Ministry of Defence Department of Defence [Acquisition Wing Secretariat]

Subject: Amendment to the Defence Acquisition Procedure (DAP) 2020.

With a view to simplifying the processes for enhancing efficiency and reducing timelines in Defence Capital Acquisitions, the following amendments are made in DAP 2020 on account of Business Processing Re-engineering in defence capital procurements with approval of the Defence Acquisition Council (DAC):

- (i) Indigenous Content (IC) Proforma: Amendment to Para 1, Annexure I to Appendix B, Chapter I
- (ii) Counter Guarantee by Indian Banks for Foreign Bank Guarantee: Amendment to Para 1.4.1 (Foreign Seller) of Article 1 (Scope of Contract), Chapter VI (Standard Contract Document)
- (iii) Scaling and Quantity Vetting in Make I & Make II Cases: Amendment to Para 19 (c) of Chapter III
- (iv) Trial Directive Timeline: Amendment to Para 69 of Chapter II
- (v) Applicability of Offsets: Amendment to Appendix E to Chapter II, Para 2.3
- (vi) Revision in AON According Authority for OCPP Cases: Amendment to Para 9 of Chapter X
- 2. Apart from the above, a few syntax/ typographical corrections have also been made in DAP 2020.
- 3. A summary of changes made in DAP 2020 are attached at Appendix A & B.
- 4. The above amendments will be applicable with immediate effect.

5.	The	revised	DAP	2020	incorporating	these	changes	has	been	uploaded	on	MoD
website.										1 (10	

Encl. As above.

(V.K. Adhana) Director (Acq)

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CISC

VCOAS

VCNS

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JS&AM(LS)

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ADG Acq Tech (M&S)

ADG Acq Tech (Air)

FM(LS)

FM(MS)

FM(Air)

MoD ID No. 1(8)/D(Acq)/21 dated 11.11.2021

Copy to:

- (i) PS to RM
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(Refers to Para 3)

SUMMARY

BUSINESS PROCESS RE-ENGINEERING PHASE -I: DAP 2020

.2	:	Z
Counter Guarantee by Indian Banks for Foreign Bank Guarantee: Amendment to Para 1.4.1 (Foreign Seller) of Article 1 (Scope of Contract), Chapter VI (Standard Contract Document), Page	Indigenous Content (IC) Proforma: Amendment to Para 1, Annexure I to Appendix B, Chapter I, Page 18	Name of Case
any Indian Public or Private Scheduled Commercial Bank (as notified by RBI) or First Class banks of international repute whose details have to be furnished in the Commercial bid. In case of International banks, the Buyer reserves the right to consult Parliament Street branch of State bank of India, New Delhi or any other Public or Private Sector Bank and as per their recommendations seek confirmation of Bank Guarantee(s) by counter Guarantee by an Indian Bank at Seller's cost.	Para 1, Annexure I to Appendix B, Chapter I, Page 18. 'Foreign Content (FC) including Custom Duties'.	FOR
Indian Public or Private Scheduled Commercial Bank (as notified by RBI) or First Class banks of international repute whose details have to be furnished in the Commercial bid. In case of International banks, the Buyer reserves the right to consult Parliament Street branch of State bank of India, New Delhi or any other Public or Private Sector Bank and as per their recommendations seek confirmation of Bank Guarantee(s) by counter Guarantee by an Indian Bank at Seller's cost on whether to get the BG of the foreign bank confirmed, and as per their advice, seek confirmation of Bank Guarantee(s) by counter Guarantee by an Indian Public or Private scheduled commercial bank at seller's cost.	Para 1, Annexure I to Appendix B, Chapter I, Page 18. 'Foreign Content (FC) excluding Custom Duties'.	NEAD

4.	
Trial Directive Timeline : Amendment to Para 69 of Chapter II, Page 45.	Scaling and Quantity Vetting in Make I & Make I & Make I & Make III Cases : Amendment to Para 19 (c) of Chapter III, Page 327
compliant vendors, will formulate a detailed Trial Directive in conformity with the Trial Methodology given in the RFP. The Trial Directive must specify the fundamental points that need to be addressed for validation of RFP parameters in terms of 'Compliance cum Responsibility Matrix'. Parameters not mentioned in the RFP will not be included in the Trial Directive and no variation to the SQRs will be introduced in the parameter must be fixed for a single agency. Trial Directive, would also list out exact location and detailed trial schedule keeping in mind availability of the requisite infrastructure (ranges/labs), as also readiness of vendors. Parameters/tests acceptable by certification through accredited labs will be clearly specified in the Trial Directive. Respective trial agency, after consultation with SHQ, would however reserve the right to undertake random/sample test to confirm the certified parameters. The nomination of the Trial Wing/Team will also be done in the Trial Directive.	m Order Quantity (MOQ) wommitted, keeping in mind f the identified project at er the successful developmen
compliant vendors, will formulate a detailed Trial Directive in conformity with the Trial Methodology given in the RFP. Trial directive will be issued within two weeks post approval of TEC report . The Trial Directive must specify the fundamental points that need to be addressed for validation of RFP parameters in terms of 'Compliance cum Responsibility Matrix'. Parameters not mentioned in the RFP will not be included in the Trial Directive and no variation to the SQRs will be introduced in the compliance matrix. Responsibility for testing each parameter must be fixed for a single agency. Trial Directive, would also list out exact location and detailed trial schedule keeping in mind availability of the requisite infrastructure (ranges/labs), as also readiness of vendors. Parameters/tests acceptable by certification through accredited labs will be clearly specified in the Trial Directive. Respective trial agency, after consultation with SHQ, would however reserve the right to undertake random/sample test to confirm the certified parameters. The nomination of the Trial Wing/Team will also be done in the Trial Directive.	xclusively commit xclusively commit lity of the identificancessful developm asses of new equipasses of

	6.	5.
	Revision in AoN According Authority for OCPP Cases: Amendment To Para 9 of Chapter X, Page 590	Applicability Offsets Amendment Appendix-E Chapter II, 2.3, Page 109
		of : to to Para
CFA). These cases will not be processed through SPB/DPB/DAC. Non-delegated power cases will be processed through MoD, Acquisition Wing in consultation with MoD (Finance), while delegated power cases will be processed by SHQs in consultation with PIFA/IFA of CFA. Quantity vetting where applicable would be carried out by FMs or PIFA/IFA of CFA as the case may be, as per SOP promulgated by MoD (Finance) based on scaling orders.	. 62 1, 10 11, 11	Para 2.3. "The DAC may consider partial or full waiver of Offset clause. In case of a waiver for a particular acquisition case, eligible/ selected Indian Vendors need to be exempted from the corresponding IC stipulation".
submitted by SHQs on the for approval of the according authority. These cases will not be processed through SPB/ DPB/ DAC. Non-delegated power cases will be processed through MoD, Acquisition Wing in consultation with MoD (Finance), while delegated power cases will be processed by SHQs in consultation with PIFA/IFA of CFA. Quantity vetting where applicable would be carried out by FMs or PIFA/IFA of CFA as the case may be, as per SOP promulgated by MoD (Finance) based on scaling orders.	9. <u>AoN</u> . After the scheduled plan of such proposals/ schemes is approved under AAP, individual cases will be processed by the SHQs for grant of AoN (inclusive of 25% flexibility). The AoN According Authority will be the CFA as defined in Para 5 for the cases valued upto Rs. 500 Cr and RM for cases beyond Rs 500 Cr. All proposals for grant of AoN will be processed and	Para 2.3. Nil.

Appendix B (Refers to Para 3)

TYPOGRAPHICAL, REFERENCING AND SYNTAX ERRORS: (REFERENCE CH-I, PARA 34, PAGE 12 OF DAP 2020)

ည	4,	ယ	5		Ser
Pg 35, Para 42(d)	Pg 32, Para 32	Pg 27, Para 15	Pg 17, Para 16	Foreword	Para Ref
42(d) Commercial Requirements. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	32. Turnkey Projects. XXXXXXXX. SOP for undertaking Turnkey Projects has been promulgated vide MoD ID No. 3(65)/D(Acq)/14 dated 17 April 2014 and the same would be followed as amended from time to time.	Draft to all IDS, (QA) sation, essary their	the MoD can Paragraphs 13 Vendor.	The Defence Acquisition Procedure (DAP) XXXXXX, creation of intellectual capital as well as argumentation of defence production facilities within the country XXX.	FOR
42(d) Commercial Requirements. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	32. Turnkey Projects. XXXXXXXXX SOP for undertaking Turnkey Projects has been promulgated vide MoD ID No. 3(65)/D(Acq)/14 dated 17 October 2014 and the same would be followed as amended from time to time.	15. SQR Formulation . XXXXXXXX. Draft SQRs would be circulated by SHQ to all external stakeholders to include HQ IDS, DRDO, DDP, Quality Assurance (QA) agencies, Directorate of Standardisation, Acquisition (Technical) Wing and any other necessary department for obtaining their views/comments.	(XX. In such cases, the MoD can take steps as per Paragraphs 14 and 15 inst the Prime Vendor.		
* Reference correction.	* Reference correction.	nomenciature correction.	* Reference correction.	* Typographical correction.	Remarks

14.	13.	12.	그 그	10.	.9	œ	7	Ser
Pg 164, Column Heading.	Pg 158, Appendix K to Chapter II	Page 123, Para (b)	Pg 108, Appendix E to Chapter II	Pg 81, Para 6(a).	Pg 62, Para 136 & 137	Pg 61, Para 135	Pg 58, Para 119	Para Ref
Time Line as per DPP (in weeks) Time Line as per DPP (Cumulative Time-in weeks)	Appendix K to Chapter II (Refers to Paragraph 123 of Chapter II)	(b) XXX XXXX The Seller clearly understands and agrees to the Offset Clause given in the RFP and the Defence Offset Guidelines at Appendix E of Chapter II of DPP , referred to as the Defence Offset guidelines.	Appendix E to Chapter II (Refer to Paragraph 28 of Chapter II)	6(a). Buy (Indian-IDDM), Buy (Indian), Buy & Make (Indian), Buy & Make, Buy (Global – Manufacture in India), Buy (Global), 'Make' with justification. XXX.	136. XX. 137. XXXXX.	135. XXX.	119. Pre Contract Integrity Pact (PCIP). XXX. Format of the PCIP is as given at Annexure I to Appendix M of Schedule I. XXXXXXXX.	FOR
Time Line as per DAP (in weeks) Time Line as per DAP (Cumulative Time-in weeks)	Appendix K to Chapter II (Refers to Paragraph 122 of Chapter II)	(b) XXX XXXX The Seller clearly understands and agrees to the Offset Clause given in the RFP and the Defence Offset Guidelines at Appendix E of Chapter II of DAP 2020 , referred to as the Defence Offset guidelines.	Appendix E to Chapter II (Refer to Paragraph 29 of Chapter II)	6(a). Buy (Indian-IDDM), Buy (Indian), Buy & Make (Indian), Buy & Make, Buy (Global – Manufacture in India), Buy (Global), 'Make' with justification. XXX.	133. XX 134. XXXXX	132. XXX.	ontract Integrity Pact (PCIP). XXX. le PCIP is as given at Annexure I to of Schedule I. XXXXXXX.	
* Typographical correction.	correction.	correction.	correction.	correction.	* Typographical correction.	* Typographical correction.	* Reference correction.	Remarks

15. No
Para Ref Pg 174, Para 8
8. Indigenous Content. XXXX. In addition, reporting requirements for prime (main) Bidders (and for sub-contractors/ suppliers/technology partners reporting to higher stages/tiers) shall be as prescribed under Para 4 to 6 of Appendix B to Chapter I of DAP 2020 (or as approved by AoN according authority). The right to audit Bidder/ sub-contractors/ suppliers/ technology partners shall vest in the Ministry of Defence as prescribed under Para 9; and aspects of delivery, certification, payments, withholding of payments and imposition of penalties shall be as prescribed under Para 10 to 14 thereof. Furthermore, Bidders in 'Buy (Indian IDDM)', 'Buy (Indian)', 'Buy and Make (Indian) and Buy (Global-Manufacture in India) and Buy (Global) (for Indian vendors) will be required to submit their indigenisation plan in respect of indigenous content as stipulated in Para 4 to 6 of Appendix B to Chapter I and Para 39 of Chapter II of DAP 2020. XX.
READ 8. Indigenous Content. XXXX. In addition, reporting requirements for prime (main) Bidders (and for sub-contractors/ suppliers/technology partners reporting to higher stages/tiers) shall be as prescribed under Paras 4 to 7 of Appendix B to Chapter I of DAP 2020 (or as approved by AoN according authority). The right to audit Bidder/ sub-contractors /suppliers/ technology partners shall vest in the Ministry of Defence as prescribed under Para 10; and aspects of delivery, certification, payments, withholding of payments and imposition of penalties shall be as prescribed under Paras 11 to 15 thereof. Furthermore, Bidders in 'Buy (Indian IDDM)', 'Buy (Indian vendors) will be required to submit their indigenisation plan in respect of indigenous content as stipulated in Paras 4 to Chapter II of DAP 2020. XX.
*Reference correction.

20.	19.	18.	17.		16.	Ser No
Pg 237, Para 9	Pg 204 Para Reference Head	Pg 202, Para Reference Head	Pg 200, Para 3(a).		Pg 180, Para 30.	Para Ref
9. Project Organisation Structure. This section should highlight the Bidder's organisation structure for the project implementation and define the specific organizational elements within this structure that would interfere with the Gol, SHQ and other Indian Production Agency during the program execution.	(Refers to Para 3(c) of Appendix D)	(Refers to Para 3(b) of Appendix D)	(a) XXX. Exact date as calculated and given in the RFP or intimated later by the Technical Managers will be binding. These offset offers would have to be submitted together in two separate sealed covers to the Technical Manager at the following address:-	O/o Technical Manager (Land Systems) Room No 30, D-II Wing Sena Bhawan As applicable New Delhi-110011 Fax No: 23792414	30. Submission of Bids. XXXXX.	<u>FOR</u>
9. Project Organisation Structure. This section should highlight the Bidder's organisation structure for the project implementation and define the specific organizational elements within this structure that would interface with the Gol, SHQ and other Indian Production Agency during the program execution.	(Refers to paras 3(c) and 3(d) of Appendix D)	(Refers to paras 3(b) and 3(d) of Appendix D)	(a) XXX. Exact date as calculated and given in the RFP or intimated later by the ADGs Acquisition Technical will be binding. These offset offers would have to be submitted together in two separate sealed covers to the ADGs Acquisition Technical at the following address:-	O/o ADG Acquisition Technical (Army) Room No 30, D-II Wing Sena Bhawan As applicable New Delhi-110011 Fax No: 23792414	30. Submission of Bids. XXXXX.	READ
correction.	* Reference correction.	* Reference correction.	* Nomenclature correction.		* Nomenclature correction.	Remarks

26. F	25. F	24. F	23. F	22. F	-	Ser
Pg 283, Para 3(a) & 3(b)	Pg 282, Para 2(a) & 2(b).	Pg 267, Para 3	Pg 263,Para 1.5.10	Pg 257, 1.3/1.3.1	Pg 239 P Reference Head	Para Ref
(a) &	(a) &		5.10	Para	Para	
3(a) 10% of the total contract price 3(b) 5% of the total contract price (Remarks : In case this stage is not required, 15% of total contract price can be made on signing of contract.)	ontract price tal contract price this stage is not contract price can contract.)	3. Additional Bank Guarantee in Case Where Essential Parameters-B are Incorporated XXX. The prescribed format of the Performance-cum-Warranty bank Guarantee is placed at Annexure V to Appendix M. XXXXXX.	1.5.10 Exchange Rate Variation. Exchange Rate variation shall be applicable for Rupee contracts with Indian Vendors, based on RFPs issued under all categories of capital acquisitions mentioned at Para 6 to 11 of Chapter I of DAP. XXXX.	1.31. Total Contract Price. XXX.	(Refers to Para 42 of Schedule I)	FOR
3(a) 10% of the base contract price 3(b) 5% of the base contract price (Remarks: In case this stage is not required, 15% of base contract price can be made on signing of contract.)	2(a) 10% of the base contract price 2(b) 5% of the base contract price (Remarks : In case this stage is not required, 15% of base contract price can be made on signing of contract.)	Where Essential Parameters-B are Incorporated XXX. The prescribed format of the Additional Bank Guarantee is placed at Annexure V to Appendix M. XXXXXXX.	1.5.10 Exchange Rate Variation. Exchange Rate variation shall be applicable for Rupee contracts with Indian Vendors, based on RFPs issued under all categories of capital acquisitions mentioned at Para 8 to 12 of Chapter I of DAP. XXXX.	Total Contract Price. XXX.	(Refers to paras 42 and 43 of Schedule I)	READ
* Typographical correction.	* I ypographical correction.	* Typographical correction.	correction.	correction.	* Reference correction.	Remarks

<u>သ</u>	30.	29.	28.	27.	Ser
Pg 422, Para 11.2.	Pg 400, Para 1.	Pg 382, Chapter IV, Para 37.	Pg 361, Para 1(a).	Pg 290 and 291 Para 1.2.3 & 1.2.4 & 1.3.1 & 1.3.2	Para Ref
11.2. Port Consignee. (a) Equipment. (Concerned Embarkation HQ) (b) Ammunition.	1. This Contract is made on this day, the (date) day of (Month & Year) in New Delhi, between the President of India represented by the Additional Director General Acquisition (Army/ Air Force/ Maritime & Systems)/ Major General & equivalent, Service Headquarters/ Coast Guard, Ministry of Defence, Government of India, XXXXXXXXX		(a) Provisional Service Qualitative Requirements (PSQRs).	sourced from common single source in accordance with Para 109 of Chapter II of DAP-20.	<u>FOR</u>
11.2. Port Consignee. (Concerned Embarkation HQ) (a) Equipment. (b) Ammunition.	1. This Contract is made on this day, the (date) day of (Month & Year) in New Delhi, between the President of India represented by the Joint Secretary & Acquisition Manager (Land System /Air Force/ Maritime & Systems)/ Major General & equivalent, Service Headquarters/ Coast Guard, Ministry of Defence, Government of India, XXXXXXXXXX	37. In cases where procurement is undertaken from OFB/DPSU and in Single Vendor Cases, on recommendation of Contract Negotiation Committee , a Costing Committee will be constituted by DDP to carry out pricing of the equipment.	(a) Preliminary Service Qualitative Requirements (PSQRs).	sourced from common single source in Reference accordance with Para 107 of Chapter II of DAP-correction.	
* Typographical correction.	* Typographical correction.	correction.	* Typographical correction.	correction.	Remarks

35.	34.	33.	33 23	Ser No
Pg 438, Para 31A.2(c)	Pg 429, Article 22	Pg 424	Pg 424, Para 12.5	Para Ref
(c) To design, develop and produce general purpose trainers, simulators and associated equipment with respect to Articles for own use with respect to Articles for own use;	[Clause 22.1 and 22.7 are applicable for all cases. For Turn-key cases where milestone payments are involved, inclusion of Clauses 22.2 to 22.5 may be considered as necessary]	13.4 Part shipment of goods is permitted.	12.5 In case of termination, for reasons specified in Clause 22.1, read with Clause 22.2 to 22.5 of this Contract (which are applicable for Turnkey Projects where milestone payments are involved), the title of the partially built Goods shall be transferred to the BUYER in accordance with the procedure laid out at Clause 22.2 to 22.5, if the BUYER exercises discretion to take over partially built Goods as per Clause 22.2.	FOR
(c) To design, develop and produce general purpose trainers, simulators and associated equipment with respect to Articles for own use respect to Articles for own use.	[Clause 22.1 and 22.7 are applicable for all cases. For Turn-key cases where milestone payments are involved, inclusion of Clauses 22.2 to 22.6 may be considered as necessary]	13.3 Part shipment of goods is permitted.	12.5 In case of termination, for reasons specified in Clause 22.1, read with Clause 22.2 to 22.6 of this Contract (which are applicable for Turnkey Projects where milestone payments are involved), the title of the partially built Goods shall be transferred to the BUYER in accordance with the procedure laid out at Clause 22.2 to 22.6, if the BUYER exercises discretion to take over partially built Goods as per Clause 22.2.	READ
* Repeated text deleted. * Typographical correction.		* Reference correction.		Remarks

38.	37.	30 50	Ser
Pg 543, Para 12	Pg 459 , Para 1.	Pg 447, Para 2.1.1(a) & (b) and Para 2.1.2(a) & (b).	Para Ref
12. For Management Information Systems, bespoke/ customized software and Enterprise wide solutions, Vulnerability Assessment will be undertaken by a CERT-IN empanelled vendor or Info Security agencies/ dept of the respective Services and the same will be included in the RFP.	1. Whereas President of India XXXXXXX is 5% of the Base Contract Price to cover 5% of Total Contract Price (including taxes and duties) each for Performance and Warranty in sequence, to secure its obligations towards Performance-cum-Warranty to the BUYERs.	2.1.1 (a) 10% of the total contract price 2.1.1 (b) 5% of the total contract price (Remarks: In case this stage is not required, 15% of total contract price can be made on signing of contract.) 2.1.2 (a) 10% of the total contract price 2.1.2 (b) 5% of the total contract price (Remarks: In case this stage is not required, 15% of total contract price can be made on signing of contract.)	FOR
12. For Management Information Systems, bespoke/ customized software and Enterprise wide solutions, Vulnerability Assessment will be undertaken by a CERT-IN empanelled vendor or Info Security agencies/ directorates of the respective Services and the same will be included in the RFP.	1. Whereas President of India XXXXXXX is *Typograp 5% of the Base Contract Price to cover-5% of correction. Total Contract Price (including taxes and duties) each for Performance and Warranty in sequence, to secure its obligations towards Performance-cum-Warranty to the BUYERs.	2.1.1 (a) 10% of the base contract price 2.1.1 (b) 5% of the base contract price (Remarks: In case this stage is not required, 15% of base contract price can be made on signing of contract.) 2.1.2 (a) 10% of the base contract price 2.1.2 (b) 5% of the base contract price (Remarks: In case this stage is not required, 15% of base contract price can be made on signing of contract.)	READ
* Abbreviation expanded.	* Typographical correction.	correction.	Remarks

44.	43.	42.				41.			40.	39.	Ser No
Pg 645, Stage I	Pg 597, Para 22(d)(i)	Pg 595, Para 16			1	Pg 595 Para 13.		Para 1	Pg 593	Pg 548, Heading.	Para Ref
On signing of the Contract (10% of Contract of the cost)		16. XXXXXXXXX. However, the attention of vendors may be drawn to Para 106-107 of Chapter II regarding negotiation with L2 vendors. XX.	Authority i.e concerned directorate in the SHQ. XXX.	are kept in a sealed envelope under lock	Advance payment, PWBG, and Additional Bank Guarantee for Essential parameters-B	13. The Bank Guarantee for IPBG,	with Contracts for the purpose of execution of Contracts.	Acceptance (LOA) with the US government and other IGA are also to be treated at par	1. A contract XXXXX. In cases of Letter of	QUALITY BASED SELECTION (QCBS)	FOR
On signing of the Contract (10% of Contract of the Cost)	(i) Pre Contract. XXXXXXX. However, the attention of vendors may be drawn to Para 104-105 of Chapter II regarding negotiation with L2 vendors. XX.			parameters-B are kept in a sealed envelope under lock and key with the Contract Executing		PARTICE. IFBG,		government and other IGA are also to be treated	1. A contract XXXXX. In cases of Letter of		READ SELECTION
correction.		correction.			COLLECTION	correction	* H. S.		, lypographical	correction.	* Tynographical