



सत्यमेव जयते
Ministry of Defence
Government of India

REQUEST FOR PROPOSAL
BY
MINISTRY OF DEFENCE
GOVERNMENT OF INDIA
FOR PROCUREMENT OF
28 GLOBAL MARITIME DISTRESS AND SAFETY
SYSTEM(GMDSS) CONSOLE FOR MARITIME RESCUE
SUB CENTRES (MRSCs) OF INDIAN COAST
GUARD(ICG)

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

This document contains -80- pages including cover page and Appendices.



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Copy No. _____

File No: TM(MS)/0025/CG/28 GMDSS CONSOLES
 Additional Director General
 Acquisition Technical (Maritime & System)
 Acquisition Wing, Ministry of Defence
 Room No 05, D II Wing, Ground Floor
 Sena Bhawan, New Delhi-110011

24 May 23

REQUEST FOR TECHNICAL AND COMMERCIAL PROPOSAL FOR PROCUREMENT OF 28 GLOBAL MARITIME DISTRESS AND SAFETY SYSTEM (GMDSS) CONSOLES FOR MARITIME RESCUE SUB CENTERS (MRSCs) OF INDIAN COAST GUARD UNDER BUY (INDIAN) CATEGORY

Dear Sir/Madam,

1. The Ministry of Defence, Government of India intends to procure 28 Global Maritime Distress and Safety System (GMDSS) Console for Maritime Rescue Sub Centers (MRSCs) and seeks participation in the procurement process from prospective Bidders subject to requirements in succeeding paragraphs.

Synopsis

2. **Broad Description of Equipment/System**

Indian Coast Guard intends to procure 28 Global Maritime Distress and Safety System (GMDSS) Console for Maritime Rescue Sub Centers (MRSCs). The equipment should be GMDSS compliant in accordance with IMO, ITU-R regulations and SOLAS conventions and capable of operating in saturated electromagnetic environment. The system should be capable of operating in VHF, MF and HF bands and should be designed for high performance, perfect reliability, ease of operation, efficiency of service in accordance with international regulations for maritime telecommunication such as radio regulations, ITU-R and SOLAS conventions. Each GMDSS console to be procured for the 28 MRSCs consist of following equipment:-

- | | | | |
|-----|-----------------------|---|----------------------------|
| (a) | MF/HF Tx/Rx with DSC | - | 02(01 for DSC & 01 for RT) |
| (b) | VHF Tx/Rx with DSC | - | 02(01 for DSC & 01 for RT) |
| (c) | INMARSAT 'C' with EGC | - | 01 |
| (d) | NAVTEX receiver | - | 01 |

(e) Two operator work station - 02

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	Global Maritime Distress and Safety System (GMDSS)	Appendix 'A' to RFP
(b)	Quantity Required	28(Twenty Eight)	Para 1
(c)	Categorisation of Procurement	Buy 'Indian'	Part I, Para 8
(d)	Minimum IC Content required	60%	Part I, Para 8
(e)	Place(s) of Delivery	At end users of GMDSS consoles as per Annexure-1 to Appendix-A	Part I, Para 10
(f)	Warranty Period	Valid upto 24 Months from date of completion of Installation and Commissioning.	Part I, Para 12
(g)	CAMC Period, if any	06(six) Years post warranty period	Para 39,Part-II
(h)	Offsets required, if any	NA	--
(j)	EMD Amount	NA	--
(k)	Last date for submission of Pre-Bid queries	21 Jun 23	Part I, Para 27
(l)	Date and time for Pre-bid meeting	05 Jul 23, 1100 Hrs	Part I, Para 28
(m)	Last date and time for Bid Submission	16 Aug 23, 1200 Hrs	Part I, Para 29

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

Ser	Description	Page No.
(a)	Part I - General Requirements	07
(b)	Part II - Technical Requirements	13
(c)	Part III - Commercial Requirements	17
(d)	Part IV - Bid Evaluation and Acceptance Criteria	18

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

6. The end user of the equipment is Indian Coast Guard.

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

8. This RFP is non-transferable.

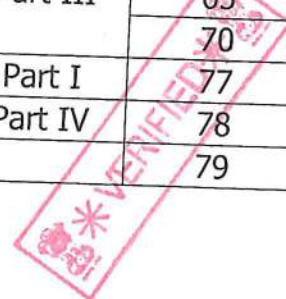
9. In addition to various Appendices and their Annexure, attached with this RFP, reference to various paragraphs of DAP-2020 has been made in the RFP. The DAP -2020 is an open domain document that is available at GoI, MoD website www.mod.nic.in.

Yours faithfully


 (Rajveer Singh)
 Captain (IV)
 DDG Acq-Tech(M)
 O/o ADG Acq-Tech (M&S)

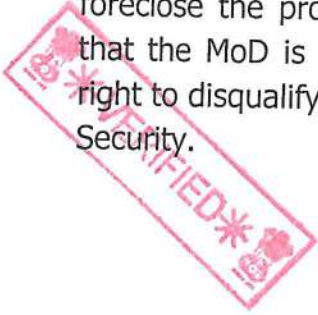
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Disclaimer

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



PART I - GENERAL REQUIREMENTS

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

Non-Disclosure

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

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.

5. **Classified RFPs.** Not Applicable.

Business Eligibility

6(a). **Undertaking by Bidders.** The Bidder will submit an undertaking that they are currently not banned/debarred/suspended from doing business dealings with Government of India/any other government organisation and that there is no



investigation going on by MoD against them. In case of ever having been banned/debarred/suspended from doing business dealings with MoD/any other government organization, in the past, the Bidder will furnish details of such ban / debarment along with copy of government letter under which this ban / debarment / suspension was lifted / revoked. The Bidder shall also declare that their sub-contractor(s)/supplier(s)/technology partner(s) are not Suspended or Debarred by Ministry of Defence. In case the sub-contractor(s)/supplier(s)/ technology partner(s) of the Bidder are Suspended or Debarred by Ministry of Defence, the Bidder shall indicate the same with justification for participation of such sub-contractor(s)/supplier(s)/ technology partner(s) in the procurement case.

6(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.

7. **Pre-Qualification Criteria {for multi vendor cases in Buy (Indian) cases}**: This bid is reserved for MSMEs in accordance with para 23 of Chapter-II of DAP-2020. The detailed Pre-Qualification criteria for the Bidders for participation in the instant procurement case are placed at **Appendix J** 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.

8. **Indigenous Content**. For the purposes of this RFP and the acquisition contract (if any) signed by the Ministry of Defence/CGHQ with a successful Bidder, indigenous content shall be as defined under **Para 9 of Chapter I** and **Para 1 to 3 of Appendix B to Chapter I** of DAP 2020. In addition, reporting requirements for prime (main) Bidders (and for sub-contractors/suppliers/technology partners reporting to higher stages/tiers) shall be as prescribed under **Para 4 to 7 of Appendix B to Chapter I** of DAP 2020. The right to audit Bidder/sub-contractors/ suppliers/ technology partners shall vest in the Ministry of Defence/ Indian Coast Guard as prescribed under Para 10 (of Appendix B to Chapter I of DAP 2020); and aspects of delivery, certification, payments, withholding of payments and imposition of penalties shall be as prescribed under **Para 11 to 14 (of Appendix B to Chapter I of DAP 2020)** thereof. Furthermore, Bidders in 'Buy (Indian)', will be required to submit their indigenisation plan in respect of indigenous content as a part of their bid as stipulated in **Para 4 to 7 of Appendix B to Chapter I** and **Para 39** of Chapter II of DAP 2020. The DAP 2020 is available at MoD, GoI website (www.mod.nic.in) for reference and free download.

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

10. **Delivery Schedule.** The equipment alongwith all accessories will be required to be supplied to end users of GMDSS console as per Annexure-I to Appendix 'A' of RFP within twelve (12) months post signing of contract. Thereafter equipment will be installed and commissioned at end users within six (06) months from delivery. The delivery schedule of equipment and services along with the relevant payment stages is specified at **Annexure IV to Appendix F.**

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

12. **Warranty.** The deliverables supplied shall carry a warranty for 24 (Twenty Four) months. Commencement of warranty will be from the date of JRI and applicable till 24 months from the date of completion of installation and commissioning of the project. Warranty Clause is given at **Appendix 'C'** to this RFP.

13. **Offset** Not Applicable.

14. **In Service Life.** The In Service Life of the GMDSS console and associated accessories should be atleast eight (08) years stipulated in the offer. In case of shelf life, the relevant storage conditions should be clearly specified. The Bidder is required to give details of reliability model, reliability prediction and its validation by designer/manufacturer to ensure reliability of stores throughout Service/shelf life. The efficacy of reliability model/prediction/validation would be verified during technical and environmental evaluation as indicated in Para 42 of this RFP.

15(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 eight (8) 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 (ICG) and Bidder.

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

16. **Obsolescence Management Plan.** An actionable obsolescence management plan is to be proposed by the Bidder along with the mechanism for intimation of notification of obsolescence. The modalities of the mechanism for intimation of notification would be deliberated during CNC. The mutually agreed mechanism for intimation would form an integral part of the contract. All upgrades and modifications carried out on the equipment during the next eight (08) years or during its life cycle (*as per requirement*) must be intimated to the SHQ as per the agreed mechanism.

17. **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 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. The maintenance training will be imparted to the satisfaction of the Buyer and Bidder will ensure that the training content and period will be to impart working proficiency up to the required level. All training requirements such as training aids, projection system, complete equipment with accessories / optional, technical literature, spares, test equipment / test set up, charts, training handouts, power point presentations, Computer Based Training (CBT), Documentation, Simulators etc will be catered by the Bidder.

18. The following training to the personnel of the Buyer based on agreed terms of contract:-

(a) **Operator Training.** Operator training for duration of 03 days in strength of 02 operator at each MRSCs are to be provided by Bidder.

(b) **Repair and Maintenance Course.** Maintenance course for duration of 03 days in strength of 02 maintainer at each MRSCs is to be provided by Bidder.

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

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

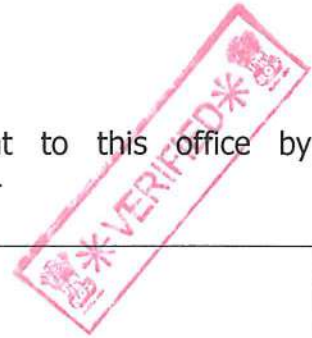
20. It may be further confirmed that all national and international obligations relevant to transfer of conventional arms of the country of the supplier or countries from which parts and components are being procured, have been taken into account for the duration of the contract. Accordingly, thereafter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

21. **Agents.** Not Applicable.
22. **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.
23. **Integrity Pact.** In the subject RFP, the Bidder is required to sign and submit Pre Contract Integrity Pact (PCIP), given at **Annexure I to Appendix H** to this RFP.
24. **Transfer of Technology (ToT) (If applicable)** Not Applicable.
25. **Transfer of Technology for Maintenance Infrastructure (As applicable)** Not Applicable.
26. **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/ICG, if the contract has already been concluded.

Bid Timelines

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

Principal Director (Com & SAR)
Coast Guard Headquarters,
National Stadium Complex,
New Delhi – 110 001
Phone No – 011-23386700
Fax No. – 011-23073529
E-mail:- dte.com@indiancoastguard.nic.in



28. **Pre-Bid Meeting.** A pre-bid meeting will be held at Coast Guard Headquarters, New Delhi at.....1100.....hrs on...05 Jul 23.....to answer any queries or clarify doubts regarding submission of proposals. The Bidder or his authorised representatives is requested to attend. Necessary details may be sent a week in advance to Dte of Ops(Communication Section)/CGHQ to facilitate obtaining of security clearance.

29. **Submission of Bids.** The Technical and Commercial proposals alongwith IP should be sealed separately in three separate envelopes clearly indicating Commercial/Technical/IP, and then put in one envelope and sealed (all the envelopes should clearly state the letter No. of RFP and the name of equipment and Bidder Name) and submitted to the undersigned at the following address by.....1200..... hours on.....16 Aug.....23.

Principal Director (Com & SAR)
Coast Guard Headquarters,
National Stadium Complex,
New Delhi – 110 001
Phone No – 011-23386700
Fax No. – 011-23073529
E-mail:- dte.com@indiancoastguard.nic.in

30. Offer opening by a Offer opening committee will be held at 1500 hrs on16 Aug 23.....at the same venue as indicated at Para 29 above. The Bidder or his authorized representative is welcome to be present at the opening of the proposals. Necessary details may be sent atleast one week in advance to facilitate obtaining of security clearance.

PART II - TECHNICAL REQUIREMENTS

31. The second part of the RFP incorporates the aspects of SQRs describing the technical parameters of the proposed equipment, and the environmental parameters for functioning. The operational characteristics and features that should be met by the equipment are elucidated at **Appendix A** to this RFP and the Compliance Table at **Appendix B** to this RFP.

32. **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.

33. **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, storage conditions/environment condition recommended and the resultant guaranteed in- service/shelf life. The range and depth of spares included in the proposal should be supported by necessary reliability and prediction model or authenticated by past data on the similar equipment in use.

34. **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.

35. 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.

36. **Submission of Project Report (where applicable).** Not Applicable.

37. **Para Applicable only for M-ToT Cases.** Not applicable.



38. **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.

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

40. **Online Inventory Management System (OIMS) (where applicable).**
Not Applicable.

41. **Active technology Obsolescence Management (where applicable).**
Not Applicable.

Evaluation of Technical Offers

42. The Technical Offer submitted by the Bidder will be evaluated by a Technical Evaluation Committee (TEC) to confirm that the equipment being offered meets the Essential Parameters as elaborated at **Appendix A**.

Field Evaluation Trials

43. Trials are not considered as the equipment is COTS in nature and Type Approved by IMO/ITU(R). However, Type Approval Certificate or Certificate of Conformance to IMO/ITU(R) guidelines will be required to be submitted by the firm. Acceptance trials will be undertaken during Pre-Dispatch Inspection in accordance with Acceptance Test Procedures.

Quality Assurance Instructions & Technical Evaluation Plan

44. Bidder is to submit a Draft Acceptance Test Procedure (ATP) along with the Technical bid Based on the draft ATP, ATP will be finalised at the CNC stage. ATP shall be inducted in the contract at the time of finalisation with successful bidder. ATP will lay down the test 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 checks proof is required to be carried out.

Marking and Packaging

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

- (a) In accordance with the requirements specified in the RFP or if no such requirement is specified, with the indicated codification number or alternative reference number specified.

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

(c) Where the deliverables have a limited shelf life, with the cure date/date of manufacture or expiry date expressed as months and years.

46. 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.

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

(a) In accordance with DEFSTAN 81-041 (Part 1)/STANAG-4280 or equivalent Military Standard.

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

48. 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 or as per

(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.)

49. **Monitoring of Project Based on Contractual Milestones/PR (as applicable).**

After placement of order, the progress of the project will be monitored by the Buyer/ICG for compliance with various activities towards achieving contractual milestones/DPR involving delivery/installation/ integration etc. The contractual milestones will be integral part of the contract. 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. The indicative list of Contractual Milestones and broad range of timelines (earliest and latest time for completion) for the project is as follows:-

Sl	<u>Milestone</u>	<u>Timeline (To+ Months)</u>
(a)	Submission of ABG & PWBG	T0 + 01 Month
(b)	Delivery of Equipment	T0 + 12 Months
(c)	I & C	T0 + 18 Months

50. The Bidder is to indicate the proposed timelines for the above milestones in the Technical Bid. On conclusion of the Contract, these milestones will be monitored by the ICG.

51. The Project Monitoring Meeting is to be organized at 06 months interval. The Bidder shall attend the progress monitoring meetings through its suitably qualified representatives and shall submit progress reports to the ICG.

PART III - COMMERCIAL REQUIREMENTS

52. 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.

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

54. Commercial offers will be opened only of the Bidder whose equipment is short-listed, after Technical Evaluation by Technical Evaluation Committee. The Commercial Offer must be firm and fixed and should be valid for at least 18 months from the last date of bid submission.

Commercial Bid Opening

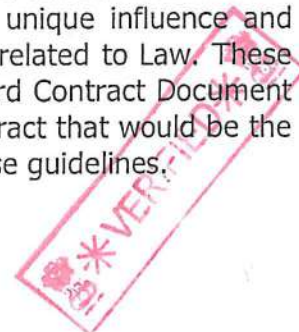
55. The Commercial Offers will be opened by the Contract Negotiation Committee (CNC) and if Bidder desires he may depute his representative, duly authorised in writing, to be present at the time of opening of the offers.

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

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

Additional Aspects

58. **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 H** to this RFP regarding Agents, penalty for use of unique influence and Integrity pact, access to books of accounts, arbitration and clauses related to Law. These conditions along with other clauses of the contract from the Standard Contract Document (as at Chapter VI of DAP-20) indicates the general conditions of contract that would be the guidelines for all acquisitions. The draft contract prepared as per these guidelines.



PART IV: BID EVALUATION AND ACCEPTANCE CRITERIA

59. A list of documents/details to be submitted along with the bids is placed at **Appendix K** as a reference to help in completeness of bid and meeting the procurement process schedule.

60. The bid 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.

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

62. **Evaluation and Acceptance Process.**

(a) **Evaluation of Technical Proposals.** The technical proposals forwarded by the Bidders will be evaluated by a Technical Evaluation Committee (TEC). The TEC will examine the extent of variations/differences, if any, in the technical characteristics of the equipment offered by various Bidders with reference to the QRs and prepare a "Compliance Statement" for shortlisting the Bidders. The compliance would be determined only on the basis of the parameters specified in the RFP. The Staff Evaluation will analyse the **TEC** results and shortlist the equipment recommended for introduction into service.

(b) **Evaluation of Commercial Bid.** The Commercial bids of only those bidders will be opened, whose technical bids have been cleared by TEC, equipment has been shortlisted by **TEC** and Staff Evaluation. Comparison of bids would be done on the basis of Evaluation criteria given in **Appendix G** to this RFP. The L-1 bidder would be determined by Contract Negotiation Committee (CNC) on the basis of **Appendix G** to this RFP. Only L-1 bidder would be invited for negotiations by CNC.

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

Appendix A to RFP
(Refers to Para 31, 32, 33, 34, 35, 42)

OPERATIONAL CHARACTERISTICS AND FEATURES

PART –I: GENERAL INFORMATION

Aim

1. The aim of this Service Qualitative Requirements (SQRs) is to lay down the user requirements and Operational/Technical parameters for the procurement of 28 sets of Global Maritime Distress Safety System (GMDSS) Consoles for fitment in Maritime Rescue Sub Centres (MRSCs) of Indian Coast Guard.

Introduction/Operational Philosophy

2. IMO through SAR convention mandates member states to establish National Search and Rescue Authority. Indian Coast Guard (ICG) in India has been designated as the National Maritime Search and Rescue Authority for providing Search and Rescue (SAR) services in Indian Search and Rescue Region (ISRR) for meeting India's International obligation. The National Search and Rescue Authority is to establish Rescue Coordination Centres as operational facilities for coordinating SAR services with SAR facilities available in the country, with following functional capabilities:-

- (a) Receiving distress calls by most rapid means available (if possible directly from ships at sea) in their area of responsibility and acknowledge receipts.
- (b) Alerting and activating Search and Rescue facilities.
- (c) Facilitate operations coordination.
- (d) Receiving information from anybody concerned, including in the form of Maritime Safety Information (MSI).

3. There are three Maritime Rescue Coordination Centres (MRCCs) defined in ISRR. The MRCC located at Mumbai covers the entire western seaboard of Indian SRR. The eastern seaboard is covered by MRCCs located at Chennai and Port Blair. In order to enable MRCCs exercise direct and effective control over SAR facilities in an area within its SRR, Maritime Rescue Sub Centres (MRSCs) are required. This is so done wherein communication facilities in a portion of SRR are not adequate for closer coordination between MRCC and SAR facilities or where local control of SAR operations will be more effective. The GoI, MoD vide note no 17(18)/2020-D(CG) dated 24 Jun 21 has accorded 'Approval in Principle' for setting up of 29 Maritime Rescue Sub Centres (MRSCs) of ICG.

MRSCs are to be equipped with GMDSS compliant communications equipment so as to satisfy following functional requirements:-

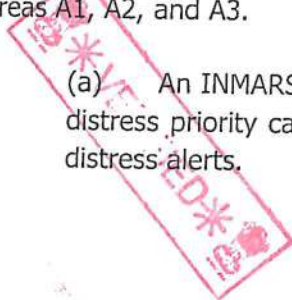
- (a) Receive ship to shore distress alert by at least two independent means.
- (b) Relay shore to ship distress alert.
- (c) Transmitting and receiving SAR coordinating communication.
- (d) Transmitting and receiving On Scene communication.
- (e) Receiving Maritime Safety Information.
- (f) Transmitting and receiving general radio communications.

4. The following radio equipment are to be essentially carried onboard all sea going ships for GMDSS compliance.

- (a) VHF radio installations capable to transmit and receive DSC distress alerts on Channel 70 and Radio telephony on Channel 06, 13 and 16.
- (b) VHF radio installations to maintain continuous DSC watch on CH 70 (Note: (a) and (b) can be combined together).
- (c) SART 9 GHz Minimum two
- (d) NAVTEX receiver
- (e) In area with no NAVTEX, either an INMARSAT EGC receiver facility or HFNBDFP receiver (if service is provided).
- (f) EPIRB transmits distress alerts either on 406 MHz or through INMARSAT geostationary satellite services (when operating in INMARSAT coverage area).
- (g) VHF (waterproof) walkie-talkies as per the ships gross tonnage. Ships 300-500 gross tons: Minimum two Ships over 500 gross tons : Minimum three

5. In addition ships are required to carry following equipment when operating in GMDSS Sea Areas A1, A2, and A3.

- (a) An INMARSAT SES able to transmit and receive distress and safety communications, distress priority calls, general radio communications and maintains shore-to-ship watch for distress alerts.



(b) MF radio installations able to transmit and receive for distress and safety purposes on 2187.5 KHz using DSC and 2182 KHz using radiotelephony.

(c) Radio installations to maintain continuous DSC watch on 2187.5 KHz.

(d) Means to transmit ship-to-shore distress alerts either on EPIRB on 406 MHz or HF using DSC or an additional INMARSAT SES or the INMARSAT EPIRB.

(or)

(a) MF/HF radio installations able to transmit and receive, for distress and safety purposes. On all distress and safety frequencies in bands between 1605 KHz and 4000 KHz or between 4000 KHz and 27000 KHz using DSC, radio telephony.

(b) Installations to maintain DSC watch on 2187.5 KHz and 8414.5 KHz and on at least one of 4207.5 KHz, 6312 KHz, 12577 KHz or 16804.5 KHz.

(c) Means to transmit ship-to-shore distress alerts either on EPIRB, on 406 MHz or an INMARSAT SES or the INMARSAT EPIRB.

(d) Transmit and receive general radio communications, on MF/HF in bands between 1605 KHz and 4000 KHz and between 4000 KHz and 27000 KHz, using radiotelephony or NBDP.

6. Indian Search and Rescue Region (ISRR) primarily comes under GMDSS sea area A3. However, merchant traffic traversing through ISRR during the course of their voyage also pass through GMDSS sea areas A1 and A2. Therefore merchant ships involved in global trade mandatorily carry GMDSS compliant equipment required for GMDSS sea areas A1, A2, and A3. Accordingly, the GMDSS console for the 28 MRSCs must consist of following equipment to meet its functional requirements:-

- | | | |
|-----|-----------------------|-------------------------------|
| (a) | MF/HF Tx/Rx with DSC | - 02 (01 for DSC & 01 for RT) |
| (b) | VHF Tx/Rx with DSC. | - 02 (01 for DSC & 01 for RT) |
| (c) | INMARSAT 'C' with EGC | - 01 |
| (d) | NAVTEX receiver | - 01 |

PART –II: OPERATIONAL CHARACTERISTICS

System Requirement

7. The equipment should be GMDSS compliant in accordance with latest IMO, ITU-R regulations and SOLAS conventions and capable of operating in saturated electromagnetic environment with the following capability to provide unhindered:-



- (a) Maritime distress rescue coordination communication system.
- (b) Shore-to-ship and shore-to-shore communication including terrestrial and satellite communication system.

Operational Requirements

8. The system should be capable of operating in VHF, MF and HF bands and should be designed for high performance, perfect reliability, ease of operation, efficiency of service in accordance with international regulations for maritime telecommunication such as radio regulations, ITU-R and SOLAS. The GMDSS console and the associated equipment should be capable of following functions:-

- (a) Relaying ship-to-shore distress alerts by at least two separate and independent means, each using a different radio communication service.
- (b) Receiving ship to shore distress alerts.
- (c) Receiving VHF, MF/ HF Distress Alerts.
- (d) Transmitting and receiving search and rescue co-ordinating communication.
- (e) Transmitting and receiving locating signals.
- (f) Receiving Maritime Safety Information.
- (g) Transmitting and receiving general radio communication relating to the management and operation of the ship.
- (h) Transmitting and receiving shore to ship communication.

Composition of GMDSS Console

9. The GMDSS Console must comprise of following equipment:-

(a) **Two VHF set with following features:-**

- (i) Voice and automated distress alerting via Digital Selective Calling (DSC).
- (ii) Simplex, Semi duplex and Duplex.
- (iii) Capable of transmitting DSC on Channel 70 and radio telephony on Channel 16.
- (iv) Channel 70 watch receiver.

(b) **Two MF/HF sets with following features:-**

- (i) Voice and DSC facility.

(ii) Capable of transmitting and receiving general radio communication using radio telephony or direct printing telegraphy on working frequencies in the (marine) bands between 1,605 KHz and 27,500 KHz.

(c) **One INMARSAT 'C' terminal with following features:-**

- (i) EGC Receiver.
- (ii) Distress message handling.
- (iii) Capable of initiating distress alert by remote distress alert unit.
- (iv) Two way digital store and forward messaging including polling, data reporting etc.

(d) **One NAVTEX Receiver with following features:-**

- (i) Capability to store minimum 60 message identifications for upto 48 hours.
- (ii) Able to verify ID of every new message received and printing only the new ones.

PART –III: TECHNICAL CHARACTERSTICS

Essential Technical Features

10. The equipment of GMDSS console should have following technical specifications.

(a) **VHF Tx/Rx with DSC.** VHF Radio telephone with built in class A DSC and Ch 70 watch receiver to meet the GMDSS carriage requirements of MRSCs in accordance to latest ITU-R recommendations (ITU R M.493-15) on digital selective calling systems for use in the maritime mobile service as follows:-

- (i) The equipment should provide for the following categories of calls using both voice and digital selective calling (DSC):-
 - (aa) Distress, Urgency and safety
 - (ab) Ship operational requirements
 - (ac) Public correspondence
- (ii) Communication mode- Simplex & Semi duplex for distress
Duplex for public correspondence
- (iii) Channels- All international channel and min 20 programmable channels



- (iv) Class of Emission
 - (aa) Radio Telephony- G3E/F3E
 - (ab) DSC- G2B/F2B
- (v) Default RT channel-Ch 16(156.8 MHz)
- (vi) Warming up period-within 1 minute of switching on
- (vii) Time to switch from Tx to Rx-Should not exceed 0.3s
- (viii) Channels to be provided with distinct marking- Ch 16 and Ch 70

Receivers

- (ix) Frequency range-156.025 MHz to 162.025 MHz
- (x) Sensitivity-Equal to or better than $2\mu\text{V}$ emf for a signal to noise ratio 20 dB

Transmitters

- (xi) Frequency-156.025 MHz to 162.025 Mhz
- (xii) Channel spacing-12.5 Khz or 25 Khz
- (xiii) Power output-
 - (aa) High 50 W
 - (ab) Low 1W
- (xiv) Programmable channels- Minimum 20

Digital Selective Calling facility

- (xv) Receiving frequency-156.525 MHz (Ch 70)
- (xvi) Message storage or log Min 20 distress message to be stored.
- (xvii) DSC class- Class A equipment conforming to latest ITU recommendations ITU-R M.493-15 should be provided for DSC
- (xviii) Ships identity-9 digit identity number (MMSI)
- (xix) With a DSC modulated input signal having a level of $1\mu\text{V}$ e.m.f to its associated VHF receiver, the DSC equipment should be capable of decoding the received messages with a maximum permissible output character error rate of 10^{-2}
- (xx) It should be possible to interrupt and relay distress alerts at any time.
- (xxi) DSC facility should comprise of means for following:-
 - (aa) Decode and encode messages

- (ab) Composing DSC message
 - (ac) Verify the prepared message prior transmission
 - (ad) Display the information contained in a received call in plain language
 - (ae) Manual/automatic entry of the position and time information
- (xxii) The equipment should have following features:-
- (aa) Replay facility
 - (ab) Display dimming
 - (ac) Red or Yellow backlight
 - (ad) Powerful Loud speaker
 - (ae) Alert mute button
 - (af) Dual watch & scanning
- (xxiii) Associated hardware is as follows:-
- (aa) A transmitter and receiver with antenna and other associated accessories
 - (ab) Control unit
 - (ac) A microphone with press to transmit switch, which may be combined with a telephone in a handset
 - (ad) Handset cradle
 - (ae) Internal/external speaker
 - (af) Integral DSC facility with a capability continuous watch on channel 70
- (xxiv) Provision should be available for a specific aural alarm and visual indication to indicate receipt of a distress or urgency call. It should not be possible to disable this alarm. Reset of the system should be possible only manually.

(b) **MF/HF Tx/Rx with DSC.** Based on the IMO regulations and ITU-R recommendations, technical specifications for MF/HF radio installations capable of voice communications and Digital Selective Calling(DSC) should be as follows:-

- (i) Communication Mode- Simplex or Semi Duplex
- (ii) The equipment should provide for the following categories of calls using both voice and digital selective calling (DSC):-
- (iii) Distress, Urgency and safety
- (iv) Operational requirements
- (v) Public correspondence



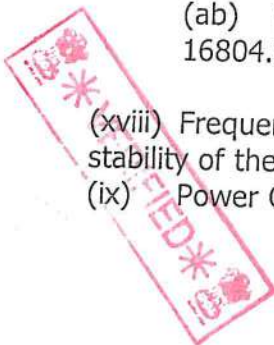
- (vi) Class of Emission-J3E, H3E, J2B/F1B
- (vii) Display- colour display
- (viii) Permissible warning-01 min after switching on up period

Receivers

- (ix) Frequency range - 1,605 KHz to 27,500 KHz
- (x) Frequency readily accessible to operator-
 - (aa) Voice-2182, 4125, 6215, 8291, 12290 and 16420 KHz
 - (ab) DSC-2187.5, 4207.5, 6312, 8414.5, 12577, 16804.5 KHz
- (xi) Frequency accuracy and stability-Tx frequency should remain within 10 Hz of the required frequency at all times.
- (xii) Aerial Impedance- 50 Ohm automatically matched by the aerial tuning unit
- (xiii) Sensitivity-For class of emission J3E and F1B the sensitivity of the receivers should be equal to or better than $6\mu\text{V}$ e.m.f at the receiver input for a signal to noise ratio of 20dB. For DSC an output character error rate of 10^{-2} or less should be obtained for a signal to noise ratio of 12 dB.
- (xiv) Receiver output- For the reception of voice signals, the receivers should be suitable for use with a loud speaker and telephone handset. Should be capable of providing power of at least 2W to the loud speaker and at least 1W to the handset.
- (xv) Control- Rx should be provided with Automatic Gain Control (AGC)

Transmitters

- (xvi) Frequency range-1605.0 KHz to 27,500 KHz
- (xvii) Frequency readily accessible to operator-
 - (aa) Voice-2182, 4125, 6215, 8291, 12290 and 16420 KHz
 - (ab) DSC-2187.5, 4207.5, 6312, 8414.5, 12577 and 16804.5 KHz
- (xviii) Frequency accuracy- Tx frequency should remain within 10Hz stability of the required frequency at all times.
- (ix) Power Output- 150 Watts



Digital Selective Calling

(xx) DSC Class- Class A

(xxi) Ships Identity- DSC: 9 digit identity number(MMSI)(should not possible to change the self identification data)

(xxii) Distress& Safety Frequencies- 2187.5 ,4207.5 ,6312, 8414.5 , 12577 and 16804.5 KHz

(xxiii) DSC facility should have means for following:-

(aa) Decode/encode DSC message

(ab) Composing of DSC message

(ac) Verification of prepared message before transmission

(ad) Display info contained in a received call in plain English Language.

(ae) Manual and automatic entry of position and time of determination of position.

(xxiv) Storage of distress message- capacity to storage at least 20 received distress messages.

(xxv) ITU regulation compliance- Should confirm to ITU-R recommendation ITU-RM.493

(xxvi) The dedicated DSC watch keeping facility should maintain a continuous watch on distress channels only. The receivers should be capable of scanning the selected channels within 2s and the dwell time on each channel should be adequate to allow detection of DSC call.

(xxvii) The facility should confirm to the provisions of ITU-R recommendations ITU-R-M 493.15

(xxviii) Initiation of DSC distress calls should take precedence over any other operation of the facility.

Associated Hardware

(xxix) The GMDSS MF/HF radio set with DSC Hardware:- comprise of following associated

(aa) A transmitter and receiver with antenna and other associated accessories.



- (ab) Control unit
- (ac) A microphone with press to transmit switch, which may be combined with a telephone in a handset.
- (ad) Antenna coupler
- (ae) Printer
- (af) External and Internal speaker
- (ag) An integral or separate DSC facility
- (ah) Compatible PC with accessories of keyboard, Monitor, Mouse and latest windows OS with latest version of MS office

(xxx) Provision should be available for a specific aural alarm and visual identification to indicate receipt of a distress or urgency call or a call having a distress category. It should not be possible to disable this alarm and indication. There should be provision to ensure that they can be reset only manually.

(c) **INMARSAT 'C'**. The INMARSAT 'C' mobile earth station should be type approved by the INMARSAT organization and should be capable of transmitting and receiving direct printing communications and Enhanced Group Call (EGC) services. The technical parameters of the equipment should be as follows:-

- (i) Frequency
 - (aa) Tx- Between 1,626.5-1,646.5 MHz
 - (ab) Rx-Between 1525.0-1545.0 MHz
 - Or
 - As per INMARSAT laid down specifications
- (ii) Modulation - BPSK
- (iii) Min G/T - -23.7 dB/K at 5° elevation
- (iv) Display - LED
- (v) Accessories - Compatible printer
- (vi) Interfaces
 - (aa) 2 remote distress buttons
 - (ab) 3 external buzzers
 - (ac) GPS
 - (ad) Key Board
 - (ae) Compatible Printer
 - (af) Distress message controller

(vii) The INMARSAT 'C' facility should have provisions for automatic and manual entry of position and time information into the distress messages.
Enhanced Group Calling (EGC)

(viii) The EGC equipment to be used in the GMDSS console should comply with the general requirements set out in the annex to IMO resolution A.694 (17) and IEC standards IEC 61097-4/IEC 60945.

(ix) The equipment should be capable of producing a printed copy of received information. Received EGC message may be stored for later printing with an indication to the operator that the message has been received, except for the vital messages referred.

(x) The equipment should be type approved by the INMARSAT and should comply with the environmental conditions and electromagnetic compatibility requirements specified in IEC 60945.

(xi) Means should be provided to enter the ships position and current or planned NAVAREA or METAREA codes manually so that area calls can be received.

(xii) Provision should be made for a specific aural alarm and visual indication to indicate the receipt of a distress or urgency or priority EGC message. It should not be possible to disable this alarm and should be possible to reset it manually.

(xiii) The equipment should indicate when it is not correctly tuned or synchronized to the EGC carrier.

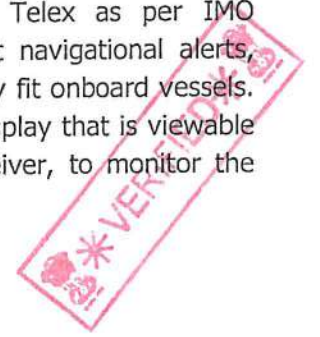
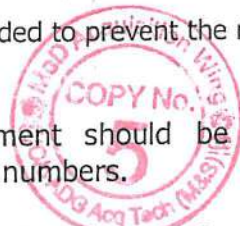
(xiv) All messages should be printed regardless of the character error rate of its reception. The equipment should print a low line mark if a character is received corrupted.

(xv) Means should be provided to prevent the reprinting of a message once it has been received without error.

(xvi) The printing equipment should be capable of printing standard international alphabets and numbers.

(d) **NAVTEX Receiver.** NAVTEX short for Navigational Telex as per IMO recommendations should be an automated system used to transmit navigational alerts, weather warning, urgent, safety, and rescue information as mandatory fit onboard vessels. It should provided up to the minute safety information on a colour display that is viewable during both day and night. Should be fitted with a tri-channel receiver, to monitor the messages or information. The technical parameters should as follows:-

- (i) Receiving frequency- 490 KHz , 518 KHz
- (ii) Should be able to receive following messages:-
 - (aa) A - Navigational warning
 - (ab) B - Meteorological warning
 - (ac) C - Ice report



- (ad) D - Search and Rescue information/piracy and armed robbery
 - (ae) E - Meteorological forecast
 - (af) F - Pilot services messages
 - (ag) G - AIS messages(formerly Decca messages)
 - (ah) H - Loran-C Messages
 - (aj) I - Omega messages
 - (ak) J - SATNAV messages(GPS or GLONASS)
 - (al) K - Other electronic NAVAID messages.
 - (am) L - Navigational warning (addnl)
 - (an) T - test Transmissions(UK only not official)
 - (ap) V - Notice to fishermen(US only currently not used)
 - (aq) W - Environmental (US only currently not used)
 - (ar) X - Special services(allocation by IMO)
 - (as) Y - Special services(allocation by IMO)
 - (at) Z - No message on hand
- (iii) Compliance standard- IMO resolution MSC 148(77), IEC 60945, IEC 61097-6, ITU-R M.540-2, ITU-R M.625-3, MED 2011/75/EC
- (iv) Display- Day night viewing display
- (v) Accessories - Compatible printer

PART –IV: OPERATIONAL WORK STATION

11. **Two Operator Work Station (Qty 02).** The operator work station should have control of the DSC and RT of MF/HF radio, VHF radio and INMARSAT 'C'. The work station must consist current generation PC, colored Common Operator Picture Display (COPD) unit, keyboard, mouse and associated control equipment. The COPD should be 32" LED and device should be ergonomically designed. The COPD should have an electronic chart as an overlay. The user interface software must be based on windows compliant Graphical User Interface (GUI) rules. The work station should be provided with built in speakers, communications headset and/or microphone, PTT footswitch, alarm and printers. The work station should be provided with a message system which should have following operational requirement.

(a) System should be configured to handle Distress, Urgency, Safety and routine protocol and allow operator to create, edit and send message in accordance with the Regulations in force .A programmable independent audible alarm should be provided for all the categories. To cancel the alarm the operator must acknowledge or act upon the call.

(b) The system must have a capability to receive new distress signals while the operator is engaged in acknowledging a current distress signal.

(c) The system must have the capability to allow operator to acknowledge a DSC distress signal while a radio telephony transmission is taking place.

- (d) DSC inbox must list all unanswered DSC messages in order of priority and time. Distress messages must be displayed in red, safety messages in yellow and routine messages in green. It must ensure full logging of all received and scan messages for future reference.
- (e) The system must have voice user interface which allows transmitting of voice recorded messages. The displaying must show a control panel with number keypad for channel configuration and facility keys for broadcast keys for transmission and scanning.
- (f) The system must allow the operator to make voice transmission.
- (g) The system should provide means to draw attention of the operator towards the calls requiring handling.
- (h) The system should provide information regarding:-
- (i) Received calls that have been handled.
 - (ii) Calls that have been send from the system.
 - (iii) Calls handled by a particular operator.
 - (i) Received test calls and the acknowledgement.
- (j) Each calls must be represented by one line in any call window. Each category of call must have configurable background colours.
- (k) All calls sent and received by the system must be printable and stored on the hard drivers. The program should maintain a data base of all DSC calls and system event. All stored calls must be available for instant viewing at the work station.
- (l) The following information must be available to the operator:-

(i)	Call ID	A unique data base reference
(ii)	Call time	Time of receipt of call
(iii)	Carrier	VHF/MF/HF frequency on which the call was send or received
(iv)	Call category	Distress, Safety, Urgency or Routine
(v)	Distress ID	MMSI of the vessel in distress
(vi)	EOS	End of sequence symbol
(vii)	Format	The format specific distress, all ships individual, geographic area group etc.
(viii)	Sender MMSI	-

(ix)	Nature of Distress	Fire, Flooding, Man over Board, Piracy Attack, Inclement Weather etc
(x)	Operator	Name of the operator who handled the calls
(xi)	Parity errors	The number of parity errors detected within the received calls
(xii)	Position	The position information contained within the call
(xiii)	Relayed	The number of times received distress call has been relayed by the system
(xiv)	Rx frequency	The VHF channel or MF/HF frequency for subsequent communication
(xv)	Tx frequency	VHF channel or MF/HF frequency subsequent communication
(xvi)	Status	A graphical indicator showing status of calls e.g. checked off, acknowledged, failed(sent calls)etc.
(xvii)	The recipients MMSI for individual or group calls	

(m) The operator must be capable to generate calls by editing calls which have been sent previously

(n) The system must be capable to automatically acknowledged the test calls and view the test calls and their acknowledgement

(p) The software used to meet the requirement, above should have different level of security access.

(q) The software must allow the operator to use only mouse and keyboard to achieve all the tasks.

(r) It shall be possible to remote control VHF/MF/HF/INM'C'/NAVTEX receiver equipment from the workstation.

(s) Each workstation must be provided with two high end (Dot matrix and colour printer each) for printouts of system Log, reports and NAVTEX Reception.

(t) There should not be any single point of failure.

(u) **Video Display Unit.** A large Video wall unit LED (72") will be required and connected to each work station for monitoring of operation.

(v) The operator work station should have provision of minimum 4 TB allocated for storage of distress messages received.

(w) **GMDSS Module Requirement** On advancement of technology and availability of new version of GMDSS equipment, following features are to be incorporated in the GMDSS console:-

- (i) Chart interface to represent ship with respect to which distress alert has been received for better appreciation of location.
- (ii) Module for integration with VHF DSC of Coastal Static Chain Network (ICG will provide ICD documentation for integration)
- (iii) Module for integration with Maritime Rescue Control Centres (MRCC)/Maritime Rescue Sub Centres (MRSCs)(ICG will provide ICD documentation for integration).
- (iv) Vessel Database Module to automatically log details of vessels for which distress alerts have been received and to manually feed details of other vessels.
- (v) Call, Initiate DSC and Acknowledge DSC directly from chart.
- (vi) Application based Software for broadcasting of alerts at MRSC GMDSS console to pre-designated mobile number.

PART –V: EMI AND EMC SPECIFICATIONS

12. **Electromagnetic Interference (EMI) and Electromagnetic Compatibility(EMC)** The GMDSS console comprising of VHF Tx/Rx with DSC, MF/HF Tx/Rx with DSC, INMARSAT 'C' with EGC and NAVTEX receivers should be capable of operating in the prevalent electromagnetic environment. The co-locations of these equipment with its accessories like Antenna and others peripherals should not create any interference and degradation in performance of any of the existing equipment. The equipment should meet the EMI/EMC standard laid down in IEC 60945(or latest version) applicable for Maritime Navigational Radio Communication equipment system

PART –VI: OPERATIONAL MAINTENANCE

13. **Design and fitment.** The system is to be designed in a way so that the user can handle it with comfort. Control and display of maximum components should be made available to the operators at a single location.

14. **Repair and Maintenance Philosophy.** The repair and maintenance philosophy of the GMDSS console will be in the form of eight (08) years Comprehensive Annual Maintenance Contract post two (02) years of Warranty period on acceptance of the equipment post Installation and Commissioning.

15. **Operational Temperature.**

- (a) Above Deck Units - 0°C to +55°C.
- (b) Below Deck Units - 0°C to +50°C.



PART –VII: MISCELLANEOUS

16. **Antenna System.** All equipment is required to be provided with antennas and all associated equipment or accessories. The vendors are essentially required to visit the CG sites for evolving a workable antenna solution. The antenna solution should be designed to achieve maximum efficiency of the equipment fitted and to ensure that no transmission or reception is lost. Should there be a requirement to locate the receiver's antenna remotely, the connectivity to the remote site including hardware and leased lines would be provided by the vendor. All the in-way jobs associated with the fitment of antenna including civil works remains under the preview of the vendor. The antenna design should be a workable and economical catering for high level of redundancy, space management and ensure all time connectivity with the ships at sea in Indian Search and Rescue region.

17. **Protection Requirements.** The equipment shall have a terminal for grounding the rack or racks. Protection against short circuit or open circuit in accessible points shall be provided. All switches and controls on front panel shall have suitable safeguards against accidental operation. The equipment shall be adequately safeguarded to prevent entry of dust, insects and lizards. The operating personnel shall be protected against shock hazards as per IS 8437 "Guide on the effect of current passing through the human body". The equipment shall conform to latest relevant IS IEC publications on "Safety of Information technology equipment including electrical business equipment" and "Safety requirements of radio transmitting equipment's".

18. **ITU-R compliance (latest version).** The system must be compliant with the published operational and technical requirements specified by the IMO and ITU that include the following documents (or latest) that are applicable to the extent specified. In case of a conflict between this specification and the applicable documents, the current applicable document shall take precedence.

- (a) ITU Recommendation ITU M 476 'direct printing telegraph in Maritime Mobile services'.
- (b) ITU Recommendation ITU M 493-10 'Digital Selective Calling System for use in Maritime Mobile Service'.
- (c) ITU Recommendation ITU M 540 'Operational and Characteristics for an automated direct printing telegraph system for the promulgation of the navigational and metrological warning and urgent warning to the ships'.
- (d) ITU Recommendation ITU M 541-8 'Operational Procedures for use of Digital Selective Calling in Maritime Mobile services'.
- (e) ITU Recommendation ITU M 625 ' Directs Printing telegraphs equipment employing automatic identification in maritime mobile services'.

19. **Documentation.** Technical manual with block schematic diagrams shall be provided. The complete layout and circuit diagrams of various assemblies with test voltages and waveforms at different test points of the units shall be provided wherever required. All aspects of installation, operation, maintenance and repair shall be covered in the manuals. The soft copy as well as and hard copy of the manuals shall also be provided. The manual shall include the following:-

- (a) Safety measures to be observed in handling the equipment
- (b) Precautions for Installation, Operation and Maintenance.
- (c) Test jigs and fixtures required and procedures for routine maintenance, preventive maintenance, and troubleshooting and sub-assembly replacement.
- (d) Illustration of internal and external mechanical parts.
- (e) The detailed description about the operation of the software used in the equipment including its configuration procedure installation, loading and debugging etc.

20. **Grounding Requirement.** All components of GMDSS console will be grounded in such a manner so as to minimize ground loops and common ground returns for signal and power circuits and provide effective shielding for signal circuits.

21. **Product Support** The product support for GMDSS console will be in the form of Comprehensive Annual Maintenance Contract (CAMC) for period of 06 years post warranty period of 02 yrs. The Manufacturer or SELLER shall provide product support through their service centres located across country during the period of CAMC. The CAMC will include supply of all consumable and non-consumable spares by the SELLER during the CAMC period.

22. **Connectors.** The console should have the facility for provision of necessary connectors for its operations and interfacing. These connectors should meet all the system operational requirements.

23. **User Interface.** The GMDSS console should be compact with modular structure to fit all the GMDSS equipment viz MF/HF Tx/Rx, VHF Tx/Rx, INMARSAT 'C' and NAVTEX receivers. The console is to be configured to match the GMDSS requirements utilising the limited space available.

24. **Power Supply Requirement.** The equipment should be working in 230V, 50 Hz single phase. In order to have uninterrupted operations, the power supply backup is required to be provided for equipment and work station.

25. **UPS** 12 hours backup for continuous running of work station and INMARSAT terminals during power breakdown. The UPS should be On-Line sine wave output.

26. **Type Approval Certificate.** The vendor is to provide valid Type Approval certificates i.a.w. Marine Equipment Directive (2014/90/EU) or competent authorities for all the equipment specified in technical specifications.

27. * **Amendments to Technical Specification.** In the event of IMO reviewing the technical specifications of the GMDSS consoles, the vendor shall provide equipment confirming to the amended or latest specifications up to the date of submission of bids.

PART –VIII: ABBREVIATIONS

<u>ABBREVIATIONS</u>	<u>DESCRIPTION</u>
GMDSS	Global Maritime Distress Safety System
MRCCs	Maritime Rescue Co-ordination Centres
MRSCs	Maritime Rescue Sub Centres
ISRR	Indian Search and Rescue Region
SAR	Search and Rescue
DSC	Digital Selective Calling
SART	Search and Rescue Transponder
NAVTEX	Navigational Telex
MSI	Maritime Safety Information
AIS	Automatic Identification System
CSS	Chain of Static Sensors
EGC	Enhanced Group Calling
IMO	International Maritime Organization
COPD	Colored Common Operator Picture Display
GUI	Graphical User Interface
PTT	Press to Talk
EMC	Electromagnetic Compatibility
EMI	Electromagnetic Interference
CAMC	Comprehensive Annual Maintenance Contract
ITU-R	International Telecommunication Union Radio Communication
IEC	International Electro Technical Commission

-End-

Annexure-I to Appendix A

(Refers to Para 10 of Part-1 of RFP)

END USER ALLOCATION OF 28 GMDSS CONSOLE OF MRSCs

Sl	Unit	Qty	Place
(a)	ICGS Diglipur(DHQ-9)	01	Diglipur (A & N Island)
(b)	ICGS Campbell Bay(DHQ-10)	01	Campbell Bay (A & N Island)
(c)	ICGS Kavaratti(DHQ-12)	01	Kavaratti(L & M Island)
(d)	ICGS Jakhau	01	Jakhau(Gujarat)
(e)	ICGS Mundra	01	Mundra(Gujarat)
(f)	ICGS Okha	01	Okha(Gujarat)
(g)	ICGS Vadinar	01	Vadinar(Gujarat)
(h)	ICGS Veraval	01	Veraval(Gujarat)
(j)	ICGS Pipavav	01	Pipavav(Gujarat)
(k)	ICGS Dahanu	01	Dahanu(Maharashtra)
(l)	ICGS Murud Janjira	01	Murud Janjira (Maharashtra)
(m)	ICGS Ratnagiri	01	Ratnagiri (Maharashtra)
(n)	ICGS Karwar	01	Karwar(Karnataka)
(p)	ICGS Beypore	01	Beypore(Kerala)
(q)	ICGS Vizhinjam	01	Vizhinjam(Kerala)
(r)	ICGS Androth	01	Androth(L & M Island)
(s)	ICGS Minicoy	01	Minicoy (L & M Island)
(t)	ICGS Mandapam	01	Mandapam (Tamil Nadu)
(u)	ICGS Kakinada	01	Kakinada(Andhra Pradesh)
(v)	ICGS Puducherry	01	Puducherry(UT Puducherry)
(w)	ICGS Krishnapatnam	01	Krishnapatnam(Andhra Pradesh)
(x)	ICGS Karaikal	01	Karaikal(Tamil Nadu)
(y)	ICGS Gopalpur	01	Gopalpur(Odisha)
(z)	ICGS Frazerganj	01	Frazerganj(West Bengal)
(aa)	ICGS Nizampatnam	01	Nizampatnam(Andhra Pradesh)
(ab)	ICGS Hutbay	01	Hutbay(A & N Island)
(ac)	ICGS Mayabunder	01	Mayabunder (A & N Island)
(ad)	ICGS Kamorta	01	Kamorta(A & N Island)
	Total	28	

Appendix B to RFP
(Refers to Para 31, 34(b) & 35)

COMPLIANCE TABLE

For procurement of 28 GMDSS console for 28 MRSCs

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 1 to 58)			
Technical Parameters as per Appendix A			
	Essential Parameters 'A'		
	Essential Parameters 'B' (if applicable)	Not applicable	
	Enhanced Performance Parameters (if applicable)	Not applicable	
Commercial Parameters as per RFP			
	Performance-cum-Warranty Guarantee as per Para 2, Appendix-F of RFP		
	Advance Payment Bank Gurantee as per Para 1.4.1 of Appendix-F of RFP		
	Earnest Money Deposit as per para.....of RFP(indicate amount of EMD)	Not applicable	

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 Joint Receipt Inspection and applicable till 24 months from the date of completion of installation and commissioning of the project. (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 07 days of notification of such defect by the **BUYER** provided that the goods are used and maintained by the **BUYER** as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration **of downtime**. Record of the down time would be maintained by user in log book. Spares **and all consumables** required for warranty repairs shall be provided free of cost by **SELLER**. The **SELLER** also warrants that the special oils and lubricants required for the warranty repair of the equipment shall be provided by the **SELLER** himself. **All activities including diagnosis, rectification, calibration, transportation etc, required for making equipment serviceable and available would be the SELLER's responsibility.** The **SELLER** also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the **BUYER** and the **SELLER**. The **SELLER** shall intimate the assignable cause of the failures.
4. **SELLER** hereby warrants that necessary service and repair backup during the warranty period, including routine maintenance beyond Unit Level, shall be provided by the **SELLER** and he will ensure that the **cumulative downtime period for the equipment does not exceed 20% of the warranty period.**
5. If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds 20 % of the warranty period **or a common defect is noticed in more than 25% of the quantity of goods with respect to a particular item/component/sub-component, that complete item/equipment shall be replaced free of cost by the SELLER** within a stipulated period of **30** days of receipt of the notification from the **BUYER** duly modified/upgraded through design improvement in all equipment supplied/yet to be supplied and ESP supplied/yet to be supplied.

6. SELLER shall associate technical personnel of maintenance agency and QA of BUYER during warranty repair and shall provide complete details of defect, reasons and remedial actions for averting recurrence of such defects.
7. In case the complete delivery of the Engineering Support Package is delayed beyond the period stipulated in this contract, then the SELLER undertakes that the warranty period for the goods/stores shall be extended to that extent.
8. **The SELLER warrants that the goods supplied will conform to the Temperature conditions as mentioned at Appendix A to RFP.**



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 a 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 infringement 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)

(Authorised to sign with authorisation letter)

Date:-

Place:-

PRODUCT SUPPORT
REPAIR AND MAINTENANCE PHILOSOPHY

1. The repairs and maintenance support for the GMDSS consoles shall be provided in the form of six (06) years Comprehensive Annual Maintenance Contract (CAMC) after Two years of warranty on acceptance of the equipment post Installation and Commissioning. The SELLER shall provide product support through their service centres located across county during the period of All Inclusive Annual Maintenance Contract.

Scope of AIAMC/CAMC

2. The CAMC will include supply of all consumable and non-consumable spares by the firm during CAMC period. Any defects occurring in the system will be required to be rectified within 7 days of notifications. Towards this, the SELLER will be required to place sufficient stock of spares at their service centres for early repairs. The BUYER will not procure and hold any onboard and B & D spares. Record of downtime due to failure/defects during CAMC period would be maintained by the user in a log book, which will also be signed by representatives of the vendor. The cumulative downtime for any GMDSS consoles should not exceed 15 days in six months CAMC period.

3. The SELLER shall maintain a consolidated log book at its central location and also at each unit to be kept with Coast Guard wherein the corrective preventive maintenance undertaken by the SELLER shall be entered and the same shall be countersigned by the BUYER. Replacement of any part shall be done with the approval of Coast Guard and record is to be maintained with the system-in-charge.

4. The SELLER shall bear all expenditure towards travelling, boarding and lodging for the representatives incurred while executing the Comprehensive Annual Maintenance Contract (CAMC).

5. To sustain and support platform/equipment through its operational life-cycle, Product Support requirements for at least 6 years beyond the warranty period will be procured along with the main equipment. The equipment could be provided product support through any one or combination of the following details which are elucidated in subsequent paragraphs:-

- (a) Engineering Support Package (ESP)
- (b) Comprehensive Annual Maintenance Contract (CAMC)

Engineering Support Package (ESP)

6. ESP is the basic engineering support the Seller needs to provide to the Buyer/ICG for undertaking essential repairs and maintenance of the equipment during its exploitation.



These repairs and maintenance would be in consonance with the Maintenance Philosophy enunciated above. ESP would constitute the following aspects:-

- (a) Technical Documentation.
- (b) Training.

7. Special Maintenance Tools / Special Test Equipment and Test Jigs (SMTs/STEs/Test Jigs). Not Applicable

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

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

9. **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

10. **Training.** A training package for operators and maintenance personnel to undertake operation and maintenance of equipment as stipulated in respective contract, would be required to be carried out in English language. Requirements such as training aids, projection system, complete equipment with accessories, technical literature, spares, test equipment, test set up, charts, training handouts, power point presentations, Computer Based Training (CBT), Documentation, Simulators etc will be provided by the Seller for the conduct of training. Training should preferably be conducted before the induction of the equipment. The Seller will provide the Operator and Maintenance & Repair training, for the duration, strength and locations specified in the RFP and Contract.

11. **Comprehensive Annual Maintenance Contracts (CAMC)** Comprehensive Annual Maintenance Contracts are concluded for a pre-determined period in multiples of Annum. The scope of CAMC, in addition to services of the Specialists as mentioned for AMC, include provisioning of spares, tools and equipment as required for Maintenance and Repair of the equipment. In this arrangement, the OEM will ensure that the down time of the equipment does not exceed the minimum period stipulated in the CAMC. In such cases, Engineering Support Package may be reduced proportionately based on the operational requirements and functional sensitivities such as geographical spread, remote location, poor connectivity, intense threat environment precluding employment of civil support, etc. CAMC will include all corrective and preventive maintenance of the systems, equipment and machinery in satisfactory working order and 'Planned Preventive Maintenance' (PPM), repairs, servicing, calibration, replacement of defective parts, sub-assemblies, equipment, preservation /de-preservation as applicable. All equipment supplied under the proposed contract will be maintained on site by the Seller. CAMC will ensure performance of the equipment in the range and accuracies as set in equipment Technical Manual. The equipment proposed to be under CAMC would be listed along with their locations. An equipment repair Log book will be maintained to keep a record of the equipment down time during defect rectification. The scope of work would also involve the following:-

(a) **Preventive Maintenance.** The maintenance of the equipment is to be carried out by the Bidder at the Buyer premises. The equipment will be maintained as per the OEM specified maintenance schedules and equipment manuals. However, the number of visits by the Bidder to the customer premises should be at least once

in a year or as agreed to in the contract. The preventive maintenance team visiting the unit should be composite and possess sufficient expertise and spares to carry out preventive maintenance activities and resolve any pending unserviceability issues of the equipment.

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

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

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

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

(i) Upgrades, patches, fixes to the OS and the Application software.

(ii) Back-up and restoration of software, as and when required.

(iii) No malware certificate.

(iv) Version of the software and IV & V (Independent verification and validation) certificate as per the applicable CMM Level, depending on the criticality of the equipment.

(v) Method of checking the health of the software and debugging methods.

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

Annexure I to Appendix E
(Refers to Para 8 of Appendix E)

TECHNICAL LITERATURE

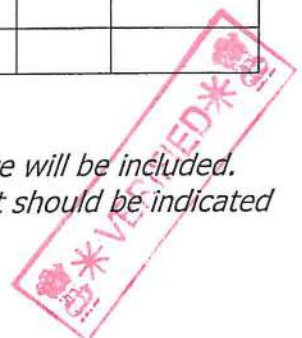
EQUIPMENT: 28 GMDSS Console for MRSCs

Original Equipment Manufacturer (OEM):

<u>Ser No.</u>	<u>Technical Literature</u>	<u>Unit Cost</u>	<u>Scale For equipm</u>	<u>Total Cost</u>	<u>Remarks</u>
1.	User Handbook/operators Manual				
2.	Design Specifications				
3.	Technical Manual. (a) <u>Part I.</u> Tech description, specifications, functioning of various Systems. (b) <u>Part II.</u> Inspection/Maintenance tasks, Repair procedures, materials used, fault diagnosis (c) <u>Part III.</u> Procedure assembly/disassembly, repair up to component level, safety precautions. (d) <u>Part IV</u> (i) Part list with drawing reference				
4.	CDs of the above Tech literature				
5.	Any other (specify)				

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 remarks column.



COMMERCIAL CLAUSES

1. **Payment Terms**

1.1 **INCOTERMS for Delivery**

1.1.1 The delivery of goods will be based on DPP INCOTERMS-2020 with ultimate consignee as per Annexure-I of Appendix 'A'.

1.2 **Currency of Payment**

1.2.2 The 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 final price negotiated by CNC including taxes and duties applicable at the time of signing of Contract.

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

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

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

1.3.5 All Bank Guarantee(s) requirements viz Advance Payment Bank Guarantee (APBG), Performance-cum-Warranty Bank Guarantee (PWBG), Additional Bank Guarantee (ABG), Performance Bank Guarantee (PBG) etc are to be submitted as per following:-

1.3.5.1 In case of Indian Bidders, the Bank Guarantee(s) shall be from any Indian Public or Private Scheduled Commercial Bank.

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

1.4.1 **Advance Payment.** Fifteen (15) % of the Base Contract Price shall be paid within thirty (30) days of submission of claim and a Bank Guarantee for the equivalent amount, subject to correction and acceptability of the documents submitted. The prescribed format of the Advance Payment Bank Guarantee (APBG) is placed at Annexure I to Appendix F. The Advance Payment Bank Guarantee (APBG) will be deemed to be proportionately and automatically reduced until full extinction along with and prorated to value of each delivery, as evidenced by corresponding copy of document proving delivery and invoices of goods/services supplied/provided. The date of delivery would be reckoned from the date of release of Advance payment by the Buyer to the Seller (T₀), provided the Seller submits the documents mandated by the DAP for release of advance by the Buyer within 45 days of signing of contract. In the event of the Seller not submitting the said documents within 45 days of signing of contract, the period between the 45 day and actual submission of documents will be excluded from the actual date of advance payment to arrive at the delivery date.

1.4.2 **On Dispatch.** Forty (40) % of the base contract price of deliverables shall be paid on proof of dispatch of deliverables to the consignee and on production of an inspection note issued by the buyer designated inspection agency. Number and date of the Railway/Road/Air Transport receipt under which the deliverables charged for in the bill are dispatched by rail/road/Air and the number and date of letter with which such receipt is forwarded to the consignee, should be quoted on the bill. The payment will be made by PCDA/CDA R K Puram, New Delhi through Electronic Fund Transfer (EFT) on submission of following documents: -

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

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

1.4.4 **On Delivery.** Twenty 20% of the contract price of deliverables shall be paid on completion of JRI post delivery and issue of JRI Certificate/Certified Receipt Voucher (CRV) issued by the Buyer.



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

1.4.6. **Installation and Commissioning Charges.** The Installation and Commissioning Charges alongwith taxes as specified in RFP will be paid full on pro-rate basis on acceptance of the equipment post commissioning. The mode of payment could be either LC as mentioned above or through DBT. Payment through DBT will be made within 30 days of receipt of Original Invoices and end user acceptance certificate.

1.4.7 **Training Charges.** Training Charges along with taxes as specified in RFP will be paid to the SELLER on completion of complete training and BUYER certifying to this effect. The PCDA (Navy), RK Puram New Delhi will release the payment through Cheque/EFT.

1.4.8 **Part-Dispatch/Part-Shipment.** Part-dispatch or part-shipment of goods is not permitted

1.4.9 **CAMC Payments.** Comprehensive Annual Maintenance Charges (CAMC) alongwith taxes would be paid half yearly, at the end of half year period, against the Performance Cum Guarantee which is to be submitted before the commencement of CAMC period shall be equivalent to 5% of the total amount of entire CAMC period of 06 years. Payments will be made by PCDA/CDA New Delhi, RK Puram on submission of User clearance through DBT. Half-yearly payments will be made by PCDA/CDA R K Puram, New Delhi on submission of User clearance certificate through issue of cheque/ECS.

1.4.10 **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 actual whichever is lower.

2. **Performance-cum-Warranty Bank Guarantee Clause.** A Performance – cum-Warranty Bank Guarantee (PWBG) of 5% 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 II to Appendix F**.

3. **Performance Bank Guarantee for CAMC** The Bidder will be required to furnish a Performance Guarantee by the way of a Bank Guarantee of a sum equal to 5 % of the Total Price of **CAMC** 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 CAMC. The format of the Performance Bank Guarantee is to be as per **Annexure II to Appendix F**.

4. **Inspection.** Pre Dispatch Inspection (PDI) would be at the discretion of Buyer/ICG. In addition Joint receipt Inspection (JRI) may also be carried out. If it is PDI, the Bidder should intimate at least 45 days prior to the day when the equipment is to be offered for PDI to enable Buyer's QA personnel to be available for inspection. All the expenses towards PDI will be borne by the Bidder except transportation and accommodation of Buyer's PDI team, which will be deputed at Buyer's 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 representatives of the Seller may be present for inspection after the equipment reaches the concerned destination. The Seller would be informed of the date of JRI.

5. **Liquidated Damages (LD).** In the event of the Bidder's failure to submit the Documents, supply the stores/ goods, perform services, conduct trials, installation of equipment, training and MET as per schedule specified in this contract, the BUYER may, at his discretion withhold cost of the specific lot/batch or 1% of the Project cost, whichever is higher, until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of **1/100** of the **delay percentage** {Delay percentage = (Period of Delay in Delivery in Weeks) x 100 / (Delivery Period in weeks as per contract)} of the Base Contract Price of the delayed/ undelivered stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than **10%** of the contract price of the value of delayed stores/ services (Any extension given by the Buyer for delay attributable to Buyer or Force Majeure Clause to be factored in delivery period).

6. **Payment Deductions and Damages for Shortfalls in CAMC Services** In case the cumulative downtime exceeds 15 (working days) in the Half year, payment will be deducted. The total downtime will be calculated at the end of the Half-year and payments will be deducted. The total payments to be deducted will be calculated as follows:-

(a) Payments would be deducted on pro-rate basis for the duration, by which cumulative downtime exceeds 15 (working days), as follows:-

(i) Per year AMC/ CAMC/PBL/LCSC = 'X1'

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

(iii) Payment Deduction = 'Z1 ',
Where Z1 = [(X1/ Number of days in the year) * Y1]

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

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

Annexure I to Appendix F
(Refers to Para 1.4.1 of Appendix F)

BANK GUARANTEE FORMAT FOR ADVANCE

To

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

1. "Whereas President of India represented by the _____ Ministry of Government of India (hereinafter referred to as BUYER) have entered into a Contract No.....No. of Contract), dated (Date of Contract) with M/s.....Name of SELLER) (referred to as SELLER) and whereas according to the said Contract the BUYER has undertaken to make an advance payment of Rs/ US \$/Euro/PS £/Yen/AUD/SGD being payment of% of the total value of Rs/ US \$/Euro/PS £/Yen/AUD/SGD.....of the said Contract, against issuance of an advance guarantee by a bank."
2. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BUYER intimating that the SELLER is in breach of the Contractual obligations stipulated in the said Contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our total liability under this guarantee shall be restricted to an amount not exceeding Rs/ US \$/Euro/PS £/Yen/AUD/SGD.
3. We undertake to pay to the BUYER any money so demanded notwithstanding any dispute or disputes raised by the SELLER in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the SELLER shall have no claim against us for making such payment.
4. _____ We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the BUYER under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till.....office / Department / Ministry ofcertifies that the terms and conditions of the said Contract have been fully and properly carried out by the said SELLER and accordingly discharges this guarantee.

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

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

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

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

9. Notwithstanding anything contained herein above:-

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

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

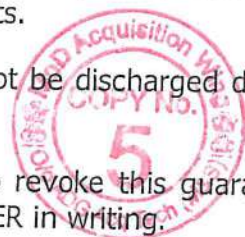
(c) We are liable to pay guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written demand or a claim in writing on or before _____ (Expiry Date).

Dated the _____ day of _____ (month and year)

Place :

Signed and delivered by _____ (Name of the bank)

Through its authorised signatory(Signature with seal)



BANK GUARANTEE FORMAT FOR PERFORMANCE-CUM-WARRANTY

To

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

Dear Sir,

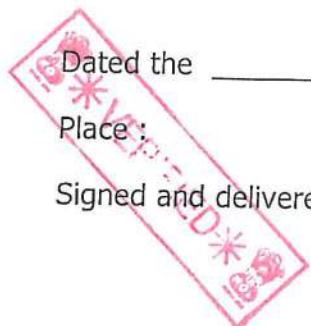
1. Whereas President of India represented by the _____ Ministry of _____, Government of India (hereinafter referred to as BUYER) have entered into a Contract No. _____ dated _____ (hereinafter referred to as the said Contract) with M/s. _____ (hereinafter referred to as the SELLER) for supply of goods as per Contract to the said BUYER and whereas the SELLER has undertaken to produce a bank guarantee amounting to Rs/ US \$/Euro/PS £/Yen/AUD/SGD which is 5% of the Total Contract Price (including taxes and duties) to cover 5% 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)}.....Rupees/ US \$/Euro/PS £/Yen/AUD/SGD only at any instance under this Guarantee. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract. We shall not be entitled to ask you to establish your claim or claims under this guarantee but will pay the same forthwith without any protest or demur. We undertake to effect payment upon receipt of such written demand.

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

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

5. In no case shall the amount of this guarantee be increased.
6. This Performance-cum-Warranty guarantee shall remain valid for a period until three months beyond the warranty period as specified in the Contract i.e. up to .
7. Subject to the terms of this Bank Guarantee, the issuing bank hereby irrevocably authorizes the beneficiary to draw the amount of up to Rs/ US \$/Euro/PS £/Yen/AUD/SGD ___ {5% 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 5% of the Total Contract Price (including taxes and duties) (Rs/ US \$/Euro/PS £/Yen/AUD/SGD only) (Mention BG amount).
8. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of M/s _____. We undertake not to revoke this guarantee during the currency except with previous consent of BUYER in writing.
9. Notwithstanding anything contained herein above:
 - (a) Our liability under this Guarantee shall not exceed Rs/ US \$/Euro/PS £/Yen/AUD/SGD (Rupees only (in words)).
 - (b) This Bank Guarantee shall remain valid until 3 months from the date of expiry of warranty period of the Contract, i.e up to _____ (mention the date) which is 3 months after expiry of the warranty period and the BG shall cease to be valid after _____ irrespective whether the Original Guarantee is returned to us or not.
 - (c) We are liable to pay guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written demand or a claim in writing on or before _____ (Expiry Date).



Dated the _____ day of _____ (month and year)

Place :

Signed and delivered by _____ (name of the bank)

Through its authorised signatory
(Signature with seal)

(Annexure III to Appendix F)

(Refers to Para 7 of Appendix F)**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.....datedfor the supply of.....

Ref: Your letter no dated:

Dear Sir,

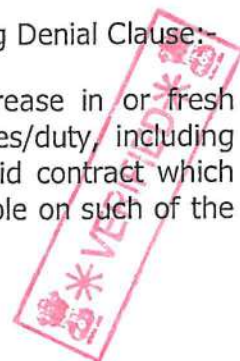
1. You have failed to deliver {the (fill in qty.) of Stores/the entire quantity of Stores} within the contract delivery period [as last extended up to] (fill in date). In your letter under reply you have asked for [further] extension of time for delivery. In view of the circumstances stated in your said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

(Refers to Para 10 of RFP and Para 1.4 of App-F)

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 a Single Lot**

SI	Activity	Delivery Timelines (To + Wks)	Scheme for Payment	Scheme for submission and Return of Advance Payment Bank Guarantees	Remarks
(a)	Signing of Contract (T0)	T0+04	15 % of the base contract price	ABG of equivalent amount to be submitted by Bidder	1 st stage payment
(b)	On Dispatch of all equipment/ system (and associated spares and accessories)	T0+52	40 % of the cost of the deliverables		2 nd stage payment
(c)	On Delivery of all equipment/ system and associated spares and accessories	T0+52	20 % cost of the deliverables	APBG is to be returned on completion of delivery of all equipment/ system	3 rd stage payment
(d)	On Installation/ Commissioning and Final Acceptance Instand training.	T0+78	25% of the cost of deliverables+ Applicable taxes in full		4 th stage payment

(e)	Installation and Commissioning Charges	T0+78	85% of the I & C charges + applicable taxes in full	5 th stage payment
(f)	Training Charges	T0+78	85% of the training charges + applicable taxes in full	6 th stage payment
(g)	CAMC charges	---	Contract	Comprehensive Annual Maintenance Charges (CAMC) alongwith taxes as per price bid format.
				CAMC payment for six(06) years post warranty period of two(02) years

VERIFIED

WING
COPY No. 5
Wing
Wing

EVALUATION CRITERIA AND PRICE BID FORMAT

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

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

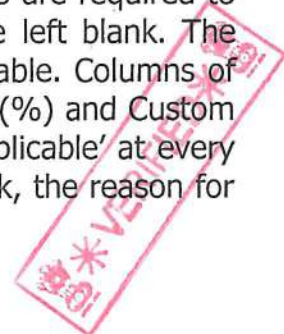
1.2 **In 'Buy (Indian)'Cases'.**

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

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

1.4 If there is discrepancy between the unit price and 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 2below. If there is a discrepancy between words and figures, the amount in words prevail for calculation of price.

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



Ser	Items	Qty	Unit Cost	Total Cost (iii) x (iv)	Indicative Rate of Taxes & Duties used to arrive at Total Cost (as applicable)		Total Cost (including all taxes & duties) (v) + (vi) + (vii)	Remarks
					GST/IGST (%)	Custom Duty (%)		
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)
A.	Cost of Basic Equipment . Full break-up details may be given.							
B.	Cost of Installation / Commissioning							
C.	Cost of Operator's Manual and Technical Literature (in English Language)							
D.	Cost of recommended period of Training excluding the cost of travel and boarding and lodging.							
E.	Any other cost (to be specified).							
F.	Freight and Transit Insurance Cost (where applicable).							
G.	CAMC Cost giving year-wise break-up							

H.	Total Cost (Total of Serial A to G)						#	# This will be used in determining L1 vendor (duly applying provisions of Para 1 above).
J.	Foreign Exchange component of the proposal. (for Indian Vendors only)							This will be with reference to Para 1.2.2 of Appendix F.
K.	CDEC (if applicable), its authority and amount for which required.							

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

3. Evaluation of Bids by DCF Technique

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

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

Where,

NPV = Net Present Value

At = Expected cash flow occurring at the end of year 't' as mentioned in the



Payment schedule of Bid

n = Duration of cash flow stream

r = Discounting Rate

t = The period after which payment is done

The bid with the lowest NPV would be selected.

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

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

3.4 **Structuring Cash Flows for Tenders/Bids Received in Different Currencies.** Where bids are received in different currencies/combination of currencies, the cash outflow will be brought to a common denomination in rupees by converting foreign currency bids into rupees by taking into account the BC selling rate of Parliament Street Branch of State Bank of India, New Delhi on the ERV reckoning date, i.e the last date of submission of Commercial Bids as per RFP. Thereafter, the procedure as described above in Para 3.3 will be applied to arrive at NPV.

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

Year	Dollars	Euros	Pound Sterling	Rupees	Total Cash-flow

STANDARD CONDITIONS OF RFP
LAW

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

ARBITRATION
(For Indian Private Vendors)

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

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

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

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

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

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

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

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

2.9 In the event of a vacancy caused in the office of the arbitrators, the party which nominated such arbitrator, shall be entitled to nominate another in his place and

the arbitration proceedings shall continue from the stage they were left by the retiring arbitrator.

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

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

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

ARBITRATION

(For Central & State PSEs)

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

ARBITRATION

(For Defence PSUs)

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

FORCE MAJEURE

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

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

6.3 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

7.1 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.

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

INTEGRITY PACT

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

- (a) A pact (contract) between the Government of India (Ministry of Defence) (the authority or the "principal") and those companies submitting a tender for this specific activity (the "bidders");
- (b) An undertaking by the principal that its officials will not demand or accept



any bribes, gifts, etc., with appropriate disciplinary or criminal sanctions in case of violation;

- (c) A statement by each bidder that it has not paid and will not pay, any bribes;
- (d) An undertaking by each bidder that he shall not pay any amount as gift, reward, fees, commission or consideration to such person, party, firm or institution (including Agents and other as well as family members, etc., of officials), directly or indirectly, in connection with the contract in question. All payments made to the Agent 12 months prior to tender submission would be disclosed at the time of tender submission and thereafter an annual report of payments would be submitted during the procurement process or upon demand of the MoD.
- (e) The explicit acceptance by each bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning bidder until the contract has been fully executed;
- (f) Undertakings on behalf of a bidding company will be made "in the name and on behalf of the company's chief executive officer";
- (g) The following set of sanctions shall be enforced for any violation by a bidder of its commitments or undertakings:
- (i) Denial or loss of contract;
 - (ii) Forfeiture of the Guarantee for Performance-cum-Warranty Bond (after signing of contract)
 - (iii) Payment to the Buyer of any such amount paid as gift, reward, fees or consideration along with interest at the rate of 2% per annum above LIBOR rate.
 - (iv) Refund of all sums already paid by the Buyer along with interest at the rate of 2% per annum above LIBOR rate.
 - (v) Recovery of such amount, referred to in (iii) and (iv) above, from other contracts of the Seller with the Government of India.
 - (vi) At the discretion of the Buyer, the Seller shall be liable for action as per extant policy on Putting on Hold, Suspension and Debarment of Entities.
- (h) Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.
- (j) The draft Pre-Contract Integrity Pact is attached as **Annexure I to this Appendix**. The vendors are required to sign them and submit separately along with the technical and commercial offers.

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

AGENTS

9. 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

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

Annexure I to Appendix H
Refer to para 8.1(j)

PRE-CONTRACT INTEGRITY PACT

General

1. Whereas the PRESIDENT OF INDIA, represented by Deputy Director General (Ops & CS)/Major General & equivalent, Service Headquarters./Coast Guard, Ministry of Defence, Government of India, hereinafter referred to as the Buyer and the first party, proposes to procure (Name of the Equipment), hereinafter referred to as Defence Stores and M/s represented by, Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Seller and the second party, is willing to offer/has offered the Defence stores.
2. Whereas the Bidder is a private company/public company/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Ministry of the Government of India performing its functions on behalf of the President of India.

Objectives

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

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

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

Commitments of the Buyer

4. The Buyer commits itself to the following:-

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

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

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

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

Commitments of Bidders

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

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

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

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

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

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

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

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

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

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

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

7. **Previous Transgression**

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

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

8. **Company Code of Conduct**

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

9. Sanctions for Violation

9.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:

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

(b) Performance-cum-warranty bond post signing of contract shall stand forfeited either fully, partially as decided by the Buyer and the Buyer shall not be required assigned any reason therefore.

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

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

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

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

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

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

(j) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to debar the Bidder from the bid process or rescind the contract without payment of any compensation to the Bidder. The term '**close relative**' for this purpose would mean spouse

whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

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

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

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

10. **Fall Clause**

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

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

11. **Independent Monitors**

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

- (a) Shri Ravi Kant, IAS/Bihar(1984)(Retd)
Appointment No 502, Tower-1, M3M Merlin,
Sec 67, Gurugram-122001(Haryana)
Mob No 9953555566, email:- 84ravikant@gmail.com
- (b) Dr Prabhat Kumar, IAS-UP(1985)(Retd)
C-120, Sec 39, Noida-201301
Gautam Budh Nagar(UP)
Mob 9810530048, email:- prabhatfamily@gmail.com
- (c) Shri Chet Ram, IRS(1985)(Retd)
Flat No A203, Building Gemini, Gladys Alwares Marg
Hiranandani Meadows, Off – Pokhran Road No 2
Thane (W) Maharashtra- 400610
Mob 9869479987, email:- cr_koli@yahoo.com

11.1A All communications to Independent Monitors will be copied to Director (Vigilance). The Designation and Contact details of Director (Vigilance) are as follows:-

Shri Rajiv Verma
Director (Vigilance)
Block 'A'
GPO Complex, INA
New Delhi-110023

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

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

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

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

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

12. **Examination of Books of Accounts**

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the

relevant financial documents in English and shall extend all possible help for the purpose of such examination.

13. Law and Place of Jurisdiction

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

14. Other Legal Actions

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

15. Validity

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

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

16. The Parties hereby sign this Integrity Pact at on

MINISTRY OF DEFENCE,
GOVERNMENT OF INDIA

Witness

1. _____
2. _____

BUYER

CHIEF EXECUTIVE OFFICER

Witness

1. _____
2. _____

BIDDER

Appendix J
(Refers to Para 7 of RFP)

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

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

Sl No	Parameter	For all Cases except Shipbuilding (Ch XII), Make (Ch III & IV) and Strategic Partnerships (Ch VII)
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. (In case SHQ feels that for particular equipment a lesser experience could be accepted, then the same should be specifically approved by the RFP approving authority before including the same in the RFP).
3	Others	
a	Industrial License	Possesses 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. This bid is reserved for MSMEs.

**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 is 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 6 of RFP	Declaration by Bidder : Debarment of vendors
2.	Para 19 of RFP	Declaration by Bidder: Government Regulation
3.	Para 20 of RFP	Declaration by Bidder: Obligations Relevant to Transfer of Conventional Arms
4.	Para 22 of RFP	Declaration by Bidder : Patent Rights
5.	Para 26 of RFP	Declaration by Bidder : Fall Clause
6.	Para 33 of RFP	Technical document covering performance parameters.
7.	Appendix B	Compliance Table
8.	Appendix C	Warranty Clause
9.	Appendix D	CERTIFICATE: Malicious Code
10.	Annexure-I to Appendix E	Technical Literature
11.	Appendix G	Price Bid
12.	Annexure-I to Appendix H	Pre-Contract Integrity Pact

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
GoI	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