



REQUEST FOR PROPOSAL
BY
MINISTRY OF DEFENCE
GOVERNMENT OF INDIA
FOR PROCUREMENT OF
QUANTITY 36 TACTICAL ENGAGEMENT SIMULATOR
(TES) FOR INFANTRY REGIMENTAL
CENTRES FOR TRAINING OF AGNIVEERS
THROUGH FAST TRACK PROCEDURE UNDER
CATEGORY BUY (INDIAN)

This document is the property of Government of India/Ministry of Defence.

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 83 pages including cover page and Appendices.

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File No : A/36442/TES(EP)/GS/AC-6/22

Directorate General of Armoured Corps
General Staff Branch (AC-6)
Room No, 501, A Wing
5th Floor, Sena Bhawan
Integrated Head Quarters of MoD (Army)
New Delhi-110011

29 Nov 2022

To

**REQUEST FOR TECHNICAL AND COMMERCIAL PROPOSAL FOR
QUANTITY 36 TACTICAL ENGAGEMENT SIMULATOR (TES) FOR
INFANTRY REGIMENTAL CENTRES FOR TRAINING OF
AGNIVEERS 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 36 Tactical Engagement Simulator (TES)** for Infantry Regimental Centres for training of Agniveers and seeks participation in the procurement process from prospective Bidders subject to requirements in succeeding paragraphs.

Synopsis

2. **Broad Description of Equipment/System.** Each system will consist of Individual Soldier Kit to include Individual Display Unit, Body Harness, Helmet Harness, Laser Projector, GPS and Radio Trans Receiver, Sensor Unit to incl Small Alignment Unit, Umpire Gun, Exercise Control, Battery Charging Mechanism and Base Antenna. Tactical Engagement Simulator facilitates tactical training of participants in all types of terrains ranging from team/ subunit to higher echlon of an Infantry Formation. TES can effectively hone and monitor field craft and battle craft skills in restricted time and can calculate the effect of simulated firing on each and every trainee involved in various training exercises, monitor their movement and also suggest improvement in the drill sets. Each set should have the capability of training **50 individuals.**

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	Tactical Engagement Simulator. Each Set will comprise of [(Individual Soldier Kit to include Individual Display Unit, Body Harness, Helmet Harness, Laser Projector, GPS & Radio Trans Receiver) x 50], Sensor Unit to incl Small Alignment Unit (one), Umpire Gun (Two), Exercise Control (One), Battery Charging Mechanism (one) and Base Antenna (one)	<ul style="list-style-type: none"> Para 1 of Cover Note. Para 9 of RFP.
(b)	Quantity Required	Quantity Thirty Six (36) Soldier Kit to include [(Individual Display Unit, Body Harness, Helmet Harness, Laser Projector, GPS & Radio Trans Receiver) x 1800], Sensor Unit to incl Small Alignment Unit (36), Umpire Gun (72), Exercise Control (36), Battery Charging Mechanism (36) and Base Antenna (36)	<ul style="list-style-type: none"> Para 1 of Cover Note. Para 9 of RFP.
(c)	Categorisation of Procurement	Buy (Indian)	Heading of Cover Note
(d)	Minimum IC Content required	60%	Para 8 of RFP
(e)	Place(s) of Delivery	COD, Delhi Cantt	<ul style="list-style-type: none"> Para 10 of RFP. Para 1.1.1 of Appendix 'G'
(f)	Warranty Period	36 Months	Para 12 of RFP
(g)	CMC Period, if any	24 Months	Para 5 of Appendix 'E' of RFP
(h)	EMD Amount	₹ 30 Lakhs	Para 22 of RFP
(j)	Last date for submission of Pre-bid queries	By 1400 Hours on 12 Dec 2022	Para 24 of RFP
(k)	Date and time for Pre-bid meeting	By 1100 Hours on 14 Dec 2022	Para 25 of RFP
(l)	Last date and time for Bid Submission	By 1100 Hours on 28 Dec 2022	Para 26 of RFP

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

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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

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 and 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. **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.

6. 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.

7. **Pre-Qualification Criteria {for multi-vendor cases in Buy (Indian), cases}**. The detailed Pre-Qualification criteria for the Bidders for participation in the instant procurement case are placed at **Appendix '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 Empowerment Committee (EC).

8. **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)' will be required to submit their Indigenization 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, GoI website (www.mod.nic.in) for reference and free download.

9. **Year of Production**. Deliverables [**Procurement of quantity 36 Tactical Engagement Simulator (TES)**] 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.

10. **Delivery 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:-

S No	Goods to be Delivered	Time Period	Remarks
(a)	Quantity Thirty Six (36) Soldier Kit to include [(Individual Display Unit, Body Harness, Helmet Harness, Laser Projector, GPS & Radio Trans Receiver) x 1800], Sensor Unit to incl Small Alignment Unit (36), Umpire Gun (72), Exercise Control (36), Battery Charging Mechanism (36) and Base Antenna (36)	T _o to T _o + 12 months	T _o being date of signing of contract.

Note:-

- (i) **Technical Literatures and Training Aggregates.** The entire quantity to be delivered along with the first consignment of the TES.
- (ii) **Ultimate Consignee Location.** CoD, Delhi Cantt.

11. 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.

12. **Warranty.** The deliverables supplied shall carry a warranty for **36 months**. Commencement of warranty will be from the date of acceptance post JRI. Warranty Clause is given at **Appendix 'C'** to this RFP.

13. **In Service Life/ Shelf Life.** The In Service/ Shelf Life of the TES will not be less than 10 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.

14. **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 **10 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.

15. **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). The codification will be completed before completion of warranty as part of the contractual obligations.

16. **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.

17. **Training of Crew and Maintenance Personnel.** A training package for training of operators, operator trainers and to undertake operation 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 necessary knowledge and skills to operate equipment. All training requirements such as training aids, projection system, complete equipment with accessories / optional, technical literature, charts, training hand-outs, power point presentations, Computer Based Training (CBT), Documentation, training of core group etc will be catered by the Bidder.

18. 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 core group for **14 days** duration (in working days) for **46 personnel** in **six batches** are to be provided at Bidder premises.

(b) Training for QA personnel as per scope mentioned in **Para 40** of RFP for **five days** duration (in working days) for **four personnel** in one batch are to be undertaken in Bidder premises.

(c) Training for Ordinance personnel for **six days** (in working days) for **eight personnel** in **one batch** are to be undertaken at Consignee Depots. Bidder to provide the duration (working days) for training as per defined scope, in the Technical Bid.

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

(e) 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>Duration (Days per batch)</u>	<u>Total No of Personnel</u>	<u>Batches</u>	<u>Remarks</u>
(i)	Operator Training	Vendor premises	14 Days	46 personnel	Six	For User Units Bidder Premises
(ii)	DGQA (Quality Assurance Personnel)	Vendor Premises	05 Wkg Days	04 personnel	One	Training to be completed before start of PDI
(iii)	Ordnance (Maintenance Personnel)	Depot Loc	Six Days	08 personnel	One	Before JRI
Total				58		

19. **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.

20. 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 license 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.

21. **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.

22. **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 **₹30 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.

23. **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.

24. Any queries/clarifications to this RFP may be sent to this office by **1400 hours** on **12 December 2022**. A copy of the same may also be sent to:-

**Directorate General of Armoured Corps
General Staff Branch/AC-6
Integrated HQ of MoD (Army)
Room No 122 'C' Wing, Sena Bhawan,
DHQ PO, New Delhi - 110011
Mobile No - 8800293749**

25. **Pre-Bid Meeting.** A pre-bid meeting will be organised by SHQ at **1100 hours** on **14 December 2022** at **Sena Bhawan (venue)** to answer any queries or clarify doubts regarding submission of proposals. The Bidder or his authorised representative is requested to attend. Necessary details may be sent a week in advance to Directorate General AC/AC-6, to facilitate obtaining of security clearance.

26. **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 **1100 hours** on **28 December 2022**:-

**Directorate General of Armoured Corps
General Staff Branch/AC- 6
Integrated HQ of MoD (Army)
Room No 122 'C' Wing, Sena Bhawan,
DHQ PO, New Delhi - 110011
Mobile No – 8800293749**

27. Offer opening by a Offer opening committee will be held at **1100 hours** on **29 December 2022** at the same venue as indicated at Para 26 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 to facilitate obtaining of security clearance.

PART II - TECHNICAL REQUIREMENTS

28. 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.

29. **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.

30. **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.

31. 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.

32. **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.

33. 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.

34. **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.

35. **Demonstration.** 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 Demonstration other than the cost of ranges, platform or facilities which the Buyer may choose to provide free of cost.

36. **Product Support (CMC).** After induction, the equipment/system would be repaired and maintained as per the repair and maintenance philosophy at **Appendix 'E'** to this RFP. The information on Engineering Support Package that is required to be provided is enclosed at **Annexure I to II to Appendix 'E'** to this RFP. The details of CMC proposal, must also be submitted separately by the Bidder with technical aspects being included in the technical offer and commercial aspects being included in the commercial offer.

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 up gradation 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 10 years.

Evaluation of Technical Offers

38. The Technical Offer submitted by the Bidder will be evaluated by the Empowered Committee (EC) or a Board of Officers (BOO) nominated by the Empowered Committee 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 for Demonstration as per Demonstration Methodology given at **Appendix 'F'** to this RFP, in India at 'No Cost No Commitment' basis.

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 and JRI. It shall be ensured that there are no repetition of QA tests in PDI and JRI. The JRI would normally be restricted to quantitative checks only, except where check proof is required to be carried out. 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/ ATP in the contract. The successful Bidder would also be required to provide those test facilities at OEM premises/accredited laboratories/tests, results from NABL accredited laboratories as per draft ATP for quality assurance. Guidelines for framing Draft ATP attached 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.

(c) The Seller shall provide packing and preservation of the equipment and spares/ goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/ fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

(d) The packing of the equipment and spares/ goods shall conform to the requirement of specifications and standards in force in the territory of the seller's country.

(e) Each spare, tool and accessory shall be packed in separate cartons. A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. A tag in English with said information shall also be attached to six samples of the item. If quantity contracted is less than six then tag shall be affixed to complete quantity contracted of the item. The cartons shall then be packed in packing cases as required.

- (i) Part Number:
- (ii) Nomenclature:
- (iii) Contract annex number:
- (iv) Annex serial number:
- (v) Quantity contracted:

(f) In addition to the Part Number, the firm shall be required to approach Directorate of Standardisation and HQ DGQA for allotment of NSN No (Nato Standardisation Number) as has been mandatory by the Government of India for all future procurement.

(g) One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No. 1 painted in a yellow colour.

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

- (a) The name and address of the consigner and consignee including.
 - (i) The delivery destination/address if not of the consignee.
 - (ii) Transit destination/address (for aggregation/disaggregation, onward shipment ets)
- (b) The description and quantity of the deliverables.

- (c) The full part number in accordance with NSN 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.)

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 Bidders 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 ORs 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 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 TEC 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 28, 29, 30, 32 (a), 33 & 38 of RFP)

OPERATIONAL CHARACTERISTICS AND FEATURES OF TACTICAL ENGAGEMENT SIMULATOR (TES)

<u>S No</u>	<u>OPERATIONAL REQUIREMENT SPECIFICATIONS</u>
1.	<u>General.</u> A complete solution for setup, commissioning and maintenance of an interactive tactical training facility for Agniveers during their Advanced Military Training at Infantry Regimental Centers.
2.	<p><u>TES Features and Capabilities.</u> TES should have following features and capabilities:-</p> <ul style="list-style-type: none"> (a) System should facilitate real time indoor and outdoor training of Infantry soldiers in a risk free environment with automated objective assessment. (b) System should employ Eye Safe laser. (c) System should be easily fitted on to a Infantry soldier without modification. (d) System should have a sub-system (EXCON) for Exercise Controllers that should enable to coordinate, control, observe, moderate, monitor and evaluate the exercise/ training. EXCON should also be able to see location of each soldier participating in exercise/ training in near real time. (e) System should display movement/ positions in near real time on a 2D Map with an option for 3 D display (Desirable). (f) System should have wireless communications between various subsystems. (g) System should allow control to monitor activities of individual soldiers and status of all the actions through the graphical LCD. (h) System should have the capability of simulating firing of various ammunition authorised to an Infantry Battallion. (j) System should provide accurate simulation of the flight of the ammunition of all types of ammunition and possess 360 degree detection capability. (k) System should be able to engage the targets at all ranges of various ammunition fired by Infantry Weapons. (l) System should have the capability to indicate hits by audio, visual alarm and operational status of participants per damage (K Kill and M Kill).

<u>S No</u>	<u>OPERATIONAL REQUIREMENT SPECIFICATIONS</u>
	<p>(m) System should be scalable upto platoon, company and higher level.</p> <p>(n) Should have the capability to identify friend and foe.</p> <p>(o) It should function in all types of weather conditions and function under all conditions of visibility.</p> <p>(p) System should provide a comprehensive After Action Review. Replay of exercises based on event and time. After action report generation as per customer required format.</p> <p>(q) It should have the facility to be integrated with tactical simulators of all other arms and services.</p> <p>(r) Facilitate integration of DSM maps to enable planning of tactical exercise.</p>
3.	<p><u>Configuration of TES.</u> TES should consist of following subsystems:-</p> <p>(a) <u>Body and Helmet Harness.</u> Body and Helmet Harness should be fitted with communication elements, sensors, GPS module and control unit. It should be ergonomically designed and adjustable to fit all sizes comfortably.</p> <p>(b) <u>Laser Unit (LU).</u> Primary purpose of laser unit should be to provide simulated ammunition through laser code generation. LU will be fitted at the muzzle end of barrel to fire a laser beam in lieu of actual ammunition.</p> <p>(c) <u>Sensor Unit (SU).</u> Primary purpose of sensor unit should be to detect and decode simulated ammunition laser code received from laser unit of another weapons. SU(s) will be fitted on to body and helmet harness of the trainee. They will have laser sensors to sense incoming laser fire from any directions to indicate hits.</p> <p>(d) <u>Display Unit (IDU).</u> Primary purpose of display unit is to display activities like ammunition selection , fire button press , range received of target etc and sub modules status like battery level, damage(M kill), destroy (K kill) .</p> <p>(e) <u>Umpire Gun.</u> Umpire gun primary purpose is to enable or disable any participant, to change mode of laser module like alignment, ready to fire mode. To assign ammunition, Activate disabled individuals.</p>

<u>S No</u>	<u>OPERATIONAL REQUIREMENT SPECIFICATIONS</u>
	<p>(f) <u>Exercise Control (EXCON)</u>. EXCON is the exercise control system with computer and software. EXCON can help instructor to enter trainee details, assign trainees to groups, assign exercises, monitor exercise, replay exercises, generate reports after exercise. Instructor should be able to inject simulation effects like mine fields, area weapons. Instructor should be able to track each participant in near real time on EXCON display 2D or 3D map (Desirable). Instructor should be capable of enabling or disabling any participant. Instructor can assign ammunition to any participant from EXCON. EXCON should connect with each participant through base station.</p> <p>(g) <u>Communication Systems</u>. TES equipment should have following wireless communication systems :-</p> <p>(i) There should be short range communication network to communicate subsystems.</p> <p>(ii) There should be long range communication network to establish communication between EXCON and each participation via base station.</p>
4.	<p><u>Weight and Dimensions</u>. Weight and dimensions of the system should be such that they do not have any adverse effect on transportation or affect in any manner normal functioning of the participant. Weight of various components of TES should be less than four kgs (including body harness and helmet harness) such that one person is able to wear and operate them for 72 Hours with ease.</p> <p>(a) All the subsystems should be rugged and sturdy so as to withstand heat and cold, dust and rains, bumps, jerks and vibrations in all types of terrain.</p> <p>(b) Suitably made and designed boxes should be provided for storage of the system in unit stores and for transportation.</p> <p>(c) System should have a shelf life of 10 years or more.</p> <p>(d) All the subsystems should work on dedicated rechargeable battery which should be easily detachable/ attachable.</p> <p>(e) System should be able to operate in the temperature range of 5 to 50 degrees Celsius and in 80% humidity.</p>

<u>S No</u>	<u>OPERATIONAL REQUIREMENT SPECIFICATIONS</u>
5.	<p><u>Body and Helmet Harness.</u> It should include:</p> <ul style="list-style-type: none"> (a) Trainee harness mounted Communication Elements include Sensors, GPS, Radio Frequency Antenna and Electronics Control Unit (b) Helmet harness with laser detection sensors Integrated Laser Unit. (c) Hand grenade Multi Mode (Stun and Fragmentation).
6.	<p><u>Laser Unit (LU).</u> A laser unit of light weight truly replicating the characteristics & activities of ammunition fired from the barrel of the gun.</p> <ul style="list-style-type: none"> (a) Laser beam be fired only when the firing button pressed so as to simulate firing of ammunition. (b) Laser unit should ensure that the fired laser maintains trajectory and range property of the fired ammunition. What it implies is that if the range of a fired ammunition is 300 metres, it should show as a miss if the distance between the targets is more 300 metres, irrespective of the power of the laser beam. (c) Laser unit should have such arrangement that the fired laser maintains the speed property of the fired ammunition. What it implies is that, irrespective of the speed of light at which laser travels, it should simulate hitting the target in the time which will actually be taken by fired ammunition to reach the target. (d) Laser beam used in laser unit should be Invisible Eye Safe. (e) LU should also be able to simulate single shot fire when it experiences recoil generated by blank rd fired with BFA (Blank Fire Attachment) (Both of which are presently in service).
7.	<p><u>Sensor Unit.</u> Sensor unit should sense the incoming laser beam from any direction (360 degrees) for the purpose of ascertaining a hit or a miss. It should have following features/ capabilities:-</p> <ul style="list-style-type: none"> (a) Adequate number of sensors to accurately sense an incoming laser beam if it is hitting any part of the individual. (b) Depending on the location of the hit of the laser beam, it should be able to discern the damage. (c) Sensor unit should have the capability to discern a laser hit as a 'miss' if the distance between is more than the range of the fired ammunition. (d) Sensor unit should have the capability of transmitting to EXCON all the activities taking place.

<u>S No</u>	<u>OPERATIONAL REQUIREMENT SPECIFICATIONS</u>
	<p>(e) Sensor unit should have an inbuilt GPS, to give accurate location of the participant.</p> <p>(f) Sensor unit should also connect to audio and visual system to indicate hit.</p> <p>(g) Sensor unit should will have the capability of disabling the harness/ weapon system if it has been hit and is sensed as destroyed.</p>
8.	<p><u>Individual Display Unit (IDU).</u></p> <p>(a) IDU should have the arrangement to fix it at a suitable location without the need for any modification on personal clothing and kitting.</p> <p>(b) IDU should have display which will indicate ammunition state and result of the fire as hit/miss.</p> <p>(c) IDU should be clear enough to read the display without any difficulty.</p>
9.	<p><u>EXCON.</u></p> <p>(a) An EXCON should have following hardware:-</p> <ul style="list-style-type: none"> (i) One Laptop / computer. (ii) Two minimum 20" monitors. (iii) Long range trans-receiver radio system (Min range of four kms). (iv) Splitter unit to connect 20" monitors to Toughbook/ Computer. (v) Audio speakers. (vi) Printer. (vii) Suitably modified storage box to carry above stated equipment to exercise area.
	<p>(b) Tough book/computer should be able to load digital maps to be supplied by the Army.</p> <ul style="list-style-type: none"> (i) Feed participants details. (ii) Feed ammunition allotted. (iii) Enter sub-unit/unit details of Forces.

<u>S No</u>	<u>OPERATIONAL REQUIREMENT SPECIFICATIONS</u>
	<p>(iv) Display map of the area in which exercise/ training is being carried out.</p> <p>(v) Indicate the type of ammunition used.</p> <p>(vi) Displays real time information about status of participants and state of ammunition.</p> <p>(vii) Shows location of each participation and can be zoomed out to display location of complete sub-unit/unit.</p> <p>(viii) Path traversed by each participants be viewed in near real time.</p> <p>(ix) Post exercise report, in terms of final status of each participants and participants remaining in each force, ammunition remaining details will be recorded.</p> <p>(c) EXCON should have requisite hardware/software to connect two 20" monitors to the Toughbook/ Computer which will be used to show locations on one and real time events, such as ammunition state of each participant, details of hits etc on the other.</p>
10.	<p><u>Umpire Gun.</u> A light hand held laser gun which when fired aiming at a participant will enable/ disabled the system of target participant.</p>
11.	<p><u>Wireless Communication Systems.</u></p> <p>(a) Trans-receiver radio system to provide data communication between EXCON and participants.</p> <p>(b) Line of sight range of the radio should be 4 kms with base station. Repeaters can be used to cover the range depending on terrain conditions.</p>
12.	<p><u>Endurance.</u> The system should be able to work for minimum 12 hours continuously without switching off.</p> <p><u>Dedicated Power Source.</u> All subsystems should have dedicated batteries, which should have following characteristics :-</p> <p>(a) Sealed maintenance free rechargeable batteries.</p> <p>(b) Should provide uninterrupted power to the subsystem for a minimum of minimum 12 hours before requiring change/recharging.</p> <p>(c) Suitable battery chargers should be provided.</p>

<u>S No</u>	<u>OPERATIONAL REQUIREMENT SPECIFICATIONS</u>
	<u>PART II – OPERATIONAL MAINTENANCE</u>
13.	<u>Maintenance Philosophy.</u> OEM will be responsible for repair and maintenance under three years warranty and balance CAMC.
14.	<u>Reliability.</u> System should be sturdy to withstand harsh environmental and operational conditions. Mean Time between Failures (MTBF) should be 500 hours or more and mean time to repair (MTTR) should not be more than 48 hours .
15.	<u>Test Facility.</u> Built in test Equipment (BITE) should be provided so as to enable operator to diagnose the fault at module level so as to replace the faulty module in situ.
16.	<u>Technical Literature.</u> Following technical literature should be provided in English language :- <ul style="list-style-type: none"> (a) User Manual in English. (b) Technical Manual.
17.	<u>Technical Training.</u> Training of user and maintenance personnel for repair and maintenance of TESs will be provided by the vendor and adequate training for repair up to subsystem level will be organised under the arrangement of the Vendor.

Appendix 'B'

(Refers to Para 28, 32(b) & 33 of RFP)

COMPLIANCE TABLEFor **TACTICAL ENGAGEMENT SIMULATOR (TES)**

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 (g) of Appendix 'G' of RFP.		
(b)	Advance Payment Bank Guarantee (APBG) as per Para 1.4.1 of Appendix 'G' of RFP.		
(c)	Earnest Money Deposit (EMD) of ₹30 Lakhs as per Para 22 of RFP.		
(d)	Performance Bank Guarantee for CMC as per Para 3 of Appendix 'G' to the RFP.		

WARRANTY CLAUSE

1. The **SELLER** warrants that the goods/services supplied under this contract conform to technical specifications prescribed and shall perform according to the said Technical Specifications.
2. The **SELLER** warrants for a period of **36 months onsite warranty** from the date of acceptance deliverables post Joint Receipt Inspection that the goods/stores/services supplied under this contract and each component used in the manufacture thereof should be free from all types of defects/failures (including latent and patent defects).
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, including routine maintenance beyond Unit Level 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 10% 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 **90 days** of receipt of the notification from the **BUYER** duly modified/upgraded through design improvement in all equipment supplied/yet to be supplied and ESP supplied/yet to be supplied.
6. **SELLER shall associate technical personnel of maintenance agency and QA of BUYER during warranty repair and shall provide complete details of defect, reasons and remedial actions for averting recurrence of such defects.**

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

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

Appendix 'D'

(Refers to Para 34 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 36 of RFP)

PRODUCT SUPPORT : REPAIR AND MAINTENANCE PHILOSOPHY

1. To sustain and support platform/equipment through its operational life-cycle, Product Support requirements for 3 years beyond the warranty period will be procured along with the main equipment. The equipment will be provided product support through Comprehensive Maintenance Contract (CMC) for two (02) years.

2. **Technical Documentation.** The Bidder will be required to provide the technical literature. The details of technical literature to be supplied with the system should be listed as per the suggested format at **Annexure I to this Appendix 'E'**. 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) **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).
- (c) Design Specifications.
- (d) Technical Manual on STE with drawing references.
- (e) Condemnation limits.
- (f) Packing specifications /instructions.
- (g) Any additional information suggested by the OEM.

3. **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

4. **Training.** A training package for operators and operator trainers to undertake operation and maintenance of equipment 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 before the induction of the equipment. The Seller will provide the Operator 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 II to this Appendix 'E'**.
- (b) The costs for aggregates and training must only be indicated in the commercial proposal.

Maintenance Contracts

5. **Comprehensive Maintenance Contracts (CMC).** The CMC will be for a period of 24 months with CMC amount payable on yearly basis every year subject to submission of user Satisfactory Performance Certificate and Equipment Serviceability Certificate at the end of every CMC year, according to an agreement drawn as part of the contract for the execution of the Project. The SELLER shall provide a Bank Guarantee of equivalent amount of CMC cost. Seller will separately quote for 12 months CMC with fixed yearly cash outgo as part of the commercial bid. CMC contracts will be placed 02 months before the completion of the warranty period. The scope of work would also involve the following:-

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

(b) **Breakdown Maintenance.** In addition to preventive maintenance, the Bidder will also be responsible to undertake on site breakdown maintenance of the equipment. Defects on the equipment as and when observed, will be intimated to the Bidder by telephone/ fax. The Bidder will depute a team for undertaking repairs of the equipment within two working days from the reporting of the defect, in order to make the equipment operational. The Bidder will need to diagnose, test, adjust, calibrate and repair / replace the goods/equipment during the CMC period. However, defective hard disks, strong devices, if any, of the equipment, will not be returned to the Bidder and would be retained for destruction / safe custody. The downtime of the equipment will commence from the time a defect is reported by the user and the log of the same would be maintained. The downtime should not exceed 10% of the CMC year at any one time and not exceeding a cumulative downtime of 20 % of the CMC year (74 days).

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

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

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

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

(f) **Obsolescence Management.** The obsolescence management for the equipment delivered under the scope of contract would form part of CMC Services. The obsolescence management will include providing "Form, Fit and Function" replacement of any system/sub system rendered obsolete during the period of CMC.

(g) **Bank Guarantee for CMC.** The Bidder will be required to furnish a Performance Guarantee by the way of a Bank Guarantee of a sum equal to 3% (or as applicable at the time of signing of contract in accordance with GOI guidelines) of the Total Price of CMC for contracted duration prior to expiry/return of the PWBG of the Main Contract. Performance Bank Guarantee should be valid for 03 months beyond the period of the CMC.

Active Technology Obsolescence Management

6. 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 10 years.

TECHNICAL LITERATURE

EQUIPMENT: TACTICAL ENGAGEMENT SIMULATOR (TES)

Original Equipment Manufacturer (OEM): _____

Ser No	Technical Literature	Scale of 36 Equipment					Unit Cost	Total Cost	Remarks
		User	EME	DGQA	DGOS	Total			
1.	User Handbook/Operator's Manual	36	-	02	04	42			One per Set (36) 04 for DGOS 02 for DGQA
2.	Design Specifications	36	-	02	04	42			One per Set (36) 04 for DGOS 02 for DGQA
3.	Technical Manual								
	(a) Part I. Tech description, specifications, functioning of various systems.	36	-	02	04	42			One per Set (36) 04 for DGOS 02 for DGQA
	(b) Part II. Inspection/Maintenance tasks, repair procedures, materials used, fault diagnosis and use of Special Maintenance Tools (SMTs)/Special Test	36	-	02	04	42			
4.	CDs on the above Tech literature	36	-	02	04	42			One per Set (36) 04 for DGOS 02 for DGQA

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.

Annexure II to Appendix E
(Refers to Para 4(a) of Appendix 'E')

TRAINING AGGREGATES

EQUIPMENT: **TACTICAL ENGAGEMENT SIMULATOR (TES)**

OEM : _____

Ser No	Description of Training Aggregates	Scale for 36 Equipment					Unit Cost	Total Cost	Remarks
		User	EME	DGQA	DGOS	Total			
1.	Trg Aids to include :- (a) Charts (b) Training Brochures (c) Training Works Models (d) Blow Up diagram (e) CDs	23	-	-	-	23			• One per Unit

Ser No	Description of Training Aggregates	Scale for 36 Equipment	Unit Cost	Total Cost	Remarks
2.	Trg to Number of Personnel :- (a) User Training on operations and periodic maintenance for crew at OEM premises	46 Personnel			02 individual per unit
	(b) Training on Quality Assurance	04 Personnel			
	(c) Training of Ordnance Personnel	08 Personal			
Total Cost					

Total Cost : _____ (In words)

Appendix 'F'
(Refers to Para 38 of RFP)

DEMONSTRATION METHODOLOGY: THIRTY SIX TACTICAL ENGAGEMENT SIMULATOR (TES)

S No	<u>OPERATIONAL REQUIREMENT SPECIFICATIONS</u>	<u>Methodhodology</u>	<u>Remarks</u>
1.	<p><u>Weight and Dimensions.</u> Weight and dimensions of the system should be such that they do not have any adverse effect on transportation or affect in any manner normal functioning of the participant. Weight of various components of TES should be less that four kgs (including body harness and helmet harness) such that one person is able to wear and operate them for 72 Hours with ease.</p> <p>(a) All the subsystems should be rugged and sturdy so as to withstand heat and cold, dust and rains, bumps, jerks and vibrations in all types of terrain.</p>	To be Demonstrated	
	(b) Suitably made and designed boxes should be provided for storage of the system in unit stores and for transportation.	To be Demonstrated	
	(c) System should have a shelf life of 10 years or more.	To be Demonstrated	
	(d) All the subsystems should work on dedicated rechargeable battery which should be easily detachable/ attachable.	To be Demonstrated	
	(e) System should be able to operate in the temperature range of 5 to 50 degrees Celsius and in 80% humidity.	Vendor Certificate supported by test reports from NABL accredited Labs.	

<u>S No</u>	<u>OPERATIONAL REQUIREMENT SPECIFICATIONS</u>	<u>Methodhodology</u>	<u>Remarks</u>
2.	<p><u>Body and Helmet Harness.</u> It should include:</p> <p>(a) Trainee harness mounted Communication Elements include Sensors, GPS, Radio Frequency Antenna and Electronics Control Unit</p>	To be Demonstrated	
	<p>(b) Helmet harness with laser detection sensors Integrated Laser Unit.</p>	To be Demonstrated	
	<p>(c) Hand grenade Multi Mode (Stun and Fragmentation).</p>	To be Demonstrated	
3.	<p><u>Laser Unit (LU).</u> A laser unit of light weight truly replicating the characteristics & activities of ammunition fired from the barrel of the gun.</p> <p>(a) Laser beam be fired only when the firing button pressed so as to simulate firing of ammunition.</p>	To be Demonstrated	
	<p>(b) Laser unit should ensure that the fired laser maintains trajectory and range property of the fired ammunition. What it implies is that if the range of a fired ammunition is 300 metres, it should show as a miss if the distance between the targets is more 300 metres, irrespective of the power of the laser beam.</p>	To be Demonstrated	
	<p>(c) Laser unit should have such arrangement that the fired laser maintains the speed property of the fired ammunition. What it implies is that, irrespective of the speed of light at which laser travels, it should simulate hitting the target in the time which will actually be taken by fired ammunition to reach the target.</p>	Vendor Certificate	
	<p>(d) Laser beam used in laser unit should be Invisible Eye Safe.</p>	Vendor Certificate supported by test reports from NABL accredited Labs.	

<u>S No</u>	<u>OPERATIONAL REQUIREMENT SPECIFICATIONS</u>	<u>Methodhodology</u>	<u>Remarks</u>
	(e) LU should also be able to simulate single shot fire when it experiences recoil generated by blank rd fired with BFA (Both of which are presently in service).	To be Demonstrated	
4.	<p><u>Sensor Unit.</u> Sensor unit should sense the incoming laser beam from any direction (360 degrees) for the purpose of ascertaining a hit or a miss. It should have following features/ capabilities:-</p> <p>(a) Adequate number of sensors to accurately sense an incoming laser beam if it is hitting any part of the individual.</p> <p>(b) Depending on the location of the hit of the laser beam, it should be able to discern the damage.</p> <p>(c) Sensor unit should have the capability to discern a laser hit as a 'miss' if the distance between is more than the range of the fired ammunition.</p> <p>(d) Sensor unit should have the capability of transmitting to EXCON all the activities taking place.</p> <p>(e) Sensor unit should have an inbuilt GPS, to give accurate location of the participant.</p> <p>(f) Sensor unit should also connect to audio and visual system to indicate hit.</p> <p>(g) Sensor unit should have the capability of disabling the harness/ Weapon system if it has been hit and is sensed as destroyed.</p>	To be Demonstrated	
5.	<p><u>Individual Display Unit (IDU).</u></p> <p>(a) IDU should have the arrangement to fix it at a suitable location without the need for any modification on personal clothing and kitting.</p>	To be Demonstrated	

<u>S No</u>	<u>OPERATIONAL REQUIREMENT SPECIFICATIONS</u>	<u>Methodhodology</u>	<u>Remarks</u>
	(b) IDU should have display which will indicate ammunition state and result of the fire as hit/miss.	To be Demonstrated	
	(c) IDU should be clear enough to read the display without any difficulty.	To be Demonstrated Both during Day & Night	
6.	<u>Exercise Control (EXCON)</u>	To be Demonstrated	
	(a) An EXCON should have following hardware:-		
	(i) One Laptop / computer.		
	(ii) Two minimum 20" monitors.	To be Demonstrated	
	(iii) Long range trans-receiver radio system (Min range of four kms).	To be Demonstrated	
	(iv) Splitter unit to connect 20" monitors to Toughbook/ Computer.	To be Demonstrated	
	(v) Audio speakers.	To be Demonstrated	
	(vi) Printer.	To be Demonstrated	
	(vii) Suitably modified storage box to carry above stated equipment to exercise area.	To be Demonstrated	
	(b) Tough book/computer should be able to load digital maps to be supplied by the Army.	To be Demonstrated	
	(i) Feed participants details.		
	(ii) Feed ammunition allotted	To be Demonstrated	
	(iii) Enter sub-unit/unit details of Forces.	To be Demonstrated	
(iv) Display map of the area in which exercise/ training is being carried out	To be Demonstrated		
(v) Indicate the type of ammunition used.	To be Demonstrated		
(vi) Displays real time information about status of participants and state of ammunition.	To be Demonstrated		

<u>S No</u>	<u>OPERATIONAL REQUIREMENT SPECIFICATIONS</u>	<u>Methodhodology</u>	<u>Remarks</u>
	(vii) Shows location of each participation and can be zoomed out to display location of complete sub-unit/unit.	To be Demonstrated	
	(viii) Path traversed by each participants be viewed in near real time.	To be Demonstrated	
	(ix) Post exercise report, in terms of final status of each participants and participants remaining in each force, ammunition remaining details will be recorded.	To be Demonstrated	
	(c) EXCON should have requisite hardware/software to connect two 20" monitors to the Toughbook/ Computer which will be used to show locations on one and real time events, such as ammunition state of each participant, details of hits etc on the other.	To be Demonstrated	
7.	<u>Umpire Gun.</u> A light hand held laser gun which when fired aiming at a participant will enable/ disable the system of target participant.	To be Demonstrated	
8.	<u>Wireless Communication Systems.</u> (a) Trans-receiver radio system to provide data communication between EXCON and participants. (b) Line of sight range of the radio should be 4 kms with base station. Repeaters can be used to cover the range depending on terrain conditions.	To be Demonstrated	
9.	<u>Endurance.</u> The system should be able to work for minimum 12 hours continuously without switching off.	To be Demonstrated	

<u>S No</u>	<u>OPERATIONAL REQUIREMENT SPECIFICATIONS</u>	<u>Methodhodology</u>	<u>Remarks</u>
	<u>Dedicated Power Source.</u> All subsystems should have dedicated batteries, which should have following characteristics :- (a) Sealed maintenance free rechargeable batteries.	To be Demonstrated	
	(b) Should provide uninterrupted power to the subsystem for a minimum of 12 hours before requiring change/recharging.	To be Demonstrated	
	(c) Suitable battery chargers should be provided.	To be Demonstrated	
10.	<u>Maintenance Philosophy.</u> OEM will be responsible for repair and maintenance under three years warranty and balance CAMC.	Vendor Certificate	
11.	<u>Reliability.</u> System should be sturdy to withstand harsh environmental and operational conditions. Mean Time between Failures (MTBF) should be 500 hours or more and Mean Time to Repair (MTTR) should not be more than 48 hours.	Vendor Certificate	
12.	<u>Test Facility.</u> Built in test Equipment (BITE) should be provided so as to enable operator to diagnose the fault at module level so as to replace the faulty module in situ.	To be Demonstrated	
13.	<u>Technical Literature.</u> Following technical literature should be provided in English language :-	To be displayed at the time of demonstration	
	(a) User Manual in English		
	(b) Technical Manual.	To be displayed at the time of demonstration	
14.	<u>Technical Training.</u> Training of user and maintenance personnel for repair and maintenance of TESs will be provided by the vendor and adequate training for repair up to subsystem level will be organised under the arrangement of the Vendor.	Vendor Certificate	

Appendix 'G'
(Refers to Para 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 COD, Delhi Cantt.

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 and excluding cost of CMC is to be considered.

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

1.3.5 All Bank Guarantee(s) requirements viz Advance Payment Bank Guarantee (APBG), Performance-cum-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 and certificate signed by the buyer proving successful compliance to Operational Requirements during demonstration, 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 (T₀). **All deliveries will be completed latest within one year of signing of contract.**

1.4.2 **On Dispatch.** 60% of the Base Contract Price of deliverables, 100 % of Freight & Transit Insurance 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.

1.4.4 **On Final Acceptance.** The remaining 25 % of the **Base Contract Price** of deliverables **excluding cost of training on pro rata basis** shall be paid within thirty (30) days of submission of the Acceptance Certificate & Certified Receipt Voucher (CRV) issued by the Buyer and other relevant documents as mentioned above for final payment, but such payments will be subject to the deductions of such

amounts as the Seller may be liable to pay under the agreed terms of the Contract. The concerned PCDA/CDA will release the payment through cheque/EFT.

1.4.5 **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 **12 systems**.

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

1.4.7 **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.

1.4.8 **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. Customs duty on input material is not reimbursable.

1.4.9 **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 'G'**.

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

3. **Performance Bank Guarantee for CMC.** The Bidder will be required to furnish a Performance Guarantee by the way of a Bank Guarantee of a sum equal to **3%** (or as applicable at the time of signing of contract in accordance with GOI guidelines) of the Total Price of CMC for contracted duration prior to expiry/return of the PWBG of the Main Contract. Performance Bank Guarantee should be valid for 03 months beyond the

period of the CMC. The format of the Performance Bank Guarantee is to be as per **Annexure III to Appendix 'G'**.

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

5. **Liquidated Damages (LD).** In 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.

6. **Payment Deductions and Damages for Shortfalls in CMC Services.**

The clause for payment deductions and damages for shortfall in CMC services is to be formulated on case to case basis. A sample formulation is given below :-

In case the cumulative downtime exceeds 74 days (working days) in the Year, payment will be deducted. The total downtime will be calculated at the end of the Year and payments will be deducted. The total payments to be deducted will be calculated as follows :-

(a) *Payments would be deducted on pro-rate basis for the duration, by which cumulative downtime exceeds 74 days (working days), as follows :-*

i. *Per year CMC = 'X₁'*

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

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

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

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

Annexure I to Appendix 'G'
(Refers to Para 1.4.9 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 I of Appendix ‘G’**. (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 PAYMENT

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 & 3 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 7 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 10 of RFP and Para 1.4 of Appendix 'G')

DELIVERY SCHEDULE AND STAGES OF PAYMENT

1. The broad guidelines for payments terms are appended in subsequent Paras.

S No	Activity	Delivery Timelines (T₀ + Months)	Quantity	Scheme for Payment	Scheme for submission and Return of Advance Payment Bank Guarantees	Remarks
(a)	Signing of contract	T ₀ is date of signing of contract		15% of the base contract price.	APBG of equivalent amount to be submitted	
(b)	<u>On Dispatch of all equipment/system</u>					
(i)	Complete Quantity (36)	T ₀ to T ₀ +12	36 x sets of TES	60% of Base Contract Price (Less cost of training) of deliverables and reimbursement of 100% of FTI and 100% taxes on pro rata basis.		
(ii)	Complete quantity of Technical Literature and Training Aggregates	T ₀ to T ₀ +12	Complete quantity	60% of Base Contract Price (Less cost of training) of deliverables and reimbursement of 100% of FTI & 100% taxes on pro rata basis.		
(c)	<u>On Delivery of all equipment/ system and Final Acceptance</u>					
(i)	Complete Quantity (36)	T ₀ to T ₀ +12	36 x sets of TES	25% of Base Contract Price (Less cost of training) of deliverables on pro rata basis.		

S No	Activity	Delivery Timelines (T ₀ + Months)	Quantity	Scheme for Payment	Scheme for submission and Return of Advance Payment Bank Guarantees	Remarks
(ii)	Complete quantity of Technical Literature and Training Aggregates	T ₀ to T ₀ +12	Complete quantity	25% of Base Contract Price (Less cost of training) of deliverables on pro rata basis.		To be delivered with delivery of equipment
(d)	Completion of Training	T ₀ to T ₀ +12		85% of the cost of Training and 100% of taxes.		
(e)	CMC					
	(i)	T ₄₈ to T ₀ +60		Annual cost of CMC including associated taxes		On Submission of User Clearance Certificate
	(ii)	T ₆₀ to T ₀ +72		Annual cost of CMC including associated taxes		On Submission of User Clearance Certificate
(f)	Balance Payment (if any)			Re-imburement of all balance payment including taxes and duties, if any.		

Note: Delivery completion includes transportation of supplies by the vendor up to the consignee Location and successful JRI.

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

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 Operator's Manual and Technical Literature (in English Language) including Illustrated Spare Parts List as per Annexure I to Appendix 'E' .							
C.	Cost of Training Aids such as simulators, cut out models, films, charts etc as recommended by the supplier as per Annexure II to Appendix 'E' .							
D.	Cost of recommended period of Training excluding the cost of travel and boarding and lodging. This should be given as per Annexure II to Appendix 'E' .							
E.	Any other cost (to be specified).							
F.	Freight and Transit Insurance Cost (where applicable).							
G.	CMC Cost giving year-wise break-up.							
H.	Total Cost (Total of Serial A to G)						#	# This will be used in determining L1 vendor (duly applying provisions of Para 1 above).
J.	Foreign Exchange component of the proposal. (for Indian Vendors only)							This will be with reference to Annexure I to Appendix G'.

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)
K.	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 -

$$NPV_n = \sum_{t=1}^n At/(1+r)^t$$

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 'G'**), i.e. 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 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 of 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 ‘J’**. 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 ₹ 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 & Para 22 of RFP)

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 II 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)
Apartments No 502, Tower-1 M3M Merlin,
Sector-67, Gurugram-122001(Haryana)
Mob:9953555566,
Email- 84ravikant@gamil.com
- (b) Dr Prabhat Kumar, IAS /UP (1985) (Retd)
C-120, Sector-39, Noida -201301
Gautam Budh Nagar (Uttar Pradesh)
Mob : 9810530048,
Email- prabhatfamily@gmail.com
- (c) Shri Chet Ram, IRS (1985) (Retd)
Flat No A-203, Building Gemini, Gladys Alwares Marg,
HiranandaniMeadows, Offr-Pokhran Road No 2,
Thane (W), Maharashtra-400610
Mob No : 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 ____ Oct 2022.

BUYER

BIDDER

MINISTRY OF DEFENCE,
GOVERNMENT OF INDIA

CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Annexure II to Appendix 'J'

(Refers to Para 8 (d) (i) of Annexure I to Appendix J)

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 of for 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 7 of RFP)

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

1. The following parameters will be used for inclusion in the RFP.

SI No	Parameter	For all cases except Shipbuilding (Ch XII), Make (Ch III & IV) and Strategic Partnerships (Ch VII)
1	Financial	
a	Credit Rating	Long term credit rating of CCR-BBB or better and SME-04 or better for SMEs as on 31 st March 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 Rs 40,00,00,000/- (Rupees Forty Crore only)
c	Net Worth	Net worth of entities, ending 31 st March of the previous financial year, should not be less than Rs 7,00,00,000/- (Rupees Seven Crores only).
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. (In case SHQ feels that for particular equipment a lesser experience could be accepted, then the same should be specifically approved by the RFP approving authority before including the same in the RFP).
c	(i) Integration Experience	(i) 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.

SI No	Parameter	For all cases except Shipbuilding (Ch XII), Make (Ch III & IV) and Strategic Partnerships (Ch VII)
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. Min no of years not applicable for JVs constituted specifically for a project.

Appendix 'L'

(Refers to Para 40 of RFP)

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

1. Draft ATP / QT for the Equipment/ System should mainly consist of the following:-

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

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

1.3 Safety/ Security aspects, if any.

1.4 **Technical Specifications.** TS of the equipment are indicated along with dimension, weight of the equipment etc. operational requirements & Pictorial representation of the equipment/ system be provided under this section. SQR/ ORs are translated into ATP with measurable parameters.

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

1.6 **Bill of Materials.** BoM as per the following format be included.

S. No	Item Name/ Description	Part Number	NSN Number	Drawing Number	Manufacturer	Schematic Reference	Standard of Reference	Qty Nos	Mill/ Industrial/ Commercial

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

1.8 **Qualification/ Environmental Tests.** Applicable class from relevant JSS/JSG, as per RFP for Environmental testing to be mentioned along with test severities and procedures to be followed for the conduct of the test. Pre, in-situ & Post Performance test to check the performance of the equipment be included. Durability tests shall also be included.

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

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

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

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

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

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

1.15 **Acceptance criteria including Sampling Plan, if any**. Acceptance criteria be mentioned under this section.

1.16 There shall be an ATP/QTP for main system and each ATP/QAP for each Sub System. Details to be referred at **Annexure I attached to this Appendix**.

Annexure I to Appendix L

(Refers to Para 1.16 of Appendix L)

TEMPLATE FOR DETAILS OF SYS/ SUB-SYS WITH DEPLOYMENT SCENARIO AND ENVIRONMENTAL TEST STANDARDS

S. No.	Details of Store/ eqpt/ System/ Weapon etc.	Fully exposed and fitted on Mast (Y/N)	Fully Exposed and Immersible (Y/N)	Under Shelter/ Container (Y/N)	Under Controlled Environment (Y/N)	Mounted at Weapon Platform/ Vehicle		Ex-Import item	Indigenous Item (Y/N)		Wind Velocity Test (Km/hr) (in case of Antenna Mast)	
						Inside	Outside		Manufactured by the Seller	Bought out Items	Operability	Survivability
1	<u>Main System</u>											
2	<u>Sub-Systems</u>	(a) (b) (c) (d)										
3	<u>Accessories</u>	(a) (b) (c)										
4	Ruggedized Carrying Case / Box											

Applicable Specification (JSS/ JSG etc.)	Applicable Class of Specification (L2A, L2B, L3 etc.)	Applicable Global Spec MIL 810/ STANAG/ DEFSTAN etc. (for ex-Import items)	Specification for COTS Items CQAL Spec 651/ QM 333/ BS/ IS etc.	COTS Items non-Ruggedized	Acceptance		Software QA	Transportation Road/ Rail/ Air (Unpressurised Aircraft)	Para Drop	CoC with test reports attached (as per format) (Y/ N)
					QTP *	ATP #				
(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)

* **QTP** – Quality Test Procedure is applicable post RFP stage during Technical Evaluation which may contain destructive tests.

ATP – Acceptance Test Procedure is applicable post Contract stage for Pre Dispatch Inspection (PDI) & Quality Assurance (QA) which contains non-destructive tests.

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 19 of RFP	Declaration by Bidder: Government Regulation
3.	Para 20 of RFP	Declaration by Bidder: Obligations Relevant to Transfer of Conventional Arms
4.	Para 21 of RFP	Declaration by Bidder : Patent Rights
5.	Para 23 of RFP	Declaration by Bidder : Fall Clause
6.	Para 33 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'	Technical Literature
11.	Annexure II to Appendix 'E'	Training Aggregates
12.	Appendix 'H'	Evaluation Criteria and Price Bid Format
13.	Annexure I to Appendix 'J'	Pre-Contract Integrity Pact
14.	Annexure II to Appendix 'J'	EMD Bank Guarantee Format

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
