

(Cover Page)



सत्यमेव जयते
Ministry of Defence
Government of India

REQUEST FOR PROPOSAL
BY
MINISTRY OF DEFENCE
GOVERNMENT OF INDIA
FOR PROCUREMENT OF
QUANTITY THIRTY SEVEN (37) SMALL ARMS FIRING
SCORING SYSTEM UNDER FAST TRACK PROCEDURE -
EMERGENCY POWERS

CAT - 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 70 pages including cover page and Appendices.

Tele : 91-11-23018551
Fax : 91-11-23018551
E mail: rajrag.03310@gov.in

File No : A/31027/EP/SAFSS/GS/AAD-4

Directorate of Army Air Defence/AAD -4
Room No 609, 'D1' Wing, Sena Bhawan
New Delhi-110011

16 Mar 2023

To

**REQUEST FOR TECHNICAL AND COMMERCIAL PROPOSAL FOR PROCUREMENT
OF QUANTITY THIRTY SEVEN (37) SMALL ARMS FIRING SCORING SYSTEM
CATEGORY: BUY (INDIAN)**

Dear Sir/Madam,

1. The Ministry of Defence, Government of India, intends to procure **quantity Thirty Seven (37) Small Arms Firing Scoring System** under Buy (Indian) Category and seeks participation in the procurement process from prospective Bidders subject to requirements in succeeding paragraphs.

Synopsis

2. **Broad Description of Equipment/ System.** The 'New Method of Recruitment' scheme proposes to select talented and qualified youth from the society and train them as per requirements of the Army. With the induction of the Agniveer recruits, the training duration at the Regimental Centres has been reduced to 31 weeks and there is an inescapable need to optimize all the training time available. To effectively hone the small arms firing skills of the Agniveers in the restricted time available, there is an operational requirement of an equipment which can automate the process of recording the score during small arms firing and assist in timely analysis and drawing of lessons for each firer. Thus, there is a requirement of procurement of Small Arms Firing Scoring System for Regimental Centers.

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	Small Arms Firing Scoring System	Para 1 of this covering letter

(b)	Quantity Required	37 (Thirty Seven)	Para 1 of this covering letter and Annexure VI of Appendix G
(c)	Categorisation of Procurement	Buy (Indian)	Para 1 of this covering letter
(d)	Minimum IC Content required	As per para 9 of Chapter I of DAP 2020	Para 7 of RFP
(e)	Place(s) of Delivery	COD, Agra	Para 1 of Appendix G
(f)	Warranty Period	24 Months	Para 12
(g)	CMC	Three (03) years	Para 34
(h)	Last date for submission of Pre-bid queries	21 Mar 2023	Para 22
(j)	Date and time for Pre-bid meeting	24 Mar 2023 at 1030Hr	Para 23
(k)	Last date and time for Bid Submission	10 Apr 2023 at 1200Hr	Para 24

4. **Special Features of the RFP.** Vendor may be required to demonstrate all capabilities of the equipment. The bidder is required to keep the equipment fully ready as per timelines given by the Buyer for a demonstration cum evaluation as per methodology given at **Appendix F** to this RFP, in India, at 'No Cost No Commitment' basis at location/place as decided by the Empowered Committee. The demonstration will be evaluated by the members of Empowered Committee (EC)/members nominated by the EC. The commercial bid of the Bidder would be opened only if he is declared successful by the EC, in both, the Technical bid evaluation and the demonstration. The delivery to be completed within 12 months of signing of the contract.

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

Ser No	Description	Page No
(a)	Part I – General Requirements	6
(b)	Part II - Technical Requirements	11
(c)	Part III – Commercial Requirements	16
(d)	Part IV – Bid Evaluation and Acceptance Criteria	17

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

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

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

9. This RFP is non-transferable.

10. 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, Ministry of Defence website www.mod.nic.in.

11. The receipt of the RFP may please be acknowledged.

Yours faithfully,


(Jagroop Singh)
Major General

Chairman Empowered Committee

INDEX

	<u>Description</u>		<u>Reference</u>
	Disclaimer		5
	Part I of RFP – General Requirements		6
	Part II of RFP – Technical requirements		11
	Part III of RFP – Commercial Requirements		16
	Part IV of RFP – Bid Evaluation and Acceptance Criteria		17
Appendix A	Operational Characteristics and Features		18
Appendix B	Compliance Table		22
Appendix C	Warranty Clause		23
Appendix D	Certificate : Malicious Code		25
Appendix E	Product Support : Repair and Maintenance Philosophy		26
	Annexure I	CMC Clause	30
	Annexure II	Technical Literature	32
	Annexure III	Training Aggregates	33
Appendix F	Demonstration/ Evaluation Methodology		34
	Annexure	Detailed Demonstration/ Evaluation Methodology	37
Appendix G	Commercial Clauses		42
	Annexure I	SAFSS: Locations for Installation	46
	Annexure II	Guidelines for protecting ERV in contracts	48
	Annexure III	Bank Guarantee Format for Advance	50
	Annexure IV	Bank Guarantee Format for PWBG	52
	Annexure V	Format for extension of Delivery Period/Performance Notice	54
	Annexure VI	Delivery Schedule and Stages of Payment	56
Appendix H	Evaluation Criteria and Price Bid Format		58
Appendix J	Standard Conditions of RFP		60
Appendix K	Guidelines for Framing ATP		62
Appendix L	Criteria for Vendor Selection/Pre-Qualification		65
Appendix M	Check-Off list – Documents to be submitted		66
Appendix N	Glossary		67

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/ conditions, etc. It includes the procedure and the date & time for submission of bids.

Non-Disclosure

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

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

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

Business Eligibility

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

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

6. **Pre-Qualification Criteria {for Multi-Vendor Cases in Buy (Indian-IDDM) Cases.**

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

7. **Indigenous Content.** For the purposes of this RFP and the acquisition contract (if any) signed by the Ministry of Defence with a successful Bidder, indigenous content shall be as defined under **Para 9 of Chapter I** and **Para 1 of Appendix B to Chapter I of DAP-2020**. In addition, reporting requirements for prime (main) Bidders (and for sub-contractors/ suppliers/ technology partners reporting to higher stages/ tiers) shall be as prescribed under **Para 4 to 7 of Appendix B to Chapter I of DAP-2020**. The right to verification of Bidder/ sub-contractors/ suppliers/ technology partners shall vest in the Ministry of Defence as prescribed under **Para 10** and aspects of delivery, certification, payments, withholding of payments and imposition of penalties shall be as prescribed under **Para 11 to 15** thereof. Furthermore, Bidders in, 'Buy (Indian)' will be required to submit their indigenisation plan in respect of indigenous content as stipulated in **Para 4 to 7 of Appendix B to Chapter I** and **Para 39 of Chapter II of DAP-2020**. The DAP-2020 is available at MoD, GoI website (www.mod.nic.in) for reference and free download.

8. **Year of Production.** Deliverables (37 Small Arms Firing Scoring System) supplied under the contract should be of latest manufacture i.e manufactured after the date of Contract with unused components/ assemblies/ sub-assemblies, conforming to the current production standard and should have 100% of the defined life at the time of delivery. **Deviations, if any, should be clearly brought out by the Bidder in the Technical Proposal.**

9. **Delivery Schedule.** The delivery schedule of equipment and services along with the relevant payment stages is specified at **Annexure V to Appendix G**. The delivery of the equipment will be completed within 12 months from the date of signing of contract (To) as per the under mentioned schedule: -

Ser No	Delivery Schedule (in Months)	Deliverables (Qty)	Remarks
(a)	To + 12	37x Small Arms Firing Scoring System	'To' is the date of signing of contract.
<u>Technical Literature & Training Aggregates.</u> The technical literature and training aggregates to be delivered on pro rata basis alongwith the equipment.			

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

11. **Preservation.** The deliverables supplied are to be preserved post-delivery/ JRI/ installation. In case, JRI necessitates unpacking to the extent that the preserved life of the deliverables is affected, Bidder is to undertake re-packing to restore the preserved life to the specified period at his own cost. In cases of any delay in STW/ installation/ integration trials/ commissioning, attributable to the Buyer, and if preservation period expires during the storage prior installation/ post installation and prior trials, the deliverables are to be re-preserved by the Bidder against payment of de-preservation/ re-preservation charges as per price quoted in the Price Bid. To facilitate this, the cost of in-storage/ in-situ de-preservation/ re-preservation, as applicable, is to be indicated in the Price Bid. This cost quoted by the Bidders at **Para 2(g)** of Price Bid format at **Appendix H** would be counted towards determination of L1 and will be paid as per the price quoted if the service is utilized for extending the preserved life. In the cases where installation and trials is part of the Contract, the warranty will commence from the date of **onsite installation**. In cases where the delay for installation, trials and commissioning is not attributable to the Bidder, payment terms for the stage related to installation and commissioning will be in accordance with **Appendix G**.

12. **Warranty.** The deliverables supplied shall carry a warranty for 24 months. Commencement of warranty will be from the date of **on site installation**. Warranty Clause is given at **Appendix C** to this RFP. The cost towards all scheduled servicing during the warranty period will be borne by the Bidder to include spares, labour, oil and lubricants etc. Warranty Clause is given at **Appendix C** to this RFP.

13. **In Service Life.** The In Service Life of the system should be minimum seven (07) years. In case of service 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 life. The efficacy of reliability model/ prediction/ validation would be verified during technical evaluation by Empowered Committee.

14(a). **Product Support.** The Bidder would be bound by a condition in the contract that he is in a position to provide product support in terms of maintenance, materials and spares for a minimum period of seven (07) 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. Bidder to provide shelf life extension methodology alongwith the Technical Bid. Bidder to also be associated with defect investigation as long as equipment is in service. Bidder to provide shelf life extension methodology alongwith the Technical Bid. Bidder to also be associated with defect investigation as long as equipment is in service.

14(b). **Codification.** The Bidder agrees to provide existing NATO Stock Numbers (NSNs) of OEM for each item supplied under the contract (as applicable) as per part list. 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 Seller should provide the codification before the completion of warranty period.**

15. **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 Capability Development Directorate (CD-11), IHQ of MoD (Army), Gol as per the agreed mechanism.

16. **Training of Crew and Maintenance Personnel.** A training package for training of operators, operator trainers and maintenance personnel to undertake operation and maintenance of equipment, along with tools and test jigs and training of QA personnel for Quality Assurance of equipment would be required to be carried out in English language and Hindi language. This training shall be designed to give the operators and maintainers necessary knowledge and skills to operate & maintain equipment (level 1 to 4 or 'O'), as applicable. The syllabus will be defined by the Bidder in consultation with the Buyer at the time of Contract. All training requirements such as training aids, projection system, complete equipment with accessories/ optionals, technical literature, spares, test equipment/ test set up, charts, training handouts, power point presentations, Documentation etc will be catered by the Bidder.

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

Ser No	Training For	Number of Personnel	Duration (working days)	Batches	Location	Remarks
(a)	Users	58	03	02	Bidder Premises	
(b)	DGQA	04	03	01	Bidder Premises	To be conducted before PDI

Note. Training of DGQA personnel to be provided before commencement of PDI. The training should enable QA personnel to correlate the ATP and for carrying out effective defect investigations.

18. **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.

19. 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.

20. **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.

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

Bid Timelines

22. Any queries/ clarifications to this RFP may be sent to this office by **21 Mar 23**. A copy of the same may also be sent to:-

Directorate General of Army Air Defence/ AAD-4
Room No 609, D1 Wing,
Sena Bhawan
New Delhi-110011
Tele & Fax No: 011-23018551

23. **Pre-Bid Meeting.** A pre-bid meeting will be organised by SHQ at **1030Hr** on **24 Mar 23** at the address given at **Para 22** above to answer any queries or clarify doubts regarding submission of proposals. The Bidder or his authorised representative is requested to attend. Necessary details may be sent at least five days in advance to the address given at **Para 22** above, to facilitate obtaining of security clearance.

24. **Submission of Bids.** The Technical and Commercial Proposals should be sealed separately in two separate envelopes clearly indicating Commercial/ Technical/ and **other Indemnity Bond** 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 address given at **Para 22** above by **1200Hr** on **10 Apr 23**.

25. Offer opening by a Offer Opening Committee will be held at **1030Hr** on **11 Apr 23** at the same venue as indicated at **Para 22** above. The Bidder or his authorised representative is welcome to be present at the opening of the proposals. Necessary details may be sent at least one week in advance to facilitate obtaining of security clearance.

PART II – TECHNICAL REQUIREMENTS

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

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

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

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

30. **Technical Details.**

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

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

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

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

33. **Demonstration/ Evaluation**. The Bidder is requested to confirm his willingness to provide the equipment for Demonstration/ Evaluation in India on "No Cost No Commitment" basis. **The location of the demonstration will be decided by Empowered Committee.** Demonstration/ Evaluation be completed as per **Appendix B of Chapter V of DAP 2020**. The Buyer will depute its representatives for the Demonstration/ Evaluation. If any part of the Demonstration/ Evaluation are conducted in the Buyer's facilities, the Bidder shall depute his personnel and equipment at his own expenses and bear the cost of all expenses of Demonstration/ Evaluation other than the cost of ranges, platform or facilities which the Buyer may choose to provide free of cost. Demonstration/ Evaluation Methodology is given at **Appendix F** to this RFP.

34. **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 details of **CMC (03 years)** proposals, 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. **CMC may be renewed after three years based on the service maintenance philosophy existing that time.**

35. **Online Inventory Management System (OIMS)**. The Army is in the process of implementing its own OIMS from workshop upto COD level. The vendor will be required to provide data of main equipment, its accessories and spares in the format required for its uploading on OIMS of the Army for inventory management by Ordnance Depots and by EME workshops. Following inputs is to be obtained from the firm in excel format in soft copy with respect to 100% data of all spares/ accessories/ major and minor accessories: -

Cos Sec	Part No	Manufacturer Part No	Nomenclature	Source of supply	Country of origin of the material	Net wt (in Kg)	Basic material

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

- (a) The Bidder/ OEM will notify the Buyer not less than two years before the closure of its production line about the intention to close production of equipment for provision of purchasing spare parts, before closure of the said production line.
- (b) Three years prior to completion of design/ service life of equipment, the Bidder/ OEM will submit techno-commercial proposal for upgradation of equipment, wherever applicable, to mitigate technology obsolescence and for ensuring product support for next 10 years (or any other period as applicable).

Evaluation of Technical Offers

37. The Technical Offer submitted by the Bidder will be evaluated by Empowered Committee (EC) to confirm that the equipment being offered meets the Operational Characteristics as elaborated at **Appendix A**. In addition to the documents submitted, a demonstration of the equipment will form part of the Technical Evaluation by the EC. The bidders would be asked to transport the equipment alongwith the accessories for demonstration at a location to be decided by the Empowered Committee, in India, to be witnessed by the members of the EC/ Members nominated by the EC for evaluation as per the methodology given at **Appendix F** to this RFP, on 'No Cost No Commitment' basis.

38. Commercial offers will be opened only of Bidders whose equipment is short-listed, after technical evaluation and has been demonstrated/ evaluated. Commercial offers will be opened only after successful evaluation of Technical Offer and demonstration/ evaluation by Empowered Committee (EC).

Quality Assurance Instructions & Technical Evaluation Plan

39. Bidder is to submit a Draft Acceptance Test Procedure (ATP) alongwith 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 and user with Bidder at the CNC Stage. 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 in the contract. Firing during Demonstration/ Evaluation will be considered as Proof Firing. Draft ATP Guidelines is att as **Appendix K**.

Marking and Packaging

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

“SMALL ARMS FIRING SCORING SYSTEM”

- (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.
- (d) Each package will be marked with indelible ink in English Language. Following to be clearly marked on the equipments: -
 - (i) Part Number.
 - (ii) Nomenclature.

- (iii) Contract Annex Number.
- (iv) Annex Serial Number.
- (v) Quantity Contracted.

(e) 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.

41. 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.

42. **Packaging of Deliverables.** The SELLER shall provide packaging and preservation of the equipment 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/ forklift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed. The packing of the equipment and spares/ goods shall conform to the requirements of specifications. Each spare, tool and accessory shall be packed in separate cartons. A label in English and also Hindi for Indian supplier 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 be affixed to complete quantity contracted of the item. The cartons shall then be packed in packing cases as required. 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.

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

- (a) The name and address of the consigner and consignee including
 - (i) The delivery destination/ address if not of the consignee.
 - (ii) Transit destination/ address (for aggregation/ disaggregation, onward shipment etc).
- (b) The description and quantity of the deliverables.
- (c) The full part number in accordance with codification details.
- (d) The makers part, catalogue, serial, batch number, as appropriate.
- (e) The contract number.

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

(g) The Packaging Label (military J, N or P, special H, commercial A, C etc) (specify reference to DEFSTAN 81-041 (Part 1)/STANAG-4280 or equivalent Military Standard).

44. **Monitoring of Project Based on Progress of Delivery (as applicable).** In case the project does not proceed as per the indicated timelines for various contractual milestone(s), the Buyer will have the right to invoke Termination of the project.

45. The Bidder is to indicate the proposed timelines in the Technical Bid. On conclusion of the Contract, these delivery timelines will be monitored by the Buyer.

46. The EC is to be organized at quarterly interval post signing of the contract. The Bidder shall attend the progress monitoring meetings through its suitably qualified representatives and shall submit progress reports to the Buyer.

PART III - COMMERCIAL REQUIREMENTS

47. 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

48. 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.

49. Commercial offers will be opened after successful evaluation of Demonstration by Empowered Committee. The Commercial Offer must be firm and fixed and should be valid for at least 12 months from the last date of bid submission.

Commercial Bid Opening

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

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

52. The EC will determine the lowest bidder (L1).

Additional Aspects

53. **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 alongwith 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

54. 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.

55. 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.

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

57. **Evaluation and Acceptance Process.**

(a) **Evaluation of Technical Proposals.** The technical proposals forwarded by the Bidders will be evaluated by the Empowered Committee through a Technical Evaluation Committee (TEC). The TEC will examine the extent of variations/ differences, if any, in the technical characteristics of the equipment offered by various Bidders with reference to the operational characteristics and prepare a "Compliance Statement" for shortlisting the Bidders. The shortlisted Bidders shall be asked to send the desired units of the equipment/ weapon system for Demonstration and Evaluation in varying climatic, altitude and terrain conditions. Demonstration would be conducted for Operational Characteristics as given at **Appendix A**. Evaluation will be carried out, which will give out the compliance of the demonstrated performance of the equipment vis-à-vis the requirements. The compliance would be determined only on the basis of the parameters specified in the RFP. The EC will analyse the demonstration report and shortlist the equipment recommended for procurement.

(b) **Evaluation of Commercial Bid.** The Commercial bids of only those bidders will be opened, whose demonstration evaluation have been cleared by Empowered Committee and the equipment has been shortlisted. 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 invited for negotiations by CNC (if required).

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

58. **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 equipment is delayed for causes not attributable to Force Majeure for more than six months after the scheduled date of delivery.

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

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

Appendix A

(Refers to Para 26, 27, 28, 30 (a), 31, 37 of RFP & Para 8 to Appendix C of RFP)

OPERATIONAL CHARACTERISTICS AND FEATURES:
SMALL ARMS FIRING SCORING SYSTEM

1. **General.** At Regimental Centres, recruits are required to have the highest standards of physical fitness and training to carry out envisaged operational tasks in the entire spectrum of conflict. In the existing training methodology of weapons training at the firing range, a large strength is required in addition to the firing detail for various safety, inspections and validation tasks. The systems of validation being physical in nature wastes a considerable amount of time moving between the firing end and the target end in addition entails employment of a large number of manpower for the task. Moreover, the results generated do not highlight the mistakes committed by the firer as he is not in first hand receipt of the info necessitating employment of an instructor for the interpretation. The Small Arms Firing Scoring System (SAFSS) is envisaged to reduce the time and manpower requirement for the conduct of firing, in addition to providing immediate feedback of the hit.
2. **Aim.** To define Operational Requirements of Small Arms Firing Scoring System (SAFSS).

Operational Requirements

3. **System Visualisation.** The SAFSS is visualized as a system based on projectile hit detection and reporting, allowing use of any standard military range target. It is expected to comprise the following major sub-systems:-

- (a) Firing Point Equipment.
- (b) Target Sub System.
- (c) Master Control Station.
- (d) User Friendly Software.

4. **Operational Parameters.**

- (a) Should be capable of handling eight trainees at one time.
- (b) The system should be able to function for inter se distance between firer and target of upto 300 m.
- (c) Should be capable of detecting hits, scoring and recording the following modes of firing:-
 - (i) Single shot slow fire.

- (ii) Single shot rapid fire.
 - (iii) Fully automatic fire.
- (d) The system should be water-resistant, rust proof, dust proof and able to operate in high humidity as well as temperature range from minus 5° C to 50° C.
- (e) The system should be capable for operation during low light conditions/ night firing.
- (f) The system should be available in cable and wireless configuration for data communication requirements.
- (g) **Firing Point Equipment (FPE)**. The FPE should comprise of eight displays (one for each lane) and should be capable of the following:-
- (i) The display should be of minimum 10 inches dimension (measured diagonally).
 - (ii) Display the target and target details.
 - (iii) Display the connection status and details of the exercise under progress.
 - (iv) Should be able to give the shot location on the target.
 - (v) Display the maximum possible score, actual score, aggregate score.
 - (vi) Indicate group size and mean point of impact.
 - (vii) Should have option for zoom in and zoom out and panning of the target on the screen.
 - (viii) The firing point displays should be interchangeable between firing lanes in cabled as well as wireless configurations.
 - (ix) **Technical Specifications**. The minimum acceptable technical specifications of the FPE are as follows:-
 - (aa) 64 GB SSD or more.
 - (ab) 4 GB RAM or more.
 - (ac) Touchscreen display, 1024x 768 or higher resolution.
 - (ad) WiFi and USB interface available.
 - (ae) Should have a battery backup of minimum eight (08) hours.

(h) **Target Sub System.**

- (i) A target sheet mounted on a static frame, separate for each firing lane.
- (ii) The target frame should enable mounting of all standard military target sheets.
- (iii) The frame should be sturdy and firmly anchored to ensure that it does not shake due to wind or hits of bullets on the target.
- (iv) Should have adjustable illumination facility for each target for firing during night/ low light conditions.

(j) **Master Control Station (MCS).**

- (i) Should allow continuous monitoring of the range and firing lane status.
- (ii) Should be capable of monitoring individual activities of any single firing lane.
- (iii) During firing should allow the operator to select and view firing results as seen on the FPE screen display of any lane.
- (iv) Should allow the operator to edit existing firing exercises.
- (v) Should be capable of storing all firing and training data collected. Printing of any data should also be possible for which an Ink-Tank Printer should also be provided.
- (vi) It should be possible to enter all trainee details and upload to the FPE.
- (viii) The MCS should come pre-loaded with suitable software.
- (ix) The MCS Display Unit should be a min of 17 inches dimension (measured diagonally).
- (x) **Technical Specifications.** The minimum acceptable technical specifications of the FPE are as follows:-

- (aa) Intel i7 10th Generation or higher processor.
- (ab) 512 GB SSD or more.
- (ac) 8 GB RAM or more.
- (ad) Windows 10 OS Version 22H1 or later.
- (ae) WiFi and USB interface available.

Maintenance and Ergonomic Parameters

5. **Transportation**. The system should be capable of transportation by rail and road.
6. **Open Architecture**. The system design and components should be modular and upgradable. Any software used should be transferred/ shared with user for reinstallation and upgrades. The software should be capable of being reloaded/ upgraded in field conditions.
7. **Safety Arrangements**. The vendor shall provide fool proof features for the safety of personnel as well as equipment from mechanical and electrical fire hazards during operational maintenance. Adequate safety stickers must be provided and adequate protection for over loading/ short circuit to be provided in the system.
8. **System Life**. The system life should be minimum 07 years.

Appendix B

(Refers to Para 26, 27, 30(b) & 31 of RFP)

COMPLIANCE TABLE

For _____ (Equipment name)

Ser No	Requirement as per the RFP	Compliance/ Partial Compliance	Indicate references of Paras/Sub Paras of the Main Technical Document
General Conditions of RFP (Para 01 to 58)			
Technical Parameters as per Appendix A			
	Operational Characteristics and Features		
Commercial Parameters as per RFP			
	Performance-cum-Warranty Bank Guarantee as per Para 2 of Appendix G of RFP		
	Advance Payment Bank Guarantee as per Para 1.4.1 of Appendix G of RFP		

Appendix C
(Refers to Para 12 of RFP)

WARRANTY CLAUSE

1. The **SELLER** warrants that the goods/ services supplied under this contract conform to technical specifications prescribed and shall perform according to the said Technical Specifications.
2. The **SELLER** warrants for a period of **24** months from the date of acceptance deliverables post Joint Receipt Inspection or from date of installation and commissioning (as per Para 12 and as applicable on case to case basis), 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 total 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 60 days of the warranty period.**
5. (a) If a particular equipment/ goods fails frequently or the cumulative down time exceeds **5%** of the warranty period then the entire equipment shall be replaced free of cost by the **SELLER** within a stipulated period of **45** days of receipt of the notification from the **BUYER**.

(b) **If a common defect is noticed in more than 10% of System 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 45 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 and Humidity conditions as mentioned at **Appendix A** to RFP.

Appendix D
(Refers to Para 32 of RFP)

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

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

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

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

(Signed)

Designation/Name/Address of firm

Date:

Place:

Appendix E
(Refers to Para 34 of RFP)

PRODUCT SUPPORT: REPAIR AND MAINTENANCE PHILOSOPHY

1. **Maintenance Philosophy.** Maintenance of the equipment will be carried out by CMC for three (03) years beyond the two (02) years warranty period.

2. To sustain and support equipment through its operational life-cycle, Product Support (CMC) requirements for three (03) years beyond the two (02) years warranty period will be procured along with the main equipment (**Annexure I** to this **Appendix**).

3. **Technical Documentation.** The details of technical literature to be supplied with the system should be listed as per the suggested format at **Annexure II** to this **Appendix**. This should be provided with both Technical and Commercial Proposals. The cost column may be left blank in the Technical Proposal. An illustrated list of documents which may be submitted by the Seller is as under:-

- (a) User Handbook/ Operators Manual in English and Hindi.
- (b) Tech description, specifications, functioning of various systems.
- (c) Part list with drawing reference and List of SMTs/STEs Test Bench.
- (d) Rotable list, norms of consumption, mandatory/ non-mandatory spares list for each system.
- (e) Table of Tools & Equipment (TOTE) & carried spares.
- (f) Complete Equipment Schedule.
- (g) Repair and Servicing schedule.
- (h) Design Specifications.
- (j) Technical Manual on STE with drawing references.
- (k) Condemnation limits.
- (l) Packing specifications /instructions.
- (m) Any additional information suggested by the OEM.

4. **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

5. **Training.** A training package for operators to undertake operation 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, documentation 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 and Maintenance & Repair training, for the duration, strength and locations specified in the RFP and Contract. The following may also be noted:

- (a) The requirement of training and associated equipment must be clearly specified in Part I and details should be placed as per **Annexure III** to this Appendix.
- (b) The costs for aggregates and training must only be indicated in the commercial proposal.
- (c) **Sufficiency clause.** **On termination of training, technicians should be capable of carrying out stipulated operation to the full system.**

6. Bidder to provide following with the commercial offer :-

(a) **Itemised Spare Parts Price Lists (ISPPL).** ISPPL for all Spares or Line Replaceable Units (LRUs) of the equipment along with their Base price, annual escalation, delivery period and the MTBF (where applicable) be provided, at the time of submission of commercial offer. The ISPPL shall also include details of the source, especially for items which are COTS, bought-out, proprietary, etc. ISPPL shall also indicate interoperability of spares across projects, in case spares/equipment is already inducted in the Indian Armed Forces. The Bidder would submit a comprehensive Itemised Spare Parts Price Lists (ISPPL) comprising the following: -

- (i) Complete Part Identification List (PIL) for all Spares or Line Replaceable Units (LRUs), along with corresponding unique part numbers. The list is not to be limited to spares or On-board Spares (spares along with the system) and should comprise entire list of spares of the equipment.
- (ii) Base Price list of each of the spares along with annual escalation at time of submission of the offer.
- (iii) Delivery Period of each spare after receipt of Order.
- (iv) Mean Time Between Failure (MTBF), where applicable.
- (v) Terms and conditions for supply of spares.

Table 2 -Illustrative Format for Submitting Details of Spares

		Description	Qty/ MoQ (where applicable)	Unit Price List (along with annual escalation)	Delivery Period	

Note:- The following details be included in the spare parts submission offer:-

- (vi) Sourcing of spares wrt COTS and Proprietary.
- (vii) Interoperability of spares across projects, in case the part/system/sub-system, etc. is already inducted in some other equipment currently in service with the Indian Armed Forces, or has been contracted for supply to the Indian Armed Forces.

Active Technology Obsolescence Management (where applicable)

7. 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 (as applicable) 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 (as applicable) will submit techno-commercial proposal for upgradation of equipment, wherever applicable, to mitigate technology obsolescence and for ensuring product support for next 10 years.

8. **Software.** The following aspects are brought out on software QA: -

- (a) Software used (except the software used in COTS equipment) should undergo software quality assurance as per relevant and latest international military standards, as applicable.
- (b) The software life cycle concept will be followed/ observed. The software should be restorable in Field. Any upgrades or patches required in the software will be provided free of cost throughout the life cycle of the equipment. Adequate memory should be available to accept any upgradation.

9. **Standardization.** Maximum standardization is ensured wherever feasible. Also wherever feasible, in-service battery and battery charger may please be incorporated in the interest of standardization.

Annexure I to Appendix E
(Refers to Para 2 of Appendix E)

COMPREHENSIVE MAINTENANCE CONTRACT (CMC) CLAUSE

1. The following CMC clause will form part of the contract placed on successful Bidder:-

(a) The seller would provide CMC for a period of **03 (Three) years post Warranty period**. The CMC services should cover the repair and maintenance of all the equipment and systems purchased under the present contract. The CMC services would be provided in two distinct ways:-

(i) **Preventive Maintenance Service**. The Seller will provide a minimum of **two (02) Preventive Maintenance Service** visit during a year to the operating base to carry out functional checkups and minor adjustments/ tuning as may be required.

(ii) **Breakdown Maintenance Service**. In case of any breakdown of the equipment/ system, on receiving a call from the Buyer, the Seller is to provide maintenance service to make the equipment/ system serviceable.

(b) **Response time**. The response time of the Seller should not exceed three (03) days from the time the breakdown intimation is provided by the Buyer.

(c) **Serviceability of 85% per year is to be ensured. This amounts to total maximum downtime of 60 (Sixty) days per year. Also unavailability should not exceed 60 days at one time.** Required spares to attain this serviceability may be stored at site by the Seller at his own cost. Total down time would be calculated at the end of the year. If the downtime exceeds 60 days the CMC will be extended for the duration of the **total downtime**.

(d) **Spares**. Supply of all parts (spares sourced from the OEM/ OEM authorized 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 the 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 and 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) **Maximum repair, turnaround time for equipment/ system would be 45 (Forty-Five) days.** However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/ system.

(g) **Technical Documentation.** All necessary changes in the documentation (Technical and Operator Manual) for changes carried out on hardware and software of the equipment will be provided.

(h) During the CMC period, the Seller shall carry out all necessary servicing/ repairs to the equipment/ system under CMC at the current location of the equipment/ system. Prior permission of the Buyer would be required in case certain components/ sub systems are to be shifted out of location. On such occasion, before taking over the goods or components, the Seller will give suitable bank guarantee to the Buyer to cover the estimated current value of item being taken.

(j) **The buyer reserves its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of 03 (Three) months.**

(k) The Seller will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the seller for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

2. Final terms and conditions of CMC will be negotiated during CNC.

Annexure II to Appendix E
(Refers to Para 3 of Appendix E)

TECHNICAL LITERATURE

EQUIPMENT:

Original Equipment Manufacturer (OEM): _____

Ser No	Technical Literature	Unit Cost	Nos Required			Total	Total Cost	Remarks
			User	DGQA	DGOS			
1.	User Handbook/ operators Manual		29	01	01	31		
2.	Design Specifications		29	01	01	31		
3.	<u>Technical Manuals.</u>							
	(a) Tech description, specifications, functioning of various Systems.		29	01	01	31		
	(b) Part list with drawing reference		29	01	01	31		
	(c) List of SMTs/STEs with Test Bench		29	01	01	31		
4.	Illustrated Spare Part list		-	01		01		
5.	Technical Manual on STE with drawing Reference		-	01		01		

Total Cost :

- Note:** (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 the remarks column.

Annexure III to Appendix E
(Refers to Para 5(a) of Appendix E)

TRAINING AGGREGATES

EQUIPMENT:

OEM: _____

Ser No	Description of Training Aggregate	Unit Cost	Nos Required			Total cost	Remarks
			User	DGQA	Total		
1.	Training Aids to include (a) Charts (b) Slides (c) Training Brochures (d) Training Work models (e) Blowup diagram (f) Video films		29 Sets	01 Set	30 Sets		
2.	Cost of training as per Para 16 of RFP		-	-	-		
3.	Any other						

Appendix F
(Refers to Para 4 of Covering
letter, Para 33 & 37 of RFP)

DEMONSTRATION METHODOLOGY: SMALL ARMS FIRING SCORING SYSTEM
(SAFSS)

1. **General.** A visit to vendor premises and/ or a demonstration of SAFSS to the Empowered Committee or its nominated representatives under the Aegis of IHQ of MoD will be conducted on '**No Cost No Commitment (NCNC)**' basis as per provisions mentioned in DAP-2020.
2. **Number of Trial Equipment and Other Associated Items.** One set SAFSS will be arranged by vendor at the designated demonstration location. Vendor will be responsible for ensuring availability of requisite spares/ tools/ associated equipment/ material required for the demonstration.
3. **Crew.** Crew representative for the operation of equipment for demonstration will be provided by the Vendor. Prior to the commencement of the demonstration, vendor representatives will undertake briefing of the team evaluating demonstration. The vendor representatives should have adequate knowledge about the equipment/ spares/ tools to give the complete details of the equipment.
4. **Timeframe for Demonstration.** The vendor will ensure availability of one set of demonstration equipment (as per Para 2 above) at designated location as per timeline given by Buyer. The demonstration will be witnessed by empowered committee/ representatives as nominated by empowered committee. Firm schedule and scope of the demonstration will be finalized in consultation with Vendor on receipt of the proposal.
5. **Retention of Trial Equipment.** The equipment of all the vendors found compliant after demonstration, will be retained by the Demo Team under their custody till the Commencement of CNC. Equipment of vendors found non-compliant in the demonstration would be returned thereafter. On finalisation of contract, other participating vendors may utilise/ dispose off their equipment as deemed fit. **The vendor with whom contract is concluded will ensure availability of the equipment till the first lot of delivery, for purpose of comparison.**
6. **Transportation of Equipment.** Being NCNC demonstration, all charges for transportation freight, insurance, custom, octroi and other local taxes shall be borne by the vendor.
7. **Demonstration to Empowered Committee.** The demonstration will be conducted in accordance with the provisions laid out in DAP 2020 and the equipment will be tested against parameters mentioned at **Annexure** to this **Appendix**. Demonstration of the equipment will be conducted entirely under the arrangements of the vendor. The Empowered Committee or its nominated representatives will be familiarised with the operation and technical parameters of the equipment as per **Annexure to Appendix F** of the RFP.

8. **Change of Equipment.** Change of equipment (if required) may be permitted provided the duration required for change is feasible within the EC given timeframe. Towards this, participating vendors are advised to ensure redundancy of equipment and associated accessories.
9. **Location of Demonstration.** Demonstration will be undertaken at a location as decided by Empowered Committee. Feasibility of Demonstration at any decided location will be decided by EC as per weather restrictions.
10. **Certification.** Certification from Vendor/ OEM/ Accredited NABL/ Govt laboratory on aspects specified at **Annexure to Appendix F.**
11. **Testing Charges.** All testing charges in various laboratories (as applicable) will be borne by respective vendors.
12. **Outline Methodology of Conduct.** Outline methodology of conduct is attached as **Annexure to Appendix F.**
13. **Pre - Demonstration Meeting.** A pre demonstration meeting to discuss broad schedule and modalities of demonstration will be organized at a place which will be intimated to the vendors.
14. **Representations / Requests.** All queries, representations and requests related to the demonstration will be addressed in writing to the Empowered Committee. Attention of respective vendors is drawn towards MoD Guidelines for Handling of Complaints promulgated vide MoD ID No 1(6)/D(Acq)/13-Vol.II dated 21 Sep 2015.
15. **Environment Conditions.** Equipment should be capable of satisfying the environmental requirements as applicable for operations at altitudes and conditions as given on the Demo Methodology. Requisite test reports from Govt/ NABL accredited lab may be sought by EC for following environmental conditions:-
- (a) Humidity.
 - (b) Storage and transportation temperature as applicable.
 - (c) Wind conditions.
 - (d) Rain conditions.
 - (e) Vibration.
 - (f) Shock.
 - (g) Sealing.
 - (h) Low Temperature.
16. **Demonstration of Maintenance Aspects.** In order to maintain the equipment in field Army, maintenance related aspects shall be demonstrated with associated equipment/ accessories. Following aspects may be included in the demonstration:-

- (a) Technical literature which may include User Handbook, Technical manuals, ISPL, MRLS, Technical manuals on STEs, details of training aggregates & CBTs for training of technicians for maintenance (as applicable).
- (b) Details of SMTs and STEs required to operate the equipment in field conditions (as applicable).
- (c) Trace diagram to include assemblies/ sub-assemblies (as applicable).

17. **Conclusion.** This document may be considered only as a guideline for demo team/ Empowered Committee for conduct of Demo. The OIC Demo/ Empowered Committee may modify/change/add any aspects for validating the equipment to ensure all aspects of operational requirements have been verified. In view of the limited quantity of equipment being fielded for the demo, specifics of parameters being verified will be given out in Demonstration Directive issued by Empowered Committee before demonstration.

Annexure to Appendix 'F'
(Refs to Para 7, 10, 12 of Appendix F
of the RFP)

SMALL ARMS FIRING SCORING SYSTEM (SAFSS)

<u>S/ No</u>	<u>Parameter</u>	<u>Requirement</u>	<u>Methodology</u>
(a)	Operational Parameters	(a) Should be capable of handling eight trainees at one time.	Demonstration to be carried out
		(b) The system should be able to function for inter se distance between firer and target of upto 300 m.	Demonstration to be carried out
		(c) Should be capable of detecting, scoring and recording the following modes of firing:- (i) Single shot slow fire. (ii) Single shot rapid fire. (iii) Fully automatic fire.	Demonstration to be carried out
		(d) The system should be water-resistant, rust proof, dust proof and able to operate in high humidity.	On Vendor Certification
		(e) Should be able to operable at temperature range from minus 5° C to 50° C	On Vendor Certification Supported by NABL/Govt/Internationally accepted lab results
		(f) The system should have the capability to run the same or different firing exercises with trainees simultaneously.	Demonstration to be carried out

<u>S/ No</u>	<u>Parameter</u>	<u>Requirement</u>	<u>Methodology</u>
		(g) The system should be capable for operation during low light conditions/ night firing.	Demonstration to be carried out
		(h) The system should be available in cable and wireless configuration for data communication requirements.	Demonstration to be carried out
		<p>(j) <u>Firing point Equipment (FPE)</u>. The FPE should comprise of eight displays (one for each lane) and should be capable of the following:-</p> <p>(i) The display should be of minimum 10 inches dimension (measured diagonally).</p> <p>(ii) Display the target and target details.</p> <p>(iii) Display the connection status and details of the exercise under progress.</p> <p>(iv) Should be able to give the shot location on the target .</p> <p>(v) Display the maximum possible score, actual score, aggregate score.</p> <p>(vi) Indicate group size and mean point of impact.</p>	Demonstration to be carried out

<u>S/ No</u>	<u>Parameter</u>	<u>Requirement</u>	<u>Methodology</u>
		<p>(vii) Indicate the lane operation status.</p> <p>(viii) Should have option for zoom in and zoom out and panning of the target on the screen.</p> <p>(ix) Should provide option to replay the exercise.</p> <p>(x) The firing point displays should be interchangeable between firing lanes in cabled as well as wireless configurations</p>	
(b)	Target Sub System	(i) A target sheet mounted on a static frame, separate for each firing lane.	Demonstration to be carried out
		(ii) The target frame should enable mounting of all standard military target sheets.	Demonstration to be carried out
		(iii) The frame should be sturdy and firmly anchored to ensure that it does not shake due to wind or hits of bullets on the target.	Demonstration to be carried out
		(iv) Should have adjustable illumination facility for each target for firing during night/ low light conditions.	Demonstration to be carried out
(c)	Master Control Station (MCS)	(i) Should allow continuous monitoring of the range and firing lane status.	Demonstration to be carried out
		(ii) Should be capable of monitoring individual activities of any single firing lane.	Demonstration to be carried out
		(iii) During firing should allow the operator to select and view firing results as seen on the FPE screen display of any lane.	Demonstration to be carried out

<u>S/ No</u>	<u>Parameter</u>	<u>Requirement</u>	<u>Methodology</u>
		(iv) Should allow the operator to edit existing firing exercises.	Demonstration to be carried out
		(v) Should be capable of storing all firing and training data collected. Printing of any data should also be possible for which an Ink-Tank Printer should also be provided.	Demonstration to be carried out
		(vi) It should be possible to enter all trainee details and upload to the FPE.	Demonstration to be carried out
		(vii) The MCS should come pre-loaded with suitable software.	Demonstration to be carried out
		(viii) The MCS Display Unit should be a min of 17 inches dimension (measured diagonally).	Demonstration to be carried out
<u>Maintenance and Ergonomic Parameters</u>			
(d)	Transportation	The system should be capable of transportation by rail and road	Physical Verification by Demonstration Team
(e)	Open Architecture	The system design and components should be modular and upgradable. Any software used should be transferred/shared with user for reinstallation and upgrades. The software should be capable of being reloaded/upgraded in field conditions.	Demonstration to be carried out
(f)	Safety Arrangements	The vendor shall provide fool proof features for the safety of personnel as well as equipment from mechanical & electrical fire hazards during operational maintenance.	Demonstration to be carried out

		Adequate safety stickers must be provided and adequate protection for over loading/ short circuit to be provided in the system	Demonstration to be carried out
(g)	System Life	The system life should be minimum 07 years	On Vendor Certification

Appendix G

(Refers to Para 11 and 48 of RFP)

COMMERCIAL CLAUSES**1. Payment Terms.**

1.1 **INCOTERMS for Delivery.** The delivery of goods will be based on DDP INCOTERMS-2020 with ultimate consignee being COD, Agra. The locations for installation of the system are as per **Annexure I** to this **Appendix**.

1.2. **Currency of Payment.** Indian bidder 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.

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

1.3.4 For orders with **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 Payment Bank Guarantee(s), as applicable, is specified at Annexure VI to this Appendix.

1.4.1 Advance Payment. Fifteen (15%) of the base contract price of all deliverables shall be paid within thirty (30) days of submission of claim and a Bank Guarantee for the equivalent amount and Performance-Cum-Warranty Bank Guarantee. Guarantee as given in **Annexure III & IV to this Appendix**. The date of delivery would be reckoned from the date of signing of the contract (T₀).

1.4.2 On Dispatch. 60% of the base contract price of all deliverables (less training), 100% of freight and transit insurance and reimbursement of 100% taxes & duties shall be paid on proof of dispatch of deliverables to the consignee and on production of an inspection note issued by the buyer designated inspection agency. Number and date of the Railway/ Road/ Air Transport receipt under which the deliverables charged for in the bill are dispatched by rail/ road/ air and the number and date of letter with which such receipt is forwarded to the consignee, should be quoted on the bill. The Seller will give a notification to Buyer about the readiness of goods for dispatch at least 45 days prior to delivery of goods. The payment will be made by PCDA, New Delhi/ Bangalore, upon 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 22.1 of SCD, the SELLER will be liable to return payments received against dispatch.

1.4.4 On Final Acceptance and Installation. 25% of the Base Contract Price of deliverables (less training) shall be paid on completion of JRI post delivery and issue of JRI Certificate, Acceptance Certificate 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. The minimum quantity which can be delivered will be decided at the CNC stage by the Empowered Committee or the members nominated by the Empowered Committee. Transshipment may not be permitted for certain deliverables and/ or under certain situations.

1.4.6 **Payment for Training.** The remaining 85% of cost of training and applicable taxes, shall be paid on submission of the training completion certificate from BUYER's representative that training program has been completed, alongwith requisite documents for payment.

1.4.7 **CMC Payments.** Annual payments will be made by PCDA/CDA on submission of User clearance certificate through DBT.

1.4.8 **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 contract signing based on Gol instructions) or 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.

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

1.4.10 **Exchange Rate Variation.** Exchange Rate variation shall be applicable for Rupee contracts with Indian Vendors, based on RFPs issued under all categories of capital acquisitions mentioned at Para 8 to 12 of Chapter I of DAP-2020. 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 II to this Appendix**. No reimbursement of custom duties is applicable for imported input materials to the vendor.

2. **Performance-cum-Warranty Bank Guarantee Clause.** A Performance-cum-Warranty Bank Guarantee (PWBG) of 3% of value of the Total Contract Price including taxes and duties would be furnished by the Bidder in the form of a Bank Guarantee to sequentially act as Performance Bank guarantee till the delivery and as Warranty Bank Guarantee on delivery. The PWBG shall be submitted by the Bidder within one month of signing of contract and shall be valid for a period, until three months beyond the warranty period, as specified in the RFP. If at any stage, the Performance Guarantee is invoked by the Buyer either in full or in part, the Bidder shall make good the shortfall in PWBG within 30 days by an additional Bank Guarantee for equivalent amount. In the event of failure to submit the required Bank Guarantee against invoked Performance Guarantee, equivalent amount will be withheld from the next stage payment till the shortfall in the Bank Guarantee is made good by the Bidder. The prescribed format of the Performance-cum-Warranty Bank Guarantee is placed at **Annexure IV to this Appendix**.

3. **Inspection.** Pre Dispatch Inspection (PDI) would be at the discretion of the Buyer. In addition Joint Receipt Inspection (JRI) may also be carried out. If it is PDI, the Bidder should intimate at least 30 days prior to the day when the equipment is to be offered for PDI to enable Buyer's QA personnel to be available for inspection. All the expenses towards PDI will be borne by the Bidder except transportation and accommodation of Buyer's PDI team, which will be deputed at Buyer's expense. In case of rejection of Goods during PDI, re-PDI will be undertaken at Bidder's premises at Buyer's sole discretion. All

expenses including transportation and accommodation of Buyer's PDI team will be borne by the Bidder. Towards this, the expenses towards transportation and accommodation of Buyer's PDI team will be initially done by the Buyer and subsequently reimbursed by the Bidder either by remittance or by recovery from the Balance Payment/ PWBG. In the event of a failed PDI, the Bidder shall consult the Buyer for rescheduling re-PDI. In case of JRI, the representative of the Seller may be present for inspection after the equipment reaches the concerned destination. The Seller would be informed of the date for JRI. The JRI should be completed within 60 days of intimation from the bidder.

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

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

Annexure I to Appendix G
(Refers to Para 1.1 of Appendix G)

SAFSS: LOCATIONS FOR INSTALLATION

<u>S.No</u>	<u>Regtl Centre</u>	<u>Location</u>	<u>Quantity</u>
1.	Armd Corps Centre & School	Ahmednagar	02
2.	MEG Centre	Bangalore	02
3.	BEG Centre	Roorkee	02
4.	BEG Centre	Kirkee (Pune)	02
5.	CMP Centre & School	Bangalore	01
6.	1 EME Centre	Secunderabad	01
7.	3 EME Centre	Bhopal	02
8.	PARA Regtl Centre	Bangalore	01
9.	MADRAS Regtl Centre	Wellington	01
10.	MARATHA LI Regtl Centre	Belgaum	01
11.	JAT Regtl Centre	Bareilly	01
12.	KUMAON Regtl Centre	Ranikhet	01
13.	PUNJAB Regtl Centre	Ramgarh (Ranchi)	01
14.	GRENADIERS Regtl Centre	Jabalpur	01
15.	39 GTC	Varanasi	01
16.	BIHAR Regtl Centre	Danapur	01
17.	JAK RIF Regtl Centre	Jabalpur	01
18.	58 GTC	Shillong	01
19.	LADAKH SCOUTS Regtl Centre	Leh	01
20.	RAJPUT Regtl Centre	Fatehgarh	01
21.	SIKH LI Regtl Centre	Fatehgarh	01
22.	11 GRRC	Lucknow	01
23.	Int Trg Centre	Pune	01

<u>S.No</u>	<u>Regtl Centre</u>	<u>Location</u>	<u>Quantity</u>
24.	GUARDS Regtl Centre	Kamptee (Nagpur)	02
25.	MIC & S	Ahmednagar	02
26.	AOC Centre	Secunderabad	01
27.	1 STC	Jabalpur	01
28.	2 STC	Goa	01
29.	ASC Centre & College	Bangalore	02

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

GUIDELINES OF PROTECTION OF EXCHANGE RATE VARIATION IN CONTRACTS

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

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

- (i) The delivery period is less than one year; or
- (ii) The rate of exchange variation is within the band of +/- 2.5%.

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

- (i) Year wise and major currency wise import break up is to be indicated.
- (ii) Detailed time schedule for procurement of imported material/Services and their value at the FE rates adopted for the contract is to be furnished by the vendor as per the format given below: -

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

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

(iv) For purposes of ensuring uniformity, the Base Exchange Rate on the ERV reckoning date will be adopted for each of the major foreign currencies. The Base Exchange Rate will be the BC Selling Rate of the Parliament Street Branch of State Bank of India, New Delhi. The ERV reckoning date will be the last date of submission of commercial bids as per RFP. In cases where

Option Clause is exercised, the date of reckoning of ERV will be the last date of submission of bids for the RFP of the Original Procurement Case.

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

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

2. **Methodology For Claiming ERV**

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

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

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

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

Annexure III to Appendix G
 (Refers to Para 1.4.1 of Appendix G
 of RFP)

BANK GUARANTEE FORMAT FOR ADVANCE

To

The _____
 Ministry of _____
 Government of India

_____ (complete postal address of the beneficiary)

1. "Whereas President of India represented by the _____ Ministry of _____ Government of India (hereinafter referred to as BUYER) have entered into a Contract _____ No. _____ (No. of Contract), dated _____ (Date of Contract) with M/s _____ (Name of SELLER) (referred to as SELLER) and whereas according to the said Contract the BUYER has undertaken to make an advance payment of INR/USD/Euro/GBP/Yen/AUD/SGD _____ being payment of _____ % of the total value of INR/USD/Euro/GBP/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 INR/USD/Euro/GBP/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 INR/USD/Euro/GBP/ 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 IV to Appendix G
(Refers to Para 2 of Appendix G)

BANK GUARANTEE FORMAT FOR PERFORMANCE-CUM-WARRANTY

To

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

Dear Sir,

1. Whereas President of India represented by the _____ Ministry of _____, Government of India (hereinafter referred to as BUYER) have entered into a Contract No. _____ dated _____ (hereinafter referred to as the said Contract) with M/s. _____ (hereinafter referred to as the SELLER) for supply of goods as per Contract to the said BUYER and whereas the SELLER has undertaken to produce a bank guarantee amounting to INR/USD/Euro/GBP/ Yen/AUD/SGD _____ which is 3% of the Total Contract Price (including taxes and duties) to cover 3% of Total Contract Price (including taxes and duties) each for Performance and Warranty in sequence, to secure its obligations towards Performance-cum-Warranty to the BUYERS.
2. We, the _____ bank hereby expressly, irrevocably and unreservedly undertake the guarantee as principal obligors on behalf the SELLER that, in the event that the BUYER declares to us that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the BUYER by reason of breach/failure to perform by the said SELLER of any of the terms and conditions in the Contract related to Performance and Warranty clauses, we will pay you, on demand and without demur, all and any sum up to {5% of Total Contract Price (including taxes and duties)} _____ INR/USD/Euro/GBP/Yen/AUD/SGD only at any instance under this Guarantee. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract. We shall not be entitled to ask you to establish your claim or claims under this guarantee but will pay the same forthwith without any protest or demur. We undertake to effect payment upon receipt of such written demand.
3. We shall not be discharged or released from the undertaking and guarantee by any arrangements, variations made between you and the SELLER, indulgence to the SELLER by you, or by any alterations in the obligations of the SELLER or by any forbearance whether as to payment, time performance or otherwise.
4. We further agree that any such demand made by the BUYER on the Bank shall be conclusive, binding, absolute and unequivocal notwithstanding any difference or dispute or controversy that may exist or arise between you and the SELLER or any other person.
5. In no case shall the amount of this guarantee be increased.

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

7. Subject to the terms of this Bank Guarantee, the issuing bank hereby irrevocably authorizes the beneficiary to draw the amount of upto INR/USD/Euro/GBP/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) (INR/USD/Euro/GBP/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 INR/USD/Euro/GBP/ Yen/AUD/SGD _____ (Rupees _____ only (in words)).

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

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

Dated the _____ day of _____ (month and year)

Place :

Signed and delivered by _____ (name of the bank)

Through its authorised signatory
(Signature with seal)

Annexure V to Appendix G
(Refers to Para 5 of Appendix G)

FORMAT FOR EXTENSION OF DELIVERY PERIOD/PERFORMANCE NOTICE

Name of the Procuring Entity.....

Extension of Delivery Period/Performance Notice

To
M/s (name and address of firm)

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

Ref: Your letter no. dated:

Dear Sir,

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

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

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

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

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

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

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

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

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

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

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

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

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

Annexure VI to Appendix G
(Refers to Para 3 (b) & 9 of RFP
and Para 1.4 of Appendix G)

DELIVERY SCHEDULE AND STAGES OF PAYMENT

1. The terms of payment may vary between each project depending upon a variety of factors such as complexity of equipment/system, requirement of validation trials for establishing 'proof of concept', delivery period, integration requirements etc. However, some broad guidelines for payments terms are appended in subsequent Paras.

2. **For Delivery in One Lot**

SI	Activity	Delivery Timelines (T ₀ + Months)	Qty	Scheme for Payment	Scheme for submission and Return of Advance Payment Bank Guarantees	Remarks
(a)	Signing of contract	-		15% of the base contract price less taxes and duties	APBG of equivalent amount to be submitted	PWBG of 03% of the Contract including taxes and duties to be submitted within 30 days of signing of the Contract
On Dispatch of all equipment						
(b)	Only Batch	T ₀ +12 months	37 x SAFSS	60% Cost of base contract price of Deliverables (less training), and reimbursement of 100% taxes on pro rata basis		
On Final Acceptance and Installation						
(c)	Only Batch	T ₀ +12 months	37 x SAFSS	25% of the base contract price of deliverables (less training) on pro-rata basis	APBG is to be returned on completion of delivery of all equipment/system (and associated spares).	

SI	Activity	Delivery Timelines (T ₀ + Months)	Qty	Scheme for Payment	Scheme for submission and Return of Advance Payment Bank Guarantees	Remarks
(d)	Training		Para 17 of the RFP	85% of the cost of training and re-imburement of 100% taxes		
(e)	Cost of CMC	T ₀ +36 to T ₀ + 72	Annual		On submission of user clearance certificate	

Appendix H
(Refers to Para 11, 48 & 57 (b)
of RFP)

EVALUATION CRITERIA AND PRICE BID FORMAT

1. **Evaluation Criteria.** The guidelines for evaluation of Bids will be as follows:-
 - 1.1. Only those Bids will be evaluated, which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially. The bidder, whose price is arrived as lowest as per Evaluation criteria given in this Appendix, will be declared as L-1 bidder by Buyer.
 - 1.2 **In 'Buy (Indian)' Cases'** L-1 bidder will be determined on the basis of quoted cost of all items including taxes and duties payable to Central/State/Local Governments but with exclusion of BNE items sourced from common single source in accordance with Para 107 of Chapter II of DAP-2020. The scope of BNE cost shall include the basic cost of the Main Equipment and OEM Training, Training Aggregates, Documentation, SMT/STE, Freight and OBS as applicable/as indicated in the RFP, which are exclusively sourced from the nominated vendor (OEM). No other cost including the cost of items sourced directly from third parties and the cost of activities jointly undertaken by the Bidder/Bidder's sub vendor and the nominated vendor (OEM) or any third parties are to be included in the BNE cost. BNE rate would also be separately negotiated. However, payment will be made after adding the actual cost of BNE, at the time of purchase from OFB/DPSU/Private vendor, to the L1 cost determined as mentioned above.
 - 1.3 Custom duty on input materials shall not be loaded by the Indian Bidders in their price bids, if they are exempted under the existing Notifications. In such cases, necessary Custom Duty Exemption Certificate (CDEC) shall be issued by the Buyer. In cases where Custom Duty is not exempted, Basic Custom Duty on input material is to be included in the cost of Basic Equipment, Installation/ Commissioning/ Integration, BNE, ToT, 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 shall be given of all Deliverables including installation.							
(b)	Cost of CMC	03 years						To be paid annually
(c)	Cost of Operator's Manual and Technical Literature (in English Language) including Illustrated Spare Parts List as per Annexure III to Appendix K .							
(e)	Cost of Training Aids such as cut out models, films, charts etc as recommended by the supplier as per Annexure IV to Appendix K .							
(f)	Cost of recommended period of Training excluding the cost of travel and boarding and lodging.							
(g)	Cost of Preservation/De-preservation (if applicable)							To be paid as in the contract, if utilised
(h)	Any other cost (to be specified).							
(j)	Freight and Transit Insurance Cost (where applicable).							
(k)	Total Cost (Total of Serial (a) to (j))						#	# This will be used in determining L1 vendor (duly applying provisions of Para 1 above)
(l)	Foreign Exchange component of the proposal. (for Indian Vendors only)							This will be with reference to Para 1.2.2 of Appendix M.
(m)	CDEC (if applicable) , its authority and amount for which required.							
(n)	Total Cost as per serial (k) (in words)							

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

Appendix J
(Refers to Para 53 of RFP)

STANDARD CONDITIONS OF RFP

LAW

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

ARBITRATION

(For Indian Private vendors)

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

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

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

2.4 The third arbitrator, shall be nominated by the parties within ninety (90) days of the receipt of the notice mentioned above, failing which the third arbitrator may be nominated under the provision of Indian Arbitration and Conciliation Act, 1996 (as amended from time to time) or by dispute resolution institutions like Indian Council of Arbitration or ICADR, at the request of either party, but the said nomination would be after consultation with both the parties. The arbitrator nominated under this Clause shall not be regarded nor act as an umpire.

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

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

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

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

2.9 In the event of a vacancy caused in the office of the arbitrators, the party which nominated such arbitrator, shall be entitled to nominate another in his place and the arbitration proceedings shall continue from the stage they were left by the retiring arbitrator.

2.10 In the event of one of the parties failing to nominate its arbitrator within sixty (60) days as above or if any of the parties does not nominate another arbitrator within sixty (60) days of the place of arbitrator failing 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.

FORCE MAJEURE

3.1 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.

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

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

PENALTY FOR USE OF UNDUE INFLUENCE

4.1 The Seller undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or for borne to do any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or 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.

4.2 Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

AGENTS

5. The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores referred to in this contract. The Seller confirms that he has not engaged any person, party, firm or institution as an Agent including his Agents already intimated to MoD; to, influence, manipulate or in any way to recommend to any functionaries of the Government of India, whether officially or unofficially, to the award of the contract to the Seller, or to indulge in corrupt and unethical practices. The Seller has neither paid, promised nor has the intention to pay to any person, party, firm or institution in respect of any such intervention or manipulation. The Seller agrees that if it is established at any time to the satisfaction of the buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that Seller has engaged any such person, party, firm or institution and paid, promised or has intention to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable for any or all of the following actions:-

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

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

Appendix K
(Refers to Para 39 of RFP)

DRAFT GUIDELINES FOR FRAMING ATP

1. **Quality.** Before the contract is finalized, OEM should provide the standard Acceptance Test Procedure (ATP) & Quality Assurance Plan (QAP) and all Quality audit documents for QA checks to Director General of Quality Assurance (DGQA) for all the items of the equipment, DGQA reserve the right to modify the ATP, if necessary. OEM would be required to provide all test facilities at OEM premises/ accredited laboratories for acceptance inspection by DGQA and also to train QA teams. The vendor shall make available production and test documents to verify homogeneity and traceability of the sub system to carry out Quality Audit at the time of QA checks / ATP test to the QA team. The vendor shall also make available the required software documents verification and validation records as per IEEE-12207 for audit by the QA team. The SELLER confirms that the stores to be supplied under the contract shall be new, ie not manufactured before the date of signing of contract.
2. **Inspection.** Inspecting authority for stores shall be DGQA. Pre Dispatch Inspection (PDI) & Joint Receipt Inspection (JRI) would be carried out by the BUYER reps. The supplier shall intimate about the date of PDI at least 45 days prior to enable our QA personnel to be available for inspection. In addition On Site Functional Test (OSFT) will also be carried out with Seller and User representative. In case of OSFT the rep of vendor may be present for the inspection after the equipment reaches the concerned depot/base. The vendor shall be informed of the date of the OSFT by the user.
3. **Field Evaluation.** Not applicable to DGQA.
4. **Technical Trials.** Technical trials will be conducted by QA agency to assess conformance to the quality requirements/standards/specifications. Towards this, Bidder submit the technical documentation and draft ATP as part of technical bid or one month before commencement of FET. As far as possible physical evaluation will only be carried out of critical parameters and other parameters will be evaluated on vendor certification duly supported by certification by DGQA/DRDO/NABL accredited laboratories/internationally recognized laboratories.

5. **Marking and Packing.** The SELLER shall provide packing and preservation of equipment and spares/ goods contracted as per DEFSTAN 81-041 (Part 1) / STANAG-4280 or equivalent Military Standard so as to ensure their safety against damage in the condition 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 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.

6. Each spare, SMT, STE 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. The cartons shall then be packed in packing cases as required:-

- (a) The Name and address of the consigner and consignee including.
 - (i) The delivery destination / address if not of the consignee.
 - (ii) Transit destination / address (for aggregation / disaggregation, onward shipment etc.
- (b) Nomenclature.
- (c) NSN / Manufactures Part No.
- (d) Serial / Lot No.
- (e) Contract No.
- (f) Quantity contracted.

7. Requirement of Technical Literature and Training Aggregates. The following documents should be furnished by the supplier for the purpose of audit by the QA authority:-

- (a) Tree diagram giving out the details of systems and sub systems.
- (b) NSN codes for all system and sub systems as given out in the tree diagram upto Line replaceable units (LRUs) as required for maintenance.
- (c) Technical specification of system and sub systems alongwith system Acceptable Test Procedure (ATP), as applicable.
- (d) Details of the Test Procedure to be used during the Joint Receipt Inspection (JRI).
- (e) Functional Test Reports of all systems/subs systems/ Assemblies. Sub assemblies (100%) required for audit/ testing during JRI wherever critical.
- (f) Software verification/ validation documents are per IEEE-12207 to be provided. Also software compatibility with the equipment if user needs.
- (g) In case of Optoelectronic equipment Test Reports as per JSS-5855-11-2019 from DGQA/DRDO/NABL accredited lab.

- (h) Test reports for validation of communication system at the maximum range, with 256 bit AES encryption or better.
- (j) Issues/ bottlenecks visualized by vendor towards demonstration of RFP parameters, if any.
- (k) Technical Literature such as :-
 - (i) User Handbook / Operators Manual :-
 - (ii) Technical Manuals.
 - (iii) Illustrated Spares Part List (ISPL).
 - (iv) Technical Manual of STE with drawing reference.
 - (v) Design Specifications.
- (l) Station list, if available.
- (m) The vendor is required to give details of reliability model, reliability prediction and its validation by designer / manufacturer to ensure reliability of stores throughout its Service / Shelf Life.

Appendix L
(Refers to Para 6 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 may be used, as a guideline for the Collegiate to adopt, for inclusion in the RFP.

SI No	Parameter	<u>For all Cases except Shipbuilding (Ch XII), Make (Ch III & IV) and Strategic Partnerships (Ch VII)</u>
1	Financial	
a	Insolvency	The entity should not be under insolvency resolution as per IBC at any stage of procurement process from the issuing of RFP to the signing of contract.
2	Technical	
a	Nature of Business	Manufacturing entity or System Integrator of defence equipment and not a trading company, except in cases where OEM participates only through its authorised Vendors.
b	Experience in related field	Min 02 Yrs. experience in broad areas like manufacturing/ engineering/ electronics/ explosives etc. as applicable in the instant case. If not, then cumulative experience of at least 03 years in above areas, resulting in gaining of competence for manufacturing the proposed product.
3	Others	
a	Industrial License	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 M
(Refers to Para 54 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 18 of RFP	Declaration by Bidder: Government Regulation
3	Para 19 of RFP	Declaration by Bidder: Obligations Relevant to Transfer of Conventional Arms
4	Para 20 of RFP	Declaration by Bidder : Patent Rights
5	Para 21 of RFP	Declaration by Bidder : Fall Clause
6	Para 31 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	CMC
11	Annexure II to Appendix E	Technical Literature
12	Annexure III to Appendix E	Training Aggregates
13	Appendix H	Price Bid

Appendix N**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
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
EMD	Earnest Money Deposit
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