

COVER PAGE



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Ministry of Defence
Government of India

REQUEST FOR PROPOSAL
BY
MINISTRY OF DEFENCE
GOVERNMENT OF INDIA
FOR PROCUREMENT OF QUANTITY 18 ARTICULATED
ALL-TERRAIN VEHICLES (AATVs)

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This document contains 95 pages including cover page and Appendices.

Tele: 011-23012156
 Fax: 91-11-23792414
 E-mail: tmls-mod@nic.in

File No: **75961/GS/CD/RFP Cell/AATV**

Additional Director General
 Acquisition Technical (Army)
 New Delhi-110011

25 Mar 2022

To

**REQUEST FOR TECHNICAL AND COMMERCIAL PROPOSAL FOR
 PROCUREMENT OF QUANTITY 18 ARTICULATED ALL-TERRAIN VEHICLES
 (AATVs) CATEGORY: BUY (INDIAN)**

Dear Sir/Madam,

1. The Ministry of Defence, Government of India, intends to procure **Quantity 18 Articulated All-Terrain Vehicles for Indian Army under Buy (Indian) Category** and seeks participation in the procurement process from prospective Bidders subject to requirements in succeeding paragraphs.

Synopsis

2. **Broad Description of Equipment/System.** Articulated All-Terrain Vehicles is twin cabin, tracked, amphibious carrier for off road mobility. Special design of the equipment exerts low nominal ground pressure on the soil and a pull-push mode of locomotion between two cabins, facilitates mobility over varied terrains like snow, desert and slush. Ballistic protection in the cabin body will also ensure protection to troops from small arms fire.

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	Articulated All-Terrain Vehicles	Heading and Para 1
(b)	Quantity Required	18	Heading and Para 1
(c)	Categorisation of Procurement	Buy (Indian)	Heading and Para 1
(d)	Minimum IC Content required	≥ 60%	Para 6
(e)	Place(s) of Delivery	Transit Vehicle Platoon, Nimu (Quantity-12 Nos) & Ordnance Maintenance Company (Bhuj) (Quantity-06 Nos)	Para 1.1.1 of Appx H

Ser No.	Description	Details	Reference Para of the RFP
(f)	Warranty Period	24 Months	Para 11
(g)	IPBG Amount	70 Lakh	Para 20
(h)	Last date for submission of Pre-bid queries	18 April 2022	Para 22
(j)	Date and time for Pre-bid meeting	1000 Hrs, 06 May 2022	Para 23
(k)	Last date and time for Bid Submission	1500 Hrs, 17 June 2022	Para 24

4. **Special features of the RFP.** The procurement case is processed under Buy Indian category as per Para 9 of chapter I of DAP-2020. The procurement is being carried out by Open Tender Enquiry. Trials will be carried out on No Cost No Commitment (NCNC) basis in India as per Para 66 of Chapter II of DAP 2020.

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

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(a)	Part I - General Requirements	6
(b)	Part II - Technical Requirements	11
(c)	Part III - Commercial Requirements	16
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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 Armed Forces.

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 GoI, MoD website www.mod.nic.in.

Yours faithfully

(D K Singh)

Col

Director 'C'

O/o ADG Acq Tech (Army)

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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, requirement for training, Engineering Support Package (ESP), 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 and IPBG, 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 along with 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 {for multi-vendor cases in Buy (Indian) cases}**. 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 TEC.

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 9 of Chapter I** and **Para 1 of Appendix B to Chapter I of DAP 2020**. 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 DAP 2020**. The right to audit Bidder/ sub-contractors/suppliers/technology partners shall vest in the Ministry of Defence as prescribed under **Para 10 of Appendix B to Chapter I**; and aspects of delivery, certification, payments, withholding of payments and imposition of penalties shall be as prescribed under **Para 11 to 15** thereof. Furthermore, Bidder 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 DAP 2020 is available at MoD, Gol website (www.mod.nic.in) for reference and free download.

8. **Year of Production**. Deliverables 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 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 equipment and services along with the relevant payment stages is specified at **Annexure V to Appendix H**. The delivery schedule is given as below: -

Ser No	Activity	Delivery Timelines	Remarks
(a)	Delivery of Quantity 18 (Eighteen)	T ₀ to T ₀ + 24 months	T ₀ is the date of payment of Advance, post signing of Contract

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 a warranty for 24 months. Commencement of warranty will be from the date of acceptance post JRI. Warranty Clause is given at **Appendix C** to this RFP. Defect Investigation of the equipment shall be carried out as per provisions of the Buyer and QA agency.

12. **In Service Life.** **The In-Service Life of Articulated All-Terrain Vehicles will be minimum 15 years.** The Bidder is required to give details of reliability model, reliability prediction and its validation by designer/manufacture to ensure reliability of stores throughout Service life. The efficacy of reliability model/prediction/validation would be verified during technical and environmental evaluation as indicated in **Para 38** 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 15 years. 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.

13(b). **Codification.** The Bidder agrees to provide existing NATO Stock Numbers (NSNs) of OEM for each item supplied under the contract as per part list (including MRLS). In case, the NSNs are not available, the bidder agrees to codify using basic technical characteristics as required for codification in consultation with MoD/Directorate of Standardisation. In case of IPR issues, codification will be undertaken as Type IV codification (where only the manufacturer details and part number are to be provided).

14. **Obsolescence Management Plan.** An actionable obsolescence management plan is to be proposed by the Bidder along with the mechanism for intimation of notification of obsolescence. The modalities of the mechanism for intimation of notification would be deliberated during CNC. The mutually agreed mechanism for intimation would form an integral part of the contract. All upgrades and modifications carried out on the equipment during the next **15 years** or **during its life cycle** must be intimated to the SHQ as per the agreed mechanism.

15. **Training of Operator, QA and Maintenance Personnel.** A training package for training of operators, operator trainers and maintenance personnel to undertake operation and maintenance of equipment, along with tools and test jigs and training of QA personnel for Quality Assurance of equipment would be required to be carried out in English/ Hindi language (as required). This training shall be designed to give the operators and maintainers necessary knowledge and skills to operate & maintain equipment (level 1 to 2 or 'O' to 'I'). The syllabus will be defined by the Bidder in consultation with the Buyer during trials. The maintenance training will be imparted to the satisfaction of the Buyer and Bidder will ensure that the training content and period will be to impart working proficiency up to the required level. All training requirements such as training aids, projection system, complete equipment with accessories/ optionals, technical literature, spares, test equipment / test set up, charts, training handouts, power point presentations, Computer Based Training (CBT), Documentation, Simulators etc will be catered by the Bidder.

16. The Bidder would provide the following training to the personnel of the Buyer based on agreed terms of contract: -

(a) **Operator Training.** Operator training for a duration of **12 working days, 36 personnel** strength (**24-Leh and 12-Rann of Kutch (Gujarat)**) in **02 batches** are to be provided at **Buyer premises**.

(b) **Repair and Maintenance Training.** Maintenance training for a duration of **28 working days, 40 personnel in 02 batches** at **Bidder premises** is to be undertaken for Field and Intermediate level repairs.

(c) The above training should meet the needs of repair & maintenance of the complete equipment, SMTs/STEs, test set up, assemblies/sub-assemblies as per the stipulated repair philosophy.

(d) Training for QA personnel as per scope mentioned in Para 41 of RFP for **08 personnel in 01 batch** for a duration of 04 working days is to be undertaken in **Bidder premises..**

Notes: -

(i) Training of DGQA personnel to be undertaken before commencement of PDI.

(ii) Training of User to be undertaken immediately after delivery of first lot of equipment at Buyer Premises (Leh & Rann of Kutch (Gujarat)) and of Maintenance Personnel to be undertaken minimum 06 months prior to delivery of last lot of equipment at Bidder Premises. Details of training to be decided mutually between the Buyer and the Bidder.

17. **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.

18. It may be further confirmed that all national and international obligations relevant to transfer of conventional arms 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.

19. **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.

20. **Integrity Pact.** In the subject RFP, the Bidder is required to sign and submit Pre Contract Integrity Pact (PCIP) given at **Annexure I to Appendix K** to this RFP and shall also deposit **₹70 Lakh** as Integrity Pact Bank Guarantee (IPBG) through any of the instruments mentioned therein. This would be submitted in a separate envelope clearly marked as 'IP and IPBG' at the time of submission of Technical and Commercial offers. The Beneficiary Bank Details for furnishing IPBG are as follows: -

(IFSC Code - SBIN0000691)
State Bank of India
New Delhi Main Branch
C Block, 11 Parliament Street
New Delhi, Pin: 110001

21. **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

22. Any queries/clarifications to this RFP may be sent to this office by **18 April 2022**. A copy of the same may also be sent to **Directorate General of Infantry (Inf-5), General Staff Branch, Room No 411B, D-I Wing, Sena Bhawan, IHQ of MoD (Army), DHQ PO, New Delhi - 110011 (Tele / Fax No 011-23333821)**.

23. **Pre-Bid Meeting**. A pre-bid meeting will be organised by SHQ at **1000 hrs** on **06 May 2022** at address mentioned at Para 22 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 **Directorate General of Infantry (Inf-5)**, to facilitate obtaining of security clearance.

24. **Submission of Bids**. The Technical and Commercial Proposals along with IP and IPBG should be sealed separately in three separate envelopes clearly indicating Commercial/ Technical/ IP and IPBG, 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 **1500 hours** on **17 June 2022**: -

**BRIG CD-1
DIRECTORATE GENERAL OF CAPABILITY DEVELOPMENT,
GENERAL SERVICE BRANCH,
IHQ Of MoD (ARMY),
A WING, SENA BHAWAN,
DHQ PO, NEW DELHI-110011
TELE & FAX: 011-23019003**

25. Offer opening by a Offer opening committee will be held at **1100 hrs** on **20 June 2022** at the same venue as indicated at Para 24 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

26. 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 field evaluation on a “No Cost No Commitment” basis.

27. **Operational Characteristics and Features.** The broad operational characteristics including Essential Parameters ‘A’ and features that are to be met by the equipment are elucidated at **Appendix A** to this RFP.

28. **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/shelf life. The range and depth of spares included in the proposal should be supported by necessary reliability and prediction model or authenticated by past data on the similar equipment in use. These would be evaluated during FET. Any Bidder found to be providing lesser ESP/MRLS in terms of range and depth will have to make good the deficiency at no extra cost. The revised list of MRLS to this effect is to be submitted prior Staff Evaluation.

29. 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.

30. **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.

31. 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.

32. **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.

33. **Field Evaluation**. The Bidder is requested to confirm his willingness to provide the equipment for trial evaluation in India on "No Cost No Commitment" basis, when so requested. The Buyer, at his own expense, will depute its representatives for the Field Evaluation Trials (FETs). If any part of the FETs are conducted in the Buyer's facilities, the Bidder shall depute his personnel and equipment at his own expenses and bear the cost of all expenses of trials. The QA Test will be conducted either at VRDE, Ahmednagar or at any other test facility available/ arranged by OEM and test charges if any, be borne by the seller. The approximate testing charges required to be paid by the Bidders, as stipulated by DGQA in consultation with VRDE is appended below: -

Ser No	Item (Vehicle Portion)	Amount (Rs)
1.	Turning Radius	19400
2.	Gradient	27200
3.	Side Slope	25400
4.	Vertical Step	6900
5.	Trench	11400
6.	Fording capacity without water current	70100
Total (Approximate)		160400

34. **Product Support (ESP)**. After induction, the equipment would be repaired and maintained as per the repair and maintenance philosophy at **Appendix E** to this RFP. The information on Engineering Support Package that is required to be provided is enclosed at **Annexure I to IV to Appendix E** to this RFP. The consumables including oils & lubricants are required to be supplied by the Bidder during warranty period of the equipment.

35. **Spares**. The spares requirement will be as per **Appendix E** to this RFP. The spares are required to be categorized in four categories as follows: -

- (a) Manufactured by Bidder as OEM and can be sourced as per Part No.
- (b) Bought out items and customized by the OEM for the specific purpose and such customization would require OEM intervention.
- (c) Bought out from other OEMs/Third Party as specialised items and used without any customization. Such items can be sourced by quoting their Part No./Identification No. as given by OEM/Third Party and directly utilised.
- (d) General Engineering items/COTs which can be sourced by stating the relevant standards and item description.

36. As brought out at **Para 28**, the range and depth of spares included in the proposal should be supported by necessary reliability and prediction model or authenticated by past data on the similar equipment in use. These would be evaluated during FET. Any Bidder found to be providing lesser ESP/MRLS in terms of range and depth will have to make good the deficiency at no extra cost. The revised list of MRLS to this effect is to be submitted prior to Staff Evaluation (SE). The Buyer would also have the option to amend the MRLS proposed by the Bidder within **02 years** of the expiry of the warranty period. The Bidders would either ‘Buy Back’ the spares rendered surplus or exchange them on cost to cost

basis with the spares as required by the Buyer. The said spares would be purchased/ replaced by the Bidder, based on the prices negotiated in the contract. The 'Buy Back' clause would not be applicable for additional spares included by the Buyer in MRLS during Field Evaluation Trials and Staff Evaluation stage, as brought out at **Para 28** of RFP.

37. **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 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 will submit techno-commercial proposal for upgradation of equipment, wherever applicable, to mitigate technology obsolescence and for ensuring product support for next **15 years**.

Evaluation of Technical Offers

38. The Technical Offer will be evaluated by a Technical Evaluation Committee (TEC) to confirm that the equipment being offered meets the Essential Parameters as elaborated at **Appendix A**. Thereafter, the Bidder of the short listed equipment would be asked to provide the equipment (**01 Quantity**) for trial evaluation as per trial methodology given at **Appendix F** to this RFP, at 'No Cost No Commitment' basis.

Field Evaluation Trials

39. For an equipment to be introduced in service, it is mandatory that it successfully clears all stipulated test/ trials/ evaluations as per RFP. The trial evaluation process will be carried out as per Trial Methodology attached as **Appendix F**. The trial evaluation process comprises of the following phases: -

- (a) **User Trials.** These will involve functional testing by user of the equipment in various specified conditions as per requirement and may be done in more than one phase. Trials will be conducted only pertaining to conditions where the equipment is most likely to be deployed. In other conditions where the probability of deployment is not high, appropriate vendor certifications confirming the functional effectiveness under such conditions can be given and simulations based testing can be resorted to wherever applicable. In case, equipment fielded requires any repairs/modifications during the course of trials, these in situ servicing, repair, maintenance actions or modifications as requested by the vendor will be permitted. Towards this, Vendors shall ensure availability of requisite maintenance teams/ experts onsite during the conduct of trials. Permission for trial equipment to move out of the trial location for a defined period for such repairs or modifications can be permitted on a case to case basis. In single vendor cases permission for the above may be permitted by the OIC Trials itself. The Bidder is responsible towards conduct of Trials in terms of transportation, POLs, consumables and other requirements.

(b) **Technical Trials.** Technical trials will be conducted by QA agency as per Technical Evaluation Plan (to be specified at **Para 41** below) to assess conformance to the quality requirements, standards and specifications. Equipment/assemblies/sub-assemblies will be subjected to environmental tests wherever applicable. As far as possible, physical evaluation will only be carried out of critical parameters and other parameters will be evaluated based on vendor certification duly supported by certification by NABL accredited laboratories/internationally recognised laboratories. Towards this, Bidder will submit the technical documentation and draft ATP as part of technical bid or at least one month before commencement of FET. QA agencies will finalise ATP in respect of all Bidders during trials.

(c) **Maintainability Evaluation Trial (MET).** MET to address maintenance, repair and spares support aspects of acquisition, wherever feasible, will be undertaken through the OEM documentation concurrent to the User Trials. Essential tests towards establishing maintainability would be undertaken to establish adequacy of maintenance tools, test equipment and spares utilisation. Actual stripping of the equipment to establish adequacy of maintenance tools, test equipment and spares utilisation will ideally be undertaken, where considered necessary by the Buyer.

40. Commercial offers will be opened only of Bidders whose equipment is short-listed, after FET and SE. In other words, the equipment would be required to be trial evaluated and found suitable prior to commencement of any commercial negotiations.

Quality Assurance Instructions & Technical Evaluation Plan

41. Bidder is to submit a Draft Acceptance Test Procedure (ATP) along with the Technical bid or at least one month before commencement of FET, as per the QA instructions and ATP guidelines, given in **Appendix G**. Based on the draft ATP, the ATP will be finalised by the Buyer's QA agency with Bidder during Technical Trials. 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 are 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 establish no defects or faults occurring during transit. QA of equipment and MRLS will be carried out as per finalised QA plan in the contract. For technical trials by QA agencies, the Bidder will arrange for requisite test facilities at OEM premises/ accredited laboratories for establishing conformance. In addition, the vendor is also required to provide the various test jigs during the conduct of validation test by DGQA, wherever applicable. The details of test facilities available at DGQA or available at www.dggqadefence.gov.in. The successful Bidder would also be required to provide those test facilities at OEM premises/accredited laboratories for quality assurance, which are not available with QA agencies. Details of the same will be intimated to the Bidder during finalisation of ATP in Technical trials. For non-testable items CoC of OEM/ QA checks procedure of firm will be submitted.

Marking and Packaging

42. **Marking of Deliverables.** The Bidder shall ensure that each Articulated All Terrain Vehicle (AATV) is marked clearly and indelibly with non-corrosive paint, as follows: -

'ARTICULATED ALL TERRAIN VEHICLE (AATV)'

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

43. **Packaging of Deliverables.** The Bidder shall pack or have packed the deliverables (such as MRLS, SMT, STE, Technical Literature/User Hand Books and Training Material etc), 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.
- (c) Packing of electronic equipment will be as per JSS 0283-01: 1981.
- (d) Each electronic unit will be put with a security seal post PDI in the presence of the QA rep.
- (e) Seller should provide packing and preservation of the equipment and spares contracts so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage, handling in field environment, rain and humid conditions. The seller shall ensure the stores are packed in containers which are made sufficiently strong. The packing cases should have hooks for lifting by crane/ fort lift trucks. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

44. 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 full part number in accordance with codification details.
- (d) The makers part, catalogue, serial, batch number, as appropriate.
- (e) The contract number.
- (f) Any statutory hazard markings and any handling markings including the mass of any package which exceeds 3 kgs.
- (g) The Packaging Label (**military P**).

PART III - COMMERCIAL REQUIREMENTS

45. 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.

Commercial Bid

46. 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.

47. Commercial offers will be opened only of the Bidder whose equipment is short-listed after technical trials and staff evaluation. The Commercial Offer must be firm and fixed and should be valid for at least 18 months from the last date of bid submission.

Commercial Bid Opening

48. The Commercial Offers will be opened by the Contract Negotiation Committee (CNC) and if Bidder desires he may depute his representative, duly authorised in writing, to be present at the time of opening of the offers.

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

50. The CNC will determine the lowest bidder (L1).

Additional Aspects

51. **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.

PART IV: BID EVALUATION AND ACCEPTANCE CRITERIA

52. 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.

53. 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.

54. The bid and all communications in relation to or concerning the bidding documents shall be in English language.

55. **Evaluation and Acceptance Process.**

(a) **Evaluation of Technical Proposals.** The technical proposals forwarded by the Bidders will be evaluated by a Technical Evaluation Committee (TEC). The TEC 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 shortlisting the Bidders. The shortlisted Bidders shall be asked to submit the equipment for Field Evaluation in varying climatic, altitude and terrain conditions. The compliance would be determined only on the basis of the parameters specified in the RFP. A Staff Evaluation will be carried out, which will give out the compliance of the demonstrated performance of the equipment vis-à-vis the requirements. The Staff Evaluation will analyse the field 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 TEC; equipment has been shortlisted after Field Evaluation Trials and Staff Evaluation. 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 Contract Negotiation Committee (CNC) on the basis of **Appendix J** to this RFP. Only L-1 bidder would be invited for negotiations by CNC.

(c) **Contract Conclusion/ Placement of Order.** The successful conclusion of CNC will be followed by contract conclusion/ placement of order.

Appendix A

(Refers to Para 26, 27, 28, 30(a), 31 & 38 of RFP)

OPERATIONAL CHARACTERISTICS AND FEATURES

1. Operational Parameters.

- (a) **Terrain.** The AATV should be capable to operate up to 18000 feet in High Altitude Areas (Glaciated and Snow bound) and marshy terrain (salt waste dry/wet) in Plains.
- (b) **Payload Capacity.** Minimum three (03) tons.
- (c) **Seating Capacity.** The AATV should have facility for carriage of minimum ten (10) personnel (excluding the vehicle crew), all with combat load.
- (d) **Ballistic Protection.**
 - (i) Should have inbuilt ballistic protection of minimum standard STANAG 4569 Level 1 (KE threat) for both opaque & transparent surfaces (less bottom).
 - (ii) No Up-Armouring or Add-On armouring should be used.
- (e) **Power to Weight Ratio.** Not less than 20 HP/Ton (with minimum payload of three (703) Tons).
- (f) **Operating Range.** Not less than 150 Kms with full payload in cross-country terrain in Plains and at an altitude of 15000 to 18000 feet.
- (g) **Maximum Speed.** Not less than 30 Kmph while moving cross country on hard soil terrain on a near horizontal gradient with full payload of three (03) tons at 15000-18000 ft.
- (h) **Turning Radius.** The maximum turning radius should not be more than 12 meters.
- (j) **Gradient.** Should be able to manoeuvre over hard mountainous terrains with gradient of minimum 30° with full payload.
- (k) **Side Slope.** Should be able to manoeuvre over hard mountainous terrains with side slope gradient of minimum 17° with full payload.
- (l) **Vertical Step.** Should be able to manoeuvre over terrains with vertical step height of minimum 0.5 m with full payload.
- (m) **Trench.** Should be able to manoeuvre over terrains with trench width of minimum 1.5 m with full payload.

- (n) **Floatation.** Should be capable of floatation over a water body with speed of water current not exceeding 2 knots with full payload and preparation time not exceeding 15 minutes.
- (o) **Fording Capability.** Should be capable of fording across a water body of depth not more than 01 m and speed of water current not exceeding 1.5 knots with full payload.
- (p) **Operating Altitude.** Should be able to operate optimally at an altitude of up to 18000 feet with full payload.
- (q) **Ground Clearance.** Not less than 300 mm, with full payload of three (03) tons.
- (r) **Cold Start Facility.** Should have inbuilt cold engine start system.
- (s) **Heating, Ventilation and Air Conditioning (HVAC).** Environmental control/HVAC system will be provided in the vehicle cabins with arrangements for both cooling and heating. A temperature of $25^{\circ}\text{C} \pm 5^{\circ}\text{C}$ up to an ambient temperature of 45°C and 15°C drop in temperature for ambient temperature above 45°C should be achievable. Similarly, a temperature of $25^{\circ}\text{C} \pm 5^{\circ}\text{C}$ up to an ambient temperature of 0°C and 15°C rise in temperature for ambient temperature below 0°C should be achievable.
- (t) **Air Transportability.** Should be transportable by service aircrafts held with Indian Armed Forces (C130 J/ C-17/IL-76).
- (u) **Operating Temperature.** The AATV should optimally function at following temperatures.
 - (i) Minimum Temperature - Between minus 10°C and minus 20°C .
 - (ii) Maximum Temperature - Between 40°C and 45°C .

2. **Technical Parameters.**

- (a) **Vehicle Type.** The AATV should be a twin cabin and tracked vehicle.
- (b) **Gross Vehicle Weight.** The Gross Vehicle Weight of the AATV with payload of three (03) tons should not be more than 16 Tons.
- (c) **Overall Dimensions of Vehicle.**
 - (i) **Length** - Not more than 10 m.
 - (ii) **Width** - Not more than 2.5 m.
 - (iii) **Height.** - Not more than 3 m excluding the Radio Set antenna.
- (d) **Hatch.** Should have a gunner's hatch on top of both cabins. A hatch door should be provided that can be closed and bolted from inside when not required.
- (e) **Windscreen.** The windscreen of front cabin should be in two parts.

- (f) **Water Storage.** AATV should be equipped with a Grade 304 Stainless Steel drinking water storage tank of not less than 150 litres capacity with tap arrangement inside the vehicle.
- (g) **Transmission.** The AATV should have fully automatic transmission.
- (h) **Steering.** The vehicle should have power steering.
- (j) **Nominal Ground Pressure.** Nominal Ground Pressure of the vehicle should not be more than 0.40 Kgf/cm².
- (k) **Emission Norms.** Should be compliant to minimum BS-III or equivalent standard.
- (l) **Self-Recovery.** Should have inbuilt self-recovery capability with full payload.

3. **Maintainability & Ergonomic Parameters.**

- (a) **Safety Arrangements.** Seat harness for both crew and passengers and should have a provision for bilge pump in case of emergency during floatation.
- (b) **Intercommunication.** Should have an intercommunication facility between two cabins.
- (c) **Lighting Arrangements.**
 - (i) **Front.** To be equipped with two each of Head Lights, Fog Lights, Turn Signal Indicators and Convoy Lights.
 - (ii) **Rear.** To be equipped with two each of Tail Lights, Brake Lights, Turn Signal Indicators, Reverse Lights and Convoy Lights.
 - (iii) **Body.** Minimum three lights inside each cabin body. An extendable LED map reading light each is to be provided in the front cabin near co-driver's seat.
- (d) **Accessories.** Accessories as under should be provided with the vehicle.
 - (i) Jack with capacity - One per vehicle with capacity 20 Tons.
 - (ii) Defogger - Defogging system in each vehicle.
 - (iii) Hazard and warning lamp - One each in front & rear per vehicle.
 - (iv) Radio Set Antenna Mount - One per vehicle (in front cabin).
 - (v) Wiper - Two on windscreen per vehicle.
 - (vi) Recovery hooks - One each in front & rear with D-Shackles per vehicle.

- (vii) Fire Extinguishers - One multi-purpose dry chemical powder fire extinguisher in each cabin per vehicle of two Kgs capacity each suitably mounted inside the vehicle.
 - (viii) First aid kit - One each per cabin per vehicle.
 - (ix) Warning Triangle - Two per vehicle.
 - (x) Vehicle tool kit and accessories/ attachments associated with the AATV.
- (e) Suitable vehicle information system with display/ warning lights/ audio signals for speed, odometer, trip-meter, engine temperature, door ajar, fuel indicator, battery indicator and lubricant oil pressure lamp should be provided.
- (f) **Service Life.** The AATV should have a service life of minimum 15 years.
- (g) **Life Expectancy of Tracks.** Should be minimum 5000 km on metalled roads. In case of metallic tracks in the AATV, the vendor should provide additional rubber pads/ shoes for tracks for movement over asphalt surface.
- (h) **FOL and Batteries.** The type and grade of Fuel, Oil & Lubricants (FOL) and batteries should be easily available commercially in India.
- (j) **Weather Proofing.** The vehicle will be painted with corrosion resistant paint.

Appendix B
(Refers to Para 26, 30(b) & 31 of RFP)

COMPLIANCE TABLE

SI No.	Appx A Para Ref	Parameters (As per Appendix A)	Compliance	Reference of Page No, Para No & Sub Para No of Vendors Main Technical Document
1		<u>PART – I: General Condition of RFP (Para 1 to 55)</u>		
2		<u>PART – II : Technical Parameters as per Appendix ‘A’</u>		
3		<u>Essential Parameters ‘A’</u>		
4	1.	<u>Operational Parameters</u>		
5	1(a).	<u>Terrain.</u> The AATV should be capable to operate up to 18000 feet in High Altitude Areas (Glaciated and Snow bound) and marshy terrain (salt waste dry/wet) in plains.		
6	1(b).	<u>Payload Capacity.</u> Minimum three (03) tons.		
7	1(c).	<u>Seating Capacity.</u> The AATV should have facility for carriage of minimum ten (10) personnel (excluding the vehicle crew), all with combat load.		
8		<u>Ballistic Protection</u>		
9	1(d).	(i) Should have inbuilt ballistic protection of minimum standard STANAG 4569 Level 1 (KE threat) for both opaque & transparent surfaces (less bottom).		
10		(ii) No Up-Armouring or Add-On armouring should be used.		
11	1(e).	<u>Power to Weight Ratio.</u> Not less than 20 HP/Ton (with minimum payload of three (03) Tons).		
12	1(f).	<u>Operating Range.</u> Not less than 150 Kms with full payload in cross-country terrain in Plains and at an altitude of 15000 to 18000 feet.		

SI No.	Appx A Para Ref	Parameters (As per Appendix A)	Compliance	Reference of Page No, Para No & Sub Para No of Vendors Main Technical Document
13	1(g).	<u>Maximum Speed.</u> Not less than 30 Kmph while moving cross country on hard soil terrain on a near horizontal gradient with full payload of three (03) tons at 15000-18000 ft.		
14	1(h).	<u>Turning Radius.</u> The maximum turning radius should not be more than 12 meters.		
15	1(j).	<u>Gradient.</u> Should be able to manoeuvre over hard mountainous terrains with gradient of minimum 30° with full payload.		
16	1(k).	<u>Side Slope.</u> Should be able to manoeuvre over hard mountainous terrains with side slope gradient of minimum 17° with full payload.		
17	1(l).	<u>Vertical Step.</u> Should be able to manoeuvre over terrains with vertical step height of minimum 0.5 m with full payload.		
18	1(m).	<u>Trench.</u> Should be able to manoeuvre over terrains with trench width of minimum 1.5 m with full payload.		
19	1(n).	<u>Floatation.</u> Should be capable of floatation over a water body with speed of water current not exceeding 2 knots with full payload and preparation time not exceeding 15 minutes.		
20	1(o).	<u>Fording Capability.</u> Should be capable of fording across a water body of depth not more than 01 m and speed of water current not exceeding 1.5 knots with full payload.		
21	1(p).	<u>Operating Altitude.</u> Should be able to operate optimally at an altitude of up to 18000 feet with full payload.		
22	1(q).	<u>Ground Clearance.</u> Not less than 300 mm, with full payload of three (03) tons.		
23	1(r).	<u>Cold Start Facility.</u> Should have inbuilt cold engine start system.		

SI No.	Appx A Para Ref	Parameters (As per Appendix A)	Compliance	Reference of Page No, Para No & Sub Para No of Vendors Main Technical Document
24	1(s).	<u>Heating, Ventilation and Air Conditioning (HVAC).</u> Environmental control/HVAC system will be provided in the vehicle cabins with arrangements for both cooling and heating. A temperature of 25°C ± 5°C up to an ambient temperature of 45°C and 15°C drop in temperature for ambient temperature above 45°C should be achievable. Similarly, a temperature of 25°C ± 5°C up to an ambient temperature of 0°C and 15°C rise in temperature for ambient temperature below 0°C should be achievable.		
25	1(t).	<u>Air Transportability.</u> Should be transportable by service aircrafts held with Indian Armed Forces (C130J/C-17/IL-76).		
26	1(u).	<u>Operating Temperature.</u> The AATV should optimally function at following temperatures.		
27		(i) Minimum Temperature - Between minus 10°C and minus 20°C.		
28		(ii) Maximum Temperature - Between 40°C and 45°C.		
29	2.	<u>Technical Parameters</u>		
30	2(a).	<u>Vehicle Type.</u> The AATV should be a twin cabin and tracked vehicle.		
31	2(b).	<u>Gross Vehicle Weight.</u> The Gross Vehicle Weight of the AATV with payload of three (03) tons should not be more than 16 Tons.		
32	2(c).	<u>Overall Dimensions of Vehicle.</u>		
33		(i) <u>Length</u> - Not more than 10 m.		
34		(ii) <u>Width</u> - Not more than 2.5m.		
35		(iii) <u>Height</u> - Not more than 3 m excluding the Radio Set antenna.		

SI No.	Appx A Para Ref	Parameters (As per Appendix A)	Compliance	Reference of Page No, Para No & Sub Para No of Vendors Main Technical Document
36	2(d).	Hatch. Should have a gunner's hatch on top of both cabins. A hatch door should be provided that can be closed and bolted from inside when not required.		
37	2(e).	Windscreen. The windscreen of front cabin should be in two parts.		
38	2(f).	Water Storage. AATV should be equipped with a Grade 304 Stainless Steel drinking water storage tank of not less than 150 litres capacity with tap arrangement inside the vehicle.		
39	2(g).	Transmission. The AATV should have fully automatic transmission.		
40	2(h).	Steering. The vehicle should have power steering.		
41	2(i).	Nominal Ground Pressure. Nominal Ground Pressure of the vehicle should not be more than 0.40 Kg/cm ² .		
42	2(k).	Emission Norms. Should be compliant to minimum BS-III or equivalent standard.		
43	2(l).	Self-Recovery. Should have inbuilt self-recovery capability with full payload.		
44	3.	Maintenance and Ergonomics Parameters		
45	3(a).	Safety Arrangements. Seat harness for both crew and passengers and should have a provision for bilge pump in case of emergency during floatation.		
46	3(b).	Intercommunication. Should have an intercommunication facility between two cabins.		
47	3(c).	Lighting Arrangements.		
48		(i) Front. To be equipped with two each of Head Lights, Fog Lights, Turn Signal Indicators and Convoy Lights.		

SI No.	Appx A Para Ref	Parameters (As per Appendix A)	Compliance	Reference of Page No, Para No & Sub Para No of Vendors Main Technical Document
49	3(c).	(ii) Rear. To be equipped with two each of Tail Lights, Brake Lights, Turn Signal Indicators, Reserve Lights and Convoy Lights.		
50		(iii) Body. Minimum three lights inside each cabin body. An extendable LED map reading light each is to be provided in the front cabin near co-driver's seat.		
51	3(d).	Accessories. Accessories as under should be provided with the vehicle.		
52		(i) Jack with capacity - One per Vehicle with capacity 20 Tons.		
53		(ii) Defogger - Defogging system in each vehicle.		
54		(iii) Hazard and warning lamp - One each in front & rear per vehicle.		
55		(iv) Radio Set Antenna Mount - One per vehicle (in front cabin).		
56		(v) Wiper - Two on windscreen per vehicle.		
57		(vi) Recovery hooks - One each in front & rear with D-Shackles per vehicle		
58		(vii) Fire Extinguishers - One multi-purpose dry chemical powder fire extinguisher in each cabin per vehicle of two Kgs capacity each suitably mounted inside the vehicle.		
59		(viii) First aid kit - One each per cabin per vehicle.		
60		(ix) Warning Triangle - Two per vehicle.		
61		(x) Vehicle tool kit and accessories/attachments associated with the AATV.		

SI No.	Appx A Para Ref	Parameters (As per Appendix A)	Compliance	Reference of Page No, Para No & Sub Para No of Vendors Main Technical Document
62	3(e).	Suitable vehicle information system with display/warning lights/audio signals for speed, odometer, trip meter, engine temperature, door ajar, fuel indicator, battery indicator and lubricant oil pressure lamp should be provided.		
63	3(f).	<u>Service Life</u> . The AATV should have a service life of minimum 15 years.		
64	3(g).	<u>Life Expectancy of Tracks</u> . Should be minimum 5000 km on metalled roads. In case of metallic tracks in the AATV, the vendor should provide additional rubber pads/shoes for tracks for movement over asphalt surface.		
65	3(h).	<u>FOL and Batteries</u> . The type and grade of Fuel, Oil & Lubricants (FOL) and batteries should be easily available commercially in India.		
66	3(j).	<u>Weather Proofing</u> . The vehicle will be painted with corrosion resistant paint.		
67	<u>PART – III : Commercial Parameters as per RFP</u>			
68	Performance-cum-Warranty Bond as per Para 2 of Appendix H of RFP.			
69	Advance Bank Guarantee Bond as per Para 1.4.1 of Appendix H of RFP.			
70	Integrity Pact Bank Guarantee as per Para 20 of RFP (70 Lakhs).			

Appendix C
(Refers to Para 11 of RFP)

WARRANTY CLAUSE

1. The SELLER warrants that the goods supplied under this contract conform to technical specifications prescribed and shall perform according to the said Technical Specifications.
2. The SELLER warrants for a period of **24 months** from the date of acceptance deliverables post Joint Receipt Inspection (JRI) that the goods/stores 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).
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 **60 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. Record of the down time would be maintained by user in log book. Spares and all consumables required for warranty repairs shall be provided free of cost by SELLER. The SELLER also warrants that the special oils and lubricants 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 undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse 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 service and repair backup including consumables and oils/lubricants required for the periodic/scheduled maintenance of the vehicle during the warranty period, including routine maintenance beyond Unit Level, shall be provided by the SELLER on free of cost basis and he will ensure that the cumulative downtime period for the equipment does not exceed **15%** of the warranty period.
5. If a particular equipment/goods fail frequently and/or, the cumulative down time exceeds **15%** of the warranty period or a common defect is noticed in more than **Quantity 03 (three)** of goods with respect to a particular item/component/sub-component, that complete item/equipment 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 technical personnel of maintenance agency and QA of BUYER during warranty repair and shall provide complete details of defect, reasons and

remedial actions for averting recurrence of such defects.

7. In case the complete delivery of the Engineering Support Package is delayed beyond the period stipulated in this contract, then the SELLER undertakes that the warranty period for the goods/stores shall be extended to that extent.

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

9. The vehicle including Batteries, Rubber items and all other vendor/ bought out components/ sub-assemblies will be covered under warranty for 24 months or 24,000 Kms of running whichever is earlier, to commence after the resident classification inspection at the consignee depots.

10. Firm through their authorized dealers/ service stations or arrangements with the OEMs will provide filters, oil & lubes and other expendable stores during the periodical maintenance of the veh as per periodicity laid down by OEM Free of Cost (FOC) including labour cost.

Appendix D

(Refers to Para 32 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, in case 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 34 & 35 of RFP)

PRODUCT SUPPORT

1. **Maintenance Philosophy.** The Maintenance philosophy can be categorised into 'O' & 'I' level depending upon the technological complexity of the equipment as under:-

(a) **'O' Level.** Includes Unit and Field Repairs (1st & 2nd Level).

(i) **Unit Repairs.** Repairs, carried out within the unit holding the equipment using tools supplied by the manufacturer as per scaling. These repairs generally pertain to cleaning, lubrications, minor repairs and replacement of components and minor assemblies, carried out without any sophisticated tools or test equipment. There will be about **04 UROs/ Unit Repair Points**, each taking care of unit level repairs/ maintenance of about 04 to 06 Nos of eqpt as per deployment. The manufacturer is required to provide the following as per provisions in the RFP for carrying out such repairs:-

(aa) Table of Tools and Equipment (TOTE) including operator's manual.

(ab) Scaling of Special Maintenance Tools (SMT), Special Test Equipment (STE) and Special Equipment (SE).

(ii) **Field Repairs.** Repairs carried out at field/ station level or equivalent service organisation by technicians specially trained for the purpose, requiring special tools and spares provided additionally for the class of the equipment. These repairs comprise replacement of common Line Replaceable Units (LRUs), sub-modules, other components beyond the holding of units and repairs undertaken beyond a unit level. Normally, a field/ station workshop covers such repairs of a group of units holding the said class of equipment and their number will be stated based on equipment deployment pattern. There will be **04 Field Repair points**, each taking care of field level repairs/ maintenance of 04 to 06 sets of eqpt as per deployment. The manufacturer in addition to the basic unit level SMTs/STEs is required to provide the following: -

(aa) Quantity and specification of spares up to sub-Module level, other replaceable components that need to be stocked for a specified population and class of the equipment.

(ab) Additional Special Maintenance Tools and Test Equipment needed for each such field/ flotilla/ station workshop.

(b) **'I' Level.** Includes 3rd level Intermediate Repairs by Corps Zone workshop/Dockyard/Base Repair Depot or other similar service organisation. These are extensive or special repairs carried out to include component level repairs. This level of repair envisages special diagnosis and repairs of the repairable inventory up to Printed Circuit Board (PCB) level, major assemblies, interface equipment/software and other components beyond the scope of field/flotilla/station level repairs. These repairs are carried out in the designated workshops by technicians specially trained for this purpose requiring special tools and spares and the number of such facilities will be stated based on equipment deployment pattern. There will be **02 Intermediate Repair Points**, each taking care of Intermediate level repairs/maintenance of 01 to 10 Number of equipment as per deployment. The manufacturer is required, among others, to provide the following:-

- (i) Quantity and specification of spares up to PCB level that need to be stocked for a population of the equipment.
- (ii) Special Maintenance Tools and Test Equipment that has to be provided to each of these workshops.
- (iii) Oils and lubricants necessary for Servicing.
- (iv) All necessary technical literature.
- (v) Calibration facilities for test equipment, where applicable.

2. To sustain and support platform/ equipment through its operational life-cycle, SHQ will ensure that Product Support requirements for at least **05 years** beyond the warranty period will be procured along with the main equipment. The equipment would be provided product support through the following: -

- (a) Engineering Support Package (ESP).
- (b) Rate Contract for Factory Repairs of Major Unit Assemblies with L1 bidder for select Major Unit Assemblies.

Engineering Support Package (ESP)

3. **Engineering Support Package (ESP).** ESP is the basic engineering support the Seller needs to provide to the Buyer for undertaking essential repairs and maintenance of the equipment during its exploitation. These repairs and maintenance would be in consonance with the Maintenance Philosophy enunciated above. ESP would constitute the following aspects:-

- (a) Spares.
- (b) SMTs/STEs.
- (c) Technical Documentation.
- (d) Training.

4. **Spares**

(a) **Manufacturer's Recommended List of Spares (MRLS)**. This is the list of spares, recommended by the manufacturer, for maintaining operational serviceability of the equipment and sustains it for the period as stipulated in the RFP. Based on the explanation given above, you are requested to provide MRLS to sustain the equipment for a period of **05 years** post warranty for various levels of repair as per format given at **Annexure I** to this Appendix. You will be required to provide these both with Technical and Commercial proposals. Cost of the MRLS, along with likely consumption rate of spares is to be provided with the Technical proposal. The MRLS will be supported by Reliability & Maintainability (R&M) report for the proposed spares along with their Mean Time between Failure (MTBF). MRLS would be provided separately for each such sub system. In order to prevent manipulation of the quantum of MRLS for commercial competitiveness or overload unnecessary MRLS, 'Adequacy' clause and 'Buy Back' clause will be co-opted in the contract as under:-

(i) **'Adequacy' Clause**. The Bidder will confirm to the Buyer the range and depth of Accompanied Accessories/ User Replaceable Parts/ Expendable Spares and SMTs/ STEs/ Test Jigs being supplied are complete and adequate for carrying out repairs on the equipment up to the specified level. Any Bidder found to be providing lesser ESP/ MRLS in terms of range and depth will have to make good the deficiency at no extra cost (Para 34 of RFP refers). The Bidder will also commit that any additional items, spares, tools and equipment needed for use, maintenance and repair will be supplied by the Bidder at prices and within a period as specified in the contract, on receipt of notification from the Buyer for the Life-Cycle Support period. The Bidder will confirm that, if two different prices have been given for the same/ similar item, then the lower price quoted will prevail. In case the quoted accessories has several items viz, Sampling Accessory Kit and add up price of these items is higher than the quoted price of the accessory, then the price would be lowered/ adjusted proportionately for the items.

(ii) **'Buy Back' Clause**. The Buyer would have the option to amend the Manufacturer's Recommended List of Spares (MRLS) proposed by the Seller within a period specified in the contract, post expiry of the warranty Period. The Seller needs to agree to either 'Buy Back' the spares rendered Surplus or exchange them on 'cost-to-cost' basis with the spares, as required by the Buyer. The said spares would be purchased/ replaced by the Seller, based on the prices negotiated in the contract. The 'Buy Back' clause would not be applicable for additional spares included by the Buyer in MRLS during FET and SE stage, as brought out at Para 36 of RFP.

(c) The spares are required to be categorized in four categories as follows: -

- (i) Manufactured by Bidder as OEM and can be sourced as per Part No.
- (ii) Bought out items and customized by the OEM for the specific purpose and such customization would require OEM intervention.

- (iii) Bought out from other OEMs/Third Party as specialised items and used without any customization. Such items can be sourced by quoting their Part No./Identification No. as given by OEM/Third Party and directly utilised.
- (iv) General Engineering items/COTs which can be sourced by stating the relevant standards and item description.

5. **Special Maintenance Tools(SMTs), Special Test Equipment (STEs) and Test Jigs.** SMTs, STEs and Test Jigs are essential tools/ Jigs/ fixtures required to undertake effective engineering support/ repairs on the equipment and its systems, based on the Maintenance Philosophy. This would be formulated in a similar manner as explained for MRLS and details are to be included in both Technical and Commercial Proposals as per suggested format at **Annexure II** to this Appendix. SMTs, STEs and Test Jigs will be provided by the Seller, as per the list prepared by the Buyer on completion of MET. The list of equipment required to be supplied will incorporate Adequacy Clause, as elaborated above.

6. **Technical Documentation.** The Bidder will be required to provide the technical literature preferably in IETM (Interactive Electronic Training Manuals) in Level 4 format or higher. The details of technical literature to be supplied with the system should be listed as per the suggested format at **Annexure III** to this Appendix. This should be provided with both Technical and Commercial Proposals. The cost column may be left blank in the Technical Proposal. An illustrated list of documents which may be submitted by the Seller is as under: -

- (a) User Handbook/ Operators Manual in English and Hindi.
- (b) **Technical Manuals.** (as per governing JSG/Guide for other technologies)
 - (i) **Part I.** Tech description, specifications, functioning of various systems.
 - (ii) **Part II.** Inspection/Maintenance tasks repair procedures, materials used, fault diagnosis and use of Special Maintenance Tools (SMTs)/Special Test Equipment (STEs).
 - (iii) **Part III.** Procedure for assembly/disassembly, repair up to component level, safety precautions.
 - (iv) **Part IV.** Part list with drawing reference and List of SMTs/STEs Test Bench.
 - (v) Rotable list, norms of consumption, mandatory/ non-mandatory spares list for each system.
- (c) Table of Tools & Equipment (TOTE) & carried spares.
- (d) Complete Equipment Schedule.
- (e) Repair and Servicing schedule.
- (f) Design Specifications.
- (g) Technical Manual on STE with drawing references.

- (h) Condemnation limits.
- (j) Packing specifications/ instructions.
- (k) To provide a video clip to the nominated OIC Trials before conduct of MET clearly specifying tools & jigs utilised, time taken during stripping of major accessories and sub accessories wherever possible.
- (l) Any additional information suggested by the OEM.

7. At pre bid stage sample of the documents will be displayed to vendor for prep of technical documents by rep of HQ TG EME.

8. **Details of OEMs.** For major/ complex equipment, a large number of other OEMs may also be involved in manufacture of various systems/sub systems / support equipment. Details of such OEMs will also be intimated by the Bidder as per table below: -

Table - Format for Submitting Details of OEMs

Ser No	Equipment	Part No	OEM	Contact Details (Tel/Fax/Email)	Details of Government License to OEMs

9. **Training.** A training package for operators, operator trainers and maintenance personnel to undertake operation, maintenance of equipment (level 1 to 2 or 'O' to 'I') and QA personnel for QA of equipment as stipulated in respective contract, along with tools and test jigs. Training would be required to be carried out in English/ Hindi language (as required). Requirements such as training aids, projection system, complete equipment with accessories, technical literature, spares, test equipment, test set up, charts, training handouts, power point presentations, Computer Based Training (CBT), Documentation, Simulators etc will be provided by the Seller for the conduct of training. Training should preferably be conducted minimum 06 months prior to delivery of last lot of equipment at Bidder Premises. The Seller will provide the Operator and Maintenance & Repair training, for the duration, strength and locations specified in the RFP and Contract. The following may also be noted are as follows: -

- (a) The requirement of training and associated equipment must be clearly specified in Part I and details should be placed as per **Annexure IV** to this Appendix.
- (b) The costs for aggregates and training must only be indicated in the commercial proposal.
- (c) **Sufficiency Clause.** Bidder will give an undertaking that the proposed Engineering Support Package (ESP) is sufficient to sustain the field level repair maintenance for quantity 18 x Articulated All Terrain Vehicle for a period of five years after expiry of warranty. Any item falling short in the ESP in terms of range and depth will be replenished by the Bidder at no additional cost and will be included in the ESP during Trials. Bidder will give an undertaking agreeing to carry out any change to the ESP (to include MRLS, SMTs/STE, Installation material, Technical Literature and Training Aggregates) as recommended by the trial team within the existing commercial quote.

Active Technology Obsolescence Management.

10. Bidder will indicate his methodology to undertake Active Obsolescence Management through life cycle of equipment which would include upgradation of systems/ subsystems/ units on completion of its fair service life. The Bidder/OEM (as applicable) shall also intimate the 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 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 will submit techno-commercial proposal for upgradation of equipment, to mitigate technology obsolescence and for ensuring product support for next 15 years.

Annexure I to Appendix E
(Refers to Para 4(a) of Appendix E)

MANUFACTURER'S RECOMMENDED LIST OF SPARES (MRLS)

EQUIPMENT: ARTICULATED ALL TERRAIN VEHICLE (QTY- 18)

Original Equipment Manufacturer (OEM) : ____

Ser No	Manu facturer's Part No	Source of supply	Nomenc lature	Nos fitted in one eqpt	ISPL reference	Unit Cost	Recommended scale of spares for qty 18 eqpt for five years				Total cost	Remarks
							Unit Repair Points (04)	Fd Repair Points (04)	'I' Level Repair Points (02)	Total Qty (10)		

Notes: -

- Maintenance spares/ stores like lubricants, sealing compound, gases should be given separately giving source of supply.
- Spares for component repairs should be included under the column of nodal repair as suggested by OEM.
- In 'Remarks' column following information (if applicable) be given:-
 - If an item has a shelf/operational life, it be marked as 'G' and life indicated
 - Matching set of components be indicated.
 - Item which can be locally manufactured should be marked 'LM'.
 - Items which cannot be manufactured in India due to sophisticated design/ technology may be marked as 'SI' (Special Item).
 - If a component/ assembly is common to other similar equipment offered by the OEM earlier these should be marked 'CM' and name of the equipment be indicated.
- MRLS should be drawn out of the 'Part List' of the equipment, which should be separately given as part of Technical Manual Part IV.

5. If the main equipment consists of other equipment then MRLS should be prepared for them under proper heads.
6. MRLS be prepared as per the maintenance concept of the customer **(Appendix E to this RFP)**.
7. Items provided along with the equipment as spares should also be included in MRLS.
8. Modules/ Shop Replaceable Unit (SRU)/ assemblies should be listed and their components should be included under them so as to relate each item of spare to their module/ SRU/ assembly.
9. Complete MRLS should be costed separately for Field and Intermediate level repairs as it is required to be included as part of 'Total Costed Engineering Support Package' (ESP). OEM may give cost details in confidence to Contract Negotiation Committee (CNC), but other details as above be provided during Maintainability Equipment Trial (MET).
10. MRLS for test equipment should also be provided on the similar format.

Annexure II to Appendix E
(Refers to Para 5 of Appendix E)

LIST OF SMTs/ STEs, JIGs, FIXTURE AND INFRASTRUCTURE

EQUIPMENT: ARTICULATED ALL TERRAIN VEHICLE (QTY- 18)

Original Equipment Manufacturer: _____

Ser No	Manufacturer Part No	Designation	Unit Cost	Recommended qty for 18 X Articulated All Terrain Vehicle				Brief Purpose	Remarks
				Unit Repairs Points (04) 1 set to each repair pt	Fd Repairs Point (04) 1 set to each repair pt	'I' Level Repairs Point (02) 1 set for each repair pt	Total Qty(e) + (f) + (g) = (10)		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(k)

Notes

- (i) Prepare separate sheet for each type of equipment.
- (ii) Specify in remarks column whether the Special Test Equipment (STE)/ Special Maintenance Tools (SMTs) can be used as general purpose equipment on any other kind of equipment.
- (iii) If test equipment is commercially available ex India, the source of supply be specified.
- (iv) Test equipment for calibrating the STEs should be included in the list above.
- (v) Test equipment's which are required to be provided by the customer should also be included in the list above.

Annexure III to Appendix E
(Refers to Para 6 of Appendix E)

TECHNICAL LITERATURE

EQUIPMENT: ARTICULATED ALL TERRAIN VEHICLE (QUANTITY-18)

Original Equipment Manufacturer (OEM) : _____

Ser No	Technical Literature	Unit Cost	Nos Required				Total Qty	Total Cost	Remarks (#)
			User	EME (#)	OS Dte	DGQA			
1.	User Handbook/ Operators Manual		18	10	02	02	32		
2.	Design Specifications		-	02	-	01	03		
3.	<u>Technical Manual</u> (a) <u>Part I</u> Tech description, specifications functioning of various systems. (b) <u>Part II</u> Inspection/ Maintenance tasks Repair procedures, materials used, fault diagnosis and use of special Maintenance Tools (SMTs/ Special Test Equipment (STEs). (c) <u>Part III</u> Procedure for assembly/ disassembly, repair up to component level, safety precautions.		-	10	-	02	12		

Ser No	Technical Literature	Unit Cost	Nos Required				Total Qty	Total Cost	Remarks (#)
			User	EME (#)	OS Dte	DGQA			
	(d) Part IV List of SMT/ STEs with Test Bench (if any alongwith photograph and its wage).								
4.	Manufacturer's Recommended List of Spares (MRLS) (Both Soft & Hard copy).		-	02	02	01	05		
5.	Illustrated Spares Part List (ISPL)		-	10	02	02	14		
6.	Technical Manual on STE with drawing reference and calibration (If applicable) details.		-	10	-	01	11		
7.	CDs on the above Tech literature.		-	10	02	01	13		
8.	Complete Equipment Schedule (CES)/ Table of Tools and Equipment		-	02	02	-	04		

Ser No	Technical Literature	Unit Cost	Nos Required				Total Qty	Total Cost	Remarks (#)
			User	EME (#)	OS Dte	DGQA			
9.	Repair technique/ procedure with acceptance criteria		-	-	-	02	02		

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.

Annexure IV to Appendix E
(Refers to Para 9 (a) of Appendix E)

TRAINING AGGREGATES

EQUIPMENT: ARTICULATED ALL TERRAIN VEHICLE (QTY- 18)

Original Equipment Manufacturer (OEM) : _____

Ser No.	Description of Training Aggregate	Nos Required			Total Qty	Unit Cost	Total Cost	Remarks (#)
		User	EME (#)	DGQA				
1	Complete Equipment	-	-	-	-			
2	Sectionised Equipment: -	-	-	-	-			
3	Shop Replaceable Units (SRUs)/PCB/ Modules/assemblies (To be suggested by Vendor & vetted by MET Team) incl the following: - (a) Engine (b) Transmission (c) Suspension sys incl hydraulic shock absorber, torsion bar and axle arm (d) Any other major Systems/Assemblies	-	*01 Set		01 Set			
4	Computer based training package with permission make extra copies based on interactive multimedia to include (a) Full Graphics, Animation test and sound (b) Symptoms- fault correlation (expert system)	02 Sets	08 Sets	01 Set	11 Sets			
5	Training Aids:- (a) Laminated Charts of systems duly annotated in colour (size 4'x 3'). (b) Power Point slides for training. (c) Training brochures. (d) Blow up diagram of major assemblies including communication system, navigation system and battery on laminated chart duly annotated in colour (size 4'x 3'). (e) Training films for major repairs.	02 Sets	05 Sets	01 Set	08 Sets			
6	Trg requirement	*36 Pers	40 Pers	08 Pers	84 Pers			* 24 in Leh and 12 in Rann of Kutch (Gujarat)
7	Any other-	-	-	-				

Appendix F
(Refers to Para 38 of RFP)

TRIAL METHODOLOGY

1. Field Evaluation Trials will be conducted on a 'No Cost No Commitment' (NCNC) basis under the aegis of IHQ of MoD (Army). The broad methodology for evaluation along with evaluating agencies is given at **Annexure** to this methodology.
2. **Pre-Trial Meeting**. Pre-Trial meeting to intimate broad schedule and modalities of trials will be organized at a place, which will be intimated to OEMs. The meeting will include representatives of OEMs whose equipment has qualified in the TEC, representatives of all stakeholders and agencies involved in conduct of trials.
3. The methodology for evaluation of each parameter of the GSQR is highlighted at **Annexure**. However, the decision to carry out physical evaluation for parameters wherein certification is sought, or to seek certification for parameters wherein physical evaluation has been laid down, rests with CD Directorate, depending on conditions existing during the Field Evaluation Trials. Such decisions will be communicated during the Pre-Trial Meeting.
4. **Deposition of Trial Equipment**. All OEMs are to be prepared to deposit the equipment for trials immediately on intimation of successful clearance of TEC. The final date for fielding the equipment for trials will be intimated only to TEC compliant OEMs. Quantity one (01) Articulated All Terrain Vehicles with complete accessories will be submitted by the OEMs at the designated trial location for conduct of the Field Evaluation Trials.
5. **Deposition of Technical Documents**. Each vendor should provide one complete set of technical literature along with one CD containing the soft copy of the same for AATV. **The technical literature and all documents should be provided by the OEM at least one month in advance of the NCNC trials.** NABL/OEM certification/CoC for equipment, wherever applicable, shall be submitted by the OEM along with the equipment before commencement of trials. Failure to do so shall be construed as non-submission of equipment for trials. The QA rep in the trial team will carryout a check of all applicable certification incl CoC, prior to commencement of physical trials. The CoC will be accompanied by internal QC report of the OEM for all physical check parameters.
6. **Maintainability Evaluation Trials (MET)**. MET will be conducted to ascertain the aspects of sustainability and maintainability of the equipment. Prior to MET, the OEM will give his proposed maintenance methodology for the equipment. MET will involve conduct of recommended tests/adjustments and disassembling & assembling of the equipment for assessment of adequacy of technical documents, tools & test equipment, diagnostic software, training & training aggregates for maintenance personnel, inspection standards and spares. Key aspects of MET will be as under :-

(a) **Assessing Main Parameters.** Assembling/disassembling of the equipment upto assembly/sub-assembly/component level to assess following maintainability parameters :-

- (i) Accessibility.
- (ii) Standardisation and inter-changeability.
- (iii) Marking and identification.
- (iv) Precautions and safety measures to be adopted.

(b) **Reliability.** Validate the reliability data provided by the OEM as Mean Time Between Failures (MTBF) and Mean Time Taken to Repair (MTTR).

(c) **Sustainment Plan.**

(i) **Technical Documents.** Adequacy of contents of User Handbook (UHB)/Operator's Manual, Technical manuals (TM), Illustrated Spare Parts List (ISPL) including those of accessories being provided with the main equipment. Availability and adequacy of CBTs shall be provided.

(ii) **SMTs/STEs/TJs.** Details of Special Maintenance Tools (SMTs)/ Special Test Equipments (STEs)/ Test Jigs (TJs) and tools and diagnostic software required at Field Workshop/ Intermediate workshop level and Base repair/Overhaul (OH).

(iii) **Infrastructure.** Any additional infrastructure required for carrying out repairs at Field/ Intermediate and Base Workshop.

(iv) **Training and Training Aggregates.** Assess requirement of training to enable EME personnel to carry out repairs at the nominated repair echelon. Adequacy of training aggregates will also be assessed.

(v) **Inspection Standards.** Adequacy of Field Inspection Standards (FIS) and Base Inspection Standards (BIS) will be provided by the OEM.

(vi) **MRLS.** Ascertain adequacy of Manufacturer's Recommended List of Spares (MRLS) to sustain the equipment for a period of five years.

(d) **Lubricants/Hydraulic Fluids.** OEM to provide lubrication certificate alongwith periodicity.

(e) Adequacy to tools, VKL/TOTE/CES items.

(f) The sample of the documents will be displayed to the OEM representatives at the Pre Bid stage. Any further clarifications can be taken by the OEM from HQ TG EME.

7. These trials will be conducted strictly in accordance with the provisions laid out in DAP-2020 and the trial equipment will be tested against parameters mentioned at **Annexure**. Any change in methodology of evaluation will be at the discretion of the Directorate responsible for conduct of trials and will be communicated to the vendor during Pre-Trial Meeting. In situ repairs/modifications of the trial equipment may be allowed with due permission. However, the trial eqpt will be not allowed to be changed after the trial equipment has been taken over by the trial team. The trial equipment may be allowed to move out of the trial location for a defined period for repairs/modifications after due permission from CD-13/14 on a case to case basis.

8. **Optional Equipment.** Optional equipment may be provided by the vendor alongwith the equipment for trials. The optional equipment will be trial evaluated during the trials and compliance/ non-compliance will be mentioned in the trial report but without having any bearing on overall compliance/non-compliance of the equipment.

9. **Terrain and Crew.** Terrain for trials will be selected at the discretion of the User. Crew for operating the trial equipment will be provided by the OEM conducting the Trials. Adequate training & familiarization of crew will be carried out by the OEM.

10. **Transportation of Equipment.** Whenever movement of trial stores is being undertaken by the OEMs from one trial location to another, the equipment will be suitably sealed to prevent tampering. Being NCNC trials, all charges for transportation incl freight, insurance, custom, octroi duties and any other local taxes shall be borne by the OEMs. A rep of OEM shall accompany the equipment being transported at all times.

11. **Test Facility.** In case facilities to conduct tests are not available in any Government laboratories (including DGQA/DRDO laboratories/other Govt establishments), tests will be conducted in private laboratories in India.

12. **Test Charges.** The participating OEMs may be required to pay for the tests conducted in the labs (Govt/Pvt).

13. **Qualified OEM Representatives.** The representatives of OEMs present during trials 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 OEMs and the OEMs will sign for the same.

14. **Debriefing to OEMs.** After each stage of trials, debriefing of all OEMs to inform them about the performance of all equipment (against the RFP parameters) being trial evaluated will be organised, in accordance with provisions of DAP-2020. OEM representatives will be briefed about the performance of their equipment against the RFP parameters by the OIC Trial. These points will also be communicated to them in writing by the OIC Trial.

15. **Representations/ Requests.** OEMs will be required to forward observations, if any, on this communication, to OIC Trial and CD Directorate, within one week of receipt of the same. All queries, representations and requests related to the trial will be addressed in writing to the OIC Trial and will be replied to by the OIC Trial in writing. Both parties will endorse a copy of the correspondence to CD Directorate. Representations would be dealt as per policy on 'Handling of Complaints' issued vide MoD ID No 1(6)/D (Acq)/13-Vol.III dt 21 Sep 15.

16. **Security Clearance.** A maximum of eight (08) representatives per OEM will be allowed to witness the trials at any given time. OEMs will intimate relevant details of their representatives who will attend the Pre-Trial Meeting at IHQ of MoD (Army), on intimation of compliance in TEC and for trials, minimum 30 days in advance of commencement of the trials for obtaining security clearance. The details of representatives who would attend the trials will be forwarded to OIC Trial. Non-receipt of details may result in delays in security clearance and will lead to non-attendance of the OEM representative during the Pre-Trial Meeting and Trials.

17. **Retention and Returning of Equipment.** The equipment of all the OEMs, whether compliant or otherwise, will be retained under the custody of the Trial unit/evaluating agency, till the commencement of CNC. Equipment of OEMs found non-compliant in General Staff Evaluation would be returned thereafter. On finalization of contract, equipment of other participating OEMs may be returned, but equipment of the OEM with whom contract is concluded will be retained till the first lot of delivery, for purposes of comparison.

18. Any parameter which cannot be trial evaluated may be accepted based on certification by Govt Accredited laboratory / NABL laboratory / OEM certification, as decided by Trial agency. The above trial methodology is only a broad based guideline. There may be some additional tests that may be required to be carried at the locations identified by OIC Trial and would be informed during the Pre-Trial Meeting. The detailed trial directive/trial plan will be issued during the Pre-Trial Meeting.

Annexure to Appendix F
(Refer Para 1, 3 & 7 of Trial
Methodology)

BROAD TRIAL PLAN: ARTICULATED ALL TERRAIN VEHICLE (AATV) QUANTITY 18

S/ No	Appx A Para Ref	Parameters (As per Appendix A)	Responsibility	Broad Trial Plan	Remarks
1.	1(a).	<u>Terrain.</u> The AATV should be capable to operate up to 18000 feet in High Altitude Areas (Glaciated and Snow bound) and marshy terrain (salt waste dry/wet) in plains.	Composite Trial Team (CTT)	Physical Check with CoC/ Certification	
2.	1(b).	<u>Payload Capacity.</u> Minimum three (03) tons.		Physical Check with CoC	
3.	1(c).	<u>Seating Capacity.</u> The AATV should have facility for carriage of minimum ten (10) personnel (excluding the vehicle crew), all with combat load.		Physical Check with CoC	
4.	1(d).	<u>Ballistic Protection</u>	Composite Trial Team (CTT)		
		(i) Should have inbuilt ballistic protection of minimum standard STANAG 4569 Level 1 (KE threat) for both opaque & transparent surfaces (less bottom).		Physical Check with CoC/ Accredited Lab Certification	
		(ii) No Up-Armouring or Add-On armouring should be used.		Physical Check with CoC/ Certification	
5.	1(e).	<u>Power to Weight Ratio.</u> Not less than 20 HP/Ton (with minimum payload of three (03) Tons).		Accredited lab Certification	

S/ No	Appx A Para Ref	Parameters (As per Appendix A)	Responsibility	Broad Trial Plan	Remarks
6.	1(f).	<u>Operating Range.</u> Not less than 150 Kms with full payload in cross-country terrain in Plains and at an altitude of 15000 to 18000 feet.	Composite Trial Team (CTT)	Physical Check with CoC/ Certification	
7.	1(g).	<u>Maximum Speed.</u> Not less than 30 Kmph while moving cross country on hard soil terrain on a near horizontal gradient with full payload of three (03) tons at 15000-18000 ft.		Physical Check with CoC	
8.	1(h).	<u>Turning Radius.</u> The maximum turning radius should not be more than 12 meters.		Physical Check with CoC	
9.	1(j).	<u>Gradient.</u> Should be able to manoeuvre over hard mountainous terrains with gradient of minimum 30° with full payload.		Physical Check with CoC/ Accredited Lab Certification	
10.	1(k).	<u>Side Slope.</u> Should be able to manoeuvre over hard mountainous terrains with side slope gradient of minimum 17° with full payload.		Physical Check with CoC/ Accredited Lab Certification	
11.	1(l).	<u>Vertical Step.</u> Should be able to manoeuvre over terrains with vertical step height of minimum 0.5 m with full payload.		Physical Check with CoC/ Certification	
12.	1(m).	<u>Trench.</u> Should be able to manoeuvre over terrains with trench width of minimum 1.5 m with full payload.		Physical Check with CoC/ Certification	
13.	1(n).	<u>Floatation.</u> Should be capable of floatation over a water body with speed of water current not exceeding 2 knots with full payload and preparation time not exceeding 15 minutes.		Physical Check with CoC/ Certification	
14.	1(o).	<u>Fording Capability.</u> Should be capable of fording across a water body of depth not more than 01 m and speed of water current not exceeding 1.5 knots with full payload.		Physical Check with CoC/ Certification	

S/ No	Appx A Para Ref	Parameters (As per Appendix A)	Responsibility	Broad Trial Plan	Remarks
15.	1(p).	<u>Operating Altitude.</u> Should be able to operate optimally at an altitude of up to 18000 feet with full payload.	Composite Trial Team (CTT)	Physical Check with CoC/ Certification	
16.	1(q).	<u>Ground Clearance.</u> Not less than 300 mm, with full payload of three (03) tons.		Physical Check with CoC	
17.	1(r).	<u>Cold Start Facility.</u> Should have inbuilt cold engine start system.		Physical Check with CoC/ Accredited Lab Certification	
18.	1(s).	<u>Heating, Ventilation and Air Conditioning (HVAC).</u> Environmental control/HVAC system will be provided in the vehicle cabins with arrangements for both cooling and heating. A temperature of 25 ^o C ± 5 ^o C up to an ambient temperature of 45 ^o C and 15 ^o C drop in temperature for ambient temperature above 45 ^o C should be achievable. Similarly, a temperature of 25 ^o C ± 5 ^o C up to an ambient temperature of 0 ^o C and 15 ^o C rise in temperature for ambient temperature below 0 ^o C should be achievable.		Physical Check with CoC/ Accredited Lab Certification	
19.	1(t).	<u>Air Transportability.</u> Should be transportable by service aircrafts held with Indian Armed Forces (C130J/C-17/IL-76).		Physical Check with CoC/ Certification	
20.	1(u).	<u>Operating Temperature.</u> The AATV should optimally function at following temperatures.			
		(i) Minimum Temperature - Between minus 10 ^o C and minus 20 ^o C.	Composite Trial Team (CTT)	Physical Check with CoC/ Certification	
		(ii) Maximum Temperature - Between 40 ^o C and 45 ^o C.	Composite Trial Team (CTT)	Physical Check with CoC/ Certification	

S/ No	Appx A Para Ref	Parameters (As per Appendix A)	Responsibility	Broad Trial Plan	Remarks
21.	2(a).	<u>Vehicle Type.</u> The AATV should be a twin cabin and tracked vehicle.	Composite Trial Team (CTT)	Physical Check with CoC	
22.	2(b).	<u>Gross Vehicle Weight.</u> The Gross Vehicle Weight of the AATV with payload of three (03) tons should not be more than 16 Tons.		Physical Check with CoC	
23.	2(c).	<u>Overall Dimensions of Vehicle.</u>	Composite Trial Team (CTT)	Physical Check with CoC	
		(i) <u>Length</u> - Not more than 10 m.			
		(ii) <u>Width</u> - Not more than 2.5m.			
		(iii) <u>Height</u> - Not more than 3 m excluding the Radio Set antenna.			
24.	2(d).	<u>Hatch.</u> Should have a gunner's hatch on top of both cabins. A hatch door should be provided that can be closed and bolted from inside when not required.		Physical Check with CoC	
25.	2(e).	<u>Windscreen.</u> The windscreen of front cabin should be in two parts.		Physical Check with CoC	
26.	2(f).	<u>Water Storage.</u> AATV should be equipped with a Grade 304 Stainless Steel drinking water storage tank of not less than 150 litres capacity with tap arrangement inside the vehicle.		Physical Check with CoC and Accredited Lab Certification for SS grade	

S/ No	Appx A Para Ref	Parameters (As per Appendix A)	Responsibility	Broad Trial Plan	Remarks
27.	2(g).	<u>Transmission</u> . The AATV should have fully automatic transmission.	Composite Trial Team (CTT)	Physical Check with CoC	
28.	2(h).	<u>Steering</u> . The vehicle should have power steering.		Physical Check with CoC	
29.	2(j).	<u>Nominal Ground Pressure</u> . Nominal Ground Pressure of the vehicle should not be more than 0.40 Kg/cm ² .		Physical Check with CoC/ Accredited lab Certification	
30.	2(k).	<u>Emission Norms</u> . Should be compliant to minimum BS-III or equivalent standard.		Accredited lab Certification	
31.	2(l).	<u>Self-Recovery</u> . Should have inbuilt self-recovery capability with full payload.		Physical Check with CoC	
32.	3(a).	<u>Safety Arrangements</u> . Seat harness for both crew and passengers and should have a provision for bilge pump in case of emergency during floatation.	Composite Trial Team (CTT)	Physical Check with CoC	
33.	3(b).	<u>Intercommunication</u> . Should have an intercommunication facility between two cabins.		Physical Check with CoC	
34.	3(c).	<u>Lighting Arrangements</u> .	Composite Trial Team (CTT)		
		(i) <u>Front</u> . To be equipped with two each of Head Lights, Fog Lights, Turn Signal Indicators and Convoy Lights.		Physical Check with CoC	
		(ii) <u>Rear</u> . To be equipped with two each of Tail Lights, Brake Lights, Turn Signal Indicators, Reserve Lights and Convoy Lights.		Physical Check with CoC	

S/ No	Appx A Para Ref	Parameters (As per Appendix A)	Responsibility	Broad Trial Plan	Remarks
34.	3(c).	(iii) Body. Minimum three lights inside each cabin body. An extendable LED map reading light each is to be provided in the front cabin near co-driver's seat.	Composite Trial Team (CTT)	Physical Check with CoC	
35.	3(d).	Accessories. Accessories as under should be provided with the vehicle.			
		(i) Jack with capacity One per Vehicle with capacity 20 Tons.	Composite Trial Team (CTT)	Physical Check with CoC	
		(ii) Defogger - Defogging system in each vehicle.		Physical Check with CoC	
		(iii) Hazard and warning lamp - One each in front & rear per vehicle.		Physical Check with CoC	
		(iv) Radio Set Antenna Mount - One per vehicle (in front cabin).		Physical Check with CoC	
		(v) Wiper - Two on windscreen per vehicle.		Physical Check with CoC	
		(vi) Recovery hooks - One each in front & rear with D-Shackles per vehicle		Physical Check with CoC	
		(vii) Fire Extinguishers - One multi-purpose dry chemical powder fire extinguisher in each cabin per vehicle of two Kgs capacity each suitably mounted inside the Vehicle.		Physical Check/ Accredited lab Certification	

S/ No	Appx A Para Ref	Parameters (As per Appendix A)	Responsibility	Broad Trial Plan	Remarks
35.	3(d).	(viii) First aid kit - One each per cabin per vehicle.	Composite Trial Team (CTT)	Physical Check with CoC	
		(ix) Warning Triangle - Two per vehicle.		Physical Check with CoC	
		(x) Vehicle tool kit and accessories/attachments associated with the AATV.		Physical Check with CoC	
36.	3(e).	Suitable vehicle information system with display/warning lights/audio signals for speed, odometer, trip meter, engine temperature, door ajar, fuel indicator, battery indicator and lubricant oil pressure lamp should be provided.		Physical Check with CoC	
37.	3(f).	<u>Service Life.</u> The AATV should have a service life of minimum 15 years.		OEM Certification	
38.	3(g).	<u>Life Expectancy of Tracks.</u> Should be minimum 5000 km on metalled roads. In case of metallic tracks in the AATV, the vendor should provide additional rubber pads/shoes for tracks for movement over asphalt surface.		OEM Certification	
39.	3(h).	<u>FOL and Batteries.</u> The type and grade of Fuel, Oil & Lubricants (FOL) and batteries should be easily available commercially in India.		FOL : OEM Certification. Batteries : Firm CoC alongwith test reports from NABL Accredited Laboratory.	

S/ No	Appx A Para Ref	Parameters (As per Appendix A)	Responsibility	Broad Trial Plan	Remarks
40.	3(j).	<u>Weather Proofing</u> . The vehicle will be painted with corrosion resistant paint.		OEM Certification	For Paint - Firm CoC alongwith test reports from NABL Accredited Laboratory/ CoC of OEM / Manufacture rs with all internal test reports (Colour to be specified)

Note : -

- (a) The user reserves the right to carry out trials on parameters for which Certification is required or ask for Certification at later stage though the method of trial evaluation has been mentioned in the broad trial plan.
- (b) The certification should be from an accredited lab/NABL certified lab as specified and wherever not specified, it will be intimated during Pre-Trial meeting.
- (c) Any additional aspects to be checked or reduction in tests will be intimated during Pre-Trial meeting.

Appendix G
(Refers to Para 41 of RFP)

QUALITY ASSURANCE INSTRUCTIONS AND BROAD ATP GUIDLINES: AATV

1. Vendor to submit draft ATP (including system/sub-system level ATP) along with technical Bid at least one month before the commencement of FET. The same will be finalised by QA Agency with vendor along with SHQ. The ATP should contain the following details: -
 - (a) Inspection Criteria: 100% or Sampling basis.
 - (b) If Sampling basis, then sample size/lot size, sampling plan (Single/Double), Normal/Tightened Inspection, AQL % etc.
 - (c) Test parameters: Visual, Gauging and direct measurement, Static/Functioning tests, Dynamic tests/firing etc.
 - (d) Defect Classification list.
 - (e) Acceptance / Rejection Criteria.
2. All the test parameters mentioned in GSQR would be covered in the ATP.
3. Mutually agreed ATP will be part of the Contract. Mutually agreed ATP should clearly spell out about every test and testing methodology to be carried out during PDI/JRI.
4. QA of the Eqpt will be carried out as per finalised ATP included in the contract. Equipment and Sub-Assemblies will undergo static and dynamic tests during PDI / JRI. Vendor to arrange the requisite test facilities at OEM premises / accredited laboratories for QA agency. Details of the same will be included in ATP, the necessary provision / arrangement of Infrastructure / Eqpt / Amn / Gauges/ Instruments & Calibration record etc will be the responsibility of OEM / Vendor.
5. JRI should include Visual checks along with quantitative tests/checks, functional tests/checks, Dynamic tests/firing etc. Tests which are not carried out during PDI would be carried out during JRI.
6. AHSP has the right to amend the ATP by mutual agreement with OEM at later stage on occurrence of defects during exploitation of equipment.
7. Technical Documents: The following technical documents shall be provided before offering the equipment for QA for formulation of ATP and any other relevant documents are essentially required to be submitted by the vendor:-

Ser No	Technical Literature	Qty	Remarks
(a)	Reliability test for equipment and major, critical assembly and sub assembly	02 Sets	
(b)	Lifing norms for critical, major assembly and sub- assembly	02 Sets	
(c)	<u>List of critical components</u> . QA plan of assembly (critical component wise)	02 Sets	

Ser No	Technical Literature	Qty	Remarks
(d)	Acceptance criteria/ Inspection standards for major assembly and critical components	01 Set	
(e)	List of material specification	01 Set	
(f)	QA drawings shall be made available to QA personnel at the time of PDI or defect investigation or whenever required.	-	
(g)	List of tools, jigs, fixtures and inspection gauges indicating use/ functions	02 Sets	
(h)	Preservation Instruction/ de-preservation procedure of eqpt under assembly and sub-assembly	02 Sets	

8. Draft ATP for Bulk QA should be made by the firm in accordance to acceptance criteria, performance criteria and technical specification of NCNC eqpt/ assembly/ sub-assembly and submit the same to DGQA for acceptance. DGQA reserves the right to modify the same.

9. 01 X NCNC trial evaluated Vehicle will be sealed and kept with DGQA/ firm for reference during the contract execution for QA guidance. Normally, the Vehicle and its assembly sources shall remain same for the entire contract.

10. However, in case of change in source envisaged by the firm, the same indicated to all concerned before the placement of Contract. If any change is envisioned after placement of Contract, the same shall be intimated to all concerned for necessary validation, before proc from sub-vendor.

11. **Input Material to the Supplier.** Test results of Physical/ Chemical/ Performance test/ Other applicable test/ Purchase Orders of input material shall be made available for audit of DGQA. If required, DGQA personnel shall be allowed to witness test in supplier's premises.

12. Pre-inspection Report:

(a) Firm should submit the pre-inspection report as per draft ATP along with test results/ certificates/ COC/ acceptance criteria of major assembly/ sub-assembly like Engine, Transmission, Suspension, Firefighting cylinder, protection, HVAC, Intercom etc.

(b) In case of SMT/STE/MRLS, pre-inspection report shall accompany with relevant drawing/ specification, test results, performance test, etc.

13. Broad ATP guidelines giving details of various tests along with specifications (primarily applicable to B Vehicles). Specifications will be ascertained after receipt of Tech Specification from OEM / Manufacturer: -

<u>Srl No</u>	<u>Parameter</u>	<u>Type of inspection</u>	<u>Remarks</u>
(a) Physical Characteristics			
i	Vehicle Type: Twin cabin tracked Vehicle	Physical Verification	Physical Verification against NCNC vehicle and Specification as per

<u>Srl No</u>	<u>Parameter</u>	<u>Type of inspection</u>	<u>Remarks</u>
			mutually agreed sampling plan
ii	Terrain : The vehicle should be capable to operate up to 18000 feet in High Altitude Area (Glaciated and Snow bound) and marshy terrain	Documents Verification	Firm COC along Test Reports from National/ International Laboratory / NABL Accredited Laboratory/ COC of OEM/ Manufacturers with all internal test reports.
iii	Ballistic Protection	Documents Verification	Firm COC along Test Reports from National/ International Laboratory / NABL Accredited Laboratory/ COC of OEM/ Manufacturers with all internal test reports
iv	Gross Vehicle Weight : With Payload of 03 Tons should not be more than 16 Tons	Physical verification	Physical Verification against NCNC vehicle and Specification as per mutually agreed sampling plan
v	Overall Dimension L 10m W 2.5m and H 3m excluding the Radio et antenna	Physical verification	Physical Verification against NCNC vehicle and Specification as per mutually agreed sampling plan
vi	Hatch: Should have a Gunner Hatch on top of both cabins. A hatch door should be provided that can be closed and bolted from inside when not required.	Physical verification	Physical Verification against NCNC vehicle and Specification as per mutually agreed sampling plan
vii	Windscreen: The wind Screen of front cabin should be in two parts	Physical verification	Physical Verification against NCNC vehicle and Specification as per mutually agreed sampling plan
viii	Water Storage : Grade 304 Stainless Steel drinking water storage tank of not less than 150 ltr capacity with tap arrangement inside the vehicle	Physical verification and Documents Verification	As per mutually agreed Sampling plan. Firm COC along Test Reports from National/ International Laboratory / NABL Accredited Laboratory/ COC of OEM/ Manufacturers with all internal test reports
ix	Seating Capacity Minimum 10 personnel (excluding the vehicle crew) all with combat load.	Physical verification	Physical Verification against NCNC vehicle and Specification as per mutually agreed sampling plan
(b) Operational Characteristic			
i	Pay Load Capacity : Min 03 Ton	Dynamic testing	As per mutually agreed sampling plan
ii	Power to Weight Ratio : 20HP / Ton	Document Verification / GVW Measurement	Firm COC along Test Reports from National/ International Laboratory / NABL Accredited Laboratory/ COC of OEM/ Manufacturers with all internal test reports
iii	Operating Range : Not	Document	Firm COC along Test Reports from

<u>Srl No</u>	<u>Parameter</u>	<u>Type of inspection</u>	<u>Remarks</u>
	less than 150 kms with full pay load in cross country terrain in Plains and at an altitude of 15000 to 18000 feet	Verification	National/ International Laboratory / NABL Accredited Laboratory/ COC of OEM/ Manufacturers with all internal test reports.
iv	Max Speed: Not less than 30 kmph while moving cross country on hard soil terrain on a near horizontal gradient with full pay load of 03 Tons at 15000 to 18000 feet	Dynamic testing	As per mutually agreed sampling plan
v	Turning Radius Max turning radius should not be more than 12 meters	Dynamic testing	As per mutually agreed sampling plan
vi	Transmission: Fully automatic transmission	Dynamic testing	As per mutually agreed sampling plan
vii	Steering: Power Steering	Dynamic testing	As per mutually agreed sampling plan
viii	Gradient : Hard mountainous terrain with gradient of minimum 30° with full pay load	Document Verification	Firm COC along Test Reports from National/ International Laboratory / NABL Accredited Laboratory/ COC of OEM/ Manufacturers with all internal test reports.
ix	Side Slope : Hard mountainous terrain with side slope of minimum 17° with full pay load	Document Verification	Firm COC along Test Reports from National/ International Laboratory / NABL Accredited Laboratory/ COC of OEM/ Manufacturers with all internal test reports.
x	Vertical Step : 0.5 m with full pay load	Document Verification	Firm COC along Test Reports from National/ International Laboratory / NABL Accredited Laboratory/ COC of OEM/ Manufacturers with all internal test reports.
xi	Trench Crossing : Width 1.5 m with full pay load	Document Verification	Firm COC along Test Reports from National/ International Laboratory / NABL Accredited Laboratory/ COC of OEM/ Manufacturers with all internal test reports.
xii	Floataction: Capable of floatation over water body with speed of water current no exceeding 2 knots with full payload and preparation time not exceeding 15 minutes	Document Verification	Firm COC along Test Reports from National/ International Laboratory / NABL Accredited Laboratory/ COC of OEM/ Manufacturers with all internal test reports.
xiii	Fording Capability : Capable of fording across	Document Verification	Firm COC along Test Reports from National/ International Laboratory /

<u>Srl No</u>	<u>Parameter</u>	<u>Type of inspection</u>	<u>Remarks</u>
	a water body of depth not more than 01 m and speed of water current not exceeding 1.5 knots with full pay load.		NABL Accredited Laboratory/ COC of OEM/ Manufacturers with all internal test reports.
xiv	Operating Altitude : Operate optimally at an altitude of up to 18000 feet with full pay load	Document Verification	Firm COC along Test Reports from National/ International Laboratory / NABL Accredited Laboratory/ COC of OEM/ Manufacturers with all internal test reports.
xv	Nominal Ground Pressure : Should not be more than 0.40 kgf/cm ²	Document Verification	Firm COC along Test Reports from National/ International Laboratory / NABL Accredited Laboratory/ COC of OEM/ Manufacturers with all internal test reports
xvi	Ground Clearance : Not less than 300 mm with full pay load	Checking	As per mutually agreed sampling plan
xvii	Cold Start Facility: Should have inbuilt cold engine start system	Document Verification	Firm COC along Test Reports from National/ International Laboratory / NABL Accredited Laboratory/ COC of OEM/ Manufacturers with all internal test reports
xviii	Heating, ventilation and Air Conditioning (HVAC) :	Static/ Dynamic Testing	As per mutually agreed Sampling Plan
xix	Emission Norms : Should be compliant to minimum BS III or equivalent standard	Document Verification	Firm COC along Test Reports from National/ International Laboratory / NABL Accredited Laboratory/ COC of OEM/ Manufacturers with all internal test reports
xx	Self Recovery : Capable for self recovery with full pay load	Dynamic Testing	As per mutually agreed Sampling Plan
xxi	Air Transportability : Should be transportable by service aircraft held with Indian Armed Forces (C130 J/C-17/IL-76)	-	--
(c) Accessories and Miscellaneous			
i	Safety Arrangement : Seat Harness for both crew and passenger and should have a provision for bilge pump in case of emergency during floatation	Physical Verification Testing of Bilge Pump	Physical Verification against NCNC vehicle and Specification as per mutually agreed sampling plan As per mutually agreed sampling plan
ii	Intercommunication Should have a intercommunication facility between two cabin	Physical Verification Testing of	Physical Verification against NCNC vehicle and Specification as per mutually agreed sampling plan

<u>Srl No</u>	<u>Parameter</u>	<u>Type of inspection</u>	<u>Remarks</u>
		intercommunication	As per mutually agreed sampling plan
iii	Lighting Arrangement : Front, Rear and Body lights	Physical Verification Testing of lights	Physical Verification against NCNC vehicle and Specification as per mutually agreed sampling plan As per mutually agreed sampling plan
iv	Accessories Jack 20T, Defogger, Hazard and warning lamp, Radio set antenna mount, wiper, recovery Hook, Fire Extinguishers, First aid Kit, Warning Triangle and vehicle tool kit and accessories/ attachments	Physical Verification	Physical Verification against NCNC vehicle and Specification as per mutually agreed sampling plan
(d) Operation and Maintenance			
i	Minimum temperature minus 10°C to minus 20°C	Document Verification	Firm COC along Test Reports from National/ International Laboratory / NABL Accredited Laboratory/ COC of OEM/ Manufacturers with all internal test reports
ii	Max temperature 40°C to 45°C	Document Verification	Firm COC along Test Reports from National/ International Laboratory / NABL Accredited Laboratory/ COC of OEM/ Manufacturers with all internal test reports
iii	Vehicle Information System	Document Verification	Firm COC along Test Reports from National/ International Laboratory / NABL Accredited Laboratory/ COC of OEM/ Manufacturers with all internal test reports
iv	Service Life Minimum 15 Years	Document Verification	Firm COC along Test Reports from National/ International Laboratory / NABL Accredited Laboratory/ COC of OEM/ Manufacturers with all internal test reports
v	Life Expectancy of Tracks Should be minimum 5000km on metalled road. In case of metallic track OEM/ Manufacturer should provide additional rubber pads / shoes for tracks for movement over asphalt surface	Document Verification	Firm COC along Test Reports from National/ International Laboratory / NABL Accredited Laboratory/ COC of OEM/ Manufacturers with all internal test reports
vi	FOL and Batteries should be easily available commercially in India	Document Verification	Firm COC along Test Reports from National/ International Laboratory / NABL Accredited Laboratory/ COC of OEM/ Manufacturers with all

<u>Srl No</u>	<u>Parameter</u>	<u>Type of inspection</u>	<u>Remarks</u>
			internal test reports
vii	Weather Proofing painted with Corrosion resistant paint (Anti corrosive paint.)	Physical Verification & testing	Physical Verification against NCNC vehicle and Specification as per mutually agreed sampling plan

Note:

1. The above broad ATP guidelines are indicative in nature and will include requirements of QA of Assembly/Sys pertaining to other AsHSP involved in subject project.
2. Additional test suggested by AsHSP may be part of this broad ATP.
3. After receipt of vehicle for JRI the parameters may be added / deleted on the basis of actual requirement on ground

Appendix H

(Refers to Para 9 and 46 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 as:-

Ser No	Vehicle Depot	Quantity	Remarks
(a)	TVP Nimu	12	The paint colour on AATVs is 'Champagne' ISC code 386
(b)	Ord Maint Coy (Bhuj)	06	
Total		18	

1.2. Currency of Payment

- 1.2.1 Indian 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 cost of ESP, 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.

- 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), Base Contract price will be considered. For Performance cum Warranty Bank Guarantee (PWBG), Total Contract Price including cost of ESP, taxes and duties is to be considered.

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

- 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 as per following:-

- 1.3.5.1 **Indian Bidder.** In case of Indian Bidders, the 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 Payment Bank guarantee (s), as applicable, is specified at Annexure V to Appendix H.

1.4.1 Advance Payment. Fifteen (15) % of the Base Contract Price (excluding taxes and duties) 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 Appendix H**. The Advance Payment Bank Guarantee (APBG) will be deemed to be proportionately and automatically reduced until full extinction along with and prorata 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 release of Advance payment by the Buyer to the Seller (T_0), provided the Seller submits the documents mandated by the DAP for release of advance by the Buyer within 45 days of signing of contract. In the event of the Seller not submitting the said documents within 45 days of signing of contract, the period between the 45th day and actual submission of documents will be excluded from the actual date of advance payment to arrive at the delivery date.

1.4.2 On Dispatch. Fifty Five (55) % of the base contract price of main equipment and re-imbursement of 100 % of taxes and duties shall be paid on pro-rata basis on proof of dispatch of main equipment 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 equipment 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 New Delhi 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 **30% of the Base Contract Price of main equipment** shall be paid on pro-rata basis within thirty (30) days of submission of the JRI certificate and 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 payment will be made by concerned PCDA/ CDA through cheque/Electronic Fund Transfer (EFT).

1.4.4 **Payment of Deliverables Less Main Equipment.** **85% of the cost of deliverables (including taxes / levies)** such as MRLS, SMT/STEs, Technical Literature and Training Aggregates will be paid on delivery.

1.4.5 **Payment for Training.** **85% payment (including taxes/ levies) for training** of User, DGQA and Maintenance personnel will be done after completion of training as given in **Para 14 and 15** of RFP. Vendor will also furnish training completion certificate from buyer, prior to payment for training..

1.4.6 **Part-Dispatch/ Part-Shipment.** Part-dispatch or part-shipment of goods is permitted and corresponding payment will be released to the Seller after the goods have been supplied in as per the delivery schedule in the RFP. However, the minimum quantity for using this facility on each occasion will not be less than 06 (Six) AATVs.

1.4.7 **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.

1.4.8 **Exchange Rate Variation.** Exchange Rate variation shall be applicable for Rupee contracts with Indian Vendors, based on RFPs issued under all categories of capital acquisitions mentioned at Para 8 to 12 of Chapter I of DAP. 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.**

2. **Performance-cum-Warranty Bank Guarantee Clause.** A Performance-cum-Warranty Bank Guarantee (PWBG) **of 3%** (or as applicable during signing of contract) of value of the Total Contract Price including taxes and duties 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 Appendix H**.

3. *In competitive bidding cases, all participating entities (including Defence PSUs/ JVs with DPSUs or PSUs or Government Entities) will furnish all Bank Guarantees, as applicable.*

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.

5. **Liquidated Damages (LD).** In the event of the Bidder's failure to submit the bonds, guarantees and documents, supply the stores/ goods, perform services, conduct trials, installation of equipment, training and MET 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 **1/100** of the **delay percentage** {Delay percentage = (Period of Delay in Delivery in Weeks) x 100 / (Delivery Period in weeks as per contract)} of the Base Contract Price of the delayed/ undelivered stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than **10%** of the base 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. **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 Appendix H**.

Annexure I to Appendix H
(Refers to Para 1.4.8 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 refixed/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 1.4.1 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 of Appendix H)

BANK GUARANTEE FORMAT FOR PERFORMANCE-CUM-WARRANTY

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. up to _____.

7. Subject to the terms of this Bank Guarantee, the issuing bank hereby irrevocably authorizes the beneficiary to draw the amount of up to 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 up to _____ (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 6 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**.

SI	Activity	Delivery Timelines (T ₀ + Wks)	Scheme for Payment	Scheme for submission and Return of Advance Payment Bank Guarantees	Remarks
(a)	Signing of contract	T ₀	Fifteen (15) % of the Base Contract Price (excluding taxes/duties)	APBG of equivalent amount to be submitted	<p>T₀ is date of payment of advance, post signing of contract</p> <p>Payment of advance within thirty (30) days of submission of claim.</p> <p>Refer Para 1.4.1 of Appendix H.</p>
(b)	On Dispatch of Main Equipment				
(i)	On Dispatch of main equipment (Quantity 18, Minimum lot not less than six (06))	T ₀ to T ₀ +24 months	55% of the base contract price of main equipment and re-imbursement of 100 % of taxes and levies of the main equipment on pro-rata basis		

(c)	On Delivery of all equipment/ system (Quantity 18, Minimum lot not less than six (06))	T ₀ to T ₀ +24 months	30 % of the base contract price of main equipment on pro-rata basis	APBG is to be returned on pro-rata basis as per completion of delivery of main equipment, SMT/STEs, documentation/ training literature and training aggregates.	
(d)	On Delivery of MRLS	To be delivered in quantities proportional to the quantities of main equipment delivered and the delivery to be completed six months before the expiry of warranty period of the main equipments respectively .	85% of the cost of MRLS (including 100 % taxes/ levies) on pro-rata basis	In case of MRLS and training, it can be returned on delivery/ completion.	
(e)	Delivery of SMT/STE	The entire quantity to be delivered along with the main equipment.	85% of the cost of SMT/ STE (including 100% taxes/ levies)		
(f)	Delivery of documentation/ training literature	The entire quantity to be delivered along with the main equipment.	85% of the cost of documentation / training literature (including 100% taxes/ levies)		
(g)	Delivery of training aggregates	The entire quantity to be delivered along with the main equipment.	85% of the cost of training aggregates (including 100% taxes/ levies)		
(h)	Training	Completion of Training (as per Para 15 & 16 of RFP)	85% of the cost of Training (including 100% taxes/ levies)		

Appendix J

(Refers to Para 46 and 55(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)' Cases.**
 - 1.2.1 **Where DCF Technique (as mentioned at Para 4 of Appendix N to Schedule I to Chapter II of DAP-2020) is Not Applicable.** L-1 bidder will be determined on the basis of quoted cost of all items including taxes and duties payable to Central/State/Local Governments but with exclusion of BNE items sourced from common single source in accordance with Para 109 of Chapter II of DAP-20. The scope of BNE cost shall include the basic cost of the Main Equipment and OEM Training, Training Aggregates, Documentation, SMT/STE, Freight and OBS as applicable/as indicated in the RFP, which are exclusively sourced from the nominated vendor (OEM). No other cost including the cost of items sourced directly from third parties and the cost of activities jointly undertaken by the Bidder/Bidder's sub vendor and the nominated vendor (OEM) or any third parties are to be included in the BNE cost. BNE rate would also be separately negotiated. However, payment will be made after adding the actual cost of BNE, at the time of purchase from OFB/DPSU/Private vendor, to the L1 cost determined as mentioned above.
 - 1.2.2 **Where DCF Technique (as mentioned at Para 4 of Appendix N to Schedule I to Chapter II of DAP-2020) 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, but with exclusion of BNE items sourced from common single source in accordance with Para 109 of Chapter II of DAP-20. The scope of BNE cost shall include the basic cost of the Main Equipment and OEM Training, Training Aggregates, Documentation, SMT/STE, Freight and OBS as applicable/as indicated in the RFP, which are exclusively sourced from the nominated vendor (OEM). No other cost including the cost of items sourced directly from third parties and the cost of activities jointly undertaken by the Bidder/Bidder's sub vendor and the nominated vendor (OEM) or any third parties are to be included in the BNE cost. BNE rate would also be separately negotiated. However, payment will be made after adding the actual cost of BNE, at the time of purchase from OFB/DPSU/Private vendor, to the L1 cost determined as mentioned above.
 - 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, MRLS, SMT, STE, ESP 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)
A.	Cost of Basic Equipment . Full break-up details may be given.	18						
B.	Cost of Manufacturer's Recommended List of Spares as per the format given at Annexure I to Appendix E.							
C.	Cost of Special Maintenance Tools and Special Test Equipment as per format given at Annexure II to Appendix E.							
D.	Cost of Operator's Manual and Technical Literature (in English Language) including Illustrated Spare Parts List as per Annexure III to Appendix E.							
E.	Cost of Training Aggregates such as simulators, cut out models, films, charts etc as recommended by the supplier as per Annexure IV to Appendix E.							
F.	Cost of recommended period of Training excluding the cost of travel and boarding and lodging, separately for user, maintenance technicians and QA representatives. This should							

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)
	be given under the following two heads as per Annexure IV to Appendix E. (a) In India.							
G.	Any other cost (to be specified).							
H.	Freight and Transit Insurance Cost (where applicable).							
J.	Total Cost (Total of Serial A to H)						#	# This will be used in determining L1 vendor (duly applying provisions of Para 1 above).
K.	Foreign Exchange component of the proposal. (For Indian Vendors Only)							This will be with reference to Para 1.2 of Appendix H.
L	CDEC (if applicable), its authority and amount for which it is required.							

Total Cost as per Ser J (In Words):

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.

Appendix K
(Refers to Para 20 and 51 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

(For Indian Private Vendors)

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 Contract or relating to construction or performance (except as to any matter the decision or determination whereof 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 nor 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 bear its 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 at least 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 their respective 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.

ARBITRATION

(For Central & State PSEs)

3. In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 (as amended from time to time) shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorised by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

ARBITRATION

(For Defence PSUs)

4. In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the Arbitrator(s) appointed by Defence Secretary. The award of the Arbitrator(s) shall be binding upon the parties to the dispute.

FORCE MAJEURE

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

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

5.3 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

6.1 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 forbearing to show favour or disfavour 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 knowledge of the seller) or the commission of any offence by the seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 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.

6.2 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.

INTEGRITY PACT

7.1 Further signing of an 'Integrity Pact' would be considered between government department and the bidder for schemes exceeding **20 Crores**. The Integrity Pact is a binding agreement between the agency and bidders for specific contracts in which the agency promises that it will not accept bribes during the procurement process and bidders promise that they will not offer bribes. Under the IP, the bidders for specific services or contracts agree with the procurement agency or office to carry out the procurement in a specified manner. The essential elements of the IP are as follows:-

- (a) A pact (contract) between the Government of India (Ministry of Defence) (the authority or the "principal") and those companies submitting a tender for this specific activity (the "bidders");
- (b) An undertaking by the principal that its officials will not demand or accept any bribes, gifts, etc., with appropriate disciplinary or criminal sanctions in case of violation;
- (c) A statement by each bidder that it has not paid and will not pay, any bribes;
- (d) An undertaking by each bidder that he shall not pay any amount as gift, reward, fees, commission or consideration to such person, party, firm or institution (including Agents and other as well as family members, etc., of officials), directly or indirectly, in connection with the contract in question. All payments made to the

Agent 12 months prior to tender submission would be disclosed at the time of tender submission and thereafter an annual report of payments would be submitted during the procurement process or upon demand of the MoD.

- (e) The explicit acceptance by each bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning bidder until the contract has been fully executed;
- (f) Undertakings on behalf of a bidding company will be made "in the name and on behalf of the company's chief executive officer";
- (g) The following set of sanctions shall be enforced for any violation by a bidder of its commitments or undertakings:
 - (i) Denial or loss of contract;
 - (ii) Forfeiture of the IPBG and Guarantee for Performance-cum-Warranty Bond;
 - (iii) Payment to the Buyer of any such amount paid as gift, reward, fees or consideration along with interest at the rate of 2% per annum above LIBOR rate.
 - (iv) Refund of all sums already paid by the Buyer along with interest at the rate of 2% per annum above LIBOR rate.
 - (v) Recovery of such amount, referred to in (iii) and (iv) above, from other contracts of the Seller with the Government of India.
 - (vi) 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.
- (h) Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.
- (j) The draft Pre-Contract Integrity Pact is attached as **Annexure I to this Appendix**. The vendors are required to sign them and submit separately along with the technical and commercial offers.
- (k) Every Bidder while submitting techno commercial bid shall also **deposit ₹70 Lakh as IPBG/Security deposit** through any of the instruments mentioned at **Para 8** of Annexure I. This would be submitted in a separate envelope clearly marked as IPBG along with technical and commercial proposals.

7.2 In respect of bids from DPSUs, the concerned DPSU shall enter in to a Pre-Contract Integrity Pact, on the same lines with their sub-vendors individually, in case the estimated value of each sub-contract(s) exceed ₹20 Crore and such subcontract(s) are required to be entered in to by the DPSU with a view to enable DPSU to discharge the obligations arising out of their bid in question in response to this RFP.

AGENTS

8. 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

9. 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.

Annexure I to Appendix K
(Refers to Para 20 of RFP and Para
8.1 (j) of Appendix K)

PRE-CONTRACT INTEGRITY PACT

General

1. Whereas the PRESIDENT OF INDIA, represented by Joint Secretary & Acquisition Manager (Army/Air Force/Maritime & Systems)/Major General & equivalent, Service Headquarters./Coast Guard, Ministry of Defence, Government of India, hereinafter referred to as the Buyer and the first party, proposes to procure **Quantity 18 Articulated All-Terrain Vehicles (AATVs) under Buy (Indian) Category**, hereinafter referred to as Defence Stores and M/s _____ represented by, _____ Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Seller and the second party, is willing to offer/has offered the Defence stores.

2. Whereas the Bidder is a private company/public company/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Ministry of the Government of India performing its functions on behalf of the President of India.

Objectives

3. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

3.1 Enabling the Buyer to obtain the desired defence stores at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement

3.2 Enabling Bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

Commitments of the Buyer

4. The Buyer commits itself to the following:-

4.1 The Buyer undertakes that, no official of the Buyer, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for

an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

4.2 The Buyer will, during the pre-contract stage, treat all Bidders alike and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

4.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

5. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

Commitments of Bidders

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:

6.1 The Bidder will not to offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

6.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

6.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/integrator/authorised government sponsored export entity of the Defence stores and has not engaged any individual or firm or company

whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company or Agent in respect of any such intercession, facilitation or recommendation.

6.6 The bidder would not enter into conditional contract with any Agents, brokers or any other intermediaries wherein payment is made or penalty is levied, directly or indirectly, on success or failure of the award of the contract. The bidder while presenting the bid, shall disclose any payments he has made during the 12 months prior to tender submission or is committed to or intends to make to officials of the buyer or their family members, Agents, brokers or any other intermediaries in connection with the contract and the details of such services agreed upon for such payments. Within the validity of PCIP, bidder shall disclose to MoD any payments made or has the intention to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution as an annual report during the procurement process.

6.7 The Bidder shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by the Buyer as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

6.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts. Complaint will be processed as per **Guidelines for Handling of Complaints** in vogue. In case the complaint is found to be vexatious, frivolous or malicious in nature, it would be construed as a violation of Integrity Pact.

6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

7. **Previous Transgression**

7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India.

7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract and if already awarded, can be terminated for such reason.

8. **Integrity Pact Bank Guarantee (IPBG)**

8.1. Every bidder, while submitting commercial bid, shall submit an Integrity Pact Bank Guarantee for an amount of **Rs 70 Lakh** in favour of the Buyer in Indian Rupees only.

(i) Guarantee will be from Indian Public or Private Scheduled Commercial Bank (as notified by RBI), promising payment of the guaranteed sum to the Ministry of Defence, Government of India, represented on behalf of the President of India, on demand within five working days without any demur

whatsoever and without seeking any reasons whatsoever. The demand for payment by the buyer shall be treated as conclusive proof for payment. A model Bank Guarantee format is enclosed.

8.2 The Integrity Pact Bank Guarantee (IPBG) shall be valid up to Three years from the date of submission. However, Bidders will be required to extend the Integrity Pact Bank Guarantee, as and when required by the Buyer. In the case of the successful bidder, validity of the Integrity Pact Bank Guarantee will be extended up to the satisfactory completion of the Contract. In case a vendor unilaterally decides to withdraw from the procurement scheme or has been declared non-compliant and if he wishes to withdraw his IPBG, he may do so provided he gives an undertaking that he has no complaints and will not make any complaints in the case. Integrity Pact Bank Guarantee shall be returned promptly in case of unsuccessful bidders.

8.3 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 Violation 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.

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

8.5 No interest shall be payable by the Buyer to the Bidder(s) on IPBG for the period of its currency.

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 behaviour) 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) The IPBG/Performance-cum-Warranty Bond 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, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Base Rate of SBI and in case of a Bidder from a country other than India with interest thereon 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 utilised 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 forthwith 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 Arvind Kumar Awasthi, IAAS (1975) (Retd)
A 32, Yarrow's Apartments, C – 58 / 5,
Sector - 62, Noida
Gautam Budha Nagar (UP)
PIN - 201309
Email – arvind.awasthi@gov.in
- (b) Shri AK Manchanda, IRS (1976) (Retd)
C1 / 10, Pandara Para,
New Delhi - 110029
Email – ashokkmanchanda@gmail.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:-

Room No 340, B Wing, Sena Bhawan, New Delhi – 110011.
Telephone – 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 up to 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

1. _____
2. _____

Witness

1. _____
2. _____

**Refers to Para 8.1 of
Pre-Contract Integrity Pact**

FORMAT OF INTEGRITY PACT BANK GUARANTEE (IPBG)

To,

**Brig CD-1
CD Directorate, GS Branch,
Room No 415, A Wing
Sena Bhawan,
IHQ of MoD (Army)
New Delhi-110011**

1. In consideration of President of India represented by Joint Secretary and Acquisition Manager (Army/Air Force/Maritime & Systems) / Major General or equivalent, Service Hqr./Coast Guard, Ministry of Defence, Government of India (hereinafter referred to as the Buyer and/or the first party) having agreed to accept a sum of **Rupees 70 Lakh (Rupees Seventy Lakh only)** from M/s _____ of _____ (hereinafter referred to as Bidder and/or the Second party) in the form of Bank Guarantee towards Integrity Pact for the Request For Proposal for procurement of **Quantity 18 Articulated All-Terrain Vehicles (AATVs) under Buy (Indian) Category**, we _____ (Name of the Bank), (hereinafter referred to as the Bank), do hereby undertake to pay to the Buyer on demand within 5 (five) working days-without any demur and without seeking any reasons whatsoever, an amount not exceeding **Rupees 70 Lakh (Rupees Seventy Lakh only)** and the guarantee will remain valid upto three years from the date of its submission i.e. _____ (Submission date). The Integrity Pact Bank Guarantee shall be extended from time to time as required by the Buyer and agreed by the Bidder to the Bank.

2. We undertake not to revoke this guarantee during this period except with the previous consent of the Buyer in writing and we further agree that our liability under the Guarantee shall not be discharged by any variation in the term of the commercial offer.

3. No interest shall be payable by the Buyer to the Bidder(s) on the guarantee for the period of its currency.

4. Notwithstanding anything contained herein above:-

(a) Our liability under this Guarantee shall not exceed Rs _____ (Rupees _____ only) (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 Bank).

Through its authorized signatory
(Signature with seal)

Appendix L
(Refers to Para 6 of RFP)

CRITERIA FOR VENDOR SELECTION/ INCLUSION IN RFP REQUIREMENTS
(Only For Multi Vendor Cases. Not applicable to DPSUs/PSUs.)

1. The following parameters may be used, as a guideline for the Collegiate to adopt, for inclusion in the RFP.

<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>
1	Financial	
a	Credit Rating	Long term credit rating of CCR-BBB or better and SME-04 or better for SMEs as on 31 st March 2021.
b	Average Annual Turn Over	Min Avg Annual Turnover for last 03 financial years, ending 31 st March 2021, should not be less than 50 Crores .
c	Net Worth	Net worth of entities, ending 31 st march 2021, should not be less than 8 Crores .
d	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.
2	Technical	
a	Nature of Business	Manufacturing entity or System Integrator of defence equipment and not a trading company, except in cases where OEM participates only through its authorised Vendors.
b	Experience in related field	Min 02 Yrs. experience in broad areas like manufacturing/ engineering/ electronics/ explosives etc. as applicable in the instant case. If not, then cumulative experience of at least 03 years in above areas, resulting in gaining of competence for manufacturing the proposed product.
3	Others	
a	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.
b	Registration	Registered for Min 02 Years, 01 years for MSMEs.

Appendix M

(Refers to Para 52 of RFP Format)

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.	Para5(a) of RFP	Declaration by Bidder : Debarment of vendors
2.	Para 17 of RFP	Declaration by Bidder: Government Regulation
3.	Para 19 of RFP	Declaration by Bidder : Patent Rights
4.	Para 21 of RFP	Declaration by Bidder : Fall Clause
5.	Para 34 of RFP	Technical document covering performance parameters.
6.	Appendix B	Compliance Table
7.	Appendix C	Warranty Clause
8.	Appendix D	Certificate Malicious Code
9.	Annexure I to Appendix E	Manufacturer's Recommended List of Spares (MRLS)
10.	Annexure II to Appendix E	List of SMT/STEs, Jigs, Fixture and Infrastructure
11.	Annexure III to Appendix E	Technical Literature
12.	Annexure IV to Appendix E	Training Aggregates
13.	Appendix J	Price Bid
14.	Annexure I to Appendix K	Pre-Contract Integrity Pact
15.	Annexure I to Appendix K	IPBG

Appendix N**GLOSSARY**

AoN	Acceptance of Necessity
ATP	Acceptance Test Procedure
CNC	Contract Negotiation Committee
DAC	Defence Acquisition Council
DGQA	Director General of Quality Assurance
DPB	Defence Procurement Board
DAP	Defence Acquisition Procedure
DRDO	Defence Research and Development Organisation
ESP	Engineering Support Package
FET	Field Evaluation Trials
Gol	Government of India
IC	Indigenous Content
IDDM	Indigenously Designed & Developed Manufactured
IM	Indigenously Manufactured
IP	Integrity Pact
IPBG	Integrity Pact Bank Guarantee
MET	Maintainability Evaluation Trial
MoD	Ministry of Defence
MRLS	Manufacturer Recommended List of Spares
NCNC	No Cost No Commitment
OEM	Original Equipment Manufacturer
PA	Production Agency
PCIP	Pre Contract Integrity Pact
QA	Quality Assurance
RFP	Request for Proposal
SPB	Services Procurement Board.
SHQ	Service Headquarters
TEC	Technical Evaluation Committee
SE	Staff Evaluation
CTT	Composite Trial Team