



REQUEST FOR PROPOSAL

BY

MINISTRY OF DEFENCE

GOVERNMENT OF INDIA

FOR PROCUREMENT OF

**QUANTITY 90 x REMOTE CONTROLLED WEAPON
STATION (RCWS) 12.7 MM NSVT THROUGH FAST
TRACK PROCEDURE UNDER CATEGORY BUY
(INDIAN)**

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

This document contains 92 pages including cover page and Appendices.

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 General Staff Branch
 AC-2
 Room No, 501, A Wing
 5th Floor, Sena Bhawan
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 New Delhi-110011

24 Nov 2022

To

**REQUEST FOR TECHNICAL AND COMMERCIAL PROPOSAL FOR QUANTITY
 90 x REMOTE CONTROLLED WEAPON STATION (RCWS) 12.7 MM NSVT
 UNDER EMERGENCY PROCUREMENT THROUGH FAST TRACK PROCEDURE
 (FTP)**

CATEGORY: BUY (INDIAN)

Dear Sir/Madam,

1. The Ministry of Defence, Government of India, intends to procure Quantity 90 x Remote Controlled Weapon Station (RCWS) 12.7 mm NSVT and seeks participation in the procurement process from prospective Bidders subject to requirements in succeeding paragraphs.

Synopsis

2. **Broad Description of Equipment/System.** The stabilized remote controlled weapon station (RCWS) for 12.7 mm NSVT should be capable of being interfaced with tank's system and should be constructed with a modular concept with following :-

(a) **Stabilised Platform.** RCWS platform should be stabilized on two axes on which the the 12.7 mm NSVT and optronic sight would be mounted.

(b) **Multi Function Display Unit.** The RCWS should have a MFDU consisting of a LCD monitor with soft keys capable of all initializations, operational settings, calibration and diagnostics and operating various software menus. MFDU should also be capable of upgradation due to technological advancement.

(c) **System Control Panel.** RCWS should have a system control panel consisting of joystick to enable commander to operate 12.7 mm NSVT as also selection of modes of operation and Day/Night sight selection.

(d) **Sensor Suite.** The RCWS should include the single LRU optonics package. The integrated elctro optics should feature a thermal imager, day imager, a laser range finder and a video target tracker.

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	Remote Controlled Weapon Station	<ul style="list-style-type: none"> • Para 1 of Cover Note • Para 8 of RFP
(b)	Quantity Required	90	<ul style="list-style-type: none"> • Para 1 of Cover Note • Para 8 of RFP
(c)	Categorisation of Procurement	Buy (Indian)	Heading of Cover Note
(d)	Minimum IC Content required	60 %	Para 7 of RFP
(e)	Place(s) of Delivery	<ul style="list-style-type: none"> • Qty 63 x RCWS - 14 Corps OMC • Qty 27 x RCWS - 5 FOD • MRLS,SMT, TJs - COD Agra 	Para 9 of RFP Para 1.1.1 of Appx G
(f)	Warranty Period	24 Months	Para 11 of RFP
(g)	EMD Amount	₹70 Lakhs	Para 20 of RFP
(h)	Last date for submission of Pre-bid queries		Para 22 of RFP
(j)	Date and time for Pre-bid meeting		Para 23 of RFP
(k)	Last date and time for Bid Submission		Para 24 of RFP


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

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(c)	Part III – Commercial Requirements	20
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5. 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.
6. The end user of the equipment is the Indian Armed Forces.
7. 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.
8. This RFP is non-transferable.
9. In addition to various Appendices and their Annexures, attached with this RFP, reference to various paragraphs of DAP-2020 has been made in the RFP. The DAP -2020 is an open domain document that is available at Gol, MoD website www.mod.nic.in.
10. The receipt of the RFP may please be acknowledged.

Yours faithfully



(JS Mangat)
Major General
Chairman
Empowered Committee

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Disclaimer

1. 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 EMD, 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-IDDM), Buy (Indian) and Buy & Make (Indian) cases}**. The detailed Pre-Qualification criteria for the Bidders for participation in the instant procurement case are placed at **Appendix K** 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 8 to 12 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**; and aspects of delivery, certification, payments, withholding of payments and imposition of penalties shall be as prescribed under **Para 11 to 15** thereof. Furthermore, Bidders in 'Buy (Indian IDDM)', 'Buy (Indian)', 'Buy and Make (Indian)', Buy (Global-Manufacture in India) and Buy (Global) (for Indian vendors) will be required to submit their indigenisation plan in respect of indigenous content as stipulated in **Para 4 to 7 of Appendix B to Chapter I** and **Para 39** of Chapter II 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 [**Quantity 90 x Remote Controlled Weapon Station (RCWS) 12.7 mm NSVT**] 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 and Installation Schedule**. The delivery schedule of equipment and services along with the relevant payment stages is specified at **Annexure V to Appendix G**. The delivery of the equipment will be completed within 12 months from the date of signing of contract as per the under mentioned schedule :-

Ser	Items	Delivery Schedule (in Months)	Remarks
(a)	90 x Remote Controlled Weapon Station (RCWS) 12.7 mm NSVT	T ₀ to T ₀ + 12	Ultimate Consignee (i) RCWS Qty 63 :14Corps OMC (ii) RCWS Qty 27 : 5 FOD (iii) MRLS/SMT/STE/TJs : COD Agra
<p>Notes :-</p> <p>(i) T₀ is date of signing of contract .</p> <p>(ii) Delivery completion includes transportation of supplies by the vendor upto the consignee location and successful JRI. Transportation of equipment by the vendor up to the ultimate consignee Location will be the responsibility of seller.</p> <p>(ii) MRLS. MRLS for two (02) years to be delivered on pro rata basis and delivery to commence not before 12 months before the expiry of warranty period of the lot and to be completed six months before the expiry of warranty period of the lot.</p> <p>(iii) SMT/ STE, Technical Literature & Training Aggregates. The entire quantity of SMT/ STE, Technical literature & Training Aggregates to be delivered along with first consignment / batch of the equipment at consignee location and prior to the conduct of training by OEM, which ever is earlier.</p>			

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 date of installation and commissioning. Warranty Clause is given at **Appendix C** to this RFP.

12. **In Service Life/Shelf Life.** The In Service/Shelf Life of the deliverables will be **15 years** . In case of shelf life, the relevant storage conditions should be clearly specified. The Bidder is required to give details of reliability model, reliability prediction and its validation by designer/manufacturer to ensure reliability of stores throughout Service/shelf 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). Codification to be given prior to expiry of warranty period as part of contractual obligation.

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 its life cycle must be intimated to CD Dte (CD-15(A)), IHQ of MoD (Army), Government of India as per the agreed mechanism.

15. **Training of Crew 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 language and Hindi language (if required). This training shall be designed to give the operators and maintainers necessary knowledge and skills to operate & maintain equipment ('O', 'I' & 'D'). The syllabus will be defined by the Bidder in consultation with the Buyer. 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 **15 days** (in working days) , for **150 personnel** in **ten (10) batches** to be provided at Buyer nominated location.

(b) **Repair and Maintenance Course.** Repair & maintenance training of 48 EME personnel in **four (04) batches** of duration **14 days** each at **EME School Vadodra** is to be undertaken for Fd , Intermediate & Base level repairs of Video Target Tracker & Digital Ballistic Computer (VTT & DBC) and Electro Optical Sighting System of RCWS.

(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 40 of RFP for **02 personnel** in **01 batch** is to be undertaken in Bidder premises for 7 working days.

(e) Training for Ordnance personnel for **two (02) days** duration (in working days) for **04 personnel** in **02 batches** is to be undertaken at Consignee Depots at 14 Corps OMC and 5 FOD respectively.

(f) Complete quantity of SMT/STEs, Technical Literature and Training Aggregates to be delivered with first batch and prior to conduct of training, whichever is earlier.

(g) The training syllabus and curriculum to be submitted by the vendor and should satisfy the user to achieve required level of expertise as deemed necessary by the user. The user may add-on content in the syllabus, if needed. Details of training to be carried out is tabulated as under:-

<u>Ser No</u>	<u>Directorate</u>	<u>Location</u>	<u>No of Batches</u>	<u>Duration (Days per batch)</u>	<u>Total No of Personnel</u>	<u>Remarks</u>
(i)	Crew Commander and gnr	Buyers premises in India	10	15 Days	150	For User Units alongwith installation of equipment.
(ii)	DGQA (Quality Assurance Personnel)	Vendor Premises in India	01	07 Days	02	For QA aspects (Before PDI)
(iii)	Ordnance (Maintenance Personnel)	Depot Locations (14 Corps OMC & 5 FOD)	02	02 Days	04	Before JRI
(iv)	EME	EME School Vadodra	04	14 Days	48	<ul style="list-style-type: none"> • ‘O’, ‘I’ and ‘D’ level repair training • <u>VTT & DBC</u> • 10

						maintenance personnel for 'O' level – 10 • 09 x Maintenance personnel for 'I' & 'D' level – 09 • <u>Electro Optical Sighting System</u> • 14 x maintenance personnels for 'O' level – 14 • 15 x maintenance personnels for 'I' & 'D' level – 15
					Total	185

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 J** to this RFP and shall also deposit **₹70 Lakhs** as Earnest Money Deposit (EMD) through any of the instruments mentioned therein. This would be submitted in a separate envelope clearly marked as 'IP and EMD' at the time of submission of Technical and commercial offers.

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 **06 Dec 2022**. A copy of the same may also be sent to:-

**Directorate General of Armoured Corps
General Staff Branch/AC-2
Integrated HQ of MoD (Army)
Room No 501 'A' Wing, Sena Bhawan,
DHQ PO, New Delhi - 110011
Tele – 011-23011655**

23. **Pre-Bid Meeting.** A pre-bid meeting will be organised by SHQ at **1000 hours on 09 Dec 2022** at Hanut Conference Hall, DGAC 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 DG AC/AC-2, to facilitate obtaining of security clearance.

24. **Submission of Bids.** The Technical and Commercial Proposals along with IP and EMD should be sealed separately in three separate envelopes clearly indicating Commercial/ Technical/ IP and EMD, as applicable, and then put in one envelope and sealed (**all the envelopes should clearly state the letter No of RFP and the name of equipment and Bidder name**) and submitted to the undersigned at the following address by **1700 hours on 23 Dec 2022** :-

**Directorate General of Armoured Corps
General Staff Branch/AC-2
Integrated HQ of MoD (Army)
Room No 501 'A' Wing, Sena Bhawan,
DHQ PO, New Delhi - 110011
Tele – 011-23011655**

25. Offer opening by a Offer opening committee will be held at **1100 hours on 26 Dec 2022** at the same venue as indicated at Para 22 above. The Bidder or his authorised representative is welcome to be present at the opening of the proposals. Necessary details may be sent at least one week in advance (two weeks in case of foreign Bidders) 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 Demonstration on a “No Cost No Commitment” basis.

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

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.. 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.

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.** 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. **Demonstration.**

(a) The Bidder is requested to confirm his willingness to provide the equipment for demonstration in India on "No Cost No Commitment" basis when so requested. The Buyer, at his own expense, will depute its representatives for the Demonstration. If any part of the Demonstration is 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 other than the cost of ranges, platform or facilities which the Buyer may choose to provide free of cost.

(b) **Demonstration of Maintenance Aspects.** Demo to be conducted for understanding the MRLS offered by the OEM. In order to maintain the equipment in field Army maintenance related aspects shall be demonstrated with associated equipment/ accessories. Following aspects to be included in the demonstration(in case any vendor is not able to demonstrate the items mentioned below a list of these items will be submitted to the demonstration team):-

- (i) Technical Literature to include User Handbook, Technical Manuals, ISPL, MRLS, Technical Manuals on STEs, details of training aggregates & CBTs for training of technicians for maintenance.
- (ii) SMTs and STEs.
- (iii) Tree diagram to include assemblies / sub-assemblies.
- (iv) Demonstration by OEM to be carried out to bring out similarities with in service equipment and commonality of MRLS and SMT/STEs.

34. **Product Support (ESP).** After induction, the equipment/system 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.

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.. 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. The Buyer would also have the option to amend the MRLS proposed by the Bidder within **two 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.

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

(b) Three years prior to completion of design/service life of equipment, the Bidder/OEM will submit techno-commercial proposal for upgradation of equipment, wherever applicable, to mitigate technology obsolescence and for ensuring product support for next 15 years .

Evaluation of Technical Offers.

38. The Technical Offer submitted by the Bidder will be evaluated by the Empowered Committee (EC) 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 **quantity two (02 for Tanks)** for Demonstration as per Demonstration Methodology given at **Appendix F** to this RFP, in India at 'No Cost No Commitment' basis. The vendor will also demonstrate the maintenance aspects during the demonstration.

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

Quality Assurance Instructions & Technical Evaluation Plan.

40. Bidder is to submit a Draft Acceptance Test Procedure (ATP) along with the Technical bid, as per the QA instructions and Technical Evaluation Plan. Based on the draft ATP, the ATP will be finalised by the Buyer's QA agency with Bidder. ATP will be finalised at the CNC stage. 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, JRI and Final Acceptance. It shall be ensured that there are no repetition of QA tests in PDI, JRI and Final Acceptance. The JRI would normally be restricted to quantitative checks only. Final Acceptance will be done after completion of functional checks and validation firing post installation of the equipment on tank. In case PDI/JRI are planned to be conducted by authorised Third Party Inspection (TPI) Agencies, the same will be spelt out in the QA instructions and the details included in the finalised ATP. QA of equipment will be carried out as per finalised QA plan in the contract. 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. Guidelines for framing Draft ATP are at **Appendix L**.

Marking and Packaging.

41. **Marking of Deliverables.** The Bidder shall ensure that each deliverable is marked clearly and indelibly, as follows:-

- (a) In accordance with the requirements specified in the RFP or if no such requirement is specified, with the indicated codification number or alternative reference number specified.
- (b) Ensure that any marking method used does not have a detrimental effect on the strength, serviceability or corrosion resistance of the deliverables.
- (c) Where the deliverables have a limited shelf life, with the cure date/date of manufacture or expiry date expressed as months and years.

42. Where it is not possible to mark a deliverable with the required particulars, these should be included on the package in which the deliverable is packed.

43. **Packaging of Deliverables.** The Bidder shall pack or have packed the deliverables, as applicable :-

- (a) In accordance with DEFSTAN 81-041 (Part 1)/STANAG-4280 or equivalent Military Standard.
- (b) To ensure that each deliverable may be transported in an undamaged and serviceable condition.

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) Cat/ part No. with Designation of the Store.
 - (ii) Regd No.
 - (iii) Year of Manufacture.
 - (iv) Seller's Marking.
 - (v) Ultimate Consignee.
- (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 J, N or P, special H, commercial A, C etc) (specify reference to DEFSTAN 81-041 (Part 1)/STANAG-4280 or equivalent Military Standard.)
- (h) **Packaging.** Individual Sights should be packed along with all spares, tools, UHB, Logbook and other items applicable as per the requirement of technical specification of store. Each package shall be legibly marked with the details provided in the relevant drawing of carrying case. Instruction regarding 'Fragile', 'Handle with care', 'this side up' (if applicable) are required to be provided.

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 G** to this RFP while formulating the Commercial Offers. The bidders are required to quote their price in Price bid format given in **Appendix H** to this RFP.

47. Commercial offers will be opened only of the Bidder whose equipment is short-listed, after successful compliance to OR as per Demonstration Methodology. The Commercial Offer must be firm and fixed and should be valid for at least 06 months from the last date of bid submission.

Commercial Bid Opening

48. The Commercial Offers will be opened by the Empowered Committee (EC) 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 EC 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 J** 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 the Empowered Committee (EC). The EC 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 demonstrate the equipment to EC or BOO nominated by EC at location and varying climatic conditions as specified by EC to evaluate compliance of the equipment to OR as per Demonstration Methodology. Equipment will be shortlisted based on successful compliance to OR as per Demonstration Methodology.

(b) **Evaluation of Commercial Bid.** The Commercial bids of only those bidders will be opened, whose technical bids have been cleared by EC and equipment has been shortlisted after **successful evaluation of Demonstration**. Comparison of bids would be done on the basis of Evaluation criteria given in **Appendix H** to this RFP. The L-1 bidder would be determined by the Empowered Committee (EC) on the basis of **Appendix H** to this RFP. Only L-1 bidder would be invited for negotiations by EC.

(c) **Contract Conclusion.** The successful conclusion of negotiations will be followed by contract conclusion.

56. **Termination Clause.** This clause will form part of the contract. The Buyer shall have the right to terminate this contract in any of the following cases:-

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than six months after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

Appendix A

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

OPERATIONAL CHARACTERISTICS AND FEATURES OF REMOTE CONTROLLED WEAPON STATION (RCWS) 12.7 MM NSVT

S No	Aspect	ORs
1.	Weight	Should be less than 185 Kgs without weapon
2.	Weapon Cradle	Should support 12.7 mm NSVT
3.	Mounting Type	2 Axes Stabilised system
4.	Sensor Suite	Should include single LRU Optronics sensor package featuring a cooled thermal imager, day imager, laser range finder and a video target tracker as a single LRU unit.
5.	Multi Function Display Unit	Should have a MFDU consisting of a LCD monitor with keys capable of all initialisations, operational settings, calibrations and diagnostics and operating various menu. It should be capable of up gradation due to technological advancement.
<u>RCWS</u>		
6.	Type of Platform	Independent Pan and tilt
7.	Drive	RCWS drive to be in traverse and elevation
8.	Elevation	- 7 ⁰ to + 75 ⁰ or better
9.	Motion Velocity	Max - ≤1 rad/sec Min - between 0.5 rad/sec to 0.25 rad/sec
10.	Rotation	N x 360 ⁰ angle in Azimuth
11.	Stabilisation accuracy	Less than 0.3 m Rad or better
<u>Electro Optical Sighting System (Thermal Camera)</u>		
12.	Spectral Range	3 - 5 μ m.
13.	Detector Resolution	640 x 512 pixels or better.
14.	Pixel Pitch	15 μ m or less.
15.	WFOV	Min 14 ⁰ (H) X 11 ⁰ (V) or better.
16.	NFOV	Min 1.7 ⁰ (H) X 1.3 ⁰ (V) or better.
17.	Zoom	Continuous optical zoom of 20x or more.
18.	MTBF of Cooler of TI sight	8,000 hrs or more.

S No	Aspect	ORs
<u>LRF</u>		
19.	Type	Eye Safe Class I
	Spectral range	1550 nm
20.	Distance	Min - ≤50 mtr Max - 5 km Veh target (in clear visibility)
<u>Day Sight</u>		
21.	Zoom	Continuous Optical Zoom of X 27 or better
22.	WFOV	Min 14 ⁰ (H) X 11 ⁰ (V) ± 5% or better
23.	NFOV	Min 1.7 ⁰ (H) X 1.3 ⁰ (V) ± 10% or better
24.	Sensor Type	2 mega pixel CMOS sensor or better
<u>Ranges (Day Camera and Thermal Imager)</u>		
25.	Detection (Human)	Min 2.5 Km
26.	Recognition (Human)	1.5 to 2 km mtr
27.	Identification (Human)	800 to 1000 mtr
28.	Auto Video Target Tracker	The system should have a video tracker capable of auto tracking targets.
<u>Misc</u>		
29.	Test Facility	Built in Test Equipment
30.	Mil Std	Compliance to Mil std 810, 461,464,482
31.	EMI/EMC	Mil Std – 461 E/F/G
32.	Tracking	Should incorporate a automatic video target tracker to follow a selected moving target
33.	Operating Temperature	Max 40 ⁰ C to 45 ⁰ C Min (-)10 ⁰ C to (-) 20 ⁰ C
34.	Display	Mil grade ruggedized commander Display
<u>Safety Requirements</u>		
35.	Physical Safety	Mechanical and software controlled supporters to limit the arcs of fire
36.	Safety Switch	The system should have a remotely located safety switch to enable/ disable firing of the gun

S No	Aspect	ORs
<u>System Contro Panel</u>		
37.	SCP consisting of joystick/knobs	This should enable following (a) Selection of modes of operation. (b) Gun control including firing. (c) Complete control of the system during Engagement. (d) Inputting of range and bearing. automatically and manually. (e) Sight selection (Day/ Night) and control.
38.	Accuracy	The accuracy of the in-service wpns should remain the same.
39.	Zeroing	Zeroing procedure of the sight should be specified by the vendor.
40.	Life of System	15 Years

Appendix B
(Refers to Para 7, 26, 30(b) & 31 of RFP)

COMPLIANCE TABLE

For Remote Controlled Weapon Station (RCWS) 12.7 mm NSVT

Ser No	Requirement as per the RFP	Compliance/ Partial Compliance	Indicate references of Paras/Sub Paras of the Main Technical Document
1. General Conditions of RFP (Para 1 to 56)			
2. Technical Parameters as per Appendix A			
(a)	Operational Requirements And Features		
3. Commercial Parameters as per RFP			
(a)	Performance-cum-Warranty Bank Guarantee (PWBG) as per Para 2 of Appendix G of RFP		
(b)	Advance Payment Bank Guarantee as (APBG) per Para 1.4.1 of Appendix G of RFP		
(c)	Earnest Money Deposit (EMD) of ₹70 Lakhs as per Para 20 of RFP		

Appendix C
(Refers to Para 11 of RFP)

WARRANTY CLAUSE

1. The **SELLER** warrants that the goods/services supplied under this contract conform to technical specifications prescribed and shall perform according to the said Technical Specifications.
2. The **SELLER** warrants the deliverables supplied shall carry a comprehensive warranty to include spares for which warranty claims are initiated for a period of **24 months** from date of installation and commissioning, Such Spares will be provided free of cost. Repairs under warranty will be carried out in situ. However, in case certain items cannot be repaired in situ then the responsibility of back loading of these items to the repair facility of the vendor will be under Sellers own arrangement. The commencement of warranty will be from the date of Final acceptance post completion of Validation Firing. The cost of all maintenance and scheduled servicing during the warranty period will be borne by the seller to include spares, labour, oil, gases, consumables, calibrations, expendables etc. The Seller warrants for a period of 24 months from the date of final acceptance that the goods/stores/services supplied under this contract and each component used in the manufacture thereof should be free from all types of defects/failures (including latent and patent defects).
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 **45 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 during the warranty period, shall be provided by the **SELLER** and he will ensure that the **cumulative downtime period for the equipment does not exceed 10% of the warranty period.**
5. If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds **10%** of the warranty period **or a common defect is noticed in more**

than 5% of the quantity 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 including installation and commissioning of the specialized test equipment 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 and Humidity conditions as mentioned at Appendix A to RFP.**

(Note: Wherever applicable the clause related to MTBF related warranties may be added as part of this Appendix).

Appendix D
(Refers to Para 32 of the 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 and 35 of RFP)

PRODUCT SUPPORT

1. **Maintenance Philosophy.** Maintenance of the equipment is structured on two different levels. The Maintenance philosophy can be categorised into 'O' & 'D' levels 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 including Line Replaceable Units (LRUs) etc, carried out without any sophisticated tools or test equipment. 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) with each equipment including operators manual.

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

(ii) **Field Repairs.** Repairs carried out at field 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 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. In a total there shall be 04 x Field Repair points for Video Target Tracker & Digital Ballistic Computer (VTT & DBC) and 04 x Field repair points for Electro optical sighting system of quantity 90 Remotely Controlled Weapon Station (RCWS) 12.7 mm NSVT. The manufacturer in addition to the basic unit level SMTs/STEs/SE, 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/floatilla/station work shop.

(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/floatilla/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. In a total there shall be 02 x Intermediate Repair points for Video Target Tracker & Digital Ballistic Computer (VTT & DBC) and 02 x Intermediate Repair points for Electro optical sighting system of quantity 90 Remotely Controlled Weapon Station (RCWS) 12.7 mm NSVT. 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.

(c) **'D' Level.** These repairs include 4th level extensive Base Overhauls (BOH)/ Depot level Repairs which are either routine and planned or necessitated due to major repairs/renewal requirements requiring stripping and rebuilding of equipment. Extensive repairs of components / sub-assemblies and overhaul of the complete equipment is carried out by this facility and due to the complexity requires specific technical knowledge, infrastructure, related documentation, experience and proper quality control. Post such repairs, detailed trials are conducted usually by the overhauling agency, prior to handing over of the equipment to the unit for operational exploitation. Depending on the population of the equipment, such facilities may be established in the country. In a total there shall be 01 x Depot Level repair point for Video Target Tracker & Digital Ballistic Computer (VTT & DBC)

and 01 x Depot Level repair point for electro optical sighting system of quantity 90 Remotely Controlled Weapon Station (RCWS) 12.7 mm NSVT. For this, the manufacturer is required to provide the following:-

- (i) All Special Maintenance Tools, jigs, fixtures and test equipment for carrying out repairs up to component / PCBs/ module level.
- (ii) Oils and lubricants necessary for overhaul.
- (iii) All necessary technical literature.
- (iv) Calibration facilities for test equipment.

Engineering Support Package (ESP)

3. 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 and validated during demonstration of equipment. ESP would constitute the following aspects:-

- (a) Spares.
- (b) SMTs/STEs test set-up.
- (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 sustain 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 **2 years** 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. Confirmation of MRLS shall be carried out during demonstration of equipment. 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 SMT/STE/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 28 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 Bidder within a period specified in the contract, post expiry of the warranty period. The Bidder 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.

(b) 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 / Special Test Equipment and Test Jigs (SMTs/STEs/Test Jigs).** SMTs, STE 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, where applicable. **Bidder confirms to**

installation of SMTs/ STEs at the nominated premises of the Buyer. 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.
- (b) Design Specifications
- (c) **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.
- (d) Manufacturers Recommended List of Spares (MRLS).
- (e) Illustrated Spare Parts List (ISPL) and along with the prices in the commercial.
- (f) Rotable list, norms of consumption, mandatory/ non-mandatory spares list for each system.
- (g) Table of Tools & Equipment (TOTE) & carried spares.
- (h) Complete Equipment Schedule.
- (j) Repair and Servicing schedule.
- (k) Design Specifications.
- (l) Technical Manual on STE with drawing references.
- (m) Condemnation limits.
- (n) Packing specifications /instructions.

- (o) One Set of Special Test Equipment (SMTs).
- (p) One Set of Special Test Equipment.
- (q) Any additional information suggested by the OEM.

7. **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

8. **Training.** A training package for operators, operator trainers and maintenance personnel to undertake operation and maintenance of equipment (Field, Intermediate and Depot Level Maintenance) 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 language. 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 six months prior to the expiry of wty period. 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:

- (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.** Vendors will give an undertaking that the proposed ESP (including MRLS for two years after warranty period) is sufficient to sustain the field, intermediate and Depot Level Maintenance. Any items falling short in the ESP in terms of Range and Depth will be replenished by the vendor at no additional cost and will be included in the ESP. Vendor will give an undertaking Agreeing to carry out any changes to the ESP (to include MRLS, SMTs / STEs, installation Material, Technical Literature and Training Aggregates) under the provisions of this clause within the existing commercial quotes. On termination of training, technicians should be capable of carrying out stipulated maintenance/ repair to the full system. Else training will be repeated by the vendor without any additional cost.

Active Technology Obsolescence Management.

9. OEM 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/OEM will notify the Buyer not less than three years before the closure of its production line about the intention to close production of equipment for provision of purchasing spare parts, before closure of the said production line.

(b) Three years prior to completion of design/service life of equipment, the Bidder/OEM will submit techno-commercial proposal for upgradation of equipment, wherever applicable, to mitigate technology obsolescence and for ensuring product support for next 15 years.

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

MANUFACTURER'S RECOMMENDED LIST OF SPARES (MRLS)

EQUIPMENT: **Remote Controlled Weapon Station (RCWS) 12.7 mm NSVT**

Original Equipment Manufacturer (OEM): _____

Ser No	Manufacturer's Part No	Source of Supply	Nomenclature	Nos fitted in One equipment	Illustrated Spare Part List (ISPL) Reference	Vital /Essential/Desirable (V/E/D)	Unit Cost	Recommended scale for quantity 90 Remotely Controlled Weapon Station (RCWS) 12.7 mm NSVT			Total Cost	Remarks	
								Field Repair Points	Intermediate Repair Points	Depot Repair Points			
For Repairing of VTT & DBC													
(i)	-	-	-	-	-	-	-	04	02	01			
For Repairing of Electro Optical Sighting System													
(i)	-	-	-	-	-	-	-	04	02	01			
Total Cost													

Note:

- Maintenance spares/stores like lubricants, sealing compound, gases should be given separately giving source of supply.

2. Spares for component repairs should be included under the column of nodal repair & Base Repair as suggested by OEM.
3. In 'Remarks' column following information (if applicable) be given:
 - (a) If an item has a shelf/operational life it be marked as 'G' and life indicated.
 - (b) Matching set of components be indicated.
 - (c) Item which can be locally manufactured should be marked 'LM'.
 - (d) Items which cannot be manufactured in India due to sophisticated design/technology may be marked as 'SI' (Special Item).
 - (e) 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.
4. 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, Nodal and Base 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 as main equipment.

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

LIST OF SMT/STEs, JIGS, FIXTURE AND INFRASTRUCTURE

EQUIPMENT: **Remote Control Weapon Station (RCWS) 12.7 mm NSVT**

Original Equipment Manufacturer (OEM): _____

S No	Manufacturer's Part No	Designation	V/E/D	Unit Cost	Nos Required					Brief Purpose	Remarks
					Field Repair Pts	Intermediate Repair Pt	Depot Level Repair	Trg Est	Total Qty		
For Repairing of VTT & DBC											
(i)	-	-	-	-	04	02	01	01	08		
For Repairing of Electro Optical Sighting System											
(i)	-	-	-	-	04	02	01	01	08		

Note:

- (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) For Nodal Repairs/Base repairs quantity required should be for repair of 10 equipments at a time.
- (iv) If test equipment is commercially available ex India, the source of supply be specified.
- (v) Test equipment for calibrating the STEs should be included in the list above.
- (vi) Test equipment which are required to be provided by the customer should also be included in the list above.

- (vii) The Seller will provide product support for all SMTs/ STEs supplied with the equipment for the entire life cycle of the equipment.
- (viii) MRLS for STEs should be provided as a package with STEs at the time of installation.

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

TECHNICAL LITERATURE

EQUIPMENT: **Remote Controlled Weapon Station (RCWS) 12.7 mm NSVT**

Original Equipment Manufacturer (OEM): _____

Ser No	Technical Literature	Unit Cost	Scale for 90 Equipment					Total Cost	Remarks
			User	EME	DGQ A	DGOS	Total		
1	User handbook/Operators Manual		90	12	02	02	106	<ul style="list-style-type: none"> • Qty one per eqpt (90). • 04 x Fd Repair points (04). • 02 x Intermediate Repair Points (02). • 01 x Base repair points (01). • 01 x EME School (01). • 01 x MAG No - 16 (01). • 01 x MAG N0 -20 (01). • 01 x HQ TG EME (01). • 01 x Dte Gen of EME (Arty & Soldier System) (01). • 02 x DGQA (02). • 02 x OS (02). 	
2.	Design Specifications		05	03	02	-	10	<ul style="list-style-type: none"> • 01 x MAG No – 16 (01). • 01 x MAG N0 -20 (01). • 01 x HQ TG EME (01). • Qty 01 per unit (05). • 02 x DGQA (02). 	
3.	<u>Technical Manual</u>								
	(a) <u>Part I.</u> Tech description, specifications, functioning of various systems		10	12	02	02	26	<ul style="list-style-type: none"> • Qty two per Regt (10). • 04 x Fd Repair points (04). • 02 x Intermediate Repair Points 	

Ser No	Technical Literature	Unit Cost	Scale for 90 Equipment					Total Cost	Remarks
			User	EME	DGQ A	DGOS	Total		
	(b) Part II. Inspection/Maintenance tasks repair procedures, materials used, fault diagnosis and use of Special Maintenance Tools (SMTs)/Special Test Equipment (STEs).								(02). <ul style="list-style-type: none"> • 01 x Base repair points(01). • 01 x EME School (01). • 01 x MAG No – 16 (01). • 01 x MAG N0 -20 (01). • 01 x HQ TG EME (01). • 01 x Dte Gen of EME (Arty & Soldier System) (01). • 02 x DGQA (02). • 02 x DGOS (02).
	(c) Part III. Procedure for assembly/disassembly, repair up to component level, safety precautions.								
	(d) Part IV. (i) Part list with drawing reference (ii) List of SMTs/STEs with Test Bench.								
4.	Manufacturer's Recommended List of Spares (MRLS)		05	03	01	-	09	<ul style="list-style-type: none"> • One per Unit (05). • 01 x MAG No – 16 (01). • 01 x MAG N0 -20 (01). • 01 x HQ TG EME (01). • 01 x DGQA (01). 	
5.	Illustrated Spares Parts List (ISPL) (Priced ISPL will be provided as part of commercial bid)		-	12	01	02	15	<ul style="list-style-type: none"> • 04 x Fd Repair points (04). • 02 x Intermediate Repair Points (02). • 01 x Base repair points (01). • 01 x EME School (01). • 01 x MAG No - 16 (01). • 01 x MAG N0 -20 (01). • 01 x HQ TG EME (01). • 01 x Dte Gen of EME (Arty & Soldier System) (01). • 01 x DGQA (01). • 02 x DGOS (02). 	
6.	Technical Manual on STE with drawing reference		-	04	01	-	05	<ul style="list-style-type: none"> • 01 x MAG No – 16 (01) • 01 x MAG N0 -20 (01) • 01 x HQ TG EME (01) 	

Ser No	Technical Literature	Unit Cost	Scale for 90 Equipment					Total Cost	Remarks
			User	EME	DGQ A	DGOS	Total		
									<ul style="list-style-type: none"> • 01 x Dte Gen of EME (Arty & Soldier System) (01) • 01 x DGQA (01)
7.	CDs on the above Tech literature		05	02	02	02	11		<ul style="list-style-type: none"> • Qty one Per Unit (05). • 01 x EME School (01). • 01 x HQ TGEME (01). • 02 x DGQA (02). • 02 x OS (02).
8.	Manufacturing Drawings		-	-	01	-	01		<ul style="list-style-type: none"> • 01 x DGQA (01).
Total Cost:									

Total Cost: _____ (In words)

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.

TRAINING AGGREGATES

EQUIPMENT: **Remote Control Weapon Station (RCWS) 12.7 mm NSVT**

OEM: _____

Ser No	Description of Training Aggregates	Scale for 90 Equipment					Unit Cost	Total Cost	Remarks
		User	EME	DGQA	DGOS	Total			
1.	Complete Equipment	-	01	-	-	01			
2.	Sectionised Equipment	05	-	-	-	05			• Qty 01 per Unit (05).
3.	Shop Replaceable Units (SRUs)/ PCB/ Modules/ assemblies (To be suggested by Vendor & vetted by Demo Team)	-	01 Set	-	-	01 Set			
5.	Computer based training package based on interactive multimedia to include (a) Full graphics, animation, text and sound. (b) Symptoms- fault correlation (expert system).	10 Sets	01 Set	01 Set	-	12 Sets			<ul style="list-style-type: none"> • Qty 01 for EME School (01). • Qty 10 for 05 Units (@ 02 per Unit) (10).

Ser No	Description of Training Aggregates	Scale for 90 Equipment	Unit Cost	Total Cost	Remarks
13.	Trg to Number of Personnel (a) User Training on operations and periodic maintenance for crew at user location	150 Personnel in ten batches			<ul style="list-style-type: none"> • Offrs - 25 • Gunner - 75 • Crew Commander - 50
	(b) Maintenance training of EME personnel's for 'O' 'I' and 'D' level maintenance	48 EME Personnel for 14 days in four batches			<ul style="list-style-type: none"> • VTT & DBC <ul style="list-style-type: none"> • 10 maintenance personnel for 'O' level - 10 • 09 x Maintenance personnels for 'I' & 'D' level - 09 • Electro Optical Sighting System <ul style="list-style-type: none"> • 14 x maintenance personels for 'O' level - 14 • 15 x maintenance personels for 'I' & 'D' level - 15
	(c) Training on Quality Assurance at Vendor Premises	02 Offrs for 07 days in one batch			
	(d) Training of Ordnance Personnel	04 personnel for 02 days in two batches			<ul style="list-style-type: none"> • 02 x 14 OMC • 02 x 5 FOD
Total Cost					

Total Cost: _____ **(In words)**

Appendix F
(Refers to Para 38 of RFP)

DEMONSTRATION METHODOLOGY

1. **Dates of Demonstration.** 03 Jan 23.
2. **Location.** Tentatively it will be held at KK Ranges, HQ ACC&S.
3. **Quantity of Equipment.** To evaluate the functioning of the complete system, vendor would be required to **provide equipment as under:**

<u>Equipment</u>	<u>Quantity</u>	<u>Remarks</u>
Remote Controlled Weapon Station (RCWS) 12.7 mm NSVT	Two	Eqpt to be provided to HQ ACC&S, Ahmednagar .

4. **Submission of Equipment.** Vendors will fit the equipment on the tank provided by HQ ACC&S, Ahmednagar by 03 Jan 2023.
5. **Demonstration Methodology.** Demonstration methodology is as mentioned below:-

S No	Aspect	ORs	Methodology	Remarks
(a)	Weight	Should be less than 185 Kgs without weapon	To be demonstrated	
(b)	Weapon Cradle	Should support 12.7 mm NSVT	Mounting of weapon cradle and other accessories should not lead to drilling of any additional holes etc in the armour of tank or re-location of existing systems/ sub systems except NSVT or adversely affect their functioning.	
(c)	Mounting Type	2 Axes Stabilised system	To be demonstrated.	
(d)	Sensor Suite	Should include single LRU Optronics sensor package featuring a cooled thermal imager, day imager, laser range finder and a video target tracker as a single LRU unit.	To be demonstrated.	
(e)	Multi Function Display Unit	Should have a MFDU consisting of a LCD monitor with keys capable of all initialisations, operational settings, calibrations and diagnostics and operating various menu. It should be capable of up gradation due to technological advancement.	To be demonstrated.	Capable of being fitted inside fighting compartment on the commander side without relocation/ removal of existing systems/ sub systems. It should not impact the functioning of systems and sub systems fitted inside the fighting compartment.
<u>RCWS</u>				
(f)	Type of Platform	Independent Pan and tilt	To be demonstrated.	
(g)	Drive	RCWS drive to be in traverse and elevation.	To be demonstrated.	

(h)	Elevation	- 7° to + 75° or better	Vendor Certification supported by test report from NABL accredited lab and Demonstration	
(j)	Motion Velocity	Max - ≤1 rad/sec Min - between 0.5 rad/sec to 0.25 rad/sec	Vendor Certification supported by test report from NABL accredited lab and Demonstration.	
(k)	Rotation	N x 360° angle in Azimuth	Vendor Certification supported by test report from NABL accredited lab and Demonstration.	
(l)	Stabilisation accuracy	Less than 0.3 m Rad or better	Vendor Certification supported by test report from NABL accredited lab and Demonstration.	
<u>Electro Optical Sighting System (Thermal Camera)</u>				
(m)	Spectral Range	3 - 5 μ m	Vendor Certification supported by test report from NABL accredited lab and Demonstration.	
(n)	Detector Resolution	640 x 512 pixels or better	Vendor Certification supported by test report from NABL accredited lab and Demonstration.	
(o)	Pixel Pitch	15 μ m or less	Vendor Certification supported by test report from NABL accredited lab and Demonstration.	
(p)	WFOV	Min 14° (H) X 11° (V) or better	Demonstration alongwith vendor certification supported by test reports from NABL accredited lab.	
(q)	NFOV	Min 1.7° (H) X 1.3° (V) or better	Demonstration alongwith vendor certification supported by test reports from NABL accredited lab.	
(r)	Zoom	Continuous optical zoom of 20x or more	Demonstration alongwith vendor certification supported by test reports from NABL accredited lab.	
(s)	MTBF of Cooler of TI sight	8,000 hrs or more	Vendor Certification.	

S No	Aspect	ORs	Methodology	Remarks
<u>LRF</u>				
(t)	Type	Eye Safe Class I	Demonstration alongwith vendor certification supported by test reports from NABL accredited lab.	
(u)	Spectral range	1550 nm	Demonstration alongwith vendor certification supported by test reports from NABL accredited lab.	
(v)	Distance	Min - ≤50 mtr Max - 5 km Veh target (in clear visibility)	To be demonstrated.	
<u>Day Sight</u>				
(w)	Zoom	Continuous Optical Zoom of X 27 or better	Demonstration alongwith vendor certification supported by test reports from NABL accredited lab.	
(x)	WFOV	Min 14 ⁰ (H) X 11 ⁰ (V) ± 5% or better	Demonstration alongwith vendor certification supported by test reports from NABL accredited lab.	
(y)	NFOV	Min 1.7 ⁰ (H) X 1.3 ⁰ (V) ± 10% or better	Demonstration alongwith vendor certification supported by test reports from NABL accredited lab.	
(z)	Sensor Type	2 mega pixel CMOS sensor or better	Demonstration alongwith vendor certification supported by test reports from NABL accredited lab.	
<u>Ranges (Day Camera and Thermal Imager)</u>				
(aa)	Detection (Human)	Min 2.5 Km	To be demonstrated.	
(ab)	Recognition (Human)	1.5 to 2 km mtr	To be demonstrated.	
(ac)	Identification (Human)	800 to 1000 mtr	To be demonstrated.	
(ad)	Auto Video Target Tracker	The system should have a video tracker capable of auto tracking targets.	To be demonstrated.	
<u>Misc</u>				
(ae)	Test Facility	Built in Test Equipment	To be demonstrated	

S No	Aspect	ORs	Methodology	Remarks
(af)	Mil Std	Compliance to Mil std 810, 461,464,482	Vendor certification supported by test reports from NABL accredited lab.	
(ag)	EMI/EMC	Mil Std – 461 E/F/G	Vendor certification supported by test reports from NABL accredited lab.	
(ah)	Tracking	Should incorporate a automatic video target tracker to follow a selected moving target	To be demonstrated.	
(aj)	Operating Temperature	Max 40 ⁰ C to 45 ⁰ C Min (-)10 ⁰ C to (-) 20 ⁰ C	Vendor Certification.	
3(ak)	Display	Mil grade ruggedized commander Display	Vendor certification supported by test reports from NABL accredited lab.	
<u>Safety Requirements</u>				
(al)	Physical Safety	Mechanical and software controlled supporters to limit the arcs of fire	To be demonstrated.	Should obviate firing on the main gun or body of the tank
(am)	Safety Switch	The system should have a remotely located safety switch to enable/ disable firing of the gun	To be demonstrated.	

S No	Aspect	ORs	Methodology	Remarks
<u>System Control Panel</u>				
(an)	SCP consisting of joystick/knobs	This should enable following (a) Selection of modes of operation (b) Gun control including firing (c) Complete control of the system during engagement (d) Inputting of range and bearing automatically and manually (e) Sight selection (Day/Night) and control	To be demonstrated.	
(ao)	Accuracy	The accuracy of the in-service weapon should remain the same	To be demonstrated.	
(ap)	Zeroing	Zeroing procedure of sight should be specified by vendor.	To be demonstrated.	
(aq)	Demonstration of Maintenance Aspects.		Demo to be conducted for understanding the MRLS offered by the OEM. In order to maintain the equipment in field Army maintenance related aspects shall be demonstrated with associated equipment/ accessories. Technical literature to include User Handbook, Technical Manuals, ISPL, MRLS, Technical Manuals on STEs, details of training aggregates & CBTs for training of technicians for maintenance.	In case any vendor is not able to demonstrate SMTs /STEs they will provide a list to the demonstration team alongwith a certificate that these items will be provided with the item.

Appendix G
(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 under :-

- 1.1.1.1 Qty 63: 14 OMC.
- 1.1.1.2 Qty 27 : 5 FOD.
- 1.1.1.3 MRLS/SMTs/STEs/TJs : COD Agra

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 taxes and duties applicable at the time of signing of Contract.

1.3.2 **Base Contract Price.** The Base Contract Price will be considered as Total Contract Price excluding taxes and duties applicable at the time of signing of Contract and excluding the Total Price of AMC/CMC/PBL/LCSC (if any).

1.3.3 **Bank Guarantee(s).** For the purpose of payment of Advances to the Bidder and submission of various Bank Guarantees by the Bidder i.e Advance Payment Bank Guarantee (APBG) and Additional Bank Guarantee (ABG), as applicable, Base Contract price will be considered. For Performance cum Warranty Bank Guarantee (PWBG), Total Contract Price including taxes and duties is to be considered.

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

1.3.5 All Bank Guarantee(s) requirements viz Advance Payment Bank Guarantee (APBG), Performance-cum-Warrantee 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 Bank guarantee (s), as applicable, is specified at Annexure V to Appendix G.

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

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

- 1.4.2.1 Ink-signed copy of Seller's bill.
- 1.4.2.2 Ink-signed copy of Commercial invoice.
- 1.4.2.3 The relevant Transport Receipt.
- 1.4.2.4 Inspection Acceptance Certificate of Buyer's QA agency demonstrating compliance with the technical specifications of the contract.
- 1.4.2.5 Packing List.
- 1.4.2.6 Certificate of Origin.
- 1.4.2.7 Claim for statutory and other levies to be supported with requisite documents/GST invoice (with QR code, when made applicable)/proof of payment, as applicable.
- 1.4.2.8 Exemption certificate for taxes/duties, if applicable.
- 1.4.2.9 Warranty certificate from the SELLER.

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

1.4.5 **On Installation.** 15% of the **Base Contract Price** of deliverables and bal 85% of cost of installations & commissioning alongwith associated taxes shall be paid on pro rata basis on successful installation of equipment.

1.4.6 **On Validation and Final Acceptance.** 10% of the **Base Contract Price** of deliverables shall be paid on pro rata basis on successful validation of equipment.

1.4.7 **Part-Dispatch/Part-Shipment.** Part-dispatch or part-shipment of goods is permitted and corresponding payment will be released to the Seller. However, where permitted, the minimum quantity for using this facility on each occasion will not be less than **45** . Transshipment may not be permitted for certain deliverables and/or under certain situations .

1.4.8 **Training.** The remaining **85%** of the cost of training and associated taxes and duties, shall be paid on submission of Certificate from BUYER'S representative that training program has been completed by the BUYER/its representative with requisite documents for payment.

1.4.9 **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. Custom duty is not reimbursable on input material.

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

3. **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.

4. **Liquidated Damages (LD).** In case of delay in supplies, the vendor shall be levied LD @ 1.5% per week of delay subject to maximum 15% of value of delayed stores, calculated on the basis of the Contract Price of delayed stores.

5. **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 G.**

Annexure I to Appendix G
(Refers to Para 1.4.10 of
Appendix G)

**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 G
(Refers to Para 1.4.1 of Appendix G)

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 G
(Refers to Para 2 of Appendix G)

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% of Total Contract Price (including taxes and duties) 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% 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% 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% 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 G
(Refers to Para 5 of Appendix G)

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 G
(Refers to Para 9, 46 of RFP and
Para 1.4 of Appendix G)

DELIVERY SCHEDULE AND STAGES OF PAYMENT

1. **For Delivery in Lots/ Batches**

SI	Activity	Delivery Timelines (T ₀ + Months)	Quantity	Scheme for Payment	Scheme for submission and Return of Advance Payment Bank Guarantees	Remarks
(a)	Signing of contract			15% of the base contract price	APBG of equivalent amount to be submitted	T ₀ is date of signing of contract
(b)	On Dispatch of all Equipment	T ₀ + to T ₀ +12	90 x RCWS	60% of Base Contract Price (Less cost of installation and commissioning and training) of deliverables and re-imburement of 100 % FTI and 100% taxes on pro rata basis		
(c)	On Dispatch of SMT/ STE Technical Literature and Training Aggregates	T ₀ + to T ₀ +12	Complete quantity	60% of Base Contract Price (Less cost of installation and commissioning and training) of deliverables and re-imburement of 100 % FTI and 100% taxes on pro rata basis		
(d)	On dispatch of complete quantity of MRLS	T ₀ + 24 to T ₀ + 30	Complete quantity	60% of Base Contract Price (Less cost of installation and commissioning and training) of		

SI	Activity	Delivery Timelines (T ₀ + Months)	Quantity	Scheme for Payment	Scheme for submission and Return of Advance Payment Bank Guarantees	Remarks
				deliverables and re-imburement of 100 % FTI and 100% taxes on pro rata basis		
(e)	On Installation and commissioning	T ₀ to T ₀ +12	90 x RCWS	15% of Base Contract Price (Less cost of training) of deliverables and 85% of cost of installation and commissioning with associated taxes on pro rata basis	APBG is to be returned on pro rata basis as per completion of delivery of equipment, documentation and training.	
(f)	On Delivery of all SMT/STE Technical Literature and Training Aggregates	T ₀ to T ₀ +12	Complete quantity	25% of Base Contract Price (Less cost of installation and commissioning and training) of deliverables on pro rata basis		To be delivered with first batch
(g)	On delivery of complete quantity of MRLS	T ₀ + 24 to T ₀ + 30	Complete quantity	25% of Base Contract Price (Less cost of installation and commissioning and training) of deliverables on pro rata basis		
(h)	On successful Validation and Final Acceptance	T ₀ to T ₀ +18	90 x RCWS	10 % of Base Contract Price (Less cost of training) of deliverables on pro rata basis.		

SI	Activity	Delivery Timelines (T ₀ + Months)	Quantity	Scheme for Payment	Scheme for submission and Return of Advance Payment Bank Guarantees	Remarks
(j)	Completion of Training	T ₀ to T ₀ +12		85% of the base contract price of Training and 100% of associated taxes		Training to be completed before completion of installation
(k)	Balance Payment (if any)			Re-imburement of all balance payment including taxes and duties, if any		

Note:

- (i) Delivery completion includes transportation of supplies by the vendor up to the Consignee Location and successful JRI.
- (ii) Final Acceptance is after successful completion of validation firing.

Appendix H

(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-IDDM)', 'Buy (Indian)' and 'Buy& Make Indian' Cases'.**

1.2.1 **Where DCF Technique as Given in Para 3 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

The cost of equipment supplied by OFB/DPSU/Private vendor will be considered minus GST and other taxes and duties.

1.2.2 **Where DCF Technique as Given in Para 4 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

The cost of equipment supplied by OFB/DPSU/Private vendor will be considered minus GST and other taxes and duties.

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, Installation/Commissioning/Integration, BNE, ToT, 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.							
B.	Cost of Installation / Commissioning/ Integration							
C.	Cost of Manufacturer's Recommended List of Spares as per the format given at Annexure I to Appendix E. In case equipment is already in usage, the spare parts requirement must be specific rather than being based on MRLS.							
D.	Cost of Special Maintenance Tools and Special Test Equipment as per format given at Annexure II to Appendix E.							
E.	Cost of Operator's Manual and Technical Literature (in English Language) including Illustrated Spare Parts List as per Annexure III to Appendix E.							
F.	Cost of Training Aids such as simulators, cut out models, films, charts etc as recommended by the supplier as per Annexure IV to Appendix E.							
G.	Cost of recommended period of Training excluding the cost of travel and boarding and lodging. This should be given as per Annexure IV to Appendix E.							
H.	Any other cost (to be							

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)
	specified).							
J.	Freight and Transit Insurance Cost (where applicable).							
K.	Total Cost (Total of Serial A to J)						#	# This will be used in determining L1 vendor (duly applying provisions of Para 1 above).
L.	Foreign Exchange component of the proposal. (for Indian Vendors only)							This will be with reference to Para 1.2.1 of Appendix M.
M.	CDEC (if applicable) , its authority and amount for which required.							

Total Cost: _____

Total Cost: _____ (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.

3. Evaluation of Bids by DCF Technique -

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

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

Where,

NPV = Net Present Value

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

n = Duration of cash flow stream

r = Discounting Rate

t = The period after which payment is done

The bid with the lowest NPV would be selected.

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

3.3. **Structuring Cash Flows for Tenders/ Bids Received in the Same Currency.** The cash outflows as shown in price bids will be taken into consideration. NPV of different bids will be calculated using the formula given above and the one having lowest NPV will be selected as L-1.

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

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

Year	Dollars	Euros	Pound Sterling	Rupees	Total Cash-flow

Appendix J
(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 EMD (Pre Contract) and Guarantee for Performance-cum-Warranty Bond (after signing of the contract).
 - (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.

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 Rs 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 J
(Refers to Para 7.1 (j) of Appendix J)

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 (Name of the Equipment), 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. **Bid Security : Earnest Money Deposit**

8.1 Every bidder, while submitting commercial bid, shall submit Bid Security in the form of Earnest Money Deposit (EMD), in cases where applicable (as provided in Clause 8 herein).

(a) To safeguard against a bidder(s) withdrawing or altering its bid during the bid validity period, Bid Security (also known as EMD) is to be obtained from all bidders except for cases upto Rs. 100 Crores (i.e., all cases upto Rs 100 crores of AoN will be exempted from payment of EMD) as follows:-

EMD TABLE

Estimated Cost of Procurement Scheme (₹Crore)		IPBG Amount (₹)
Above (Not including)	To (Including)	
-	100	Nil
100	150	30 Lakh
150	300	70 Lakh
300	1000	2 Crore
1000	2000	5 Crore
2000	3000	10 Crore
3000	5000	15 Crore
5000	-	25 Crore

(b) EMD is not required from Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department or Startups as recognised by Department of Industrial Policy & Promotion (DIPP), in accordance with the Ministry of Finance office memorandum bearing No. No. F.20/2/2014-PPD (Pt.) dated July 25, 2017 (as amended from time to time).

(c) DPSUs are not required to submit EMD when nominated as ab-initio single vendor. DPSUs will submit all BGs and EMD as applicable while participating in multi vendor cases with private vendors.

(d) Format of EMD.The Bid Security may be accepted in the following forms, safeguarding the Buyer's interest in all respect:-

(i) Bank Guarantee from any Indian Public or Private Scheduled Commercial Bank notified by RBI or first-class banks of international repute. The format of the Bank Guarantee for Bid Security is provided at Annexure 1 to Appendix J.

(ii) Insurance Surety Bond - The format and guidelines pertaining to the same shall be issued / notified by the Ministry of Defence.

(iii) Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque shall be payable in an acceptable form. The Beneficiary Bank Details for furnishing the same are as follows:

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

(e) **Validity of EMD.** The EMD will be valid for eighteen months or till signing of contract, whichever is later. The EMD shall be extended from time to time as required by the Buyer and agreed by the Bidder. No interest shall be payable by the Buyer to the Bidder(s) on the EMD for the period of its currency. For unsuccessful bidders EMD will be returned on declaration of successful bidder(s).

(f) **Instances of Forfeiture of EMD.**

(i) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.

(ii) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.

(aa) If the Bidder fails to furnish the Performance Security for the due performance of the contract.

(ab) Fails or refuses to accept/ execute the contract.

(iii) In case of violation of Pre-Contract Integrity Pact, EMD will be forfeited besides other legal penalties as may be decided by the Ministry of Defence.

8.2 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.

8.3 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.

8.4 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 EMD for pre contract period/Performance-cum-Warranty Bond post signing of the Contract shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.

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

(iv) To recover all sums already paid by the Buyer, 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 Ravikant, IAS/ Bihar (1984) (Retd)
Apartment No 502, Tower-1, M3M Merlin,
Sector-67, Gurugram-122001 (Haryana)
Mob : 9953555566, **Email - 84ravikant@gmail.com**
- (b) Dr. Prabhat Kumar, IAS/ up (1985) (Retd)
C-120, Sector-39, Noida-201301
GautamBudh Nagar (Uttar Pradesh)
Mob : 9810530048, **Email - prabhatfamily@gmail.com**
- (c) Shri Chet Ram, IRS (1985) (Retd)
Flat No. A-203, Building Gemini, Gladys Alwares Marg,
Hiranandani Meadows, Off-Pokhran Road No 2,
Thane (W), Maharashtra – 400610
Mob : 9869479987, **Email – cr_koli@yahoo.com**

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

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

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

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

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

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

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

13. **Examination of Books of Accounts**

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

14. **Law and Place of Jurisdiction**

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

15. **Other Legal Actions**

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

16. **Validity**

16.1 The validity of this Integrity Pact shall be from date of its signing and extend 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

MINISTRY OF DEFENCE,
GOVERNMENT OF INDIA

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1. _____
2. _____

Witness

1. _____
2. _____

Refers to para 8.1 of Pre Contract Integrity Pact.

EMD BANK GUARANTEE FORMAT

Whereas(hereinafter called the “Bidder”) has submitted their offer dated.....for the supply of (hereinafter called the “Bid”) against the Buyer’s Request for proposal No. KNOW ALL MEN by these presents that WEof having our registered office at are bound unto (hereinafter called the “Buyer”) in the sum offor which payment will and truly to be made to the said Buyer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... day of20.....

The conditions of obligations are:-

- (1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
 - (a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
 - (b) Fails or refuses to accept/execute the contract.
- (3) If the bidder violates Pre-Contract Integrity Pact.

WE undertake to pay the Buyer up to the above amount upon receipt of its first written demand, without the Buyer having to substantiate its demand, provided that in its demand the Buyer will note that the amount claimed by it is due to it owing to the occurrence of above mentioned conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of 18 months/ contract signing whichever is later and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

Appendix K
(Refers to Para 6 of RFP)

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

1. The following parameters for Vendor Selection Criteria will be applicable:-

<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 as on 31 st March of the previous financial year
b	Average Annual Turn Over	Min Avg Annual Turnover for last 03 financial years, ending 31 st March of the previous financial year, should not be less than ₹70 Crores.
c	Net Worth	Net worth of entities, ending 31 st march of the previous financial year, should not be less than ₹ 10 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. .
c	Integration Experience	Cases involving Integration – Where product involves integration, previous experience of not less than one year/ one project in integration of systems/ equipment shall be required.
3	Others	
a	Industrial License	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 L

(Refers to Para 40 of RFP)

QA INSTRUCTIONS AND GUIDELINES FOR FRAMING DRAFT ACCEPTANCE TEST PROCEDURE (ATP)

1. ATP is to be formed for two stages.
 - (a) Part I – ATP for PDI.
 - (b) Part II – ATP for JRI and Final Acceptance.
2. JRI will include quantitative checks and Final Acceptance will include all functional tests of equipment including validation and accuracy firing.
3. **Scope & Introduction.** Includes the scope, introduction & purpose of the document and general information about the equipment.
4. **Brief description of the Equipment / System.** Brief description of the equipment / system be highlighted indicating the salient features equipment / system configuration, interfaces involved and its compatibility and role in the main system where it is intended to be used.
5. **Technical Specifications.** TS of the equipment be indicated along with dimension, weight of the eqpt etc. Operational reqmts and pictorial representation of the eqpt / sys be provided under this section.
6. **Reference Documents.** Documents including list of drawing, related standards, specifications, SQRs etc, to be taken into consideration as a reference.
7. **Test Instruments / Accessories Req'd.** Test instruments / accessories, Jigs / Fixtures reqd for conduct of QA be provided by the vendor.
8. **Qualification / Environmental Tests.** Applicable class for relevant JSS, PRF and IS as per RFP for Environmental testing mentioned along with test severities and procedures to be followed for the conduct of the test. Pre, In-situ & post performances test to check to check the performances of the eqpt be included.
9. **Acceptances / Performances Tests.** Includes the visual checks, dimension check, optical parameters, environmental tests, durability tests as per all terrain along with test reports showing compliances with all measurable parameters of PSQR / GSQR within specified limits. Final acceptance / performances checks come under this section. ATP should include integrated ATP as well as sub system ATP.
10. **Climatic & Durability Tests.** RCWS including Sub-Assy should be compliant for environmental & durability aspects as per JSS-5855-11:2019 (Rev-1) (Class LI-4).
11. **Functional & Technical Aspects.** Functional and Optical Parameters of LRU/Sub-Assy to be checked on Standalone Mode (Lab Integration) as per mutually agreed ATP between DGQA and vendor.

12. **Sampling Plan & Defect Classification.** Sampling Plan will be selected as per IS:2500 (Part-1), 2000, General Inspection Level-II (Table-1). Acceptance quality level as per Table-2A, Single Sampling Plans for normal inspection, Critical 0.01%, Major 0.1%, Minor 1.5%.

13. **Certificate of Conformance.** The technical parameters including environmental & durability tests evaluated based on vendor's certification will be ensured that all certificate are supported by test results obtained from accredited laboratories / certification agencies.

14. **Testing Charges (if any)** to be borne by the vendor for which test facilities are not available with DGQA.

Appendix M

(Refers to Para 52 of RFP)

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

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

Ser No.	Reference	Document Description
1.	Para 5 of RFP	Declaration by Bidder : Debarment of vendors
2.	Para 17 of RFP	Declaration by Bidder: Government Regulation
3.	Para 18 of RFP	Declaration by Bidder: Obligations Relevant to Transfer of Conventional Arms
4.	Para 19 of RFP	Declaration by Bidder : Patent Rights
5.	Para 21 of RFP	Declaration by Bidder : Fall Clause
6.	Para 28 of RFP	Technical document covering performance parameters.
7.	Appendix B	Compliance Table
8.	Appendix C	Warranty Clause
9.	Appendix D	CERTIFICATE: Malicious Code
10.	Annexure I to Appendix E	Manufacturer's Recommended List of Spares (MRLS)
11.	Annexure II to Appendix E	List of SMT/STEs, Jigs, Fixture and Infrastructure
12.	Annexure III to Appendix E	Technical Literature
13.	Annexure IV to Appendix E	Training Aggregates
14.	Appendix H	Price Bid
15.	Annexure I to Appendix J	Pre-Contract Integrity Pact
16.	Annexure I to Appendix J	EMD

GLOSSARY

AMC	Annual Maintenance Contract
AoN	Acceptance of Necessity
ATP	Acceptance Test Procedure
CAMC	Comprehensive Annual Maintenance Contract
CKD	Completely Knocked Down
CNC	Contract Negotiation Committee
DAC	Defence Acquisition Council
DGAQA	Director General of Aeronautical Quality Assurance
DGNAI	Director General Naval Armament Inspectorate
DGQA	Director General of Quality Assurance
DPB	Defence Procurement Board
DAP	Defence Acquisition Procedure
DRDO	Defence Research and Development Organisation
EMC	Electro Magnetic Compatibility
EMD	Earnest Money Deposit
EMI	Electro Magnetic Interference
EPP	Enhanced Performance Parameters
ESP	Engineering Support Package
FET	Field Evaluation Trials
Gol	Government of India
IC	Indigenous Content
ICG	Indian Coast Guard
IDDM	Indigenously Designed & Developed Manufactured
IM	Indigenously Manufactured
IP	Integrity Pact
LRU	Line Replaceable Unit
MET	Maintainability Evaluation Trial

MoD	Ministry of Defence
MRLS	Manufacturer Recommended List of Spares
M-ToT	Maintenance Transfer of Technology
NCNC	No Cost No Commitment
OEM	Original Equipment Manufacturer
OTE	Open Tender Enquiry
PA	Production Agency
PCIP	Pre Contract Integrity Pact
QA	Quality Assurance
RFP	Request for Proposal
SPB	Services Procurement Board.
SHQ	Service Headquarters
SKD	Semi Knocked Down
SRU	Shop Replaceable Unit
TEC	Technical Evaluation Committee
ToT	Transfer of Technology