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सत्यमेव जयते
Ministry of Defence
Government of India

REQUEST FOR PROPOSAL

BY

MINISTRY OF DEFENCE

GOVERNMENT OF INDIA

**FOR PROCUREMENT OF QUANTITY ONE (01) AIR CONDITIONED MOBILE BLOOD
COLLECTION VAN THROUGH FAST TRACK
PROCEDURE UNDER EMERGENCY PROCUREMENT**

CATEGORY: BUY (INDIAN-IDDM)

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The contents of this RFP must not be disclosed to unauthorised persons and
must be used only for the purpose of submission of Bids.

This document contains 63 pages including cover page and Appendices.

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File No: B/73132/MBTV/DGMS-3C
Directorate General of Medical Services
(Army)
Integrated Head Quarters of MoD (Army)
Room No – 324, 3rd Floor, 'A' Block,
Defence Offices Complex
KG Marg, New Delhi-110011

23 Jan 2023

To

**REQUEST FOR TECHNICAL AND COMMERCIAL PROPOSAL FOR PROCUREMENT OF
QUANTITY ONE (01) AIR CONDITIONED MOBILE BLOOD COLLECTION VAN
THROUGH FAST TRACK PROCEDURE UNDER EMERGENCY PROCUREMENT
CATEGORY: BUY (INDIAN-IDDMM)**

Dear Sir/Madam,

1. The Ministry of Defence, Government of India, intends to procure **One (01) Numbers Air Conditioned Mobile Blood Collection Van** through Fast Track Procedure under Emergency Procurement and seeks participation in the procurement process from prospective Bidders subject to requirements in succeeding paragraphs.

Synopsis

2. **Broad Description of Equipment/System.** The Air Conditioned Mobile Blood Collection Van comprises of following :-

- (i) Spacious registration table with rotating chairs for donor registration, donor interaction and donor medical checkup.
- (ii) Donation area must have two comfortable couches for comfortable utility and phlebotomy and space for placing oxygen cylinder with accessories.
- (iii) Post donation care area for donors to relax must be spacious and must have pantry area with wash basin and water storage unit.

3. The salient aspects and timelines of the acquisition are tabulated below. In case of any variation in the details furnished below or in any Annexures(s) with that mentioned in the RFP, information furnished in the main body of the RFP at referred Paragraph is to be followed.

Ser No.	Description	Details	Reference Para of the RFP
(a)	Equipment/System required	Air Conditioned Mobile Blood Collection Van	Heading and Para 1 of covering letter
(b)	Quantity Required	One (01)	Heading and Para 1 of covering letter
(c)	Categorisation of Procurement	Buy (Indian-IDDMM)	Heading and Para 1 of covering letter
(d)	Minimum IC Content required	≥50%	Para 7 of RFP
(e)	Place(s) of Delivery	CVD, Delhi Cantonment	Para 1.1.1 of Appx H
(f)	Warranty Period	-Fabricated Body: 01 year - Medical Equipment: 05 years - Base Vehicle: 01 years or by OEM	Para 11 of RFP
(g)	CMC Period, if any	- Fabricated Body: 09 years - Medical Equipment: 05 years	Para 30 of RFP
(h)	EMD Amount	Nil	
(j)	Last date for submission of Pre-bid queries	28 Jan 2023 (Saturday)	Para 18 of RFP
(k)	Date and time for Pre-bid meeting	02 Feb 2023 (Thrusday), 1430 hrs	Para 19 of RFP
(l)	Last date and time for Bid Submission	06 Feb 2023 (Monday), 1700 hrs	Para 20 of RFP

4. **Special features of the RFP.** The procurement case is processed under Buy (Indian-IDDMM) category as per Para 8 of Chapter I and through Fast Track Procedure of Chapter V of DAP-2020. The procurement is being carried out through Open Tender Enquiry.CMC to be provided by Bidder for Medical Equipment and Fabricated Body, post warranty. Demonstration of the Equipment to be carried out on 'No Cost No Commitment' basis at Delhi by the Empowered Committee (EC). **Delivery of equipment contracted shall be completed within 12 months from the date of signing of contract.**

5. This Request for Proposal (RFP) consists of following four parts:-

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6. The Government of India invites responses to this request only from Original Equipment Manufacturers (OEM) or Authorised Vendors or Government Sponsored Export Agencies (applicable in the case of countries where domestic laws do not permit direct export by OEM) subject to the condition that in cases where the same equipment is offered by more than one of the aforementioned parties, preference would be given to the OEM.

7. The end user of the equipment is the **Indian Army**.

8. This RFP is being issued with no financial commitment; and the Ministry of Defence reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the procurement case at any stage. The Government of India also reserves the right to disqualify any Bidder should it be so necessary at any stage on grounds of National Security.

9. In addition to various Appendices and their Annexures, attached with this RFP, reference to various paragraphs of DAP-2020 has been made in the RFP. The DAP -2020 is an open domain document that is available at Gol, MoD website www.mod.nic.in.

Yours faithfully



(CG Muralidharan)
Major General
Chairman
Empowered Committee

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Disclaimer

This RFP is neither an agreement and nor an offer by the MoD to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the MoD in relation to the Project. This RFP document and any assumptions, assessments and statements made herein do not purport to contain all the information that each Bidder may require. The Bidder shall bear all its costs associated with or relating to the preparation and submission of proposal pursuant to this RFP. Wherever necessary, MoD reserves the right to amend or supplement the information, assessment or assumptions contained in this RFP. The MoD reserves the right to withdraw the RFP or foreclose the procurement case at any stage. The issuance of this RFP does not imply that the MoD is bound to shortlist a Bidder for the Project. The MoD also reserves the right to disqualify any Bidder should it be so necessary at any stage on grounds of National Security.

PART I – GENERAL REQUIREMENTS

1. This part consists of the general requirement of the Goods (also referred as equipment/systems/deliverables) and Services, hereafter collectively referred as 'Deliverables', the numbers required, the time frame for deliveries, conditions of usage and maintenance and warranty/guarantee conditions, etc. It includes the procedure and the date & time for submission of bids.

Non-Disclosure

2. The Bidding documents, including this RFP and all attached documents provided by the MoD, are and shall remain or become the property of the MoD. These are transmitted to the Bidders solely for the purpose of preparation and the submission of a proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their proposal. The provisions of this Para shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the MoD will not return to the Bidders any proposal, document or any information provided along therewith (except unopened Commercial Bid as relevant).

3. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process, or concerning the Bidding Process. The MoD will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. MoD may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or MoD or as may be required by law or in connection with any legal process.

4. **Confidentiality of Information.** No party shall disclose any information to any 'Third Party' concerning the matters under this RFP generally. In particular, any information identified as 'Proprietary' in nature by the disclosing party shall be kept strictly confidential by the receiving party and shall not be disclosed to any third party without the prior written consent of the original disclosing party. This clause shall apply to the sub-contractors, consultants, advisors or the employees engaged by a party with equal force.

Business Eligibility

5(a). **Undertaking by Bidders.** The Bidder will submit an undertaking that they are currently not banned / debarred / suspended from doing business dealings with Government of India / any other government organisation and that there is no investigation going on by MoD against them. In case of ever having been banned / debarred / suspended from doing business dealings with MoD/any other government organization, in the past, the Bidder will furnish details of such ban / debarment alongwith copy of government letter under which this ban / debarment / suspension was lifted / revoked. The Bidder shall also declare that their sub-contractor(s)/supplier(s)/technology partner(s) are not Suspended or Debarred by Ministry of Defence. In case the sub-contractor(s)/supplier(s)/ technology partner(s) of the Bidder are Suspended or Debarred by Ministry of Defence, the Bidder shall indicate the same with justification for participation of such sub-contractor(s)/supplier(s)/ technology partner(s) in the procurement case.

5(b). Subsequent to submission of bids if any sub-contractor(s)/supplier(s)/technology partner(s) of the Bidder is Suspended or Debarred by Ministry of Defence, the Bidder shall intimate the Ministry of Defence regarding Suspension or Debarment of its sub-contractor(s)/supplier(s)/technology partner(s) within two weeks of such order being made public.

6. **Pre-Qualification Criteria.** The detailed Pre-Qualification criteria for the Bidders for participation in the instant procurement case are placed at **Appendix L** to this RFP. All Bidders are to submit details as per the criteria along with the Technical Bids. These would be evaluated by the Empowered Committee or the representatives nominated by the Empowered Committee.

7. **Indigenous Content.** For the purposes of this RFP and the acquisition contract (if any) signed by the Ministry of Defence with a successful Bidder, indigenous content shall be as defined under **Para 8 of Chapter I** and **Para 1 of Appendix B to Chapter I** of DAP2020. 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 7 of Appendix B to Chapter I** of DAP2020. The right to verification of 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 **Para 11 to 15** thereof. Furthermore, Bidders in 'Buy (Indian IDDM)' (for Indian vendors) will be required to submit their indigenisation plan in respect of indigenous content as stipulated in **Para 4 to 7 of Appendix B to Chapter I** of DAP 2020. The DAP2020 is available at MoD, Gol website (www.mod.nic.in) for reference and free download.

8. **Year of Production.** Deliverables [platforms (including major equipment)/equipment/systems] supplied under the contract should be of latest manufacture i.e manufactured after the date of Contract with unused components/assemblies/sub-assemblies, conforming to the current production standard and should have 100% of the defined life [other than permitted running hours during assembly] at the time of delivery. Deviations, if any, should be clearly brought out by the Bidder in the Technical Proposal.

9. **Delivery Schedule.** The delivery schedule of all deliverables along with the relevant payment stages is specified at **Annexure V to Appendix H.**

10. Once the contract is concluded and the delivery schedule is established, the Bidder shall adhere to it and ensure continuity of supply of deliverables and their components under the contract.

11. **Warranty.** The deliverables supplied shall carry an **onsite Comprehensive Warranty** as mentioned below:-

- (a) Fabricated Body – 01 Year.
- (b) Medical Equipment – 05 Years.
- (c) Base Vehicle – 01 Year.

11(a) . Commencement of warranty will be from the date of acceptance post JRI of complete equipment. The cost towards all scheduled servicing during warranty period shall be borne by the Seller to include consumables, spares, labour, oils, greases and lubricants etc. Warranty

Clause is given at **Appendix C** to this RFP. **The terms and conditions of warranty and OEM/ Seller Contact Details including phone number and email should be mentioned in the User Hand Book (UHB). The date from which warranty is applicable (duly endorsed by representative of both Buyer & Seller) should be mentioned in respective log book and User Hand Book of the main equipment and accessories.**

12. **In Service Life.** The In Service Life of the Air Conditioned Mobile Blood Collection Van is not less than **10 years** and shall be stipulated in the offer. The Bidder is required to give details of reliability model, reliability prediction and its validation by designer/manufacturer to ensure reliability of stores throughout Service life. The efficacy of reliability model/prediction/validation would be verified during demonstration as indicated in **Para24** of this RFP.

13(a). **Product Support.** The Bidder would be bound by a condition in the contract that he is in a position to provide product support in terms of maintenance, materials and spares for a minimum period of **10years**. Even after the said mandatory period, the Bidder would be bound to give at least two years notice to the Government of India prior to closing the production line so as to enable a Lifetime Buy of all spares before closure of the said production line. This, however, shall not restrict the Buyer from directly sourcing sub-equipment/sub-assembly and spares from their respective OEMs/sub-vendors on completion of warranty. In case the sub-equipment/sub-assembly/parts require tuning/calibration/integration by the Bidder prior replacement, the same is to be undertaken by the Bidder at fair and reasonable cost, as mutually agreed between Buyer and Bidder. OEM/ Bidder(s) to ensure maximum possible use of oils, lubricants and greases which are indigenously available. Further, the OEM/ Bidder(s) is mandated to share the detailed specifications of oils, lubricants and greases alongwith their sources of supply and contact details of suppliers alongwith technical bid.

13(b). **Codification.** The vendor/ supplier/ seller shall provide NATO Stock Number (NSN) for each of the item/ part/ equipment in the bill of material, MRLS and Jigs/ Fixtures duly linked to the OEM Part No using NATO Codification system (NCS) adopted by DDP/ Dte of Standardisation (DOS) with DoS functioning as National Codification Bureau (NCB), India. In case the NSN number is not available, vendor shall obtain the relevant Technical data and cataloging information and initiate the process for codification in consultation with DoS.

14. **Government Regulations.** It may be confirmed that there are no Government restrictions or limitations in the country of the Bidder or countries from which subcomponents are being procured and/or for the export of any part of the deliverables being supplied.

15. It may be further confirmed that all national and international obligations relevant to transfer of deliverables of the country of the supplier or countries from which parts and components are being procured, have been taken into account for the duration of the contract. Accordingly, thereafter there would be no review, revocation or suppression of Defence export licence and other related clearance issues to the supplier for the contract that could impinge on the continuity of supply of items and their parts or components under the contract.

16. **Patent Rights.** The Bidder should confirm that there are no infringements of any Patent Rights in accordance with the laws prevailing in their respective countries.

17. **Fall Clause.** If the equipment being offered by the Bidder has been supplied/contracted with any organisation, public/private in India, the details of the same may be furnished in the

technical as well as commercial offers. The Bidders are required to give a written undertaking that they have not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid to any other Ministry/Department of the Government of India and if the similar system has been supplied at a lower price, then the details regarding the cost, time of supply and quantities be included as part of the commercial offer. In case of non-disclosure, if it is found at any stage that the similar system or subsystem was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price, will be applicable to the present case and with due allowance for elapsed time, the difference in the cost would be refunded to the Buyer, if the contract has already been concluded.

Bid Timelines

18. Any queries/clarifications to this RFP may be sent to the office address given below by **28 Jan 2023** (Saturday):-

Directorate General of Medical Services (Army)
 Integrated Head Quarters of MoD (Army)
Room No – 324, 3rd Floor, 'A' Block,
Defence Offices Complex
KG Marg, New Delhi-110011
Tele & Fax No: 011-21411813

19. **Pre-Bid Meeting.** A pre-bid meeting will be organised by SHQ at 1430 hrs on **02 Feb 2023** (Thursday) at the address given at **Para 18** above to answer any queries or clarify doubts regarding submission of proposals. The Bidder or his authorised representative is requested to attend. Necessary details may be sent a week in advance to the address given at **Para 18** above, to facilitate obtaining of security clearance.

20. **Submission of Bids.** The Technical and Commercial Proposals should be sealed separately in two separate envelopes clearly indicating Commercial/Technical and **any other Bank Guarantee** as applicable, and then put in one envelope and sealed (**all the envelopes should clearly state the letter No of RFP and the name of equipment and Bidder name**) and submitted to the undersigned at the following address by 1700 hrs on **06 Feb 2023** (Monday), :-

Directorate General of Medical Services (Army)
 Integrated Head Quarters of MoD (Army)
Room No – 324, 3rd Floor, 'A' Block,
Defence Offices Complex
KG Marg, New Delhi-110011
Tele & Fax No: 011-21411813

21. Offer opening by a Offer opening committee nominated by EC will be held at **1430 hrs on 13 Feb 2023 (Monday)** at the same venue as indicated at **Para 20** above. The Bidder or his authorised representative is welcome to be present at the opening of the proposals. Necessary details may be sent atleast one week in advance to facilitate obtaining of security clearance.

PART II – TECHNICAL REQUIREMENTS

22. The second part of the RFP incorporates the aspects of SQRs describing the technical parameters of the proposed equipment, and the environmental parameters for functioning. The operational characteristics and features that should be met by the equipment are elucidated at **Appendix A** to this RFP and the Compliance Table at **Appendix B** to this RFP. The Bidder would be required to offer the equipment for Demonstration on a “No Cost No Commitment” basis.

23. **Operational Characteristics and Features.** The broad operational characteristics and features that are to be met by the equipment are elucidated at **Appendix A** to this RFP.

24. **Technical Offer.** The Technical Offer must enable detailed understanding of the functioning and characteristics of the equipment as a whole and each sub system independently. It must include the performance parameters as listed at **Appendix A** to this RFP and any other information pertaining to the technical specifications of the equipment considered important/ relevant by the Bidder. The technical proposal should also include maintenance schedules to achieve maximum life and expected life of each assembly/subassembly (or Line Replaceable Unit (LRU)/Shop Replaceable Unit (SRU)), storage conditions/environment condition recommended and the resultant guaranteed in-service life.

25. If there is any associated optional equipment on offer that should also be indicated separately along with the benefit that are likely to accrue by procuring such optional equipment. Should the Bidder be contemplating any upgrades or modifications to the equipment being offered, the details regarding these should also be included in the Technical Proposal.

26. **Technical Details.**

(a) The technical details should be factual, comprehensive and include specifications of the offered system/equipment against broad requirements listed in **Appendix A** to this RFP.

(b) Insufficient or incomplete details may lead to rejection of the offer. Mere indication of compliance may be construed as incomplete information unless system’s specific technical details are available in the offer. A format of the compliance table for the technical parameters and other conditions of RFP is attached as **Appendix B** to this RFP.

27. The technical offer should have a separate detachable compliance table as per format given at **Appendix B** to this RFP stating specific answers to all the parameters as listed at **Appendix A** to this RFP. It is mandatory to append answers to all the parameters listed in **Appendix A** to this RFP. Four copies of the Technical Proposal should be submitted (along with one soft copy), however only one copy of the commercial proposal is required.

28 **Malicious Code Certificate (if applicable).** The Bidder is required to submit a ‘**Malicious Code Certificate**’ (only for Electronic items and Software) along with the Technical Proposal. The format is placed at **Appendix D** to this RFP.

29. **Demonstration/Evaluation.** The Bidder is requested to confirm his willingness to provide the equipment for demonstration at Delhi on "No Cost No Commitment" basis. The demonstration/ evaluation will be assessed by Demonstration Evaluation Team comprising of Empowered Committee Members or the representative nominated by the Empowered Committee. **The Empowered Committee, at their own expense, will depute representatives for witnessing the Demonstration. If any part of the demonstration is conducted in the Buyer's facilities, the Bidder shall depute their personnel and equipment at their own expenses and bear the cost of all expenses of the demonstration other than the cost of ranges, platform or facilities which the Buyer may choose to provide free of cost.**

30. **Product Support (CMC).** After induction, the equipment/system would be repaired and maintained as per the repair and maintenance philosophy at **Appendix E** to this RFP. **Post Warranty period the Fabricated Body and Medical equipment will be maintained through CMC (Fabricated Body – 09 (nine) years and for Medical Equipment – 05 (five) years).The details of CMC proposals alongwith accessories covered, must be submitted separately by the Bidder with technical aspects being included in the technical offer and commercial aspects being included in the commercial offer.**

31. **Active Technology Obsolescence Management.** Bidder is to indicate the methodology on how the Bidder intends to undertake Active Obsolescence Management through life cycle of equipment which would include upgradation of system/ subsystem/ units on completion of its fair service life. The Bidder/OEM shall also intimate Buyer on likely technology obsolescence of various sub-assemblies/units/modules of equipment through an Annual Bulletin. In case of impending obsolescence of components, bulletin should specify either alternate item or option for life-time buy as under:-

(a) The Bidder/OEM will notify the Buyer not less than **two years** before the closure of its production line about the intention to close production of equipment for provision of purchasing spare parts, before closure of the said production line.

(b) **Three years** prior to completion of design/service life of equipment, the Bidder/OEM will submit techno-commercial proposal for upgradation of equipment, wherever applicable, to mitigate technology obsolescence and for ensuring product support for entire re-defined life cycle of the equipment.

Evaluation of Technical Offers

32. The Technical Offer submitted by the Bidder will be evaluated by Empowered Committee Members or the representative nominated by the Empowered Committee, to confirm that the equipment being offered meets the Operational Parameters and features as elaborated at **Appendix A**. On Technical evaluation compliance, the Bidder of the short listed equipment would be asked to provide **One (01) Air Conditioned Mobile Blood Collection Van** for demonstration as per Demonstration Methodology given at **Appendix F** to this RFP, at Delhi at 'No Cost No Commitment' basis.

33. Commercial offers will be opened only of Bidders whose equipment is short-listed, after technical **and demonstration evaluation, has been accepted technically**. In other words, the equipment would be required to be demonstrated and found suitable prior to commencement of any commercial negotiations..

Quality Assurance Instructions & Technical Evaluation Plan

34. Guidelines for framing of Draft ATP are given at **Appendix G**. Bidder is to submit a Draft Acceptance Test Procedure (ATP) along with the Technical bid. Based on the draft ATP, the ATP will be finalised by the Buyer's QA agency with Bidder during Contract Negotiation. ATP shall be included in the contract at the time of finalisation with successful bidder. ATP will lay down the tests to be carried out during PDI and JRI. It shall be ensured that there is no repetition of QA tests in PDI and JRI. The JRI would normally be restricted to quantitative checks only, except where check proof is required to be carried out. However, for PDI the quality audit will be the mandatory part of acceptance, as per **Appendix G**. For COTS equipment, Bidder will provide shelf life certification, requisite test reports and certification as per standards of manufacturing by Bidder. The draft ATP will be analysed for adequacy and sufficiency during demonstration. All prerequisite documents and supporting test reports pertaining to equipment under demonstration to be submitted during demonstration.

Painting, Marking and Packaging

35. **Painting**. The weather proofing in terms of paint colour is '**Olive Green (IS 220)**'. Red Cross Mark as per medical vehicle to be marked on the roof and three sides of vehicle.

35A. **Marking of Deliverables**. The Bidder shall ensure that the **Vehicle** is marked clearly and indelibly with non-corrosive paint, as follows: -

'AIR CONDITIONED MOBILE BLOOD COLLECTION VAN'

(a) Ensure that any marking method used does not have a detrimental effect on the strength, serviceability or corrosion resistance of the deliverables.

36. **Packaging of Deliverables**. The Bidder shall pack or have packed the deliverables, (such as Technical Literature/User Hand Book) as applicable:-

(a) In accordance with Level P of DEFSTAN 81-041 (Part 1) or equivalent Military Standard.

(b) To ensure that each deliverable may be transported in an undamaged and serviceable condition.

37. The Bidder shall ensure that each package containing the deliverable is labeled to include:-

(a) The name and address of the consigner and consignee including

(i) The delivery destination/address if not of the consignee

(ii) Transit destination/address (for aggregation/disaggregation, onward shipment etc)

(b) The description and quantity of the deliverables.

(c) The makers part, catalogue, serial, batch number, as appropriate.

(d) The contract number.

- (e) Any statutory hazard markings and any handling markings including the mass of any package which exceeds 3 kgs.

PART III - COMMERCIAL REQUIREMENTS

38. The third part of the RFP consists of the Commercial Clauses and Standard Clauses of contract. The bidders are required to give confirmation of their acceptance of these clauses. The CMC proposal alongwith accessories covered for Fabricated Body and Medical equipment to be provided by the Bidder along with the commercial bid.

Commercial Bid

39. The Bidder is requested to take into consideration the **Commercial Clauses and Payment Terms** given at **Appendix H** to this RFP while formulating the Commercial Offers. The bidders are required to quote their price in Price bid format given in **Appendix J** to this RFP.

40. Commercial offer of the Bidder will be opened only, after compliance of Technical evaluation and demonstration. The Commercial Offer must be firm and fixed and should be valid for at least **Six (06) months** from the last date of bid submission. Seller will take action for revision or extension of bid, as applicable, before expiry of bid.

Commercial Bid Opening

41. The Commercial Offers will be opened by the Empowered Committee and if Bidder desires he may depute his representative, duly authorised in writing, to be present at the time of opening of the offers.

42. The date, time and venue fixed for this purpose will be intimated separately after the evaluations are completed.

43. The Empowered Committee will determine the lowest bidder (L1).

Additional Aspects

44. **Standard Conditions of RFP.** The Government of India desires that all actions regarding procurement of any equipment are totally transparent and carried out as per established procedures. The bidder is required to accept our standard conditions furnished at **Appendix K** to this RFP regarding Agents, penalty for use of undue influence and Integrity Pact, access to books of accounts, arbitration and clauses related to Law. These conditions along with other clauses of the Contract form the Standard Contract Document (as at **Chapter VI** of DAP 2020) indicates the general conditions of contract that would be the guideline for all acquisitions. The draft contract would be prepared as per these guidelines.

45. **Termination Clause.** The Termination Clause in this case will be applicable in the following conditions: -

- (a) The delivery of the equipment is delayed for causes not attributable to force majeure for more than six months after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The 'Buyer' has noticed that the seller has utilised the services of an Agent in getting this contract and paid any commission to such individual/company etc.

PART IV: BID EVALUATION AND ACCEPTANCE CRITERIA

46. A list of documents/details to be submitted along with the bids is placed at **Appendix M** as a reference to help in completeness of bid and meeting the procurement process schedule.
47. The bids shall be unconditional and unqualified. Any condition or qualification or any other stipulation contained in the bid shall render the bid liable to rejection as a non-responsive bid.
48. The bid and all communications in relation to or concerning the bidding documents shall be in English language.
49. **Evaluation and Acceptance Process.**
- (a) **Evaluation of Technical Proposals.** The technical proposals forwarded by the Bidders will be evaluated by Empowered Committee. The Empowered Committee will examine the extent of variations/differences, if any, in the technical characteristics of the equipment offered by various Bidders with reference to the QRs and prepare a "Compliance Statement" for short listing the Bidder. On Technical Evaluation compliance, the Bidder shall be asked to send **One (01) Set of the equipment (refer Para 35 of RFP)** for demonstration/ Evaluation would be conducted for Operational Parameters attach as **Appendix A**. A compliance report will be prepared, giving out the compliance of the demonstrated performance of the equipment vis-à-vis the requirements. The compliance would be determined only on the basis of the parameters specified in the RFP. The Empowered Committee will analyse the demonstration/ evaluation results and shortlist the equipment recommended for introduction into service.
- (b) **Evaluation of Commercial Bid.** The Commercial bids of only those bidders will be opened, whose technical bids have been cleared by Technical evaluation and Demonstration Team. Comparison of bids would be done on the basis of Evaluation criteria given in **Appendix J** to this RFP. The L-1 bidder would be determined by Empowered Committee on the basis of **Appendix J** to this RFP. Only L-1 bidder would be invited for Contract negotiations.
- (c) **Contract Conclusion.** The successful conclusion of Contract Negotiation will be followed by contract conclusion.

Appendix A

(Refers to Para 22,23, 24, 26(a),
27, 32&49 (a) of RFP)

**OPERATIONAL REQUIREMENTS (ORs) FOR AIR CONDITIONED
MOBILE BLOOD COLLECTION VAN**

1. The bidder must submit detailed designs and plans in line with the specified requirements.

2. **BASE VEHICLE:**

Physical Characteristics

- | | | | |
|-----|------------------|---|--|
| (a) | Seating Capacity | - | Minimum 06 personnel incl driver |
| (b) | Braking System | - | Air Brakes |
| (c) | Transmission | - | Manual |
| (d) | Drive System | - | 4x2 |
| (e) | Suspension | - | Independent Front and Rear |
| (f) | Wheeled/Tracked | - | Wheeled |
| (g) | Steering | - | Electronic/Hydraulic Assisted Power Steering |
| (h) | Kerb Weight | - | Less than 12 Ton |
| (j) | Cooling | - | AC system engine driven for driver cabin |

Operational Characteristics

- | | | | |
|-----|--------------------|---|-------------------------|
| (a) | Ground Clearance | - | Not less than 180 mm |
| (b) | Minimum Payload | - | Not less than 4000 Kg |
| (c) | Engine Power | - | Not less than 150 HP |
| (d) | Maximum Speed | - | Not less than 100 KMPH |
| (e) | Operating Range | - | Not less than 800 Km |
| (f) | Gradability | - | Not less than 10 degree |
| (g) | Side Slope | - | Not less than 08 degree |
| (h) | Fordability | - | Not less than 1.5 ft |
| (j) | Operating Altitude | - | Up to 9000 feet/2700m |

- (k) Operating Temperature - Minimum Temperature between 0° to 5°C. Maximum Temperature between 40°C to 45° C.
- (l) Fuel Type - Diesel
- (m) Safety Arrangements - Seat belts with three point harness for all two front facing seats with quick release latch.
- (n) **Accessories** - Accessories as under should be provided with the veh.
 - (i) Spare Tyre - One per vehicle, along with mounts & tyre assembly
 - (ii) Jack - One per vehicle, along with on vehicle mounting kit.
- (o) Length - Not less than 8000 mm
- (p) Height - Not more than 4000 mm
- (q) Width - Not more than 2500 mm

3. **Body/cabin compartment**

- (a) Registration cum Storage compartment for phlebotomy related articles.
- (b) Donation compartment
 - (i) Donation Area (2Couches)
 - (ii) Sampling, Blood storage area
 - (iii) Refreshment Area with sitting bench for 04 persons.
 - (iv) Biomedical Waste Area
 - (v) Underneath Dickey for Storage, Electrical equipment, Generators, UPS, etc.
 - (vi) Storage compartments for expandable/consumable med stores.
 - (vii) Vertical storage rack (min 4 racks) must be placed securely at the back of the bus for storing min 30 blood transportation boxes of 8-16 blood bag capacity.
- (c) AC System for the body with minimum 9 KW cooling capacity.
- (d) **Wiring.** All wires shall be concealed.
- (e) **Electrical distribution points & lighting.**
 - (i) There shall be adequate number of electric points for medical equipment.
 - (ii) There shall be adequate number of lights in cabin, operable on 12 V DC and adequate illumination with proper lux for blood collection procedure.
 - (iii) Internal LED lights in all compartments with proper lux.

- (iv) 220V AC 5/15 Amp and Sockets
- (v) Inverter of 1550 VA capacities with additional backup battery & facility for charging from both 220 V & vehicle alternator.
- (vi) Charging socket (industrial socket male – female) for inverter from 220 VAC with 10 meters of charging lead.
- (vii) Fans DC 8” – 08 pcs
- (viii) Electric protection circuit for both DC & AC supply located in driver compartment for easy accessibility.
- (ix) Split Air Conditioner system to maintain temperature ranging from 15° to 25° C in body cabin/compartment.
- (xi) Silent Gen set 5 KVA for running blood transport refrigerator, split air conditioner and other small equipment.
- (f) **Staircase** The side entrance door for the ACMV will have a foldable/retractable stair case.
- (g) **Fire Extinguisher.** The ACMV should have 3 standard fire extinguishers.
- (h) **Awning (canopy)**
- (i) There must be 2 sturdy and retractable awning with suitable light weight white- coated aluminum structure one on the driver side and one on the co-driver side.
- (ii) The awning shall be motorized in operation based on 12V DC allowing operation for opening and closing of the awnings.
- (iii) The awning must have manual override in case of any fault with motor operation.
- (iv) Dimensions: Breadth = 500 ± 100 cm. Expansion length = 200 ± 100 cm.
- (j) **Miscellaneous:**

Sr. No.	The firm must provide the following	The firm must provide dedicated storage spaces for the following
1	Sun visor for driver seat,	<ul style="list-style-type: none"> • Gloves • Latex-Free Tourniquet • Antiseptics • Disinfectants • Hand Sanitizer
2	Mud flaps,	
3	Wipers,	
4	First Aid Box,	
5	Public Address System,	
6	LED display panel on front and rear side with Display message customizable as per requirement,	<ul style="list-style-type: none"> • Gauze Pads/Cotton Balls • Bandages • Needles • Vacutainers

		<ul style="list-style-type: none"> • Syringes • Anticoagulants • Hand Sanitizer Stand: Donation area (4 Nos.) and Registration area (1 No.). • Wall Mounted Digital Clock
--	--	---

- (k) Equipment Specifications (All mentioned equipment must be from an ISO-13485 certified manufacturer).
- (l) Blood donor couches (2) (electrical operated).
- (m) Blood collection monitors (2).
- (n) Tube sealer (1).
- (o) Weighing scale (1).
- (p) Refrigerated Blood Storage Cabinet - 2 (Total Capacity 200 blood bag).
- (q) Stainless steel waste bin – 3 Nos.
- (r) Mounting of tissue paper dispenser.
- (s) Mounting of hand sanitizer with dispenser 500 ml fitted in each doctor compartment.

Appendix B

(Refers to Para 22, 26(b)&27 of RFP)

COMPLIANCE TABLE

For :Air Conditioned Mobile Blood Collection Van

Ser No	Requirement as per the RFP	Compliance/ Partial Compliance	Indicate references of Paras/Sub Paras of the Main Technical Document
General Conditions of RFP (Para 01 to 49(c))			
Technical Parameters as per Appendix A			
	Operation Characteristics and Features		
Commercial Parameters as per RFP			
	Performance-cum-Warranty Bank Guarantee as per Para 2 of Appendix Hof RFP		
	Advance Payment Bank Guarantee as per Para 1.4.1 of Appendix Hof RFP		

Appendix C
(Refers to Para 11(a) of RFP)

WARRANTY CLAUSE

1. The **SELLER** warrants that the goods/services supplied under this contract conform to technical specifications prescribed and shall perform according to the said Technical Specifications.

2. The **SELLER** warrants for an onsite Comprehensive warranty for a period as mentioned below, from date of acceptance of deliverables post Joint Receipt Inspection, that the goods/stores/ services supplied under this contract and each component used in the manufacture thereof should be free from all types of defects/ failures (including latent and patent defects): -
 - (a) Fabricated Body –01 Year

 - (b) Medical Equipment –05 Years.

 - (c) Base Vehicle – 01 Year.

3. If within the period of warranty, the goods/stores are reported by the **BUYER** to have failed to perform as per the specifications, the **SELLER** shall either replace or rectify the same free of charge, maximum within **30 (Thirty) days** of notification of such defect by the **BUYER** provided that the goods are used and maintained by the **BUYER** as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration **of downtime, if not repaired/ replaced within 30 days**. Record of the down time would be maintained by user in logbook. Spares **and all consumables** required for warranty repairs shall be provided free of cost by **SELLER**. The **SELLER** also warrants that the special oils, lubricants, gas and consumables required for the warranty repair of the equipment shall be provided by the **SELLER** himself. **All activities including diagnosis, rectification, calibration, transportation etc, required for making equipment serviceable and available would be the SELLER's responsibility.** The **SELLER** also under takes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or use by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the **BUYER** and the **SELLER**. The **SELLER** shall intimate the assignable cause of the failures.

4. **SELLER** hereby warrants that necessary cost towards service and repair back up including consumables, spares, labour and oils/lubricants/ greases required for the periodic/ scheduled/ un-scheduled maintenance of the equipment during the warranty period, including routine maintenance beyond Unit Level, shall be borne by the **SELLER**.

- 5(a). If a particular equipment/ goods fails frequently or the cumulative own time exceeds **10%** of the warranty period, then the equipment will be completely replaced free of cost by the **SELLER** within a stipulated period of 60 days of receipt of the notification from the **BUYER**.

5(b).If a common defect is noticed in more than 10% of the quantity of equipment with respect to a particular item/ component/ sub-component, that complete item/ component/ sub-component shall be replaced free of cost by the SELLER within a stipulated period of 60 days of receipt of the notification from the **BUYER** duly modified/ upgraded through design improvement in all equipment supplied/ yet to be supplied and ESP supplied/ yet to be supplied.

6. SELLER shall associate QA of BUYER during warranty repair and shall provide complete details of defect, reasons and remedial actions for averting recurrence of such defects.

7. The seller is also bound to support the Buyer's QA agency for defect investigations beyond the warranty period i.e for the complete life cycle of equipment.

8 The SELLER warrants that the goods supplied will conform to the Temperature and Humidity conditions as mentioned at Appendix A to RFP.

9. The terms of warranty and OEM/ Seller Contact Details including phone number and email should be mentioned in the User Hand Book (UHB). The date from which warranty is applicable (duly endorsed by representative of both Buyer & Seller) should be mentioned in respective log book and User Hand Book of the main equipment and accessories.

Appendix D
(Refers to Para 28 of RFP)

CERTIFICATE: MALICIOUS CODE
(To be rendered on the Company Letter head)

1. This is to certify that the Hardware and the Software being offered, as part of the Contract, does not contain embedded malicious code that would activate procedures to:-

- (a) Inhibit the desired and designed function of the equipment.
- (b) Cause physical damage to the user or equipment during the exploitation.
- (c) Tap information resident or transient in the equipment/networks.

2. The firm will be considered to be in breach of the procurement contract, incase physical damage, loss of information or infringements related to copyright and Intellectual Property Rights (IPRs) are caused due to activation of any such malicious code in embedded software.

(Signed)

Designation/Name/Address of firm

Date:

Place:

Appendix E
(Refers to Para 30 of RFP)

PRODUCT SUPPORT

1. **Maintenance Philosophy.** To sustain and support the equipment through its operational life cycle, OEM/ SELLER shall ensure product support for next **10 Years**. The maintenance philosophy of the complete equipment is enumerated below. The equipment contains three components vis-à-vis Base Vehicle, Fabricated Body and Medical Equipment. The warranty period of various components of equipment are as under: -

- (a) Fabricated Body –01 Year
- (b) Medical Equipment –05 Years
- (c) Base Vehicle – 01 Year.

2. Post Warranty, the equipment will be maintained as per the under mentioned maintenance philosophy: -

- (i) Fabricated Body with all accessories - 09 years CMC post warranty.
- (ii) Medical Equipment - 05 years CMC post warranty.
- (iii) Base Vehicle - To be maintained by 'Outsourcing Model' post warranty. The base vehicle will be **serviced/ repaired** by the OEM/ SELLER, on payment basis post warranty.

Maintenance Contracts

3. The CMC of the Fabricated Body & Medical Equipment would be provided by the OEM/ licensed entity/ SELLER authorised representative and would commence on completion of warranty period. The scope of CMC of Fabricated Body includes all the accessories provided along with the vehicle and for medical equipment's includes all the medical equipment integrated with the vehicle. The scope of CMC of Fabricated Body and medical equipment to be provided by the Bidder along with the commercial bid.

4. **Comprehensive Maintenance Contracts (CMC).** Comprehensive Maintenance Contracts are concluded for **Fabricated Body – 09 (nine) years and for Medical Equipment – 05 (five) years**. The scope of CMC, in addition to services of the Specialists to include provisioning of consumables, spares, tools and equipment as required for Maintenance and Repair of the equipment. In this arrangement, the OEM will ensure that the down time of the equipment does not exceed the minimum period stipulated in the CMC. CMC will include all corrective and preventive maintenance of the systems, equipment and machinery in satisfactory working order and 'Planned Preventive Maintenance' (PPM), repairs, servicing, calibration, replacement of defective parts, sub-assemblies, equipment, as applicable. All equipment supplied under the proposed contract will be maintained on site by the Seller. CMC will ensure performance of the equipment in the range and accuracies as set in equipment Technical Manual. An equipment repair Log book will be maintained to keep a record of the equipment down time during defect rectification. The scope of work would also involve the following: -

(a) **Preventive Maintenance.** The maintenance of the equipment is to be carried out by the Bidder at the Buyer premises. The equipment will be maintained as per the OEM specified maintenance schedules and equipment manuals. However, the number of visits by the Bidder to the customer premises should be at least **once a quarter** or as agreed to in the contract. The preventive maintenance team visiting the unit should be composite and possess sufficient expertise and spares to carry out preventive maintenance activities and resolve any pending un-serviceability issues of the equipment.

(b) **Breakdown Maintenance.** In addition to preventive maintenance, the Bidder will also be responsible to undertake breakdown maintenance of the equipment. Defects on the equipment as and when observed, will be intimated to the Bidder by telephone/ fax/ email. The Bidder will depute a team for undertaking repairs of the equipment within **two (02) working days** from the reporting of the defect and make the equipment operational within **seven (07) days** of the reporting of the defect. The Bidder will need to diagnose, test, adjust, calibrate and repair / replace the goods/equipment during the CMC period. However, defective hard disks, strong devices, if any, of the equipment, will not be returned to the Bidder and would be retained for destruction / safe custody. The downtime of the equipment will commence from the time a defect is reported by the user and the log of the same would be maintained **by both Buyer and Bidder.**

(c) **Calibration.** Periodic inspection and calibration services as set forth in the equipment manual shall be provided by the Bidder, to ensure operational availability of the equipment. Requisite certificates may be rendered whenever major repairs/ maintenance on equipment is undertaken.

(d) **Spares.** Supply of all parts (spares sourced from the OEM/OEM authorised vendor), including consumables, if any and material required for the optimal performance of the equipment as per the designed specifications mentioned in the equipment manual would be the responsibility of the Bidder.

(e) **Software (if applicable).** The Bidder will provide support for maintenance of the software(s) during the period of CMC and would include the following:-

- (i) Upgrades, patches, fixes to the OS and the Application software.
- (ii) Back-up and restoration of software, as and when required.
- (iii) No malware certificate.
- (iv) Version of the software and IV & V (Independent verification and validation) certificate as per the applicable CMM Level, depending on the criticality of the equipment.
- (v) Method of checking the health of the software and debugging methods.

- (f) **Obsolescence Management.** The obsolescence management for the equipment delivered under the scope of contract would form part of CMC Services. The obsolescence management will include providing “Form, Fit and Function” replacement of any system/ sub system rendered obsolete during the period of CMC.
4. **Technical Documentation.** The details of technical literature to be supplied with the system should be listed as per the suggested format at **Annexure I** to this Appendix. This should be provided with both Technical and Commercial Proposals. The cost column may be left blank in the Technical Proposal.

TECHNICAL LITERATUREEQUIPMENT: QUANTITY ONE (01) NUMBER AIR CONDITIONED MOBILE BLOOD COLLECTION VAN

Original Equipment Manufacturer (OEM) : _____

Ser No	Technical Literature	Unit Cost	Nos Required		Total Qty	Total Cost	Remarks
			User	DGQA			
1.	User Handbook/ Operators Manual		02	01	03		UHB of the Base Vehicle, Fabricated Body (including accessories) and Medical Equipment should be separately provided.
2.	Any other (specify)						

Notes: -

- (i) In case any additional equipment is used their tech literature will be included.
- (ii) If certain technical literature is being provided free of cost, it should be indicated in remark column.
- (iii) The above mentioned technical literature would be in English language.
- (iv) Diagnostic and installation manuals to be provided for the complete software being used in the equipment.

Appendix F
(Refers to Para 32 of RFP)

**DEMONSTRATION METHODOLOGY: AIR CONDITIONED MOBILE BLOOD
COLLECTION VAN**

1. Demonstration will be conducted on a 'No Cost No Commitment' (NCNC) basis under the aegis of IHQ of MoD (Army). The broad plan for demonstration is given at **Annexure** to this methodology.
2. **Demo Location.** Delhi
3. **Demonstration Equipment.** Quantity – 01(One)
4. **Terrain and Crew.** Terrain for demonstration will be selected at the discretion of the Empowered Committee. Crew for operating the demonstration equipment will be provided by the vendor. Adequate training & familiarization of crew will be carried out by the OEM.
5. **Transportation of Equipment.** Whenever movement of demonstration equipment is being undertaken by the vendors from one demonstration location to another, the equipment will be suitably sealed to prevent tampering. Being **NCNC** demonstration, all charges for transportation including freight, insurance, custom, octroi duties and any other local taxes shall be borne by the vendors. A representative of vendor shall accompany the equipment being transported at all times.
6. **Qualified Vendor Representatives.** The representatives of vendors present during demonstration should have adequate knowledge about the equipment to give the complete details of the equipment including stripping and assembling, testing procedures, SMTs/STEs etc. Observations and recommendations will be conveyed to respective vendors and the vendors will sign for the same.
7. **Security Clearance.** A maximum of eight (08) representatives per OEM will be allowed to witness the demonstration. The details of representatives who would attend the demonstration will be forwarded to Empowered Committee 15 days in advance. Non-receipt of details may result in delays in security clearance and will lead to non-attendance of the OEM representative.

DRAFT DEMONSTRATION PLAN : MOBILE BLOOD TRANSPORTATION VAN

<u>S/ No</u>	<u>Parameter</u>	<u>Methodology</u>	<u>Remarks</u>	
1.	<u>Physical Characteristics</u>			
(a)	Seating Capacity	Minimum 06 personnel incl driver.	Demonstration by vendor	
(b)	Braking System	Disc Brakes	Demonstration by vendor	
(c)	Transmission	Manual	Demonstration by vendor	
(d)	Drive System	4x2	Demonstration by vendor	
(e)	Suspension	Independent Front and Rear	Demonstration by vendor	
(f)	Wheeled/ Tracked	Wheeled	Demonstration by vendor	
(g)	Steering	Electronic/Hydraulic Assisted Power Steering	Demonstration by vendor	
(h)	Kerb Weight	Less than 03 Ton	OEM Certification	Govt/ NABL accredited lab certification during PDI
(j)	Cooling	AC system engine driven for driver cabin	Demonstration by vendor	
	<u>Operational Characteristics</u>			
(a)	Ground Clearance	Not less than 180 mm	Demonstration by vendor	
(b)	Minimum Payload	Not less than 2500 Kg	Demonstration by vendor	

<u>S/ No</u>	<u>Parameter</u>		<u>Methodology</u>	<u>Remarks</u>
	(c) Engine Power	Not less than 100 HP	OEM Certification	Govt/ NABL accredited lab certification during PDI
	(d) Maximum Speed	Not less than 100 KMPH	Demonstration by vendor	
	(e) Operating Range	Not less than 500 Km	Demonstration by vendor	
	(f) Gradability	Not less than 10 degree	OEM Certification	Govt/ NABL accredited lab certification during PDI
	(g) Side Slope	Not less than 08 degree	OEM Certification	Govt/ NABL accredited lab certification during PDI
	(h) Fordability	Not less than 1.5 ft	OEM Certification	Govt/ NABL accredited lab certification during PDI
	(j) Operating Altitude	Up to 15000 feet/4500m	OEM Certification	
	(k) Operating Temperature	Minimum Temperature between (-) 20°C to (-) & 10°C.	OEM Certification	
		Maximum Temperature between 40°C to 45°C		
	(l) Cold Start Facility	Should have inbuilt cold engine start system.	OEM Certification	Govt/ NABL accredited lab certification during PDI

<u>S/ No</u>	<u>Parameter</u>		<u>Methodology</u>	<u>Remarks</u>	
	(m)	Fuel Type	Diesel	Demonstration by vendor	
	(n)	Safety Arrangements	Seat belts with three point harness for all two front facing seats with quick release latch.	Demonstration by vendor	
	(o)	<u>Accessories</u>	Accessories as under should be provided with the veh.		
	(i)	Spare Type	One per vehicle, along with mounts & tyre assembly.	Demonstration by vendor	
	(ii)	Jack	One per vehicle, along with on vehicle mounting kit.	Demonstration by vendor	
	(p)	Length	Not less than 6500 mm	Demonstration by vendor	
	(q)	Height	Not more than 2400 mm	Demonstration by vendor	
	(r)	Width	Not more than 1800 mm	Demonstration by vendor	
2	<u>CABIN</u>				
	(a)	<u>General Requirements</u>			
	(i)	Should have an air conditioned work space which should be able to maintain the cabin temperature at 15-25 °C.		Demonstration by vendor	
	(ii)	Should have a hard roof.			
	(iii)	Side walls and floor should have puff insulation.		Demonstration by vendor	
(iv)	Should have seating for four people in addition to the driver & co driver.		Demonstration by vendor		

<u>S/ No</u>	<u>Parameter</u>	<u>Methodology</u>	<u>Remarks</u>
	(v) Should have inbuilt filing cabinets and cupboards for storage of documents and other consumables.	Demonstration by vendor	
	(vi) Should have adequate lighting.	Demonstration by vendor	
	(vii) Should have a generator/ inverter with separate battery backup of adequate capacity to provide 100% uninterrupted power backup for min 6 hrs for all equipments.	Demonstration by vendor	
	(viii) Driver & patient cabin partition in RFP with sliding communication window.	Demonstration by vendor	
	(ix) Overhead racks for storage.	Demonstration by vendor	
	(x) Non static, anti-skid flooring.	Demonstration by vendor	
	(xi) Grab rail on rear entry door for easy access.	Demonstration by vendor	
	(xii) Rack for blood transportation boxes.	Demonstration by vendor	
	(xiii) Medical cabinets for storage.	Demonstration by vendor	
	(xiv) Seating arrangement of 4 persons.	Demonstration by vendor	
	(xv) Roof mounted stainless steel hand support rail with 2 Nos of strap handles.	Demonstration by vendor	
	(xvi) Sanitizer dispenser.	Demonstration by vendor	
	(xvii) Fire extinguisher -02	Demonstration by vendor	

<u>S/ No</u>	<u>Parameter</u>	<u>Methodology</u>	<u>Remarks</u>
	(b) <u>Requirements for Blood Storage Cabinets</u>	Demonstration by vendor	
	(i) Should be fixed to the vehicle with a minimum capacity of 200 bags.	Demonstration by vendor	
	(ii) The storage cabinets should continuously maintain temperature in the range of +2°C to +8°C with accuracy of +/-0.5°C.	Demonstration by vendor	
	(iii) There should be an alarm system with a rechargeable battery. The alarm system should function when :	Demonstration by vendor	
	(aa) When temperature goes outside the range of +2°C to+8°C.	Demonstration by vendor	
	(ab) When the door remains ajar.	Demonstration by vendor	
	(ac) When there is a power failure.	Demonstration by vendor	
	(iv) There should be a temperature recorder for continuously recording the temperature of the cabinet with facility to retrieve temp data of last 7 days or more.	Demonstration by vendor	
	(v) It should have a forced-air cooling system to allow homogenous distribution of cold air.	Demonstration by vendor	
	(vi) The interior of the cabinet should be suitably lighted whenever the door is opened.	Demonstration by vendor	
	(vii) There should be automatic defrosting facility and integrated defrost water-container.	Demonstration by vendor	
	(viii) The cabinet should have on-off switches, indicator lamps and protective fuse.	Demonstration by vendor	
	(ix) The cabinet should be provided with suitable voltage stabilizers to prevent voltage surge as per the power specifications of equipment.	Demonstration by vendor	
	(x) Should be capable of running on AC/DC.	Demonstration by vendor	

<u>S/ No</u>	<u>Parameter</u>	<u>Methodology</u>	<u>Remarks</u>
	(c) <u>Requirements for Deep Freezer</u>		
	(i) Should be fixed to the vehicle with a minimum capacity of 200 bags.	Demonstration by vendor	
	(ii) The cabinet should continuously maintain temperature of minus 18°C or less.	Demonstration by vendor	
	(iii) There should be an alarm system with a rechargeable battery. The alarm system should function when :	Demonstration by vendor	
	(aa) When temperature goes above minus 18°C.	Demonstration by vendor	
	(ab) When the door remains ajar.	Demonstration by vendor	
	(ac) When there is a power failure.	Demonstration by vendor	
	(iv) There should be a temperature recorder for continuously recording the temperature of the cabinet with facility to retrieve temp data of last 7 days or more.	Demonstration by vendor	
	(v) There should be automatic defrosting facility and integrated defrost water-container/drain.	Demonstration by vendor	
	(vi) The cabinet should be provided with suitable voltage stabilizers to prevent voltage surge as per the power specifications of equipment.	Demonstration by vendor	
	(vii) Should be capable of running on AC/DC.	Demonstration by vendor	
	(d) Air conditioning. Air –conditioning system in the cabin to maintain temp of 15°C to 25°C.	Demonstration by vendor	

Appendix G

(Refers to Para 34 of RFP)

DRAFT ATP GUIDELINES

1. Bidders to submit draft ATP, along with their Technical Bid.
2. Draft Acceptance Test Procedure for the Equipment/ System should mainly consist of the following: -

(a) **Scope & Introduction.** Includes the scope, introduction & propose of the document and general information about the equipment.

(b) **Brief description of the Equipment/ System.** Brief description of the equipment/ system be highlighted indication the salient features, Equipment/ System configuration, interfaces involved and its compatibility and role in the main system where it is intended to be used.

(c) **Safety/ Security aspects, if any.**

(d) **Technical Specifications.** TS of the equipment be indicated along with dimension, weight of the equipment etc. operational requirements & Pictorial representation of the equipment/ system be provided under this section.

(e) **Reference documents including list of drawings, related Standards, Specifications etc.** Includes Reference documents/ drawings of the equipment, Standards/ Specifications up to which he equipment/ system is complied.

(f) **Bill of Materials.** BoM as per the following format be included.

S. N O	Item Name/ Description	Part Number	NSN Number	Drawing Number	Manufacturer	Schematic Reference	Standard of Reference	Qty Nos	Mill/ Industrial/ Commercial

(g) **Test Instruments / Accessories required.** Test Instruments/ Accessories required for conduct of ATP be mentioned along with Part number, Make/ Model etc.

(h) **Qualification/ Environmental Tests.** Applicable class from relevant JSS, as per RFP for Environmental testing be mentioned along with test severities and procedures to be followed for the conduct of the test. Pre, in-situ & Post

Performance test to check the performance of the equipment be included.

(j) **Acceptance/ Performance Tests.** Includes the Visual, Electrical & Functional tests. Functional Test procedure along with diagram showing Test set up to be mentioned. Final acceptance / Performance checks comes under this section. Tests can be carried out under lab & field conditions needs to be mentioned separately.

(k) **Applicability of ESS/ Endurance test.** ESS procedure to be followed be mentioned and the procedure for carrying out the Endurance test be included.

(l) **Quality Audit points/ Checks/ Methodology including Real Time/ Online Audit activities & list of critical processes.** Process audit methodology to be carried by mentioned.

(m) **Quality Audit Flow Chart/ Process Monitor Points.** Mutually agreed Audit flow chart be mentioned by quoting Relevant ISO standards.

(n) **Operational checks/ Tests.** Includes Quick checks/ Tests with ATE/BITE/Processor based Auto Diagnostic checks on the store, if equipped with, before release of the store to the Consignee.

(o) **Test & Measurement Record (TMR).** TMR sheet with expected output be mentioned.

(p) **Acceptance criteria including Sampling Plan, if any.** Acceptance criteria be mentioned under this section.

Note

- (i) Weight and dimension should have tolerance.
- (ii) Weight of the system shall specify along with power systems including Genset/ UPS wherever required.
- (iii) Sampling plans to be invoked wherever feasible.

Appendix H
(Refers to Para 39 of RFP)

COMMERCIAL CLAUSES

1. **Payment Terms**

1.1 **INCOTERMS for Delivery**

1.1.1 The delivery of goods will be based on DDP INCOTERMS-2020 with ultimate consignee location at CVD, Delhi Cantonment. Additional Technical literature to be delivered to CVD, Delhi Cantonment.

1.2. **Currency of Payment.** Bidders should submit their bids in Indian Rupees.

1.3 **Contract Price and Requirement of Bank Guarantees.**

1.3.1 **Total Contract Price.** The Total Contract Price will be the final price negotiated by CNC including taxes and duties applicable at the time of signing of Contract.

1.3.2 **Base Contract Price.** The Base Contract Price will be considered as Total Contract Price excluding taxes and duties applicable at the time of signing of Contract and excluding the Total Price of CMC.

1.3.3 **Bank Guarantee(s).** For the purpose of payment of Advances to the Bidder and submission of various Bank Guarantees by the Bidder i.e Advance Payment Bank Guarantee (APBG) and Additional Bank Guarantee (ABG), as applicable, Base Contract price will be considered. For Performance cum Warranty Bank Guarantee (PWBG), Total Contract Price including taxes and duties and excluding cost of CMC is to be considered. The prescribed format of the Advance Payment Bank Guarantee (APBG) is placed at **Annexure II to Appendix H.**

1.3.4 For orders with CMC, an additional Performance Bank Guarantee (PBG) is to be submitted by the Bidder for which the Total Price of CMC for contracted duration will be considered.

1.3.5 All Bank Guarantee(s) requirements viz Advance Payment Bank Guarantee (APBG), Performance-cum-Warranty Bank Guarantee (PWBG), Additional Bank Guarantee (ABG), Performance Bank Guarantee (PBG) etc are to be submitted. Bank Guarantee(s) shall be from any Indian Public or Private Scheduled Commercial Bank.

1.4 **Payment to Indian Bidders.** The schedule for payments will be based on the Buyers requirements, enumerated at succeeding Paragraphs. The summary of delivery schedule, payments to be made and schedule of submission/release of Advance Bank guarantee (s), as applicable, is specified at Annexure V to this Appendix.

1.4.1 **Advance Payment.** Fifteen (15) % of the Base Contract Price shall be paid within thirty (30) days of submission of claim and a Bank Guarantee for the equivalent amount, subject to correction and acceptability of the documents submitted. The prescribed format of the Advance Payment Bank Guarantee (APBG) is placed at **Annexure II to this Appendix**. The Advance Payment Bank Guarantee (APBG) will be deemed to be proportionately and automatically reduced until full extinction along with and prorate to value of each delivery, as evidenced by corresponding copy of document proving delivery and invoices of goods/services supplied/provided. The date of delivery would be reckoned from the date of signing of contract (T_0).

1.4.2 **On Dispatch.** 60% of the Base contract price of deliverables and reimbursement of 100% taxes and levies shall be paid on proof of dispatch of deliverables to the consignee and on production of an inspection note issued by the buyer designated inspection agency. Number and date of the Railway/Road/Air Transport receipt under which the deliverables charged for in the bill are dispatched by rail/road/Air and the number and date of letter with which such receipt is forwarded to the consignee, should be quoted on the bill. The payment will be made by PCDA/CDA through cheque/Electronic Fund Transfer (EFT) on submission of following documents: -

1.4.2.1 Ink-signed copy of Seller's bill.

1.4.2.2 Ink-signed copy of Commercial invoice.

1.4.2.3 The relevant Transport Receipt.

1.4.2.4 Inspection Acceptance Certificate of Buyer's QA agency demonstrating compliance with the technical specifications of the contract.

1.4.2.5 Packing List.

1.4.2.6 Certificate of Origin.

1.4.2.7 Claim for statutory and other levies to be supported with requisite documents/GST invoice (with QR code, when made applicable)/proof of payment, as applicable.

1.4.2.8 Exemption certificate for taxes/duties, if applicable.

1.4.2.9 Warranty certificate from the SELLER.

1.4.3 In case of failure of the Seller to deliver the deliverables to the Buyer or inordinate delay in the said delivery leading to Termination of the Contract in accordance with Article 22A.1 of SCD, the SELLER will be liable to return payments received against dispatch.

1.4.4 **On Final Acceptance** The remaining 25 % of the Base Contract Price of deliverables shall be paid within thirty (30) days of submission of the Acceptance Certificate & Certified Receipt Voucher (CRV) issued by the Buyer and other relevant documents as mentioned above for final payment, but such payments will be subject to the deductions of such amounts as the Seller may be liable to pay under the agreed terms of the Contract. The concerned PCDA/CDA will release the payment through cheque/EFT.

1.4.5 **CMC Payments.** Annual payments will be made by PCDA/CDA on submission of User clearance certificate through issue of cheque/ECS.

1.4.6 **Payment of Taxes and Duties.** Payment of taxes, duties and statutory levies will be made on submission of requisite documentary proof to Paying authority. Reimbursement of taxes and duties will be as per rates and amounts indicated in the commercial bid/contract or as per actuals whichever is lower.

1.4.7 **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 of Chapter I of DAP. The indigenous & import components as also the various currencies (of the import components) for ERV purposes, must be determined in advance. The guidelines on protection of Exchange Rate Variation are given at **Annexure I to this Appendix.** No reimbursement of custom duties is applicable for imported input materials to the vendor.

2. **Performance-cum-Warranty Bank Guarantee Clause.** A Performance-cum-Warranty Bank Guarantee (PWBG) of **Three (03) % (or as applicable during signing of contract) of value of the Total Contract Price including taxes and duties and excluding total cost of CMC** would be furnished by the Bidder in the form of a Bank Guarantee to sequentially act as Performance Bank guarantee till the delivery and as Warranty Bank Guarantee on delivery. The PWBG shall be submitted by the Bidder within one month of signing of contract and shall be valid for a period, until three months beyond the warranty period, as specified in the RFP. If at any stage, the Performance Guarantee is invoked by the Buyer either in full or in part, the Bidder shall make good the shortfall in PWBG within **30 days** by an additional Bank Guarantee for equivalent amount. In the event of failure to submit the required Bank Guarantee against invoked Performance Guarantee, equivalent amount will be withheld from the next stage payment till the shortfall in the Bank Guarantee is made good by the Bidder. The prescribed format of the Performance-cum-Warranty Bank Guarantee is placed at **Annexure III to this Appendix.**

3. **Performance Bank Guarantee for CMC.** The Bidder will be required to furnish a Performance Guarantee by the way of a Bank Guarantee of a sum equal to 3% of the Total Price of CMC for contracted duration prior to expiry/return of the PWBG of the Main Contract. Performance Bank Guarantee should be valid for 03 months beyond the period of the CMC. The format of the Performance Bank Guarantee is to be as per **Annexure III to this Appendix.**

4. **Inspection.** Pre Dispatch Inspection (PDI) would be at the discretion of the Buyer. In addition Joint Receipt Inspection (JRI) may also be carried out. If it is PDI, the Bidder should intimate at least 45 days prior to the day when the equipment is to be offered for PDI to enable Buyer's QA personnel to be available for inspection. All the expenses towards PDI will be borne by the Bidder except transportation and accommodation of Buyer's PDI team, which will be deputed at Buyer's expense. In case of rejection of Goods during PDI, re-PDI will be undertaken at Bidder's premises at Buyer's sole discretion. All expenses including transportation and accommodation of Buyer's PDI team will be borne by the Bidder. Towards this, the expenses towards transportation and accommodation of Buyer's PDI team will be initially done by the Buyer and subsequently reimbursed by the Bidder either by remittance or by recovery from the Balance Payment/PWBG. In the event of a failed PDI, the Bidder shall

consult the Buyer for rescheduling re-PDI. In case of JRI, the representative of the Seller may be present for inspection after the equipment reaches the concerned destination. The Seller would be informed of the date for JRI. The PDI and JRI should be completed within **30 days** of intimation from the bidder. **The date of completion of JRI and the date from which warranty is applicable (duly endorsed by representative of both Buyer & Seller) should be mentioned in respective log book and User Hand Book of the main equipment and accessories.**

5. **Liquidated Damages (LD).** In the event of the Bidder's failure to submit the Documents, supply the stores/ goods, perform services, installation of equipment etc, as per schedule specified in this contract, the BUYER may, at his discretion withhold cost of the specific lot/batch or 1% of the Project cost, whichever is higher, until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of **1.5%** per week every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than **15%** of the contract price of the value of delayed stores/ services (Any extension given by the Buyer for delay attributable to Buyer or Force Majeure Clause to be factored in delivery period).

6. **Payment Deductions and Damages for Shortfalls in CMC Services.** The clause formulated for payment deductions and damages for shortfall in CMC services is given below. In case the cumulative downtime exceeds **30 (working days) in a year**, payment will be deducted. The total downtime will be calculated **at the end of the year** and **payments will be deducted**. The total payments to be deducted will be calculated as follows: -

(a) Payments would be deducted on pro-rate basis for the duration, by which cumulative downtime exceeds 30 (working days), as follows: -

(i) Per year CMC = 'X₁'

(ii) Period by which cumulative downtime exceeds the specified cumulative downtime, in days = 'Y₁'

(iii) Payment Deduction = 'Z₁',
Where $Z_1 = [(X_1 / \text{Number of days in the year}) * Y_1]$

(b) In addition, damages would be deducted to the sum of 0.1% of the per annum CMC cost per day, for the duration, by which cumulative downtime exceeds the maximum permissible cumulative downtime per year, subject to the maximum value of this damages not being higher than 5% of the annual CMC cost.

7. **Denial Clause.** In case the delay in delivery is attributable to the Seller or a non-force majeure event, the Buyer may protect himself against extra expenditure during the extended period by stipulating a denial clause (over and above levy of LD) in the letter informing the Seller of extension of the delivery period. In the denial clause, any increase in statutory duties and/or upward rise in prices due to the Price Variation Clause (PVC) and/or any adverse fluctuation in foreign exchange are to be borne by the Seller during the extended delivery period, while the Buyer reserves his right to get any benefit of downward revisions in statutory duties, PVC and foreign exchange rate. Thus, PVC, other variations and foreign exchange clauses operate only during the original delivery period. The format for extension of delivery period/performance notice under the Denial clause is at **Annexure IV to this Appendix.**

Annexure I to Appendix H
(Refers to Para 1.4.7 of Appendix H)

GUIDELINES OF PROTECTION OF EXCHANGE RATE VARIATION IN CONTRACTS

1. Parameters to be kept in view while formulation ERV Clause.

(a) In contracts with Indian Vendors in all categories of capital acquisitions where there is an import content, ERV clause will be provided. However, ERV clause shall not be applicable to contracts in following conditions:-

(i) The delivery period is less than one year; or

(ii) The rate of exchange variation is within the band of +/- 2.5%.

(b) ERV clause will be framed according to the specific requirements of the contract. While calling for information at the RFP stage/formulation of ERV clauses in the contracts, the following factors are to be taken into consideration depending upon the requirements of the individual contracts:-

(i) Year wise and major currency wise import break up is to be indicated.

(ii) Detailed time schedule for procurement of imported material/Services and their value at the FE rates adopted for the contract is to be furnished by the vendor as per the format given below:-

YEAR	TOTAL COST OF IMPORTED MATERIAL/SERVICES (In rupees)	FE CONTENT-OUT FLOW (equivalent in rupees ₹ in crore)			
		DOLLAR DENOMINATED	EURO DENOMINATED	POUNDS DENOMINATED	OTHER CURRENCIES DENOMINATED (as applicable)

(iii) ERV clause will not be applicable in case delivery periods for imported content are subsequently to be re-fixed / extended unless the reasons for delivery period extension are attributable to the buyer.

(iv) For purposes of ensuring uniformity, the Base Exchange Rate on the ERV reckoning date will be adopted for each of the major foreign currencies. The Base Exchange Rate will be the BC Selling Rate of the Parliament Street

Branch of State Bank of India, New Delhi. The ERV reckoning date will be the last date of submission of commercial bids as per RFP. In cases where Option Clause is exercised, the date of reckoning of ERV will be the last date of submission of bids for the RFP of the Original Procurement Case.

(v) ERV clause in the contract is to clearly indicate that ERV is payable/refundable depending upon exchange rate as prevalent on the date of transaction with reference to Base Exchange Rate on the ERV reckoning date.

(vi) Other issues which are peculiar to the contract.

2. **Methodology For Claiming ERV**

“The prices finalised in the contract are based on the base exchange rates indicated in the contract. The year-wise amount of foreign exchange component of the imported items as indicated in the contract shall be adjusted for the impact of exchange Rate Variation of the Rupee based on the exchange rate prevailing on the date of each transaction, as notified by the SBI, Parliament Street Branch, New Delhi. The impact of notified Exchange Rate Variation shall be computed on an yearly basis for the outflow as tabulated in Annexure..... (The table at Para 1(b) (ii) is to be an Annexure to the contract) and shall be paid/refunded before the end of the financial year based on the certification of Finance Head of the concerned Division.....”.

3. Paying authority is to undertake a pre-audit of the documents before payment.

4. Documentation for Claiming ERV. The following documents would need to be submitted in support of the claim on account of ERV:-

- (a) A bill of ERV claim enclosing worksheet.
- (b) Banker's Certificate/debit advice detailing Foreign Exchange paid and Exchange rate as on date of transaction.
- (c) Copies of import orders placed on the suppliers.
- (d) Invoice of supplier for the relevant import orders.

Annexure II to Appendix H
(Refers to Para 1.3.3, and 1.4.1 of
Appendix H)

BANK GUARANTEE FORMAT FOR ADVANCE

To

The _____
Ministry of _____
Government of India

_____ (complete postal address of the beneficiary)

1. "Whereas President of India represented by the _____ Ministry of _____ Government of India (hereinafter referred to as BUYER) have entered into a Contract _____ No. _____ (No. of Contract), dated _____ (Date of Contract) with M/s _____ (Name of SELLER) (referred to as SELLER) and whereas according to the said Contract the BUYER has undertaken to make an advance payment of Rs/US \$/Euro/PS £/Yen/AUD/SGD _____ being _____ payment of _____% of the total value of Rs/US \$/Euro/PS £/Yen/AUD/SGD _____ of the said Contract, against issuance of an advance guarantee by a bank."

2. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BUYER intimating that the SELLER is in breach of the Contractual obligations stipulated in the said Contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our total liability under this guarantee shall be restricted to an amount not exceeding Rs/US \$/Euro/PS £/Yen/AUD/SGD _____.

3. We undertake to pay to the BUYER any money so demanded notwithstanding any dispute or disputes raised by the SELLER in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the SELLER shall have no claim against us for making such payment.

4. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the BUYER under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till _____ office / Department / Ministry of _____ certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said SELLER and accordingly discharges this guarantee.

5. We, further agree with the BUYER that the BUYER shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said SELLER from time to time or to postpone for any time or from time to time any of the powers exercisable by the BUYER against the said SELLER and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, Amendment issued vide MoD ID No. 4(50)/D(Acq)/08 dated 20.06.2016 or extension being granted to the said SELLER or for any forbearance, act or omission on the part of the BUYER or indulgence by the BUYER to the said SELLER or by any such matter or thing whatsoever which under law relating to sureties would, but for this provision, have effect of so relieving us.

6. The amount of this guarantee will be progressively reduced by (percentage of advance) _____ of total value of each part shipment/services against the stage payment released by the BUYER for that shipment/services made by the SELLER and presentation to us of the payment documents.

7. This guarantee will not be discharged due to the change in the constitution of the bank or the BUYER/SELLER.

8. We, undertake not to revoke this guarantee during the currency except with the previous consent of the BUYER in writing.

9. Notwithstanding anything contained herein above:-

(a) Our liability under this Guarantee shall not exceed Rs/US \$/Euro/PS £/Yen/AUD/SGD _____ (in words) _____

(b) This Bank Guarantee shall remain valid until _____ (hereinafter the expiry date of this guarantee) the Bank Guarantee will cease to be valid after _____ irrespective whether the Original Guarantee is returned to us or not.

(c) We are liable to pay guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written demand or a claim in writing on or before _____ (Expiry Date).

Dated the _____ day of _____ (month and year)

Place :

Signed and delivered by _____ (Name of the bank)

Through its authorised signatory

(Signature with seal)

Annexure III to Appendix H
(Refers to Para 2& 3 of Appendix H)

BANK GUARANTEE FORMAT FOR PERFORMANCE-CUM-WARRANTY AND COMPREHENSIVE MAINTENANCE CONTRACT

To

The _____
Ministry of _____
Government of India
_____ (complete postal address of the beneficiary)

Dear Sir,

1. Whereas President of India represented by the _____ Ministry of _____, Government of India (hereinafter referred to as BUYER) have entered into a Contract No. _____ dated _____ (hereinafter referred to as the said Contract) with M/s. _____ (hereinafter referred to as the SELLER) for supply of goods as per Contract to the said BUYER and whereas the SELLER has undertaken to produce a bank guarantee amounting to Rs/US \$/Euro/PS £/Yen/AUD/SGD _____ which is **3%(or as applicable during signing of contract)** of the Total Contract Price(including taxes and duties)to cover **3%(or as applicable during signing of contract)** 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. We, the _____ bank hereby expressly, irrevocably and unreservedly undertake the guarantee as principal obligors on behalf the SELLER that, in the event that the BUYER declares to us that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the BUYER by reason of breach/failure to perform by the said SELLER of any of the terms and conditions in the Contract related to Performance and Warranty clauses, we will pay you, on demand and without demur, all and any sum up to **{3%(or as applicable during signing of contract)** of Total Contract Price (including taxes and duties)} _____ Rupees/US \$/Euro/PS £/Yen/AUD/SGD only at any instance under this Guarantee. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract. We shall not be entitled to ask you to establish your claim or claims under this guarantee but will pay the same forthwith without any protest or demur. We undertake to effect payment upon receipt of such written demand.

3. We shall not be discharged or released from the undertaking and guarantee by any arrangements, variations made between you and the SELLER, indulgence to the SELLER by you, or by any alterations in the obligations of the SELLER or by any forbearance whether as to payment, time performance or otherwise.

4. We further agree that any such demand made by the BUYER on the Bank shall be conclusive, binding, absolute and unequivocal notwithstanding any difference or dispute or controversy that may exist or arise between you and the SELLER or any other person.

5. In no case shall the amount of this guarantee be increased.

6. This Performance-cum-Warranty guarantee shall remain valid for a period until three months beyond the warranty period as specified in the Contract i.e. upto _____.

7. Subject to the terms of this Bank Guarantee, the issuing bank hereby irrevocably authorizes the beneficiary to draw the amount of upto Rs/US \$/Euro/PS £/Yen/AUD/SGD _____ {3%(or as applicable during signing of contract) of Total Contract Price (including taxes and duties)} for breach/failure to perform by the SELLER of any of the terms and conditions of the Contract related to performance and warranty clause. Partial drawings and multiple drawings under this Bank Guarantee are allowed within the above stated cumulative amount subject to each such drawing not exceeding 3%(or as applicable during signing of contract) of the Total Contract Price (including taxes and duties) (Rs/US \$/Euro/PS £/Yen/AUD/SGD _____ only) (Mention BG amount).

8. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of M/s _____. We undertake not to revoke this guarantee during the currency except with previous consent of BUYER in writing.

9. Notwithstanding anything contained herein above:

(a) Our liability under this Guarantee shall not exceed Rs/US \$/Euro/PS £/Yen/AUD/SGD _____ (Rupees _____ only (in words).

(b) This Bank Guarantee shall remain valid until 3 months from the date of expiry of warranty period of the Contract, i.e upto _____ (mention the date) which is 3 months after expiry of the warranty period and the BG shall cease to be valid after _____ irrespective whether the Original Guarantee is returned to us or not.

(c) We are liable to pay guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written demand or a claim in writing on or before _____ (Expiry Date).

Dated the _____ day of _____ (month and year)

Place :

Signed and delivered by _____ (name of the bank)

Through its authorised signatory
(Signature with seal)

Annexure IV to Appendix H
(Refers to Para 7 of Appendix H)

FORMAT FOR EXTENSION OF DELIVERY PERIOD/PERFORMANCE NOTICE

Name of the Procuring Entity.....

Extension of Delivery Period/Performance Notice

To
M/s (name and address of firm)

Sub: Contract No..... dated.....for the supply of.....

Ref: Your letter no. dated:

Dear Sir,

1. You have failed to deliver {the (fill in qty.) of Stores/the entire quantity of Stores} within the contract delivery period [as last extended up to] (fill in date). In your letter under reply you have asked for [further] extension of time for delivery. In view of the circumstances stated in your said letter, the time for delivery is extended from (fill in date) to (fill in date).

2. Please note that notwithstanding the grant of this extension in terms of Clause (fill in clause number) of the subject contract an amount equivalent to % (..... per cent) of the delivered price of the delayed goods for each week of delay or part thereof (subject to the ceiling as provided in the aforesaid clause) beyond the original contract delivery date/the last unconditionally re-fixed delivery date (as & if applicable), viz., (fill in date) will be recovered from you as liquidated damages. You may now tender the Stores for inspection [balance of the Stores] in terms of this letter. Stores if any already tendered by you for inspection but not inspected will be now inspected accordingly.

3. You are also required to extend the validity period of the performance guarantee for the subject contract from (fill in present validity date) to (fill in required extended date) within 15 (fifteen) days of issue of this amendment letter.

4. The above extension of delivery date will also be subject to the following Denial Clause:-

(a) That no increases in price on account of any statutory increase in or fresh Imposition of customs duty, GST or on account of any other taxes/duty, including custom duty), leviable in respect of the Stores specified in the said contract which takes place after (insert the original delivery date) shall be admissible on such of the said Stores, as are delivered after the said date; and,

(b) That notwithstanding any stipulation in the contract for increase in price on any other ground including foreign exchange rate variation, no such increase which takes place after (insert the reckoning date as per DAP 2020) shall be admissible on such of the said Stores as are delivered after the said date.

(c) But nevertheless, the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, GST or on account of any other Tax or duty or on any other ground as stipulated in the price variation clause or foreign exchange rate variation which takes place after (insert the original delivery date).

5. All other terms and conditions of the contract remain unaltered. This is without any prejudice to Buyer's rights under the terms and conditions of the subject contract.

6. Please intimate your unconditional acceptance of this amendment letter within 10 (ten) days of the issue of this letter failing which the contract will be cancelled at your risk and expense without any further reference to you.

Yours faithfully,
(Authorised Officer)
Duly authorised,
for and on behalf of
The President of India

Note: Select one option within { } brackets; delete portion within [] brackets, if not applicable; fill in () brackets. Brackets and this note are not to be typed.

Substitute following first para instead of first para in format above, for issuing a performance notice.

1. You have failed to deliver {the (fill in qty.) of Stores/the entire quantity of Stores} within the contract delivery period [as last extended up to] (fill in date). In spite of the fact that the time of delivery of the goods stipulated in the contract is deemed to be of the essence of the contract, it appears that (fill in the outstanding quantity) are still outstanding even though the date of delivery has expired. Although not bound to do so, the time for delivery is extended from (fill in date) to (fill in date) and you are requested to note that in the event of your failure to deliver the goods within the delivery period as hereby extended, the contract shall be cancelled for the outstanding goods at your risk and cost.

Annexure V to Appendix H
(Refers to Para 9 of RFP and Para 1.4 of Appendix H)

DELIVERY SCHEDULE AND STAGES OF PAYMENT

1. The broad guidelines for payments terms are appended in subsequent Paras.
2. **For Delivery in a Single Lot**

SI	Activity	Quantity	Delivery Timelines (T ₀ + Months)	Scheme for Payment	Scheme for submission and Return of Advance Payment Bank Guarantee	Remarks
(a)	Signing of contract	-	T ₀	Fifteen (15)% of the Base Contract Price	APBG of equivalent amount to be submitted	T ₀ is the date of signing of contract Refer Para 1.4.1 of Appendix H.
(b)	On Dispatch of Deliverables					
(i)	On Dispatch of Air Conditioned Mobile Blood Collection Van	01	T ₀ to T ₀ + 12 months	60% of the base contract price of deliverables and reimbursement of 100% of taxes and levies of the deliverables		Technical literature should be delivered alongwith the equipment being delivered
(c)	On Final Acceptance of Deliverables					
(i)	On Final Acceptance of Air Conditioned Mobile Blood Collection Van	01	T ₀ to T ₀ + 12 months	25% of the base contract price of deliverables on completion and acceptance of other deliverables	APBG is to be returned on acceptance of all deliverables to the seller	.

Appendix J
(Refers to Para 39 and 49 (b) of RFP)

EVALUATION CRITERIA AND PRICE BID FORMAT

1. **Evaluation Criteria.** The guidelines for evaluation of Bids will be as follows:-

1.1. Only those Bids will be evaluated, which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially. The bidder, whose price is arrived as lowest as per Evaluation criteria given in this Appendix, will be declared as L-1 bidder by Buyer.

1.2 **In 'Buy (Indian-IDDMM)' Cases'.**

1.2.1 **Where DCF Technique as Given in Para 3 is Applicable.** DCF technique will be applied on quoted cost of all items including taxes and duties payable to Central/State/Local Governments to ascertain the NPV which would be used for determining L1 bidder.

1.3 Custom duty on input materials shall not be loaded by the Indian Bidders in their price bids, if they are exempted under the existing Notifications. In such cases, necessary Custom Duty Exemption Certificate (CDEC) shall be issued by the Buyer. In cases where Custom Duty is not exempted, Basic Custom Duty on input material is to be included in the cost of Basic Equipment, Integration and any other item listed at Column (ii) of Para 2 below.

1.4 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected based on indicative rates of taxes and duties at columns (vi) and (vii) of Para 2 below. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

2. **Price Bid Format.** The Price Bid Format is given below and Bidders are required to fill this correctly with full details. No column of the Bid format has to be left blank. The clubbing of serials/sub serials to indicate a consolidated cost is not acceptable. Columns of 'quantity', 'unit cost', 'total cost (including all taxes and duties)', 'GST/IGST (%) and Custom Duty (%) are to be filled up with '0', 'positive numerical values' or 'Not Applicable' at every row as applicable. If any column is not applicable and intentionally left blank, the reason for the same has to be clearly indicated in the remarks column.

Ser	Items	Qty	Unit Cost	Total Cost (iii) x (iv)	Indicative Rate of Taxes & Duties used to arrive at Total Cost (as applicable)		Total Cost (including all taxes & duties) (v) + (vi) + (vii)	Remarks
					GST/IGST (%)	Custom Duty (%)		
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)

Ser	Items	Qty	Unit Cost	Total Cost (iii) x (iv)	Indicative Rate of Taxes & Duties used to arrive at Total Cost (as applicable)		Total Cost (including all taxes & duties) (v) + (vi) + (vii)	Remarks
					GST/IGST (%)	Custom Duty (%)		
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)
A.	Cost of Air Conditioned Mobile Blood Collection Van	01						
A1	Cost of Base Vehicle	01						
A2	Cost of Fabricated Body with accessories	01						
A3	Cost of Medical Equipment	01						
B	Cost of Integration (Where applicable)							
C.	Cost of Operator's Manual and Technical Literature (in English Language) per Annexure I to Appendix E.							
D.	CMC Cost giving year-wise break up # Fabricated Body @Medical Equipment	#09 years @5 years						Year wise breakup to be given post warranty
E.	Any other cost (to be specified).							
F.	Freight and Transit Insurance Cost (where applicable).							
G.	Total Cost (Total of Serial A to F)						#	# This will be used in determining L1 vendor (duly applying provisions of Para 1 above).
	Total Cost as per serial G (in words)							
H.	Foreign Exchange component of the proposal. (for Indian Vendors only)							This will be with reference to Para 1.2. of Appendix

Ser	Items	Qty	Unit Cost	Total Cost (iii) x (iv)	Indicative Rate of Taxes & Duties used to arrive at Total Cost (as applicable)		Total Cost (including all taxes & duties) (v) + (vi) + (vii)	Remarks
					GST/IGST (%)	Custom Duty (%)		
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)
								H.
J.	CDEC (if applicable) , its authority and amount for which required.							

Note: Taxes and Duties. All Indirect Taxes and Duties will be paid at actuals or as indicated in the Commercial bid by the Bidder, whichever is lower. In case of any change in the tax structure/rates by BUYER's Government, only incremental/decremented change will be paid.

3. Evaluation of Bids by DCF Technique

3.1 **Net Present Value (NPV)** is a variant of DCF method, which will be used by the Buyer for evaluation of Bids. The Net Present Value of a Bid will be equal to the sum of the present values of all the cash flows associated with it. The following formula will be used for calculating NPV of a bid -

$$NPV_n = \sum_{t=1}^n \frac{A_t}{(1+r)^t}$$

Where,

NPV = Net Present Value

A_t = Expected cash flow occurring at the end of year 't' as mentioned in the Payment schedule of Bid

n = Duration of cash flow stream

r = Discounting Rate

t = The period after which payment is done

The bid with the lowest NPV would be selected.

3.2. The Discounting rate will be ___ %". (Note-This will be the Government of India's lending rate on loans given to state governments, as notified by Budget Division of Ministry of Finance annually)

3.3. **Structuring Cash Flows for Tenders/ Bids Received in the Same Currency.** The cash outflows as shown in price bids will be taken into consideration. NPV of

different bids will be calculated using the formula given above and the one having lowest NPV will be selected as L-1.

3.4 Structuring Cash Flows for Tenders/Bids Received in Different Currencies. Where bids are received in different currencies/combination of currencies, the cash outflow will be brought to a common denomination in rupees by converting foreign currency bids into rupees by taking into account the BC selling rate of Parliament Street Branch of State Bank of India, New Delhi on the ERV reckoning date (as defined in **Annexure I to Appendix H**), ie the last date of submission of Commercial Bids as per RFP. Thereafter, the procedure as described above in Para 4.3 will be applied to arrive at NPV.

3.5 All bidders are required to indicate year-wise and currency-wise amount required as per their price bid in format given below. In case the firm a bidder does not provide year-wise cash flow details in price bid, the amount quoted in their price bid will not be discounted for comparison purposes.

Year	Dollars	Euros	Pound Sterling	Rupees	Total Cash-flow

Appendix K
(Refers to Para 44 of RFP)

STANDARD CONDITIONS OF RFP

LAW

1. The present Contract shall be considered and made in accordance to the laws of Republic of India.

ARBITRATION

2.1 All disputes or differences arising out of or in connection with the present Contract, including the one connected with the validity of the present Contract or any part thereof, shall be settled by bilateral discussions.

2.2 Any dispute, disagreement or question arising out of or relating to this Contractor relating to construction or performance (except as to any matter the decision or determination where of is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to the Arbitration Tribunal consisting of three arbitrators.

2.3 Within sixty (60) days of the receipt of the said Notice, one arbitrator shall be nominated in writing by SELLER and one arbitrator shall be nominated by BUYER.

2.4 The third arbitrator, shall be nominated by the parties within ninety (90) days of the receipt of the notice mentioned above, failing which the third arbitrator may be nominated under the provision of Indian Arbitration and Conciliation Act, 1996 (as amended from time to time) or by dispute resolution institutions like Indian Council of Arbitration or ICADR, at the request of either party, but the said nomination would be after consultation with both the parties. The arbitrator nominated under this Clause shall not be regarded or act as an umpire.

2.5 The Arbitration Tribunal shall have its seat in New Delhi or such other place in India as may be decided by the arbitrator.

2.6 The Arbitration Proceedings shall be conducted in India under the Indian Arbitration and Conciliation Act, 1996 (as amended from time to time) and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.

2.7 The decision of the majority of the arbitrators shall be final and binding on the parties to this contract.

2.8 Each party shall be a rits own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses of the third arbitrator shall be shared equally by the SELLER and the BUYER.

2.9 In the event of a vacancy caused in the office of the arbitrators, the party which

nominated such arbitrator, shall be entitled to nominate another in his place and the arbitration proceedings shall continue from the stage they were left by the retiring arbitrator.

2.10 In the event of one of the parties failing to nominate its arbitrator within sixty (60) days as above or if any of the parties does not nominate another arbitrator within sixty (60) days of the place of arbitrator falling vacant, then the other party shall be entitled after due notice of atleast thirty (30) days to request dispute resolution institutions in India like Indian Council of Arbitration and ICADR to nominate another arbitrator as above.

2.11 If the place of the third arbitrator falls vacant, his substitute shall be nominated according to the provisions herein above stipulated.

2.12 The parties shall continue to perform the irrespective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

FORCE MAJEURE

3.1 Should any force majeure circumstances arise, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within **(30 days)** of its occurrence informs in a written form the other party.

3.2 Force majeure shall mean fires, floods, natural disasters or other acts such as war, turmoil, strikes, sabotage, explosions, beyond the control of either party.

3.3 Provided the acts of The Government or any state parties of the seller which may affect the discharge of the Seller's obligation under the contract shall not be treated as Force Majeure.

PENALTY FOR USE OF UNDUE INFLUENCE

4.1 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 Contracts or forbearing to do or for having done or for borne to do any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or for bearing to show favour or disfavor to any person in relation to the Contract or any other Contract with the Government. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the know ledge of the seller) or the commission of any offence by the seller or any one 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, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller.

4.2 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.

AGENTS

5. The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores referred to in this contract. The Seller confirms that he has not engaged any person, party, firm or institution as an Agent including his Agents already intimated to MoD; to, influence, manipulate or in any way to recommend to any functionaries of the Government of India, whether officially or unofficially, to the award of the contract to the Seller, or to indulge in corrupt and unethical practices. The Seller has neither paid, promised nor has the intention to pay to any person, party, firm or institution in respect of any such intervention or manipulation. 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 Seller has engaged any such person, party, firm or institution and paid, promised or has intention 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 for any or all of the following actions:-

- (a) To pay to the Buyer any such amount paid as gift, reward, fees or consideration along with interest at the rate of 2% per annum above LIBOR rate.
- (b) The Buyer will also have a right to put on hold or cancel the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such 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 LIBOR rate
- (c) The Buyer will also have the right to recover any such amount referred in (a) and (b) above from other contracts of the Seller with the Government of India.
- (d) At the discretion of the Buyer, the Seller shall be liable for action as per extant policy on Putting on Hold, Suspension and Debarment of Entities

6. In case it is found to the satisfaction of the BUYER that the SELLER has engaged an Agent, or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents and clauses relating to Penalty for Use of Undue Influence, the SELLER, on demand of the BUYER shall provide necessary information/inspection of the relevant financial documents/ information, including a copy of the contract(s) and details of payment terms between the vendors and Agents engaged by him.

7. In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance-cum-Warranty Bond in the Purchase Contract that the provisions of Sanctions for Violations shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

8. The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance-cum-Warranty Bond incase of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

9. **Company Code of Conduct**

9.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

10. **Sanctions for Violation**

10.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one 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 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

(ii) Performance-cum-Warranty Bond **post signing of contract** shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without any compensation to the Bidder.

(iv) To recover all sums already paid by the Buyer, incase of an Indian Bidder with interest there on at 2% higher than the prevailing Base Rate of SBI and incase of a Bidder from a country other than India with interest there on at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and Performance-cum-Warranty Bond if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.

(vi) To cancel all or any other Contracts with the Bidder.

(vii) To Put on Hold or Suspend or Debar the bidder as per the extant policy.

(viii) To recover all sums paid in violation of this Pact by Bidder(s) to any Agent or broker with a view to securing the contract.

(ix) If the Bidder or any employee of the Bidder or any person acting on

behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to debar the Bidder from the bid process or rescind the contract without payment of any compensation to the Bidder. The term '**close relative**' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

(x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer and if he does so, the Buyer shall be entitled forth with to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

(xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

10.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Pact.

11. **Fall Clause**

11.1 The Bidder undertakes that he has not supplied/is not supplying the similar products, systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, even if the contract has already been concluded.

11.2 The Bidder shall strive to accord the most favoured customer treatment to the Buyer in respect of all matters pertaining to the present case.

12. **Independent Monitors**

12.1 The Buyer has appointed Independent Monitors for this Pact in consultation

with the Central Vigilance Commission. The names and addresses of nominated Independent Monitors (at the time of issue of RFP) are as follows (however the vendor must refer to the MoD website at www.mod.nic.in to check for changes to these details):-

(a) Shri Ravikant, IAS/ Bihar (1984) (Retd)
Apartment No 502, Tower-1, M3M Merlin,
Sector-67, Gurugram-122001(Haryana)
Mob : 9953555566, **Email-** 84ravikant@gmail.com

(b) Dr.Prabhat Kumar, IAS/ UP (1985) (Retd)
C-120, Sector-39, Noida-201301
Gautam Budh Nagar (Uttar Pradesh)
Mob : 9810530048, **Email-** prabhatfamily@gmail.com

(c) Shri Chet Ram, IRS (1985) (Retd)
Flat No A-203, Building Gemini, Gladys AlwaresMarg,
Hiranandani Meadows, Off-Pokhran Road No.2,
Thane (W), Maharashtra-400610
Mob : 9869479987, **Email-** cr_koli@yahoo.com

12.1A All communications to Independent Monitors will be copied to Director (Vigilance). The Designation and Contact details of Director (Vigilance) are as follows:-

Director (Vigilance)
Room No 340,
B Wing, Sena Bhawan
New Delhi 110011
Tel No - 011 – 23012304

12.2 After the Integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the Independent Monitors, if required by them.

12.3 The Bidder(s), if they deem it necessary, may furnish any information as relevant to their bid to the Independent Monitors.

12.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent Monitors for their comments/enquiry.

12.5 If the Independent Monitors need to peruse the relevant records of the Buyer in connection with the complaint sent to them by the Buyer, the Buyer shall make arrangement for such perusal of records by the Independent Monitors.

12.6 The report of enquiry, if any, made by the Independent Monitors shall be submitted to the head of the Acquisition Wing of the Ministry of Defence, Government of India for a final and appropriate decision in the matter keeping in view the provision of this Pact.

13. **Examination of Books of Accounts**

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

14. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. New Delhi.

15. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

16. **Validity**

16.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later.

16.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

17. The Parties hereby sign this Integrity Pact at on

BUYER

BIDDER

MINISTRY OF DEFENCE,
GOVERNMENT OF INDIA

CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____
2. _____

1. _____
2. _____

Appendix L
(Refers to Para 6of RFP)

CRITERIA FOR VENDOR SELECTION / PRE-QUALIFICATION
FOR - RFP ISSUE / INCLUSION INRFP REQUIREMENTS

<u>Sl No</u>	<u>Parameter</u>	<u>For all Cases except Shipbuilding (Ch XII), Make (Ch III &IV) and Strategic Partnerships (Ch VII)</u>
(a)	Financial	
(i)	Net Worth	Net worth should be Positive.
(ii)	Insolvency	The entity should not be under insolvency resolution as per IBC at any stage of procurement process from the issuing of RFP to the signing of contract.
(b)	Technical	
(i)	Nature of Business	Manufacturing entity or System Integrator or Fabricator of defence equipment and not a trading company, except in cases where OEM participates only through its authorised Vendors.
(ii)	Experience in related field	Min 02 Yrs experience in manufacturing/ integration/ Fabrication as applicable in the instant case.
(c)	Others	
(i)	Industrial License (if applicable)	Posses or be in the process of acquiring a license, if the product under project requires license as per DIPP licensing policy.
(ii)	Registration	Registered for Min 02 Years, 01 years for MSMEs. Min no of years not applicable for JVs constituted specifically for a project.

2. **Start Ups/ MSMEs.** Start Ups would be defined as per GSR 127 (E) dated 19 Feb 2019 (as amended from time to time). Exemption towards prior experience could be considered for Micro & Small enterprises and startups as per DEPP policy letter No F.20/2/2014-PPD(Pt) dt 20 Sep 2016.

(Note : Start Ups should not be confused with New entrants who may be high / mid-sized groups having financial support and manufacturing experiences and now venturing into Defence Production).

Appendix M
(Refers to Para 50of RFP)

DOCUMENTS TO BE SUBMITTED BY THE BIDDER ALONG WITH THEIR TECHNO-COMMERCIAL PROPOSALS

The list of documents which needs to be mandatorily submitted by the Bidders as part of Technical Proposal are placed below. Non-submission of the documents may result in disqualification of the Bidder from the bidding process.

Ser No.	Reference	Document Description
1	Para 5 (a)of RFP	Declaration by Bidder : Debarment of vendors
2	Para 14of RFP	Declaration by Bidder: Government Regulation
3	Para 16 of RFP	Declaration by Bidder : Patent Rights
4	Para 17of RFP	Declaration by Bidder : Fall Clause
5	Para 24of RFP	Technical document covering performance parameters.
6	Appendix B	Compliance Table
7	Appendix C	Warranty Clause
8	Appendix D	CERTIFICATE: Malicious Code
9	Annexure Ito Appendix E	Technical Literature
10	Appendix G	Draft ATP
11	Appendix J	Bid Evaluation and Acceptance Criteria
12	Appendix L	Criteria for Vendor Selection/ Pre-Qualification
13		Any other document as per RFP

Appendix N**GLOSSARY**

AoN	Acceptance of Necessity
ATP	Acceptance Test Procedure
CMC	Comprehensive Maintenance Contract
CNC	Contract Negotiation Committee
DGQA	Director General of Quality Assurance
DPB	Defence Procurement Board
DAP	Defence Acquisition Procedure
GoI	Government of India
IC	Indigenous Content
IDDM	Indigenously Designed & Developed Manufactured
IM	Indigenously Manufactured
IP	Integrity Pact
LRU	Line Replaceable Unit
MoD	Ministry of Defence
NCNC	No Cost No Commitment
OEM	Original Equipment Manufacturer
OTE	Open Tender Enquiry
QA	Quality Assurance
RFP	Request for Proposal
SPB	Services Procurement Board.
SHQ	Service Headquarters
UHB	User Hand Book