation by land, air or sea. In such case the Buyer shall finalize the marking with the Seller.
20	Inspection Instructions: Details mentioned in para-15 of Main part of this SO.
21	<p>Franking Clause:</p> <p>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".</p> <p>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."</p>
22	<p>Claims:</p> <p>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</p> <p>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</p>
23	<p>Warranty: Details mentioned in para-16 of Main part of this SO.</p> <p>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 would continue to conform to the description and quality for a period as mentioned in para-16 of main part from the date of acceptance /installation of the said goods stores/articles. If during the aforesaid period as mentioned in para-16 of main part, 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. In cases of procurement of software, seller shall issue / provide upgrade of the software free of cost during the warranty period.</p>
24	Product Support: Not Applicable
25	Annual Maintenance Contract (AMC) Clause: Not Applicable
26	Price Variation (PV) Clause: Not Applicable
27	Intellectual Property Rights (IPR): Not Applicable
28	<p>Quality Requirements for AS-9100-D: The following quality requirements meant for AS-9100-D needs to be complied by vendors in addition the specific quality requirements mentioned in the technical specification and relevant quality assurance documents which are part of this RFP.</p> <p>a) Materials/Services/Processes will be subjected to receipt inspection and payment will be released based on inspection results.</p> <p>b) Vendor shall ensure product/service/process delivery as per Specifications and Delivery Schedule.</p> <p>c) Technical information as required is attached in the form of drawings, specifications,</p>

process document, QAP, design and development requirements, etc.,

- d) In case of providing services/processes, Vender shall ensure necessary competence of personnel.
- e) In case of any technical information requirement, vender may please contact ASL Purchase Department.
- f) Vender shall provide the right of access to ASL, its customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain.
- g) Vender implement quality management system as per ASL requirements.
- h) Vender shall use customer-designated or approved external providers, including process sources (e.g., special processes).
- i) Vender shall notify ASL on non-confirming processes, products, or services and obtain approval for their disposition.
- j) Vender shall provide test specimens for design approval, inspection/verification, investigation, or auditing (as applicable).
- k) Retain documented information, including retention periods and disposition requirements
 - i) ASL shall exercise controls on design and development as per its or its customer's requirements.
 - ii) Vender shall notify ASL on changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain organization's approval.
 - iii) Vender shall flow down its external providers applicable requirements including customer requirements.
 - iv) Vender shall ensure that persons are aware of:
 - Their contribution to product or service conformity
 - Their contribution to product safety
 - The importance of ethical behavior.
- l) Vender ensure prevention of counterfeit parts/products. Vender and its sub-tier suppliers, shall ensure that only non-counterfeit parts and products are delivered to ASL.
- m) Further to prevent inadvertent use of counterfeit parts, Venders shall only procure directly from OEM, Original Component Manufacturer (OCM), or through OEM/OCM authorized distribution chain unless approved in writing by ASL.
- n) Vender must obtain written approval to use Non-Franchised Distributors/Brokers and must present complete and compelling support of all actions to ensure parts procured are legitimate, authentic, non-counterfeit parts.
- o) In case of detection of counterfeit parts / products upon inspection, same will not be returned to Vender as they are and will be handled as per the policies of ASL.
- p) ASL shall carry out vender performance rating based on parameters like, Product Conformity, Delivery Schedule and absence of counterfeit parts. The result will be communicated to Vender for improvement.

This Order Acceptance Letter **must** be printed in company letter head only.

Company Letter head

No: _____

Date: _____

Sub: **Order Acceptance** – reg.

Ref: SO No: _____ dated _____

For supply of _____

With reference to the above, we hereby accept the supply order with the terms and conditions given therein/attached thereto.

Date:

Authorized Signature
with Name & Designation

Company Seal:

Important Instructions:

- 1) Supply Order (Copy No.02) **must** be sent to ASL along with this Order Acceptance Letter. Refer Point No.25 of this Supply Order for details.
- 2) If Order Acceptance Letter and Supply Order (Copy No.02) are **not sent** to ASL, necessary action shall be initiated against the firm as per applicable rules.

cPCI Based Advanced Launch Computer**Quantity – 20 sets.****1 System Description:**

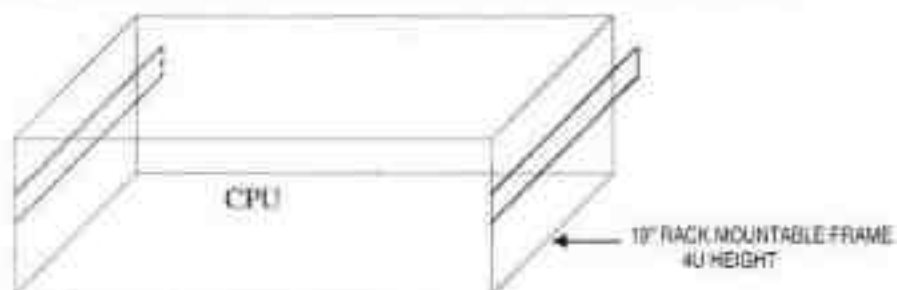
The cPCI Based Advanced Launch Computer will consist of

- CPU which will be 19" rack mountable unit with Maximum depth of 450mm and Max. Height of 4U.
- Monitor and keyboard together which will be a separate 19" rack mountable foldable assembly of Max. Height 2 U.
- Slide assembly for both the above units
- Interconnection cables & power cables

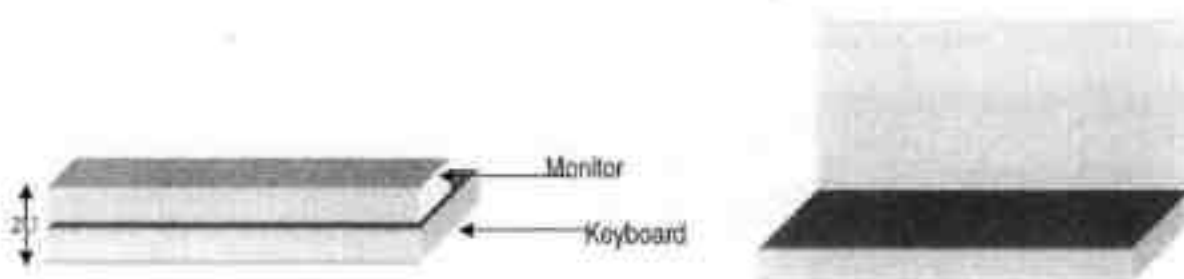
2 System Specifications**2.1 Mechanical Configuration**

The description of the mechanical assembly is given in the following section.

CPU unit will be a 19" rack mountable unit. The height should be maximum 4U. It should have slides on the sides for mounting on the rack. It should have provision to close the cabinet from rear side.

**2.2 Foldable Monitor and keyboard assembly**

Each of these will be of height maximum 1 U with total height maximum 2U and will be 19" rack mountable. It should have slides on the sides for mounting on the rack.



- All the cables required for connecting the monitor/keyboard assembly to the CPU should be provided by the vendor.
- The power adapter also should be provided, if required.

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- A switch/button should be provided on the front panel for Power On/OFF to the CPU Unit.

2.3 Electrical Configuration

The industrial computer should have the following parts:

2.3.1 CPU Card Specification

Acceptable Make: Aitech / Kontron / Adlink / Abaco / Advantech

3U cPCI based on Intel Core i7 latest generation processor

Processor	: Quad-core or latest generation Intel Core i7 processor
Speed	: 2.5 GHz or higher
Chipset	: Intel QM87 or higher
L2 cache	: 6 MB
RAM	: 8 GB DDR3 ECC soldered memory (SDRAM) or higher
Disk drive	: 1 TB SSD (MLC Type)
USB	: Min. 3 ports, with one port on the rear side and 2 USB port are to be terminated on front panel with cover.
Ethernet	: 3 independent Gigabit Ethernet ports based on Intel Controller, All preferably on rear side.
Graphics	: Nvidia GTX 1050 Ti or higher (may be integrated on the SBC or as discrete card) One DVI-I port, one Display Port, supports up to QXGA 2048x1536 pixels@75Hz, 32-bits

- Power: 230 V AC \pm 15%
- Minimum 2 Free cPCI Slots
- Operating Temperature: -20 to +70 deg C
- Plug-in type cPCI power module
- Forced air cooling with fan
- Status indicators for Power, HDD, cooling fan etc.

2.3.2 Key board monitor assembly

Monitor : 18.5" or 19" LCD Full HD, 1920x1080 or more, 36 bit Colour
Contrast - 1000:1 or Higher, Brightness - 450 nits or Higher

- Membrane based Keyboard with 84 keys or more.
- Integrated mouse should be available on the keyboard panel (Resistive touch pad type).
- KVM assembly should be of plug & play type.

2.3.3 Connector configuration

- All the connectors to be terminated on the rear side
- Two USB ports are to be terminated on the front panel with cover.

2.4 Software:

- Software support for Linux Operating system.
- Drivers for accessing all the resources in RHEL 7.5 or higher should be provided.
- Test programs along with source code for exercising all the resources to be provided.
- Operating System: Red Hat Enterprise Linux 7.5 or Higher (Workstation Version)

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2.5 Environmental Specifications / Testing:

- One unit is to be selected randomly and batch acceptance tests are to be carried out on this unit as per QA Documents Mentioned in Para 2.6(a,b,c)
- All the tests are under the scope of vendor
- The test facility may be provided by ASL free of cost.
- Arrangement of all test setups, fixtures will be the responsibility of the vendor.

2.6 Inspection & Acceptance: By R&QA, ASL as per the following document nos.

- a. Quality Requirements for cPCI Based Advanced launch Computer, Doc No. ASL/21/R&QA/QAP3/TEMP-8, Rev. No: 00, Dated: 19/06/2020
- b. Quality Assurance Requirements for Series III & II Connectors – Avionic Subsystems, Doc No. ASL/21/R&QA/QAP3/2143, Revision No.: 03, Dated: 27/01/2015
- c. General QR (Mechanical) for Fabrication of Mechanical Components/assemblies for Ground Support Equipments (GSEs), Doc No. ASL/21/R&QA/QAP3/405, Dated: 16/01/2015

2.7 Warranty:

2 years

2.8 Delivery period:

8 months from the date of supply order.

2.9 Place of Delivery, Installation and commissioning:

- a. Place of Delivery: 0208 CH Building, ASL SINT, RCI Campus, Vidyankancha, Hyderabad - 500069
- b. Installation and commissioning to be performed at: ASL SINT, RCI.

2.10 General Notes:

1. The systems should be preloaded with Red Hat Enterprise Linux 7.5 or higher workstation version. All the resources should have software driver compatible with Red Hat Enterprise Linux 7.5 or higher. Source code for all the drivers should be provided. Test programs for testing all the resources should be provided with source code (compatible with RHEL 7.5 or higher). The vendor should demonstrate the functionality of all the resources through the same test programs before the final clearance and acceptance.
2. Slide assembly to be provided along with the units to mount in the rack for display/keyboard assembly and CPU.
3. COC should be supplied, wherever applicable.
4. Systems should be delivered in rugged light weight packaging.

By: [Signature]

3 List of deliverables

Sl. No.	Item	Quantity
1.	cPCI based Advanced Launch Computer	20 Sets
	a. Linux Driver software and sample test programs for all resources	1 Set
	b. Red Hat Enterprise Linux 7.5 or higher Workstation version license media with technical support.	2 Nos.
	c. External USB DVD Drive	5 Nos.
	d. 3 U cPCI XMC Carrier Card	5 Nos.
	e. Display Port to VGA adaptor with Display Port patch cable of length 3m	10 Nos.
	f. VGA Splitter with 8 port for extending VGA output up to 50m	5 Nos.
	g. Cat 6 Gigabit Ethernet cables terminated with RJ45 connectors – 10m length	20 Nos
	h. Cat 6 Gigabit Ethernet cables terminated with RJ45 connectors – 5m length	20 Nos

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