



सत्यमेव जयते
Ministry of Defence
Government of India

REQUEST FOR PROPOSAL

BY

**MINISTRY OF DEFENCE, GOVERNMENT OF INDIA FOR PROCUREMENT OF 1868
(ONE THOUSAND EIGHT HUNDRED SIXTY EIGHT) NUMBERS OF 1 TO 2 TON
ROUGH TERRAIN FORK LIFT TRUCK (RTFLT) WITH ATTACHMENTS UNDER
CATEGORY BUY (INDIAN)**

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

This document contains 104 pages including cover page and Appendices.

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File No 75961/RTFLT/GS/CD-6/RFP Cell

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 Technical (Army)
 Room No 30, Ground Floor
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17 Aug 2022

To

**REQUEST FOR TECHNICAL AND COMMERCIAL PROPOSAL FOR PROCUREMENT
 OF QUANTITY 1868 (ONE THOUSAND EIGHT HUNDRED AND SIXTY EIGHT)
 NUMBERS OF 1 TO 2 TON ROUGH TERRAIN FORK LIFT TRUCK (RTFLT) WITH
 ATTACHMENTS**

CATEGORY : BUY (INDIAN)

Dear Sir/Madam,

1. The Ministry of Defence, Government of India, intends to procure Quantity 1868 **(One Thousand Eight Hundred and Sixty Eight to include 1830 for Indian Army, 30 for Indian Air Force and 08 for Indian Navy) numbers of 1 to 2 Ton Rough Terrain Fork Lift Trucks (RTFLT)** and seeks participation in the procurement process from prospective Bidders subject to requirements in succeeding paragraphs. The entire quantity of procurement would be split between L1 and L2 vendors in the ratio of 60:40 respectively with L1 to provide quantity 1121 (including 879 numbers with Cold Start device) and L2 to provide 747 numbers without cold start device, provided the L2 vendor agrees to the price and terms and conditions negotiated with L1 vendor. In event of L2 not agreeing, the entire quantity of 1868 numbers is to be supplied by L1 Vendor.

Synopsis

2. **Broad Description of Equipment.** The equipment i.e Rough Terrain Fork Lift Truck (RTFLT) is required for extensive material handling in the armed forces. The equipment should be able to operate in Plains, deserts, mountains and High Altitude Areas. The essential and Technical parameter to be met by the equipment is as given in **Appendix A** to this RFP.

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 Annexure(s) with that mentioned in the RFP, information furnished in the main body of the RFP at referred Paragraph is to be followed.

Serial No	Description	Details		Reference Para of the RFP
(a)	Equipment / System required	1 to 2 Ton Rough Terrain Fork Lift Truck (RTFLT) with attachments		Heading and Para 1
(b)	Quantity Required	1868 Numbers		Heading, Para 1
(c)	Categorisation of Procurement	Buy (Indian)		Heading and Para 1
(d)	Minimum IC Content required	Indigenous design $\geq 50\%$ otherwise $\geq 60\%$		Para 7 and note (v) to Para 9 (a) & (b) of Part I
(e)	Place(s) of Delivery	443 x Numbers	NCVD Udhampur	Para 1.2 of Appendix H
		309 x Numbers	CVD Delhi	
		79 x Numbers	CVD Allahabad	
		354 x Numbers	VTP Bhatinda	
		82 x Numbers	COD Dehu Road	
		175 x Numbers	VTP Jodhpur	
		42 x Numbers	OD Avadi	
		266 x Numbers	Vehicle Coy Guwahati	
		110 x Numbers	VD Panagarh	
		02 x Numbers	NAD Karanja	
		02 x Numbers	NAD Visakhapatnam	
		02 x Numbers	NAD Alwaye	
		01 x Number	NAD Karwar	
		01 x Number	NAD Sunabeda	
		Total - 1868		
(f)	Warranty Period	12 Months		Para 11 of Part 1
(g)	Ernest Money Deposit (EMD) Amount	Rupees Two Crore		Para 21 of Part 1
(h)	Last date for submission of Pre-bid queries	07 Sep 2022		Para 23 of Part I
(j)	Date and time for Pre-bid meeting	28 Sep 2022		Para 24 of Part I
(k)	Last date and time for Bid Submission	09 Nov 2022		Para 25 of Part I

4. **Special features of the RFP.** The entire quantity is required to be supplied by L1 and L2 vendors in the ratio of 60:40 respectively (L1 – 1121, L2 – 747). The entire quantity of equipment with cold start device amounting to 879 numbers to be supplied by the L1 vendor as per the delivery schedule given at Para 9(a) of RFP. In case, L2 is unwilling to supply at price and terms and conditions negotiated with the L1 vendor, then the entire quantity of 1868 numbers will be supplied by the L1 Vendor as per the delivery schedule given at Para 9(b). The equipment is to be provided for trials by the prospective bidders on a No Cost No Commitment (NCNC) basis in India.

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

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6. The Government of India invites response to this request from Original Equipment Manufacturers (OEM) or Authorised Vendor subject to the condition that in case where the same equipment is offered by more than one of the aforementioned parties, preference would be given to the OEM.

7. The end user of the equipment is the Indian Armed Forces.

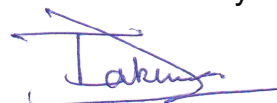
8. This RFP is being issued with no financial commitment; and the Ministry of Defence reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the procurement case at any stage. The Government of India (GoI) also reserves the right to disqualify the Bidder should it be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

9. This RFP is non-transferable.

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

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

Yours faithfully



(Deepak Thakur)

Lt Col

Additional Officer

O/o ADG Acquisition Technical (Army)

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Disclaimer

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

PART I – GENERAL REQUIREMENTS

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

Non-Disclosure

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

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

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

Business Eligibility

(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 or the firm. 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.

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

6. **Pre-Qualification Criteria {for multi-vendor cases in Buy (Indian) cases}**. The detailed Pre-Qualification criteria for the Bidders for participation in the instant procurement case are placed at **Appendix L** to this RFP. All Bidders are to submit details as per the criteria along with the Technical Bids. These would be evaluated by the Technical Evaluation Committee (TEC).

7. **Indigenous Content**. For the purposes of this RFP and the acquisition contract (if any) signed by the Ministry of Defence with successful Bidder, indigenous content shall be as defined under **Para 9 of Chapter I** and **Para 1 of Appendix B to Chapter I** of DAP 2020. In addition, reporting requirements for prime (main) Bidders (and for sub-contractors / suppliers / technology partners reporting to higher stages / tiers) shall be as prescribed under **Para 4 to 7 of Appendix B to Chapter I** of DAP 2020. In case of Bidders claiming to have Indigenous Design, they are required to submit the undertaking to comply with the Indigenous design as per **Appendix A to Chapter I** of DAP 2020, format of which is attached at **Appendix B1** to this RFP. The right to audit Bidder / sub-contractors / suppliers / technology partners shall vest in the Ministry of Defence as prescribed under **Para 10**; and aspects of certification, payments, delivery, withholding of payments and imposition of penalties shall be as prescribed under **Para 11 to 15** thereof. Furthermore, Indian Bidder in, Buy (Indian), category will be required to submit their indigenisation plan in respect of indigenous content as stipulated in **Para 4 to 7 of Appendix B to Chapter I** and **Para 39** of Chapter II of DAP 2020. The DAP 2020 is available at MoD, Gol website (www.mod.nic.in) for reference and free download.

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

9. **Delivery Schedule**. The broad delivery schedule will be as under.

(a) **Supply by both L1 and L2 Vendor, when L2 agrees to Price & Terms and Conditions of L1 Vendor.**

Serial No	From (in months)	T ₀ (in months)	Numbers to be delivered			Remarks
			L1 Bidder		L2 Bidder (without Cold Start Device) Meeting L1 terms and conditions	
			With Cold Start	Without Cold Start		
(i)	T ₀	T ₀ + 12 months	85	15	85	185
(ii)	T ₀ + 13 months	T ₀ + 18 months	213	37	213	463
(iii)	T ₀ + 19 months	T ₀ + 24 months	255	45	255	555
(iv)	T ₀ + 25 months	T ₀ + 30 months	265	35	194	494
(v)	T ₀ + 31 months	T ₀ + 36 months	61	110	-	171
		Total	879	242	747	1868
		Grand Total	1121		747	T ₀ being date of release of advance as per Para 1.5.1 of Appendix H

Notes.

(i) **Manufacturers Recommended List of Spares (MRLS).** The entire range and depth of spares to be delivered depot/Transit point wise on pro rata basis for each lot and the delivery to be completed not earlier than six months and not later than three months before the expiry of warranty period of that lot.

(ii) **Special Maintenance Tools (SMTs) / Special Test Equipments (STEs), and Training Aggregates.** Entire quantity for a particular depot as per delivery location to be delivered along with the first lot of the equipment at that respective depot.

(iii) **Technical Literature.** The quantity to be delivered along with the equipment on pro rata basis at the respective delivery locations. However, the entire quantity for EME and DGQA to be delivered along with the first lot of delivery at respective depots. User Hand Book to be prepared in English.

(iv) **Attachments.** The list of attachments to be supplied is as given in Paragraph 9 of **Appendix A** to this RFP.

(v) All equipment deliveries will be accompanied with a **Certificate of Indigenous Content** as per **Para 11 of Appendix B** and as per **Para 9** of Chapter I of DAP 2020.

(b) **When entire Supply is to be done by L1(when L2 does not agree to Terms and Conditions negotiated with L1).**

Ser No	From (in months)	To (in months)	Numbers to be delivered			Remarks
			With Cold Start	Without Cold Start	Total	
(i)	T ₀	T ₀ + 12 months	85	15	100	T ₀ being date of release of advance as per Para 1.5.1 of Appendix H
(ii)	T ₀ + 13 months	T ₀ + 18 months	213	37	250	
(iii)	T ₀ + 19 months	T ₀ + 24 months	255	45	300	
(iv)	T ₀ + 25 months	T ₀ + 30 months	265	35	300	
(v)	T ₀ + 31 months	T ₀ + 36 months	61	239	300	
(vi)	T ₀ + 37 months	T ₀ + 42 months	-	300	300	
(vii)	T ₀ + 43 months	T ₀ + 48 months	-	318	318	
		Sub Total	879	989	1868	
		Total	1868 #			# Including quantity 879 with Cold Start device

Notes.

- (i) **Manufacturers Recommended List of Spares (MRLS)**. The entire range and depth of spares to be delivered depot/Transit Point wise on pro rata basis for each lot and the delivery to be completed not earlier than six months and not later than three months before the expiry of warranty period of that lot.
- (ii) **Special Maintenance Tools (SMTs) / Special Test Equipments (STEs), and Training Aggregates**. Entire quantity for a particular depot/Transit point as per delivery location to be delivered along with the first lot of the equipment at that respective depot.
- (iii) **Technical Literature**. The quantity to be delivered along with the equipment on pro rata basis at the respective delivery locations. However, the entire quantity for EME and DGQA to be delivered along with the first lot of delivery at respective depots. User Hand Book to be prepared in English.
- (iv) **Attachments**. The list of attachments to be supplied is as given in Paragraph 9 of **Appendix A** to this RFP.
- (v) All equipment deliveries will be accompanied with a **Certificate of Indigenous Content** as per **Para 11 of Appendix B** and as per **Para 9** of Chapter I of DAP 2020.

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

11. **Warranty**. The deliverables supplied shall carry a warranty for 12 months. Commencement of warranty will be from the date of acceptance post Joint Receipt Inspection (JRI) whichever is later. Warranty Clause is given at **Appendix C** to this RFP.

12. **In Service Life**. The In Service Life of the equipment shall be stipulated in the offer and should be not less than **09 years/8000 hours, whichever is earlier** from the date of Joint Receipt Inspection (JRI). The Bidder is required to give details of reliability model, reliability prediction and its validation by designer / manufacturer to ensure reliability of stores throughout Service life. The efficacy of reliability model/prediction / validation would be verified during technical and environmental evaluation as indicated in Para 39 of this RFP.

13. **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 09 years/8000 hours including the warranty period. Even after the said mandatory period, the Bidder would be bound to give at least two years notice to the Government of India prior to closing the production line so as to enable a Lifetime Buy of all spares before closure of the said production line. This, however, shall not restrict the Buyer from directly sourcing sub-equipment/sub-assembly and spares from their respective OEMs/sub-vendors on completion of warranty. In case the sub-equipment/sub-assembly/parts require tuning/calibration/integration by the Bidder prior replacement, the same is to be undertaken by the Bidder at fair and reasonable cost, as mutually agreed between Buyer and Bidder.

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

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

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

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

Serial No	Agency	Type of Training	No of Personnel	Location	No of Days per batch	Remarks
(a)	Army	Operation and maintenance for User personnel	300	Vendor premises	10	Eight batches of 40 persons each.
	Air Force		15			
	Navy		05			
(b)	EME (Maintenance agency)	Field level repairs and maintenance	300	Vendor Premises	07	10 batches of 30 persons each. May be combined with User Training, if feasible.
(c)	DGQA	QA Aspects, testing, failure identification	02	Vendor premises	03	One batch

		and maintenance				
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Notes.

- (i) Number of days is the number of working days.
- (ii) All types of training will be conducted at the location as given above.
- (iii) The training to be completed at least one month prior to commencement of the delivery. The schedule of training for the above mentioned locations to be coordinated with DGCE/CE-5B. Any changes in training dates/schedule if required by the Vendor will be on approval of DGCE/CE-5B Directorate.

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

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

20. **Patent Rights.** The Bidder should confirm that there are no infringements of any Patent Rights in accordance with the laws prevailing in their respective countries.

21. **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 G** to this RFP. The Bidder shall also deposit Rupees 02 (Two) Crore as Earnest Money Deposit (EMD) through any of the instruments mentioned therein. This would be submitted in a separate envelope clearly marked as 'EMD' at the time of submission of Technical and Commercial offer. DPSUs are not required to sign the PCIP with Gol in the present RFP, however they will furnish all the BGs as applicable to other Bidders.

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

Bid Timelines

23. Any queries/clarifications to this RFP may be sent to this office by **07 Sep 2022** (date). A copy of the same may also be sent to:-

Directorate of Combat Engineers (DGCE) / CE-5B
E-in-C's Branch, Kashmir House
Rajaji Marg, New Delhi-110011
Fax No: 011-23019675
E Mail – ce5-einc-army@nic.in

24. **Pre-Bid Meeting.** A pre-bid meeting will be organised by SHQ at **1100** hours on **28 Sep 2022** (date) at address mentioned at Para 23 above to answer any queries or clarify doubts regarding submission of proposals. The Bidder or his authorised representative is requested to attend. Necessary details may be sent in advance to **Combat Engineers (CE) Directorate/CE-5B** to facilitate obtaining of security clearance.

25. **Submission of Bids.** The Technical and Commercial Proposal alongwith IP and EMD should be sealed separately in three separate envelopes clearly indicating Technical/Commercial/IP and EMD, as applicable, and then put in one envelope and sealed **(all the envelopes should clearly state the letter Number of the RFP, name of the equipment and Name of the Bidder)** and submitted to the undersigned at the following address by **1400** hours on **09 Nov 2022** :-

Additional Director General Acquisition Technical (Army)
Room No 30, Ground Floor
D-2 Wing, Sena Bhawan
New Delhi – 110011
Tele: 00-91-11-21411986
Fax: 00-91-11-23792414
Email: tmls-mod@nic.in

26. Offer opening by a Offer opening committee will be held at **1100** hours on **10 Nov 2022** at the same venue as indicated at Para 25 above. The Bidder or his authorised representative is welcome to be present at the opening of the proposals. Necessary details may be sent at least one week in advance to facilitate obtaining of security clearance.

PART II – TECHNICAL REQUIREMENTS

27. The second part of the RFP incorporates the aspects of Service Qualitative Requirements (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.

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

29. **Technical Offer.** The Technical Offer must enable detailed understanding of the functioning and characteristics of the equipment as a whole and each sub system independently. It must include the performance parameters as listed at **Appendix A** to this RFP and any other information pertaining to the technical specifications of the equipment considered important/ relevant by the Bidder. The technical proposal should also include maintenance schedules to achieve maximum life and expected life of each assembly/subassembly (or Line Replaceable Unit (LRU)/Shop Replaceable Unit (SRU)), storage conditions/environment condition recommended and the resultant guaranteed in-service. The range and depth of spares included in the proposal should be supported by necessary reliability and prediction model or authenticated by past data on the similar equipment in use. These would be evaluated during FET. Any Bidder found to be providing lesser ESP/MRLS in terms of range and depth will have to make good the deficiency at no extra cost. The revised list of MRLS to this effect is to be submitted prior to Staff Evaluation.

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

31. **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.

32. The technical and commercial 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 and all paragraphs of the RFP. Compliance table should be submitted (along with one soft copy) and only one copy of the commercial proposal is required.

33. **Malicious Code Certificate(if applicable).** The Bidder is required to submit a '**Malicious Code Certificate**' (*only for Electronic items and Software*) along with the Commercial Technical Proposal. The format is placed at **Appendix D** to this RFP.

34. **Field Evaluation.** The Bidder is requested to confirm his willingness to provide the equipment for trial evaluation in India on "No Cost No Commitment" basis when so requested. The Buyer, at his own expense, will depute its representatives for the Field Evaluation trials (FETs). If any part of the FETs are conducted in the Buyer's facilities, the Bidder shall depute his personnel and equipment at his own expenses and bear the cost

of all expenses of trials other than the cost of ranges, platform or facilities which the Buyer may choose to provide free of cost.

35. **Product Support (ESP).** After induction, the 1 to 2 Ton Rough Terrain Fork Lift Trucks (RTFLT) 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 III to Appendix E** to this RFP.

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

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

37. As brought out at Para 29, The range and depth of spares included in the proposal should be supported by necessary reliability and prediction model or authenticated by past data on the similar equipment in use. These would be evaluated during FET. Bidder if found providing lesser ESP/MRLS in terms of range and depth will have to make good the deficiency at no extra cost. The revised list of MRLS to this effect is to be submitted prior to Staff Evaluation (SE). The Buyer would also have the option to amend the MRLS proposed by the Bidder within **02 years** after expiry of the warranty period. The Bidder would either 'Buy Back' the spares rendered surplus or exchange them on cost to cost basis with the spares as required by the Buyer. The said spares would be purchased/replaced by the Bidder, based on the prices negotiated in the contract. The 'Buy Back' clause would not be applicable for additional spares included by the Buyer in MRLS during FET and SE stage, as brought out at Para 29 of RFP.

Evaluation of Technical Offers.

38. 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**. Thereafter, the Bidder would be asked to provide one complete Set of 1 to 2 Ton RTFLT, fully integrated, for Trial evaluation as per trial methodology given at **Appendix G** to this RFP, at a specified location in India at 'No Cost No Commitment' basis.

Field Evaluation Trails

39. For an equipment to be introduced in service, it is mandatory that it successfully clears all stipulated tests/trials/evaluations as per RFP. The trial evaluation process comprises of the following phases.

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

(b) **Technical Trials.** Technical trials will be conducted by Quality Assurance (QA) agency as per Technical Evaluation Plan as per Para 40 to assess conformance to the quality requirements, standards and specifications. Equipment/assemblies/ sub-assemblies will be subjected to environmental tests wherever applicable. As far as possible, physical evaluation will only be carried out of critical parameters and other parameters will be evaluated based on vendor certification duly supported by certification by NABL accredited laboratories/ internationally recognised laboratories. Towards this, Bidder will submit the technical documentation and draft ATP as part of technical bid . QA agencies will finalise ATP in respect of all Bidders during Technical trials.

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

40. The Commercial offers will be opened only of Bidders whose equipment is shortlisted, after technical trials and evaluation and these have been accepted technically. In other words, the equipment would be required to be trial evaluated and found suitable prior to commencement of any commercial negotiation.

Quality Assurance Instructions & Technical Evaluation Plan

41. Bidder is to submit a Draft Acceptance Test Procedure (ATP) along with the Technical bid, as per the QA instructions and Technical Evaluation Plan attached as **Appendix F**. Based on the draft ATP, the ATP will be finalised by the Buyer's QA agency with Bidder during Technical Trials. ATP shall be included in the contract at the time of finalisation with successful bidder. ATP will lay down the tests to be carried out during PDI and JRI. It shall be ensured that there are no repetition of QA tests in PDI and JRI. The JRI would normally be restricted to quantitative checks only. In case PDI/JRI are planned to be conducted by authorised Third Party Inspection (TPI) Agencies, the same will be

spelt out in the QA instructions and the details included in the finalised ATP. QA of equipment will be carried out as per finalised QA plan in the contract. For technical trials by QA agencies, the Bidder will arrange for requisite test facilities at OEM premises/accredited laboratories for establishing conformance. The successful Bidder would also be required to provide those test facilities at OEM premises/accredited laboratories for quality assurance, which are not available with QA agencies. Details of the same will be intimated to the Bidder during finalisation of ATP in Technical trials.

Marking and Packaging

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

- (a) The stores shall be packed as per requirements and taking care to withstand the handling and hazards of transit/transportation with the indicated codification number.
- (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.

43. 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.

44. **Packaging of Deliverables.** The Bidder shall pack or have packed the deliverables where ever as applicable to ensure that each deliverable may be transported in an undamaged and serviceable condition.

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

- (a) The name and address of the consigner and consignee including
 - (i) The delivery destination/address if not of the consignee.
 - (ii) Transit destination/address (for aggregation/disaggregation, onward shipment etc).
- (b) The description and quantity of the deliverables.
- (c) The full part number in accordance with codification details.
- (d) The makers part, catalogue, serial, batch number, as appropriate.
- (e) The contract number.
- (f) Any statutory hazard markings and any handling markings including the mass of any package which exceeds 3 kgs.

PART III - COMMERCIAL REQUIREMENTS

46. 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

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

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

Commercial Bid Opening

49. The Commercial Offer 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.

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

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

Additional Aspects

52. **Standard Conditions of RFP.** The Government of India desires that all actions regarding procurement of any equipment are totally transparent and carried out as per established procedures. The bidder is required to accept our standard conditions furnished at **Appendix K** to this RFP regarding Agents, penalty for use of undue influence and Integrity Pact, access to books of accounts, arbitration and clauses related to Law. These conditions along with other clauses of the Contract form the Standard Contract Document (as at **Chapter VI** of DAP 2020) indicates the general conditions of contract that would be the guideline for all acquisitions. The draft contract would be prepared as per these guidelines.

PART IV : BID EVALUATION AND ACCEPTANCE CRITERIA

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

54. 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.

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

56. **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 short listing the Bidders. The shortlisted Bidders shall be asked to send quantity **One** completely integrated unit of the equipment for Field Evaluation in varying climatic, altitude and terrain conditions. Field Evaluation would be conducted for Essential Parameters-A. A Staff Evaluation will be carried out, which will give out the compliance of the demonstrated performance of the equipment vis-à-vis the requirements. The compliance would be determined only on the basis of the parameters specified in the RFP. The Staff Evaluation will analyze the field evaluation results and shortlist the equipment recommended for introduction into service.

(b) **Evaluation of Commercial Bid.** The Commercial bid of only those bidders will be opened, whose technical bids have been cleared by TEC; equipment has been shortlisted after Field Evaluation(Trials)/Technical Trials and Staff Evaluation; Comparison of bids would be done on the basis of Evaluation criteria given in **Appendix J** to this RFP. The L-1 and L2 bidder would be determined by Contract Negotiation Committee (CNC) on the basis of **Appendix J** to this RFP. Both L1 and L2 bidders would be invited for negotiations, as applicable.

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

Appendix A

(Refers to Para 2 of Synopsis and Para 27, 28, 29, 31(a), 32 and 38 of RFP)

TECHNICAL PARAMETERS FOR 1 TO 2 TON TOUGH TERRAIN LIFT TRUCK (RTFLT)**ESSENTIAL PARAMETERS****Operational Parameters.****1. Environment Conditions.****(a) Temperature.**

(i) **Minimum range** : (-) 5⁰C to (-) 15⁰C.

(ii) **Maximum range** : 40⁰C to 45⁰C

(b) **Altitude.** Upto 4500 Meter above Mean Sea Level ((MSL).

2. Prime Mover. 4x4 with four wheel drive & steer.

3. **Controls & Display.** All controls should be provided in the cabin. Display panel should be provided for the driver to observe comfortably while driving the vehicle/load handling.

4. **Capability.** The load lifting capability at fully retracted boom of the equipment should be not less than two tons and not less than one ton at a forward reach of not less than two meters, at a height of not less than 3.7 Meters in both positions. The vertical (taken from the forward edge of the fork) and horizontal (taken from the front face of the fork arm shank) load centre shall be not less than 500 mm.

5. **Mobility.** The RTFLT should have adequate mobility as under at environmental conditions as at Paragraph 1 above:-

(a) **Speed.** The RTFLT should have travel speed of not less than 25 Km/hr and 10 Km/hr unladen and laden conditions respectively on black top road.

(b) **Carrying Distance.** Should be able to carry a load of 2 tons in fully reacted mode for a minimum distance of 1000 meters on black top road.

(c) **Gradient Negotiation Capacity.** Should be able to negotiate a gradient of at least 20⁰ with 2 ton load on black top road over a 250 meters continuous stretch.

(d) Ground clearance of at least 250 mm.

- (e) Wading depth – Not less than 300 mm without preparation in un-laden condition.
6. **Endurance**. The RTFLT should be able to sustain at least six hours of continuous lift and telescoping of 1 to 2 ton load from close and up to the maximum reach & high.
7. **Fuel Tank Capacity and Endurance**. Fuel tank capacity should be adequate for sustaining eight hours of continuous lift operations.
8. **Weight and Dimensions**. The weight (not more than 5.5 Tons) and dimensions of the RTFLT should enable its transpiration by road/rail/air.
9. **Attachment**. The following attachments shall be provided with each RTFLT:-
- (a) **Forks**. Twin forks of alloy/carbon steel of length not less than 1000 mm.
 - (b) **Sleeve Fork Extension**. Should be of similar materials as that of the fork and length not less than 1500 mm for handling of longer loads.
 - (c) Crane attachment to lift loads upto one ton.
 - (d) Barrel lifting attachment for lifting one 200 liter filled barrel.
 - (e) **Man Platform**. Enclosed platform with a reach of not less than 3.7 meters and load capacity of not less than 200 Kg.
 - (f) **Quick Coupler**. Universal quick coupler for ease of attaching/detaching attachments.
10. **Driver/Operator's Cabin**. The Rollover Protection System (ROPS) & Falling Object Protective Structure (FOPS) operation's cabin should accord unrestricted view of the lifted load and all round visibility to the operator. The cabin shall have the following:-
- (a) The driver/operator's seat should be adjustable bucket type with safety belts.
 - (b) Bracket for replacement of driver/operator's personal weapon.
 - (c) Heating, Ventilation and Air Conditioning (HVAC) arrangements to maintain a cabin temperature of 23°C in operating conditions as at Para 1 above.
 - (d) Wipers electric motor operated.
 - (e) Internal lights.
 - (f) Sun visor.
 - (g) Rear view mirror - 02 Numbers.

Technical Parameters.

11. **Engine**.
- (a) **Type of Engine**. Turbocharged diesel engine.
 - (b) **Emission Norms**. CEV Stage IV norms.

12. **Steering.** Power assisted steering with all wheel steer mechanism.
13. **Electrical System.** 12V/24V electrical system with commercially available battery. Battery isolating switch be provided.
14. **Transmission.** Suitable transmission system with forward and reverse gears/Selector and high-low speed selector for creep speed.
15. **Axle.** All wheel drive with Rear Oscillating axle with 100 mm oscillating on either side with auto/mechanical locking mechanism.
16. **Boom.** The boom shall be telescopic type. Its extension and retraction shall be hydraulically operated. Boom should have a marking indicating the effective length of the boom when in operation.
17. **Brakes.** Travelling and parking brakes as per CMVR.
18. **Wheels and Tyres.** Earth Moving (EM) tyres with one spare wheel.
19. **Display Panel.** Following devices be incorporated in display panel/suitable place in driver's cabin:-
 - (a) Hour meter.
 - (b) Digital Safe Loading Indicator (SLI) with visual display and audio visual alarm on approaching over load condition with auto-cut on overload condition and over-ride feature.
 - (c) Fuel level gauge.
 - (d) Hydraulic Oil pressure gauge.
 - (e) Engine Oil temperature gauge.
 - (f) Low engine oil pressure indicator.
 - (g) Alternator/ Battery charging indicator.
 - (h) Battery voltage indicator.
20. **Stowage.** Facilities for stowage arrangements on the RTFLT shall be provided for the following :-
 - (a) One 20 Litre Jerrycan.
 - (b) Tools and accessories as provided.
 - (c) First Aid Box.
 - (d) One Fire Extinguisher of capacity 02 Kgs inside the operator/ driver cabin.

21. **Safety Provisions.** The RTFLT should be provided with the under mentioned safety devices :-

- (a) **Locking Arrangements.** Locking arrangements under all conditions to hold load, to ensure load is kept in place.
- (b) **Emergency Operations.** In the event of failure of main system, an alternate facility shall be provided for lowering loads and retraction boom for putting all assemblies back to the stowage position.
- (c) **Safety Charts /Indicators.** An anodized chart showing various positions of the boom and the load which can be safely lifted at different reaches should be provided.
- (d) **Lighting Arrangements.** In addition to standard lights as per OEM, tow flood lights on cabin shall be provided.

22. **Other Accessories / Provisions.**

- (a) Cold Starting facility/ device for operation of RTFLT below (-)5⁰ C(quantities shall be mentioned in the RFP).
- (b) 02 x Numbers cargo nets of minimum 2.5 meters x 2.5 meters for lifting loose items. The nets shall have a load lifting capacity of not less than two tons. The diagonal of the holes shall be a maximum four inches.
- (c) Slings of similar load capacity as that of cargo nets, one each of 'two way' and 'four way' types.
- (d) Halogen/Led search lights with 15 meter electric extension cable and tripod stand, connectable to suitable power outlets on the RTFLT - Quality 02 Nos.
- (e) Two hook in the front & rear of capacity not less than the weight of the RTFLT as measured at Paragraph 12 above.
- (f) Four Numbers of Metal Wheel Chokes.
- (g) Slings/ropes for securing the RTFLT during transpiration.
- (h) One clean agent type Fire Extinguisher of capacity 02 Kgs.
- (j) Tools and accessories as per OEM.
- (k) First Aid Box.

23. **Service Life.** Not less than nine years/ 8,000 hours, whichever is earlier.

Maintenance & Ergonomic Parameters

24. **Lubricants**. All oils and lubricants used on the equipments shall be of the standard rang which are easily available in Indian Market.

25. **Maintenance and Periodicity**. A maintenance periodicity chart indicating maintenance points and maintenance instructions shall be provided by the side of the lubrication chart. It shall be on aluminum anodized/engraved plate.

Appendix B

(Refers to Para 27, 31(b) and 32 of RFP)

COMPLIANCE TABLE FOR 1 TO 2 TON ROUGH TERRAIN FORK LIFT TRUCK (RTFLT)

Serial No	Requirement as per the RFP	Compliance/ Partial Compliance	Indicate references of Paras/Sub Paras of the Main Technical Document
1. General Conditions of RFP (Para 1 to 56)			
1.			
2.			
.			
.			
.			
56.			
2. All RFP parameters including Operational Characteristics and Features as per Para 1 to 25 of Appendix A to this RFP			
(a)	Operational and Technical Parameters		
3. Commercial Parameters as per RFP			
(a)	Performance-cum-Warranty Bank Guarantee (PWBG) as per Para 2 of Appendix H to the RFP		
(b)	Advance Payment Bank Guarantee as per Para 1.5.1 of Appendix H of RFP		
(c)	Earnest Money Deposit (EMD) as per Para 7.1(k) of Appendix K of RFP for Rupees 02 Crores		

Appendix B1
(Refers to Para 7 of RFP)

UNDERTAKING TO COMPLY WITH INDIGENOUS DESIGN

We, _____ (“Name of Vendor”), do hereby certify, undertake and confirm that:-

1. The Design of _____ (“Named Product”), as claimed by us in response to the RFP No _____ dated _____ is owned partly or wholly by us/by an Indian entity.
2. Further, we confirm that the Design of the Named Product, as claimed by us, has not been licensed from a foreign third party except for standard software licences such as, but not limited to OS / Database / _____ (Strikeout / Specify as applicable).
3. The ownership of the Design, as claimed by us, enables us to manufacture, realise, sell, provide Through Life Support, modify and upgrade the Named Product without any encumbrances, except as specified below: (If any form of encumbrances exist on the product or any of its subsystems these should be elaborated here)

4. We further claim that we own the following Intellectual Property (IP) Rights in relation to the design of the Named Product: (Specify any Patents, Registration of Designs, if any, held by the Vendor) _____
5. We also undertake to permit MoD/MoD appointed Specialists Committee, to inspect/ carry out technical verification at our premises of the applicable documents, such as Design Reports, Drawings, Specifications, Software Documents & Codes , Gerber files, etc, as may be reasonably necessary and required to prove the above claim of ownership of the Design of the Named Product. (Examination on site at company’s premises only. Documents, in any form, are not be sought nor required to be submitted for examination outside the Company’s premises)
6. Failure on our part to prove the ownership of the Design of the Named Product by us/by an Indian entity or submission of any false undertaking or claim as indicated in the response at any post contract stage of the intended procurement may make us liable to forfeiture of the PWBG to the extent of any direct losses or damages suffered by the MoD as a consequence of such false undertaking or failure to prove the ownership of the Design

Appendix C
(Refers to Para 11 of RFP)

WARRANTY CLAUSE

1. The **SELLER** warrants that the goods/ services supplied under this contract conform to technical specifications prescribed and shall perform according to the said Technical Specifications.
2. The **SELLER** warrants for a period of **12 months** from the date of acceptance deliverables post Joint Receipt Inspection, that the goods/ stores/ services supplied under this contract and each component used in the manufacture thereof should be free from all types of defects/ failures (including latent and patent defects).
3. If within the period of warranty, the goods/ stores are reported by the **BUYER** to have failed to perform as per the specifications, the **SELLER** shall either replace or rectify the same free of charge, maximum within **30 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 and the consumables to include spares and oils/lubricants which are required in the periodic maintenance and scheduled servicing, shall be provided by the **SELLER Free of Cost (FOC)** at the Unit location and he will ensure that the **cumulative downtime period for the equipment does not exceed 10% of the warranty period.**
5. If a particular equipment/goods fails frequently and/ or, the cumulative down time exceeds **10%** of the warranty period **or a common defect is noticed in more than 2% of the quantity of goods with respect to a particular item/ component/ subcomponent, that complete item / equipment** shall be replaced free of cost by the **SELLER** within a stipulated period of **60** days of receipt of the notification from the **BUYER** duly modified / upgraded through design improvement in all equipment supplied/ yet to be supplied and ESP supplied/ yet to be supplied.

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

Appendix D
(Refers to Para 33 of RFP)

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

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

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

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

(Signed)

Designation/Name/Address of firm

Date:

Place:

Appendix E

(Refers to Para 35 and 36 of RFP)

REPAIR AND MAINTENANCE PHILOSOPHY

1. **Maintenance Philosophy.** Maintenance of the equipment is structured on three different levels. The Maintenance philosophy can be categorised into 'O', 'I' & 'D' levels depending upon the technological complexity of the equipment. In the present procurement case the maintenance philosophy is to be categorized into only 'O' level as under:-

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

(i) **Unit Repairs.** Repairs, carried out within the unit holding the equipment using tools supplied by the manufacturer as per scaling. These repairs generally pertain to cleaning, lubrications, minor repairs and replacement of components and minor assemblies including Line Replaceable Units (LRUs) etc, carried out without any sophisticated tools or test equipment. There will be **1025 x Unit Repair Organisations (UROs) / Unit Repair Points/Light Repair Workshops(LRW)**, each taking care of unit level repairs/maintenance of about One to Seven equipment. The manufacturer is required to provide the following as per provisions in the RFP for carrying out such repairs:-

(aa) Table of Tools and Equipment (TOTE) with each equipment including operators manual.

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

(ii) **Field Repairs.** Repairs carried out at field/floatilla/station level or equivalent service organisation by technicians specially trained for the purpose, requiring special tools and spares provided additionally for the class of the equipment. These repairs comprise replacement of common Line Replaceable Units (LRUs), sub-modules, other components beyond the holding of units and repairs undertaken beyond a unit level. Normally, a field / station workshop covers such repairs of a group of units holding the said class of equipment and their number will be stated based on equipment deployment pattern. There will be **271 x Field Repair points**, each taking care of field level repairs / maintenance of about One to 10 number of equipment as per deployment. The manufacturer in addition to the basic unit level SMTs/STEs/SE, is required to provide the following:-

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

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

2. To sustain and support platform / equipment through its operational life-cycle, Product Support requirements for at least 2 years beyond the warranty period will be procured along with the main equipment. The equipment would be provided product support through Engineering Support Package (ESP).

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

- (a) Spares.
- (b) SMTs/STEs test set-up.
- (b) Technical Documentation.
- (c) Training.

4. **Spares**

(a) **Manufacturer's Recommended List of Spares (MRLS).** This is the list of spares, recommended by the manufacturer, for maintaining operational serviceability of the equipment and sustains it for the period of 2 years as stipulated in the RFP. Based on the explanation given above you are requested to provide MRLS to sustain the equipment 1-2 Ton RTFLT for a period of 2 years for unit and field level of repairs as per the format given at **Annexure I to this Appendix**. You will be required to provide these both with the Technical and Commercial proposals. Cost of the MRLS, along with likely consumption rate of spares is to be provided with the Technical proposal. The MRLS will be supported by Reliability & Maintainability (R&M) report for the proposed spares along with their Mean Time between Failure (MTBF). MRLS would be provided separately for each such sub system. In order to prevent manipulation of the quantum of MRLS for commercial competitiveness or overload unnecessary MRLS, 'Adequacy' clause and 'Buy Back' clause will be co-opted in the contract as under:-

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

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

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

(i) Manufactured by Bidder as OEM and can be sourced as per Part Number.

(ii) Bought out items and customized by the OEM for the specific purpose and such customization would require OEM intervention.

(iii) Bought out from other OEMs / Third Party as specialised items and used without any customization. Such items can be sourced by quoting their Part Number / Identification Number as given by OEM / Third Party and directly utilised.

(iv) General Engineering items / Commercially Off The Shelf (COTS) which can be sourced by stating the relevant standards and item description.

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

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

(a) User Handbook / Operators Manual in English.

(b) **Technical Manuals**. (As per governing JSG/ Guide for other technologies)

(i) **Part I**. Technical description, specifications, functioning of various systems.

- (ii) **Part II.** Inspection / Maintenance tasks repair procedures, materials used, fault diagnosis and use of Special Maintenance Tools (SMTs) / Special Test Equipment (STEs).
- (iii) **Part III.** Procedure for assembly / disassembly, repair up to component level, safety precautions.
- (iv) **Part IV.** Part list with drawing reference and List of SMTs / STEs Test Bench.
- (v) Rotable list, norms of consumption, mandatory / non-mandatory spares list for each system.
- (c) Table of Tools & Equipment (TOTE) & carried spares.
- (d) Complete Equipment Schedule.
- (e) Repair and Servicing schedule.
- (f) Design Specifications.
- (g) Technical Manual on STEs with drawing references.
- (h) Condemnation limits.
- (j) Packing specifications / instructions.
- (k) Any additional information suggested by the OEM.

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

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

8. **Training.** A training package for operators, operator trainers and maintenance personnel to undertake operation and maintenance of equipment (level 1 or 'O') and QA personnel for QA of equipment as stipulated in respective contract, along with tools and test jigs training would be required to be carried out in English and/or Hindi 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.

Annexure I to Appendix E

MANUFACTURER'S RECOMMENDED LIST OF SPARES (MRLS)

Equipment : 1 to 2 Ton Rough Terrain Fork Lift Truck (RTFLT) (Quantity - 1868 Numbers)

Original Equipment Manufacturer (OEM) : _____

Serial No	Manufacturer's Part No	Source of supply	Nomenclature	Numbers fitted in one equipment	ISPL reference	Unit Cost	Recommended scale for quantity 1868 Equipment for Two year			Total cost	H M L	V E D	F N S	Remarks
							Unit Repair Points (1025)	Field Repair Points (271)	Total Quantity (1296)					

Notes.

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

4. If the main equipment consists of other equipment then MRLS should be prepared for them under proper heads.
5. MRLS to be prepared as per the maintenance concept of the customer.
6. Items provided along with the equipment as spares should also be included in MRLS.
7. Modules/ Shop Replaceable Unit (SRU)/ assemblies should be listed and their components should be included under them so as to relate each item of spare to their module/ SRU/ assembly.
8. Complete MRLS should be costed separately for Field, repairs as it is required to be included as part of 'Total Costed Engineering Support Package' (ESP). OEM may give cost details in confidence to Contract Negotiation Committee (CNC), but other details as above be provided during MET.
9. MRLS for test equipment should also be provided on the similar format.
10. The following stands for:-
 - (a) HML - High cost/ Medium cost/ Low cost
 - (c) VED - Vital/ Essential/ Desirable
 - (d) FNS - Fast / Normal / Slow moving spares

Annexure II to Appendix E

LIST OF SMTs/ STEs, JIGs, FIXTURE AND INFRASTRUCTURE**Equipment : 1 to 2 Ton Rough Terrain Fork Lift Truck (RTFLT) (Quantity - 1868 Numbers)****Original Equipment Manufacturer (OEM) : _____**

Serial No	Manufacturer Part Number	Designation	Unit Cost	Recommended quantity for 1868 x RTFLT (1-2 Ton)			Brief Purpose	Remarks
				Field Repairs Points (271) 1 set to each repair point	Training Establishment (01)	Total Quantity (e) + (f) + (g) (272)		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(j)

Notes.

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

Annexure III to Appendix E

TECHNICAL LITERATURE

Equipment : 1 to 2 Ton Rough Terrain Fork Lift Truck (RTFLT) (Quantity - 1868 Numbers)

Original Equipment Manufacturer (OEM) : _____

Serial No	Technical Literature	Unit Cost	Total Quantity			Total Quantity	Total Cost	Remarks
			User	EME	DGQA			
1.	User Handbook/ Operators Manual		1868	277	03	2148		JSG-0308:2012 (Revision No 1)
2.	Design Specifications		-	277	02	279		
3.	<u>Technical Manual</u> (a) <u>Part I</u> Tech description, specifications functioning of various systems. (b) <u>Part II</u> Inspection/ Maintenance tasks Repair procedures, materials used, fault diagnosis and use of special Maintenance Tools (SMTs/ Special Test Equipment (STEs)). (c) <u>Part III</u> Procedure for assembly/ disassembly, repair up to component level, safety precautions. (d) <u>Part IV</u> . List of SMT/ STEs with Test Bench (if any alongwith photograph and its wage).		-	277	03	280		

Ser No	Technical Literature	Unit Cost	Numbers Required			Total Quantity	Total Cost	Remarks
			User	EME	DGQA			
4.	Manufacturer's Recommended List of Spares (MRLS) (Both Soft & Hard copy)		-	03	02	05		
5.	Illustrated Spares Part List (ISPL) (Both Soft & Hard copy)		-	277	03	280		
6.	Technical Manual on STE with drawing reference and calibration details (If applicable)		-	277	02	279		
7.	CDs on the above Technical literature.		1868	277	02	2147		
8.	Computer based training package with permission make extra copies based on interactive multimedia to include (a) Full Graphics, Animation test and sound (b) Symptoms- fault correlation (expert system)		-	04	-	04		

Notes.

1. In case any additional equipment is used their tech literature will be included.

2. If certain technical literature is being provided free of cost, it should be indicated in remark column.
3. Two copies each of draft literature i.e UHB,ISPL, TM and Two copies each of Design Specification, MRLS, SMT/STEs shall be sent to CQA(EI), Pune for approval before final printing. Three copies of final literature, Two copies of design specifications, MRLS, SMTs/STEs along with CD (soft copy of all literatures) are to be submitted to DGQA before offering the first equipment for QA. After necessary scrutiny and vetting, bulk printing will be undertaken by the seller.

Appendix F

Refers to Para 41 of RFP)

QUALITY ASSURANCE (QA) INSTRUCTIONS AND TECHNICAL EVALUATION PLAN

1. This QA instructions/guidelines is prepared for governing the QA process of the equipment to be procured as per the GSQR requirement. Final QA instruction/QAP will be prepared consequent to receipt of information about as part of the technical bid and other documents to be submitted by the vendor prior to FET/during FET.

2. **General Instructions**. The following instructions may be adhered to while framing QAP:-

(a) **Measuring /Test Equipment**. Test equipment and measuring equipment shall have its performance and calibration verified for all parameters intended in the manufacture's specifications against measurement standards traceable to national/international standards. Seller or its supplier shall provide calibrations certificate and required documents to the QA agency rep as and when demanded.

(b) **Configuration Management**. Seller/Vendor shall establish and control and configuration of the documents such as drawings, specification, QA Plans, procedures, design parameters, manufacture process test, Inspection and delivery details of the equipment that has been evaluated during FET and any modification/improvements suggested by OPA. The details shall be shared with the AHSP. There shall be no changes/deviations to the accepted equipment during FET without written approval in the form of order amendment by the purchaser.

(c) **Material Traceability**. Equipment and the services rendered by the seller against the order shall be able to provide full traceability of the parts/raw material from time of receipt to delivery of finish equipment. Raw material traceability if required for physical and chemical analysis. If supplier is not the original manufacture of the goods and service, seller shall provide details of the original manufacture delivery of each consignment with supporting documents with test certificates, conformity/compliance certificate and test results wherever applicable to the QA agency.

(d) **Right to Access**. Supplier and its sub-contractors shall permit QA Agency and his authorised representative to access the sellers premises as are being used to carry out work on the goods and services in order to inspect and audit the facilities processes and procedure followed in manufacturing of the equipment.

(e) **Process Flow Charts/Control Charts**. Stage wise manufacturing process flow charts of the individual product, assemblies, sub assemblies etc with quality

control point shall be provided to QA Agency and also shall be allowed to audit during the process be carried out at the manufacturing premises wherever applicable.

(f) **Details of Raw material/Components/Sub assemblies and assemblies manufactured in-house, out sourced, COTS & Imported** : Details of Raw material/Components/Sub assemblies and assemblies manufactured in-house, out sourced, COTS & Imported to be maintained as per the format given below and shall be provided to the QA Agency when demanded:

Serial No	Items Pt No and	NSN No if available	Drawing N/Specification No	Standard No if any	Test Certificates if any	Remarks

3. **QAP shall contain the following four important stages:-**

- (a) Raw materials and bought out items
- (b) Fabrication / Manufacturing
- (c) Assembly & Integration
- (d) Final Acceptance, Preservation & Packing (Wherever applicable), Documentation and Dispatch

Note:-

Testing charges incurred (if any) during the execution of the contract/trails etc will be borne by seller.

4. **QA of Raw materials (Wherever applicable).**

The details of the Raw materials being tested (Wherever applicable) to be submitted as per the format given below:-

Serial No	Items	Drag No	Characteristic	Specifications/ Standard	Activity by Seller	Activity by QA Agency (DGQA)	Remarks
Example							
01	Tubes	xxxx	Chemical composition/ Mechanical properties including pressure test and eddy current test (if used in fluids)	xxxxxxx	Sample to be sent to NABL Lab or in-house testing etc	Verify test results or draw the samples and send for testing	

5. **Welder/Welding Operator Qualification.** They shall be governed by relevant IS and record shall be maintained, welding procedure specifications (WPS) Operation Qualification Record (OQR), Welder/Welding Operator Performance Qualification (WPQ/WOPQ).

6. **Bought -Out Items.** All brought out items will be certified for quality by seller and mandatory checks such as measurement, testing, chemical/mechanical properties, visual checks, performance etc shall be carried out by seller and verified by QA Agency (DGQA) during QA. The necessary documents wherever applicable w.r.t Drawing/Specifications/Standards/Test certificates as applicable will be maintained by seller and will be produced to QA Agency (DGQA) as & when demanded. Test certificates/COC should include parameters/values on the basis of which it is certified.

7. **Fabrication & Manufacturing.**

(a) All Raw material used in fabrication of the equipment shall be subjected to check/tests by seller as per the details given below:-

Serial No	Material/ Components/QA Agency	Drawing No / Specification No applicable	Characteristic/Type of Check	Quantum of Check	Type of Check
1	2	3	4	5	6

Reference/ Documents/ Standard	Acceptance Criteria	Format of record	Seller	DGQA	Remarks
7	8	9	10	11	12

(b) The details mentioned above are as per list of assemblies/components assessed by QA agency of seller. Additional items may be added after seeing the configuration of the equipment.

(c) Test certificates of raw material for these components are already mentioned in Para 4 above.

(d) Dimension of the components/assemblies/sub assemblies wherever critical to the equipment shall be ensured as per relevant drawings/specifications to avoid any variation after integration of the equipment.

(e) QA checks during assembly and integration will be done and recorded as per the details mentioned at 7 (a) above.

(f) Traceability is to be mentioned during fabrication process from raw material to finished items.

8. **Painting.** Painting shade will be done as per governing standards/specifications (IS:5), Surface preparation prior to painting shall be done as per standards, QA checks/tests of the painting will be carried out and details as per IS:2074 & will be recorded.

9. **Final Acceptance.** Seller shall carryout all relevant checks and offers the equipment to DGQA for final acceptance. Before offering for final acceptance, documentation of QC checks shall be completed along with requisite test result and inspection report duly signed by authorised representative of seller. Complete documents will be offered to DGQA and after verifying the documents, DGQA will conduct final acceptance trail according to approved ATP.

10. **Functionality/Performance/Endurance Test.** These tests will be carried out as per requirement given in the specification/ATP. Necessary arrangement has to be made available to the QA Agency and intimated in advance.

11. **Spares in ESP.**

(a) Spares which are COTS in nature/Manufactured in-house /Ex-Trade/Imported to be listed out as per the format given below:-

Serial No	Item part No	Nomenclature	Quantity	Procurement documets details such as specification No / Drawing No/Standards applicable	Source
1	2	3	4	5	6

(b) QA will be carried out in terms of Quality Check, Tagging, bar Code for identification and traceability, packing and preservation, inspection records and material check wherever necessary pertaining to manufactured stores. Functional check as per extent possible should be carried out on COTS items.

12. **General Tools & SMTs /STEs.**

(a) SMTs/STEs which are COTS in nature/Manufactured in-house/Ex Trade/imported to be listed out as per the format below:-

Serial No	Item part No	Nomenclature	Quantity	Make and Model of Tools
1	2	3	4	5

(b) QA will be carried out will be carried out in terms of Quality Check, Tagging, Bar Code for identification and Traceability, packing and preservation, inspection records and material check wherever necessary pertaining to manufactured stores.

13. **Packing & Preservation.** Seller shall ensure that proper preservation is applied the equipment and its accessories, spares etc for rust preservation and surface damages etc. Also ensure that the equipment and its accessories/spares etc are properly packed so as to reach consignee safely.
14. **Technical Literature.** Draft hard copies of the technical documents /literature (Prepared in defence format as per JSG 308:2012, Revision 1, UHB in English) as per the contract will be submitted to DGQA in advance before offering the first equipment for QA. After necessary scrutiny and vetting, bulk printing will be undertaken by seller.
15. **Rectification/Analysis of Defects.** Wherever defects are noticed either by seller of QA Agency during manufacturing and also during QA checks respectively, a proper record to be maintained. Seller representative shall be a part of joint defect investigation alongwith the QA team and user /Workshop representatives.
16. All testing equipments/jigs, test benches, gauges will be provided by seller/OEM at his own cost. Calibration certificates from NABL Laboratory with validity should be produced at the time of inspection by OEM/Seller.

GUIDELINES FOR TECHNICAL EVALUATION PLAN FOR 1 TO 2 TON ROUGH TERRAIN FORK LIFT TRUCK (RTFLT)

Serial No	Parameter	Checking Method	Sampling Plan	Observation	Remarks
1.	Visual Check & Physical Verification of the Technical documents	(i) Physical check for the configuration, completeness of the equipment and workmanship, defects like crack, damage, welding, leakage, peeling of paint, safety charts, Safety aspects/ introductions plates for Do's & Dont's etc (Photographs of the instructions plate and name plates to be attached).	100% (1 st equipment) Further sampling plan will be decided after completion of Technical Evaluation.		
		(ii) Material test report for main/vital assemblies from the Government approved laboratory / NABL accredited laboratory shall be enclosed.			
		(iii) Make, Model, Serial No, Part No/NSN, Year of Mfg etc of Equipment, Sub- assemblies as per BoM.			
		(iv) Certificate of Conformance (CoC) along with			

		<p>test certificates for welding quality NDT (DP UT) stress analysis, Report etc for carrier/chassis frame/fabricator structure.</p> <p>(All Certificate of Conformance (CoC) shall be submitted in the format enclosed herewith, test reports from Government approved laboratory /NABL accredited laboratory shall also enclosed).</p>			
2.	<u>Environment Conditions</u> : Operational Parameters Operating Environmental Condition				
	<p>(a) <u>Temperature.</u></p> <p>(i) <u>Minimum range</u>: (-) 5⁰ C to (-) 15⁰ C</p> <p>(ii) <u>Maximum range</u> : (-) 40⁰ C to 45⁰ C</p>	<p>(i) Physical Check</p> <p>(ii) Certificate of Conformance (CoC) along with test report from the Government approved laboratory /NABL accredited laboratory and details of cold starting device (where applicable).</p>	100% (1 st equipment) Further sampling plan will be decided after completion of Technical Evaluation.		

	(b) <u>Altitude.</u> (i) Upto 4500 meters above MSL (Mean Sea Level).	Certificate of Conformance (CoC) along with De-rating chart of Engine.	-do-		
3.	<u>Prime Mover.</u> 4x4 with four wheel drive & steer.	Physical Check	-do-		
4.	<u>Controls & Display.</u> All controls should be provided in the cabin. Display panel should be provided for the driver to observe comfortably while driving the vehicle/load handling.	Physical Verification and Functional Check	-do-		
5.	<u>Capability.</u> The load lifting capability at fully retracted boom of the equipment should be not less than two tons and not less than one ton at a forward reach of not less than two meters, at a height of not less than 3.7 Meters in both positions. The vertical (taken from the forward edge of the fork) and horizontal (taken from the front face of the fork arm shank) load centre shall be not less than	Physical Performance Check	-do-		

	500 mm.				
6.	<u>Mobility.</u> The RTFLT should have adequate mobility as under at environmental conditions as at Paragraph 2 above.				
	(a) <u>Speed.</u> The RTFLT should have travel speed of not less than 25 Km/hour and 10 Km/hour in unladen and laden conditions respectively on black top road.	Physical Performance Check	100% (1 st equipment) Further sampling plan will be decided after completion of Technical Evaluation.		
	(b) <u>Carrying Distance.</u> Should be able to carry a load of 2 tons in fully retracted mode for a minimum distance of 1000 meters on black top road.	Physical Performance Check	-do-		
6.	(c) <u>Gradient Negotiation Capability.</u> Should be able to negotiate a gradient of at least 20° with 2 ton load on black top road over a 250 meters continuous stretch.	Physical Performance Check	-do-		
	(d) Ground clearance of at least 250 mm.	Physical Performance Check	-do-		
	(e) <u>Wading depth</u> - Not less than 300 mm without preparation in un-laden condition.	Physical Performance Check	-do-		

7.	<u>Endurance.</u> The RTFLT should be able to sustain at least Six hours of continuous lift and telescoping of 1 ton load from close and upto the maximum reach & height.	Physical Check for Six hours of continuous lift and telescoping of 1 ton load from close and upto the maximum reach & height.	-do-		
8.	<u>Fuel Tank Capacity and Endurance.</u> Fuel tank capacity should be adequate for sustaining Eight hours of continuous lift operations.	Physical Check capacity of Tank and approximate consumption of fuel.	-do-		
9.	<u>Weight & Dimensions.</u> The weight (not more than 5.5 Tons) and dimensions of the RTFLT should enable its transportation by road/rail/air.	Physical Check	100% (1 st equipment) Further sampling plan will be decided after completion of Technical Evaluation.		
10.	<u>Attachments.</u> The following attachment shall be provided with each RTFLT:-				
	<div>(a) <u>Forks.</u> Twin Forks of alloy/carbon steel of length not less than 1000 mm.</div> <div>(b) <u>Sleeve Fork Extension.</u> Should be of similar materials as that of the fork and length not less than 1500 mm for handling of longer loads.</div> <div>(c) Crane attachment to lift loads upto one ton.</div>	<div>(i) Physical & Dimension Check for completeness of attachment.</div> <div>(ii) Material test report from Government approved laboratory /NABL accredited laboratory.</div>	100% (1 st equipment) Further sampling plan will be decided after completion of Technical Evaluation.		

	<p>(d) Barrel lifting attachment for lifting one 200 litre filled barrel.</p> <p>(e) <u>Man Platform.</u> Enclosed platforms with a reach of not less than 3.7 meters and load capacity of not less than 200 Kg.</p> <p>(f) <u>Quick Coupler.</u> Universal quick coupler for ease of attaching/detaching attachments.</p>				
11.	<p><u>Driver / Operator's Cabin.</u> The Rollover Protection System (ROPS) & Falling Object Protective Structure (FOPS) operation's cabin should accord unrestricted view of the lifted load and shall round visibility to the operator, The cabin shall have the following:-</p>				
	<p>(a) Driver/operator's seat should be adjustable bucket type with safety belts.</p> <p>(b) Bracket for placement of driver/operator's personal weapons.</p> <p>(c) Heating, Ventilation and Air conditioning (HVAC) arrangements to maintain a cabin temperature of 23⁰ C in operating conditions as at Para 5 above.</p>	<p>(i) Test report from Government approved laboratory /NABL accredited Lab</p> <p>(a) ROPS as per ISO 3471:2008</p> <p>(b) FOPS as per ISO 3449:2008</p> <p>(ii) HAVC performance will be checked as per CQAE test</p>	100% (1 st equipment) Further sampling plan will be decided after completion of Technical Evaluation.		

		scheduled No CQAE/TS/1548. A stand alone HVAC is required for DGQA evaluation if not type tested through NABL accredited laboratory.			
	(d) Wipers electric motor operated	(i) Physical Check			
	(e) Internal lights.				
	(f) Sun Visor.				
	(g) Rear view mirror - 02 Numbers				
12.	<u>Engine</u>				
	(a) <u>Type of Engine.</u> Turbocharged diesel engine of adequate capacity with Cold Starting aid (as applicable).	Vendor certification/ Certificate of Conformance (CoC) alongwith OEM test report and type test report from Government approved laboratory /NABL accredited laboratory & Certificate of Conformance (CoC) for average Engine Life.			
	(b) <u>Emission Norms.</u> CEV Stage IV norms.	Test report from Government approved laboratory /NABL accredited laboratory for average			

		Engine Life.			
13.	<u>Steering.</u> Power assisted steering with all wheel steer mechanism.	Vendor certification/ Certificate of Conformance (CoC) from OEM.			
14.	<u>Electrical System.</u> 12V/24V electrical system with commercially available battery. Battery switch be provided.	Vendor certification/ Certificate of Conformance (CoC)			
15.	<u>Transmission.</u> Suitable transmission system with forward and reverse gears/selector and high-low speed selector for creep speed.	Physical Check.			
16.	<u>Axle.</u> All wheel drive with Rear oscillating axle with 100 mm oscillation on either side with auto/mechanical locking mechanism.	Inspection/Test certificate			
17.	<u>Boom.</u> The boom shall be telescopic type. Its extension and retraction shall be hydraulically operated. Boom should have a marking indicating the effective length of the boom when in operation.	Physical Check of Performance.			
18.	<u>Brakes.</u> Travelling and parking brakes as per CMVR.	Physical Check & CMVR Report.			

19.	<u>Wheels & Tyres.</u> Earth Moving (EM) tyres with one spare wheel.	Certificate of Conformance (CoC) alongwith details all tyres, make and size/specification, Serial No, YoM.			
20.	<u>Display Panel.</u> Following devises be incorporated in display panel/suitable place in driver's cabin:-				
	(a) Hour Meter.	Physical Check for functionality			
	(b) Digital Safe Loading Indicator (SLI) with visual display and audio visual alarm on approaching over load condition with auto-cut on overload condition and over-ride feature.				
	(c) Fuel level gauge.				
	(d) Hydraulic oil pressure gauge.				
	(e) Engine Oil temperature indicator.				
	(f) Low engine oil pressure indicator.				
	(g) Alternator/Battery charging indicator.				
	(h) Battery voltage indicator.				
21.	<u>Stowage.</u> Facilities for stowage arrangements on the RTFLT shall be provided for the following:-				
	(a) One 20 Litre jerrycan.	(i) Physical Check			
	(b) Tools and accessories as provided.	(ii) List of items provided in the First Aid Box.			

	(c) First Aid Box.				
	(d) One Fire Extinguisher of capacity 02 Kgs inside the operator/driver cabin.				
22.	<u>Safety Provisions.</u> RTFLT should be provided with the under mentioned safety devices:-				
	(a) <u>Locking Arrangements.</u> Locking arrangements under all conditions to hold load, to ensure load is kept in place.	Physical Check			
	(b) <u>Emergency Operations.</u> In the event of failure of main system, an alternate facility shall be provided for lowering loads and retracting boom for putting all assemblies back to the stowage position.	Physical & Performance Check			
	(c) <u>Safety Charts/Indicators.</u> An authorised chart showing various positions of the boom and the load which can be provided.	Physical Check			
	(d) <u>Lighting Arrangements.</u> In addition to standard lights as per OEM, two flood lights on cabin shall be provided.	Physical Check			

23.	<u>Other Accessories/Provisions.</u>				
	(a) Cold starting facility/device for operation of RTFLT below (-) 5 ⁰ C (quantities shall be mentioned in the RFP).	(i) Physical Performance check (Cold Starting Facility below (-) 5 ⁰ C)			
	(b) 2 Nos cargo nets minimum 2.5 meters x 2.5 meters for lifting loose items. The nets shall have a load lifting capacity of not less than two tons. The diagonal of the holes shall be a maximum four inches.	(i) Certificate of Conformance (CoC) alongwith test report from Govt approved Lab/NABL accredited Lab			
	(c) Slings of similar load capacity as that of cargo nets, one each of 'two way' and 'four way' types.	(i) Physical Performance check			
	(d) Halogen/LED search lights with 15 meter electric extension cable and tripod stand, connectable to suitable power outlets on the RTFLT - Quantity 02 Nos.	(ii) List of tools with make Model etc			
	(e) Two hook in the front & rear of capacity not less than the weight of the RTFLT as measured at Paragraphs 12 above.	(iii) List of items provided in the First Aid Box			

	(f) Four Number of metal wheel chokes.				
	(g) Slings/ropes for securing the RTFT during transportation.				
	(h) One clean agent type Fire Extinguisher of capacity 02 Kgs.				
	(j) Tools and accessories as per				
	(k) First Aid Box.				
24.	<u>Service Life.</u> Not less than Nine years /8,000 hours, whichever is earlier.	Vendor Certification/ Certificate of Conformance (CoC) for Service Life			
25.	<u>Maintenance & Ergonomic Parameters Lubricants.</u> (a) All oils and lubricants used on the equipments shall be of the standard range which are easily available in Indian market. (b) Lubricants chart showing recommended lubricants on an aluminum anodized/engraved plate shall be provide in a prominent place in the cabin.	Vendor Certification/ Certificate of Conformance (CoC) alongwith the details of Oils Lubricants used and availability in Indian market. Physical Check			
26.	<u>Maintenance & Periodicity.</u> A maintenance periodicity chart indicating maintenance points and maintenance instructions shall be provided by the side	(i) Maintainability Check (By MAG/EME) (ii) Physical check for charts			

	of the lubrication chart. It shall be on aluminum anodized/engraved plate.	<p>indication maintenance periodicity, maintenance points. i.e Grease nipple, Oil Filling, Oil Check Facility, adjusting / tightening system should be check.</p> <p>(iii) List of Tools, Accessories / attachment, Spares/MRLS, SMTs & STEs.</p>			
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Appendix G

(Refers Para 38 of RFP)

TRIAL METHODOLOGY : PROCUREMENT OF QUANTITY 1868 NUMBERS OF 1 TO 2 TON ROUGH TERRAIN FORK LIFT TRUCK (RTFLT)

1. Composite Trial Team (CTT) will be conducted on a 'No Cost No Commitment' (NCNC) basis under the aegis of IHQ of MoD (Army). The broad methodology for evaluation along with evaluating agencies is given at **Annexure** to this methodology.
2. **Pre-Trial Meeting.** Pre-Trial meeting to intimate broad schedule and modalities of trials will be organized at a place, which will be intimated to OEMs. The meeting will include representatives of OEMs whose equipment has qualified in the TEC, representatives of all stakeholders and agencies involved in conduct of trials.
3. The methodology for evaluation of each parameter of the GSQR is highlighted at **Annexure**. However, the decision to carry out physical evaluation for parameters wherein certification is sought, or to seek certification for parameters wherein physical evaluation has been laid down, rests with CD Directorate, depending on conditions existing during the Field Evaluation Trials. Such decisions will be communicated during the Pre-Trial Meeting.
4. **Deposition of Trial Equipment.** All OEMs are to be prepared to deposit the equipment for trials immediately on intimation of successful clearance of TEC. The final date for fielding the equipment for trials will be intimated only to TEC compliant OEMs. **Quantity One (01)** 1 To 2 Ton Rough Terrain Fork Lift Truck (RTFLT) with complete attachments will be submitted by the OEMs at the designated trial location for conduct of the Field Evaluation Trials.
5. **Deposition of Technical Documents.** Each OEM should provide one complete set of technical literature along with one CD containing the soft copy of the same for 1 To 2 Ton Rough Terrain Fork Lift Truck (RTFLT). **The technical literature and all documents should be provided by the OEM at least one month in advance of the NCNC trials.** NABL/OEM certification/CoC for equipment, wherever applicable, shall be submitted by the OEM along with the equipment before commencement of trials. Failure to do so shall be construed as non-submission of equipment for trials. The QA rep in the trial team will carryout a check of all applicable certification incl CoC, prior to commencement of physical trials. The CoC will be accompanied by internal QC report of the OEM.
6. These trials will be conducted strictly in accordance with the provisions laid out in DAP-2020 and the trial equipment will be tested against parameters mentioned at **Annexure**. Any change in methodology of evaluation will be at the discretion of the Directorate responsible for conduct of trials and will be communicated to the OEM during Pre-Trial Meeting. In situ repairs /modifications of the trial equipment will be allowed with due permission. Trial equipment can be

move out of the trial location for a defined period for such repairs or modifications on a case to case basis with due permission.

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

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

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

10. **Test Charges.** The participating OEMs may be required to pay for the tests conducted in the labs.

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

12. **Maintainability Evaluation Trials (MET).** MET will be conducted to ascertain the aspects of sustainability and maintainability of the equipment. Prior to MET, the OEM will give his proposed maintenance methodology for the equipment. MET will involve conduct of recommended tests/adjustments and disassembling & assembling of the equipment for assessment of adequacy of technical documents, tools & test equipment, diagnostic software, training & training aggregates for maintenance personnel, inspection standards and spares.

13. **Qualified OEM Representatives.** The representatives of OEMs present during trials should have adequate knowledge about the equipment to give the complete details of the equipment including stripping and assembling, testing procedures, SMTs/STEs etc. Observations and recommendations will be conveyed to respective OEMs and the OEMs will sign for the same.

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

15. **Representations/ Requests.** OEMs will be required to forward observations, if any, on this communication, to OIC Trial and CD Directorate, within

one week of receipt of the same. All queries, representations and requests related to the trial will be addressed in writing to the OIC Trial and will be replied to by the OIC Trial in writing. Both parties will endorse a copy of the correspondence to CD Directorate.

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

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

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

Annexure

(Refer Para 1 of Appendix G)

BROAD TRAIL PLAN : PROCUREMENT OF QUANTITY 1868 NUMBERS OF 1 TO 2 TON ROUGH TERRAIN FORK LIFT TRUCK (RTFLT)

<u>S/ No</u>	<u>GSQR Para</u>	<u>Parameters (As per GSQR)</u>	<u>Resp</u>	<u>Broad Trial Plan</u>	<u>Remarks</u>
Essential Parameters-A					
Operational Parameters					
1.	5.	<u>Environment Conditions.</u>	CTT		
		(a) Temperature			
		(i) Minimum range : (-) 5°C to (-) 15°C		Physical Check	
		(ii) Maximum range : 40°C to 45°C		OEM Certification	
2.	6.	(b) Upto 4500 meters above MSL (Mean Sea Level).		Physical Check	De-rating chart of engine submitted by OEM
		<u>Prime Mover.</u> 4x4 with four wheel drive & steer.		Physical Check	
		<u>Controls & Display.</u> All controls should be provided in the cabin. Display panel should be provided for the driver to observe comfortably while driving the vehicle/load handling.		Physical Check and Functional check	
4.	8.	<u>Capability.</u> The load lifting capability at fully retracted boom of the equipment should not less than two tons and not less than one ton at a forward reach of not less than two meters, at a height of not less than 3.7 meters in both positions. The vertical (taken from the forward edge of the fork) and horizontal (taken from the front face of the fork arm shank) load centre shall not be less than 500 mm.		Physical Check	
5.	9.	<u>Mobility.</u> The RTFLT should have adequate mobility as under at environmental conditions as at Paragraph 5 above :-	CTT	Physical Check	
		(a) <u>Speed.</u> The RTFLT should have travel speed of not less than 25 Km/hr and 10 km/hr in unladen and laden conditions respectively on black top road.			

		(b) <u>Carrying Distance</u> . Should be able to carry a load of 2 tons in fully retracted mode for a minimum distance of 1000 meters on black top road.		Physical Check	
		(c) <u>Gradient Negotiation Capability</u> . Should be able to negotiate a gradient of at least 20° with 2 Ton load on black top road over a 250 meters continuous stretch.		Physical Check/ NABL Accredited Lab Certification	
		(d) Ground clearance of at least 250 mm.		Physical Check	
		(e) Wading depth - Not less than 300 mm without preparation in un-laden condition.		Physical Check	
6.	10.	<u>Endurance</u> . The RTFLT should be able to sustain at least six hours of continuous lift and telescoping of 1 ton load from close and upto the maximum reach & height.		Physical Check	
7.	11.	<u>Fuel Tank Capacity and Endurance</u> . Fuel tank capacity should be adequate for sustaining eight hours of continuous lift operations.	CTT	OEM Certification	
8.	12.	<u>Weight and Dimensions</u> . The weight (not more than 5.5 Tons) and dimensions of the RTFLT should enable its transportation by road/rail/air.		Physical Check	
9.	13.	<u>Attachments</u> . The following attachments shall be provided with each RTFLT :-			
		(a) <u>Forks</u> . Twin forks of alloy/carbon steel of length not less than 1000 mm.	CTT	Physical Check / Certification	Material test report from Govt approved Lab/NABL accredited Lab.
		(b) <u>Sleeve Fork Extension</u> . Should be of similar material as that of the fork and length not less than 1500 mm for handling of longer loads.		Physical Check / Certification	Material test report from Govt approved Lab/NABL accredited Lab.
		(c) Crane attachment to lift loads upto one ton.		Physical Check	
		(d) Barrel lifting attachment for lifting one 200 litre filled barrel.		Physical Check	
		(e) <u>Man Platform</u> . Enclosed platform with a reach of not less than 3.7 metres and load capacity of not less than 200 Kg.		Physical Check	
		(f) <u>Quick Coupler</u> . Universal quick coupler for ease of attaching/detaching attachments.		Physical Check	

10.	14.	<u>Driver/Operator's Cabin.</u> The Rollover Protection System (ROPS) & Falling Object Protective Structure (FOPS) operator's cabin should accord unrestricted view of the lifted load and all round visibility to the operator. The cabin shall have the following :-	CTT	Certification	ROPS as per ISO 3471:2008 FOPS as per ISO 3349: 2008
		Physical Check			
		Physical Check			
		Physical Check		Test schedule No CQAE /TS / 1548 is used for the testing of HVAC in driver cabin. HAVC performance will be checked as per test schedule No CQAE/ TS/1548. A stand alone HVAC is required for DGQA evaluation if not type tested through NABL accredited Lab.	
		OEM Certification			
		OEM Certification			
		OEM Certification			
		OEM Certification			
<u>Technical Parameters</u>					
		<u>Engine.</u>			

11.	15.	(a) <u>Type of Engine.</u> Turbocharged diesel engine.	CTT	Certification	Certificate of Conformance (CoC) along with OEM test report and type test report from govt approved Lab / NABL accredited lab.
		(b) <u>Emission Norms.</u> CEV Stage IV norms.		Certification	Test report from govt approved lab/ NABL accredited lab for emission Norms
12.	16.	<u>Steering.</u> Power assisted steering with all wheel steer mechanism.		Certification	Vendor Certification / CoC from OEM
13.	17.	<u>Electrical System.</u> 12V/24V electrical system with commercially available battery. Battery isolating switch be provided.		Certification	Vendor Certification / CoC from OEM
14.	18.	<u>Transmission.</u> Suitable transmission system with forward and reverse gears/Selector and high-low speed selector for creep speed.		Physical check	
15.	19.	<u>Axle.</u> All wheel drive with Rear Oscillating axle with 100 mm oscillation on either side with auto/mechanical locking mechanism.		Physical check/ Certification	CoC along with inspection certificate / reports and physical check for locking mechanism.
16.	20.	<u>Boom.</u> The boom shall be telescopic type. Its extension and retraction shall be hydraulically operated. Boom should have a marking indicating the effective length of the boom when in operation.		Physical check	
17.	21.	<u>Brakes.</u> Travelling and parking brakes as per CMVR.		Physical check / certification	CMVR report

18.	22.	<u>Wheels and Tyres.</u> Earth Moving (EM) tyres with one spare wheel.	CTT	Certification	CoC along with details of all tyres make and size /specifications, Serial No & YoM
19.	23.	<u>Display Panel.</u> Following devices be incorporated in display panel/suitable place in driver's cabin :-		Physical check	Physical check for functioning and Govt approved / NABL certification on calibration of gauges and indicators.
		(a) Hour meter.		Physical check	
		(b) Digital Safe Loading Indicator (SLI) with visual display and audio visual alarm on approaching over load condition with auto-cut on overload condition and over-ride' feature.		Physical check	
		(c) Fuel Level gauge.		Physical check	
		(d) Hydraulic oil pressure gauge.		Physical check	
		(e) Engine Oil pressure indicator.		Physical check	
		(f) Low engine oil pressure indicator.		Physical check	
		(g) Alternator/Battery charging indicator.		Physical check	
		(h) Battery voltage indicator.		Physical check	
20.	24.	<u>Stowage.</u> Facilities for stowage arrangements on the RTFLT shall be provided for the following :-		Physical check	
		(a) One 20 Litre Jerrycan.		Physical check	
		(b) Tools and accessories as provided.		Physical check	
		(c) First Aid Box.		Certification	List of items provided in the first aid box
		(d) One Fire Extinguisher of capacity 02 Kgs inside the operator/driver cabin.		Certification	Certificate of Conformance (CoC) along with test report from govt approved lab / NABL accredited lab for Fire Extinguisher.

21.	25.	<u>Safety Provisions.</u> The RTFLT should be provided with the under mentioned safety devices :-	CTT	Physical check	
		(a) <u>Locking Arrangements.</u> Locking arrangements under all conditions to hold load, to ensure load is kept in place.		Physical check	
		(b) <u>Emergency Operations.</u> In the event of failure of main system, an alternate facility shall be provided for lowering loads and retracting boom for putting all assemblies back to the stowage position.		Physical check	
		(c) <u>Safety Charts/Indicators.</u> An anodized chart showing various positions of the boom and the load which can be safety lifted at differential reaches should be provided.		Physical check	
		(d) <u>Lighting Arrangements.</u> In addition to standard lights as per OEM, two flood lights on cabin shall be provided.		Physical check	
22.	26.	<u>Other Accessories/Provisions.</u>			
		(a) Cold Starting facility/device for operation of RTFLT below (-) 5°C (quantities shall be mentioned in the RFP).		Physical check / Certification	CoC alongwith test reports from Govt approved Lab / NABL accredited Lab.
		(b) 2 Nos cargo nets of minimum 2.5 metres x 2.5 metres for lifting loose items. The nets shall have a load lifting capacity of not less than two tons. The diagonal of the holes shall be a maximum four inches.		Physical check	
		(c) Slings of similar load capacity as that of cargo nets, one each of 'two way' and 'four way' types.		Physical check	
		(d) Halogen/LED search lights with 15 meter electric extension cable and tripod stand, connectable to suitable power outlets on the RTFLT-Qty-02 Nos.		Physical check	
		(e) Tow hook in the front & rear of capacity not less than the weight of the RTFLT as measured at Paragraph 12 above.		Physical check	
		(f) Four Numbers of Metal Wheel Chokes.		Physical check	
		(g) Slings/ropes for securing the RTFLT during transportation.		Physical check	
		(h) One clean agent type Fire Extinguisher of capacity 02 Kgs.		Physical check	List of tools with std make & model etc.
		(j) Tools and accessories as per OEM.		Physical check	
		(k) First Aid Box.		Physical check	CoC for service life

23.	27.	<u>Service Life.</u> Not less than nine years/8,000 hours, whichever is earlier.	CTT	Certification	CoC for service life
<u>Maintenance & Ergonomic Parameters</u>					
24.	28.	<u>Lubricants.</u> All oils and lubricants used on the equipments shall be of the standard range which is easily available in Indian market.	CTT	Certification	CoC along with the details of oils and lubricants used and availability in Indian market.
25.	29.	<u>Maintenance and Periodicity.</u> A maintenance periodicity chart indicating maintenance points and maintenance instructions shall be provided by the side of the lubrication chart. It shall be on aluminum anodized/engraved plates.		Physical check	Charts indicating maintenance periodicity, maintenance points ie Grease nipples, Oil filling, Oil check facility will be checked.
		<u>ESSENTIAL PARAMETERS-B - Nil</u>			
		<u>ENHANCED PERFORMANCE PARAMETERS (EPP) - Nil</u>			

Notes : -

- (a) The user reserves the right to carry out trials on parameters for which vendor certificate is required or ask for vendor certificate at later stage, though the method of trial evaluation has been mentioned in the broad trial plan.
- (b) The vendor certification should be from an accredited lab/NABL certified lab/NABL lab along with the test report/results.
- (c) Any additional aspects to be checked or any reduction in tests during evaluation will be intimated during Pre Trial meeting.
- (d) Sequence, severity & duration of tests in respect of environment & durability tests will be intimated during Pre-Trial meeting.

Appendix H

(Refers to Para 47 of the RFP)

COMMERCIAL CLAUSES**1. Payment Terms**

1.1. **INCOTERMS for Delivery.** The delivery of goods will be based on **INCOTERMS-2020 Delivery Duty Paid (DDP)**, with the Ultimate Consignee as given in Para 1.2 below.

1.2 The ultimate consignee would be as under:-

Serial No	Consignee Location	Numbers of RTFLT (1-2 Ton) to be delivered		Total	Remarks
		(Without Cold Start)	(With Cold Start device)		
(a)	Northern Command Vehicle Depot, Udhampur	36	407	443	Delivery to be completed as per Para 9 of RFP.
(b)	Central Vehicle Depot, Panagarh	18	92	110	
(c)	Vehicle Company, Guwahati	22 + *05	234 + *05	256 + *10	
(d)	Central Vehicle Depot, Delhi	203 + *10	86 + *10	289 + *20	* Quantity of IAF
(e)	Central Vehicle Depot, Allahabad	41	38	79	# Quantity of IN
(f)	Vehicle Transit Point, Bhatinda	352	02	354	L1 vendor to supply Quantity 242 (without cold start device) at Jodhpur - 170, Avadi - 42 and Bhatinda - 30 in addition to quantity 879 (with cold start device) at various depots
(g)	Central Ordnance Depot, Dehuroad	82	-	82	
(h)	Vehicle Depot, Avadi	42	-	42	
(j)	Vehicle Transit Point, Jodhpur	170	05	175	
(k)	Naval Armament Depot, Karanja	02 #	-	02 #	
(l)	Naval Armament Depot, Visakhapatnam	02 #	-	02 #	
(m)	Naval Armament Depot, Alwaye	02 #	-	02 #	
(n)	Naval Armament Depot, Karwar	01 #	-	01 #	
(o)	Naval Armament Depot, Sunabeda	01 #	-	01 #	
	Total	966 + *15 + # 08 = 989	864 + *15 = 879	1830 + *30 + # 08 = 1868	

1.3 **Currency of Payment.** The bidder should submit their bids in Indian Rupees.

1.4 **Contract Price and Requirement of Bank Guarantees.**

1.4.1 **Total Contract Price.** The Total Contract Price will be the final price negotiated by CNC including, taxes and duties applicable at the time of signing of Contract.

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

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

1.4.4 All Bank Guarantee(s) requirements viz Advance Payment Bank Guarantee (APBG), Performance-cum-Warranty Bank Guarantee (PWBG), etc in case of Indian Bidders shall be from any Indian Public or Private Scheduled Commercial Bank.

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

1.5.1 **Advance Payment.** Fifteen (15) % of the Base Contract Price (excluding taxes/duties and training) shall be paid within thirty (30) days through direct Bank Transfer (DBT) upon submission of claim and a Bank Guarantee (BG) for the equivalent amount, subject to correction and acceptability of the documents submitted. The prescribed format of the Advance Payment Bank Guarantee (APBG) is placed at **Annexure II to this Appendix.** The Advance Payment Bank Guarantee (APBG) will deemed to be proportionately and automatically reduced until full extinction along with and prorata to value of each delivery, as evidenced by corresponding copy of document proving delivery and invoices of goods/services supplied/provided. The date of delivery would be reckoned from the date of release of Advance payment by the Buyer to the Seller (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 45th day and actual submission of documents will be excluded from the actual date of advance payment to arrive at the delivery date. In case, no advance is to be paid, the date for reckoning date of delivery would be the date of signing of contract.

1.5.2 **On Dispatch.** Sixty (60)% of the Base Contract price less training and reimbursement of 100% of taxes and duties of deliverables shall be paid on pro rata

basis 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 New Delhi through cheque/Electronic Fund Transfer (EFT) on submission of following documents: - *(Note-The list given below is illustrative. The documents that may be required, depending upon the peculiarities of the procurement being undertaken, may be included/excluded).*

1.5.2.1 Ink-signed copy of Seller's bill.

1.5.2.2 Ink-signed copy of Commercial invoice.

1.5.2.3 The relevant Transport Receipt.

1.5.2.4 Inspection Acceptance Certificate of Buyer's QA agency demonstrating compliance with the technical specifications of the contract.

1.5.2.5 Packing List.

1.5.2.6 Certificate of Origin.

1.5.2.7 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.

1.5.2.8 Exemption certificate for taxes/duties, if applicable.

1.5.2.9 Warranty certificate from the SELLER.

1.5.3 **On Acceptance.** The remaining Twenty Five (25)% of the Base Contract Price of deliverables excluding the cost for training shall be paid within thirty (30) days of submission of the Acceptance Certificate and Certified Receipt Voucher (CRV) issued by the Buyer and other relevant documents as mentioned above for final payment, but such payments will be subject to the deductions of such amounts as the Seller may be liable to pay under the agreed terms of the Contract. The concerned PCDA/CDA will release the payment through cheque/EFT.

1.5.4 **Payment for Training.** Complete payment for training of DGQA, User and Maintenance personnel will be done after completion of training as given in Para 17 of RFP. Vendor will also furnish training completion certificate issued by the buyer along with the bills submitted for release of payment for training.

1.5.5 **Part-Dispatch / Part-Shipment.** Part-dispatch or part-shipment of goods is permitted and corresponding payment will be released to the Seller. However, where permitted, the minimum quantity for using this facility on each occasion will not be less than 50 numbers of RTFLT, 1-2 Ton. In cases of locations where the only/balance delivery is less than 50 numbers, then the balance or maximum number of equipment for delivery and payment would be permitted.

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

1.5.7 Exchange Rate Variation. Exchange Rate Variation shall be applicable for Rupees contract with Indian Vendor, based on RFPs issued under all categories of Capital Acquisition mentioned at Para 8-12 of Chapter I of DAP. The indigenous and import components as also the various currencies (of the import components) for ERV purpose, must be determined in advance. The guidelines on protection of ERV are given **Annexure I** to this Appendix.

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

3. Indemnity Bond. In competitive bidding cases, all participating entities including DPSUs/PSUs/Government Entity will furnish all Bank Guarantees, as applicable.

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

5. Liquidated Damages (LD). In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores / goods, perform services, Conduct Trials, Installation of equipment, training and MET as per schedule specified in the 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, LD 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 LD 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. **Denial Clause.** In case the delay in delivery is attributable to the Seller or a non-force majeure event, the Buyer may protect himself against extra expenditure during the extended period by stipulating a denial clause (over and above levy of LD) in the letter informing the Seller of extension of the delivery period. In the denial clause, any increase in statutory duties and/or upward rise in prices due to the Price Variation Clause (PVC) and/or any adverse fluctuation in foreign exchange are to be borne by the Seller during the extended delivery period, while the Buyer reserves his right to get any benefit of downward revisions in statutory duties, PVC and foreign exchange rate. Thus, PVC, other variations and foreign exchange clauses operate only during the original delivery period. The format for extension of delivery period/performance notice under the Denial clause is at **Annexure IV to this Appendix.**

Annexure I

(Refers to Para 1.5.7 of Appendix H)

GUIDELINES OF PROTECTION OF EXCHANGE RATE VARIATION IN CONTRACTS**1. Parameters to be kept in view while formulation ERV Clause.**

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

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

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

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

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

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

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

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

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

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

2. **Methodology For Claiming ERV**

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

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

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

(a) A bill of ERV claim enclosing worksheet.

(b) Banker's Certificate/debit advice detailing Foreign Exchange paid and Exchange rate as on date of transaction.

(c) Copies of import orders placed on the suppliers.

(d) Invoice of supplier for the relevant import orders.

Annexure II
(Refers to Para 1.5.1 of Appendix H)

BANK GUARANTEE FORMAT FOR ADVANCE

To

The _____
Ministry of _____
Government of India

_____ (complete postal address of the beneficiary)

1. "Whereas President of India represented by the _____ Ministry of _____ Government of India (hereinafter referred to as BUYER) have entered into a Contract No _____ (No. of Contract), dated _____ (Date of Contract) with M/s _____ (Name of SELLER) (referred to as SELLER) and whereas according to the said Contract the BUYER has undertaken to make an advance payment of Rupees/ _____ being payment of _____ % of the total value of Rupees _____ 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 Rupees _____.

3. We undertake to pay to the BUYER any money so demanded notwithstanding any dispute or disputes raised by the SELLER in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the SELLER shall have no claim against us for making such payment.

4. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the BUYER under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till _____ office / Department / Ministry of _____ certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said SELLER and accordingly discharges this guarantee.

5. We, further agree with the BUYER that the BUYER shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary

any of the terms and conditions of the said Contract or to extend time of performance by the said SELLER from time to time or to postpone for any time or from time to time any of the powers exercisable by the BUYER against the said SELLER and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, Amendment issued vide MoD ID No. 4(50)/D(Acq)/08 dated 20.06.2016 or extension being granted to the said SELLER or for any forbearance, act or omission on the part of the BUYER or indulgence by the BUYER to the said SELLER or by any such matter or thing whatsoever which under law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

9. Notwithstanding anything contained herein above:-

(a) Our liability under this Guarantee shall not exceed Rupees _____
(in words) _____.

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

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

Dated the _____ day of _____ (month and year)

Place :

Signed and delivered by _____ (Name of the bank)

Through its authorised signatory
(Signature with seal)

Annexure III

(Refers to Para 2 of Appendix H)

BANK GUARANTEE FORMAT FOR PERFORMANCE-CUM-WARRANTY

To

The _____
 Ministry of _____
 Government of India

_____ (complete postal address of the beneficiary)

Dear Sir,

1. Whereas President of India represented by the _____ Ministry of _____, Government of India (hereinafter referred to as BUYER) have entered into a Contract No. _____ dated _____ (hereinafter referred to as the said Contract) with M/s. _____ (hereinafter referred to as the SELLER) for supply of goods as per Contract to the said BUYER and whereas the SELLER has undertaken to produce a bank guarantee amounting to Rupees _____ which is 3% of Total Contract Price (including taxes and duties) for Performance and Warranty in sequence, to secure its obligations towards Performance-cum-Warranty to the BUYERS.

2. We, the _____ bank hereby expressly, irrevocably and unreservedly undertake the guarantee as principal obligors on behalf the SELLER that, in the event that the BUYER declares to us that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the BUYER by reason of breach/failure to perform by the said SELLER of any of the terms and conditions in the Contract related to Performance and Warranty clauses, we will pay you, on demand and without demur, all and any sum up to {3% of Total Contract Price (including taxes and duties)} _____ Rupees only at any instance under this Guarantee. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract. We shall not be entitled to ask you to establish your claim or claims under this guarantee but will pay the same forthwith without any protest or demur. We undertake to effect payment upon receipt of such written demand.

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

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

5. In no case shall the amount of this guarantee be increased.

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

7. Subject to the terms of this Bank Guarantee, the issuing bank hereby irrevocably authorizes the beneficiary to draw the amount of upto Rupees _____ {3% of Total Contract Price (including taxes and duties)} for breach/failure to perform by the SELLER of any of the terms and conditions of the Contract related to performance and warranty clause. Partial drawings and multiple drawings under this Bank Guarantee are allowed within the above stated cumulative amount subject to each such drawing not exceeding 3% of the Total Contract Price (including taxes and duties) (Rupees _____ 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 Rupees _____ (_____ only (in words)).

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

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

Dated the _____ day of _____ (month and year)

Place :

Signed and delivered by _____ (name of the bank)

Through its authorised signatory
(Signature with seal)

Annexure IV

(Refers to Para 6 of Appendix H)

FORMAT FOR EXTENSION OF DELIVERY PERIOD/PERFORMANCE NOTICE

Name of the Procuring Entity.....

Extension of Delivery Period/Performance Notice

To
M/s (name and address of firm)

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

Ref: Your letter no. dated:

Dear Sir,

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

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

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

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

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

(b) That notwithstanding any stipulation in the contract for increase in price on any other ground including foreign exchange rate variation, no such increase which

takes place after (insert the reckoning date as per DAP 2020) shall be admissible on such of the said Stores as are delivered after the said date.

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

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

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

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

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

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

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

Appendix J

(Refers to Para 47 and 56(b) of RFP)

EVALUATION CRITERIA AND PRICE BID FORMAT**1. Evaluation Criteria.** The guidelines for evaluation of Bids will be as follows:-

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

1.2 Custom duty on input materials shall not be loaded by the Indian Bidder in price bid, if exempted under the existing Notifications. In such cases, necessary Custom Duty Exemption Certificate (CDEC) shall be issued by the Buyer. In cases where Custom Duty is not exempted, Basic Custom Duty on input material is to be included in the cost of Basic Equipment, MRLS, SMT, STE, ESP and any other item listed at Column (ii) of Para 2 below.

1.3 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected based on indicative rates of taxes and duties at columns (vi) and (vii) of Para 2 below. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

2. **Price Bid Format.** The Price Bid Format is given below and Bidder is 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 No	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 RTFLT	1868						
B	Cost of Cold Starting Kit							
C	Cost of Manufacturer's Recommended List of Spares as per the format							

Ser No	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)
	given at Annexure I to Appendix E.							
D	Cost of Special Maintenance Tools and Special Test Equipment as per format given at Annexure II to Appendix E.							
E	Cost of Operator's Manual and Technical Literature (in English Language) including Illustrated Spare Parts List as per Annexure III to Appendix E.							
F	Cost of recommended period of Training excluding the cost of travel and boarding and lodging, separately for operators and maintenance technicians in India.							
G	Freight and Transit Insurance Cost (where applicable).							
H	Total Cost (Total of Serial A to G)							
J	Foreign Exchange component of the proposal. (for Indian Vendors only)							
K	CDEC (if applicable) , its authority and amount for which required.							

Total (Rupees.....) and In Words : Rupees.....

Note.

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

Appendix K
(Refers to Para 52 of RFP)

STANDARD CONDITIONS OF RFP

LAW

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

ARBITRATION

(For Indian Private Vendors)

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

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

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

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

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

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

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

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

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

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

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

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

ARBITRATION

(For Central & State PSEs)

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

ARBITRATION

(For Defence PSUs)

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

FORCE MAJEURE

5.1 Should any force majeure circumstances arise, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual

obligations, if the affected party within 30 days of its occurrence informs in a written form the other party.

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

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

PENALTY FOR USE OF UNDUE INFLUENCE

6.1 The Seller undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or for borne to do any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offence by the seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller.

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

INTEGRITY PACT

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

- (a) A pact (contract) between the Government of India (Ministry of Defence) (the authority or the "principal") and those companies submitting a tender for this specific activity (the "bidders");

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

7.2 In respect of bids from DPSUs, the concerned DPSU shall enter in to a Pre-Contract Integrity Pact, on the same lines with their sub-vendors individually, in case the

estimated value of each sub-contract(s) exceed ₹ 20 Crore and such subcontract(s) are required to be entered in to by the DPSU with a view to enable DPSU to discharge the obligations arising out of their bid in question in response to this RFP.

AGENTS

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

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

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

Annexure I to Appendix K
(Refers to Para 7.1 (j) of
Appendix K)

PRE-CONTRACT INTEGRITY PACT

General

1. Whereas the PRESIDENT OF INDIA, represented by Joint Secretary & Acquisition Manager (Army, Ministry of Defence, Government of India, hereinafter referred to as the Buyer and the first party, proposes to procure (Name of the Equipment), hereinafter referred to as Defence Stores and M/s _____ represented by, _____ Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Seller and the second party, is willing to offer/has offered the Defence stores.

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

Objectives

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

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

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

Commitments of the Buyer

4. The Buyer commits itself to the following:-

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

process, bid evaluation, contracting or implementation process related to the Contract.

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

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

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

Commitments of Bidders

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

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

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

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

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

6.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/integrator/authorised government sponsored export entity of the Defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company or Agent in respect of any such intercession, facilitation or recommendation.

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

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

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

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

7. Previous Transgression

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

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

8. **Bid Security : Earnest Money Deposit**

8.1 Every bidder, while submitting commercial bid, shall submit Bid Security in the form of Earnest Money Deposit (EMD) of Rupees **TWO** Crores.

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

(b) DPSUs will submit all BGs and EMD as applicable while participating in multi vendor cases with private vendors.

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

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

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

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

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

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

(e) **Instances of Forfeiture of EMD**

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

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

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

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

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

9. **Company Code of Conduct**

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

10. **Sanctions for Violation**

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

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

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

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

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

such outstanding payment could also be utilised to recover the aforesaid sum and interest.

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

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

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

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

(ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to debar the Bidder from the bid process or rescind the contract without payment of any compensation to the Bidder. The term '**close relative**' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

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

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

10.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and

binding on the Bidder, however, the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Pact.

11. **Fall Clause**

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

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

12. **Independent Monitors**

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

- (a) Shri Arvind Kumar Awasthi, IAS :1975 (Retd)
A-3/2, Yarrows Appartments, C-85/5,
Sect-62, Noida
Email – arvind.awasthi@gov.in
- (b) Shri AK Manchanda, IRS : 1976 (Retd)
B3/60, 3rd Floor, Safdarjung Enclave,
New Delhi-110029
Email – ashok.manchanda@gov.in

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

Shri Rajinder Kumar
Director (Vigilance) MOD
Room No - 340, B-Wing,
Sena Bhawan, Rajaji Marg,
DHQ PO, New Delhi -110011
Telephone : 011-23012304

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

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

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

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

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

13. **Examination of Books of Accounts**

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

14. **Law and Place of Jurisdiction**

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

15. **Other Legal Actions**

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

16. **Validity**

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

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

17. The Parties hereby sign this Integrity Pact at _____ on

BUYER

BIDDER

MINISTRY OF DEFENCE, CHIEF EXECUTIVE OFFICER GOVERNMENT OF INDIA

Witness

Witness

1. _____

2. _____

1. _____

2. _____

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

EMD BANK GUARANTEE FORMAT

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

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

The conditions of obligations are:-

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

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

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

.....

(Signature of the authorized officer of the Bank)

Name and designation of the officer

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

Appendix L
(Refers to Para 6 of RFP)

CRITERIA FOR VENDOR SELECTION / PRE-QUALIFICATION
(Not applicable to DPSUs/PSUs)

1. The guidelines prescribed for short-listing/ pre-qualification of Indian vendors in Buy (Indian) cases are enumerated in the succeeding paragraphs. **Paragraph 2** deals with the parameters that may be considered for short-listing of vendors, whereas **Paragraph 3** amplifies the process for applying selected parameters to the process of Vendor Short listing.

2. **Parameters.**

(a) **General Parameters.**

(i) Applicant Entity should be an Indian Vendor as defined at Paragraph 20 of Chapter I of DAP 2020.

(ii) Business dealing with applicant Entity or any of its allied entities should not have been suspended or banned, by MoD/ SHQ or any Government Department or organization (as defined in Guidelines for Penalties in Business Dealings with Entities issued vide Ministry of Defence, D(Vigilance) MoD ID No 31013/I/2006-D(Vig) Vol II dated 21 Nov 2016). None of the Promoters and Directors of applicant entity should be a wilful defaulter.

(iii) "Entities" will include companies, with whom the Ministry of Defence has entered into, or intends to enter into, or could enter into contracts or agreements.

(iv) "Applicant entity" may be a company, subsidiary, an associate company (as defined in the Companies Act, 2013), a consortium or a Joint Venture (JV).

(b) **Technical Parameters.**

(i) Vendor shall be a manufacturing entity or a system integrator of defence equipment and not a trading company, except in cases where the OEM participates only through its authorised Vendors.

(ii) Minimum **02 years** experience in **broad areas like manufacturing / electronics etc as applicable in the instant procurement case.** If not, then cumulative experience of at **least 05 years** in above areas, resulting in gaining of competence for manufacturing the proposed product.

(c) **Financial Parameters**

(i) **Average Annual Turnover.** Minimum average annual turnover for last three financial years, ending 31st March of the previous financial year, should not be less than 270.0 Crores.

(ii) **Net Worth.** Net worth of entities, ending 31st March of the previous financial year, should not be less than 45 Crores.

(iii) **Insolvency.** The entity should not be under insolvency resolution as per Indian Bankruptcy Code at any stage of procurement process from the issuing of RFP to the signing of contract.

(iv) **Credit Rating (Desirable Financial Parameter).** Long term credit rating equivalent to CRISIL rating on Corporate Credit Scale as CCR-BBB or better, and SME-04 or better for SMEs issued by credit rating agencies recognized by SEBI. Credit rating should be as on 31st March of the previous financial year.

(d) **Other Parameters.**

(i) **Registration.** Registered for minimum of two years (one year for SMEs). Minimum number of years not applied for JVs constituted specifically for a project.

3. **Stipulations For Applying Parameters.**

(a) **Areas like manufacturing/ electronics/ explosives etc.** Referred to at Paragraph 2(b) (ii) should be defined in each case of procurement.

(b) In case the Applicant Entity is unable to meet the Financial Parameters by itself, it may rely on its **Holding Company** (as defined in the Companies Act, 2013 and amendments thereof) ("Companies Act") for fulfilment of the Financial Parameters, in which case reliance must be placed on the Holding Company towards fulfilment of **ALL** the Financial Parameters.

(c) In case the Applicant Entity is unable to meet one or more of the Technical Parameters by itself, it may rely on a Group Company (ies) for fulfilment of the Technical Parameters. A Group Company in relation to the Applicant Entity may be:-

(i) A company of which the Applicant Entity is an Associate Company. Such company should have ownership, directly or indirectly, of at least 26% of the voting shares of the Applicant Entity.

(ii) A company which is an Associate Company of the Applicant Entity. The Applicant Entity should have ownership directly or indirectly of at least 26% of the voting shares of such Associate Company.

(iii) A Company with whom the Applicant Entity is commonly owned, directly or indirectly, for the least 26% of the voting shares by another company. For example : An Applicant Company A is an Associate Company

of Company B, in which B holds at least 26%. Further, C is also an Associate Company of B, in which B holds at least 26%. In this case the Applicant Company may use the credentials of C as well.

(iv) The Holding Company and Subsidiary Companies (as defined under the Companies Act) of the Applicant Entity.

(d) The Applicant entity may be a single entity or a group of entities (the "Consortium"), coming together to implement the project, in such case:-

(i) The credentials of only those members or their related entities may be counted, who have at least **26%** equity stake in the Consortium.

(ii) Each Consortium should have a designated **Lead Member**.

(iii) For Technical Parameters, **any of the Consortium Members or their Group Companies** may meet the criteria.

(iv) For Financial Parameters; the Turnover and Net Worth of the Consortium Members shall be reckoned **proportionate to Consortium Members' equity stake** in the Consortium, and each Consortium member should meet the other criteria pertaining to Insolvency and Credit Rating. In case the Consortium Member relies on its Holding Company for any one of the above mentioned Financial Parameters, then reliance must be placed on the Holding Company for meeting **all the financial Parameters**.

(e) Vendors should provide all necessary self authenticated documentation in support of their achievement of criteria. Such documentation should inter-alia include:-

(i) Details of projects/supply orders successfully executed in the last two years.

(ii) Annual reports for three years of applicant entity, parent and associate companies, consortium and JV partners.

(iii) Details of shareholders, promoters, associated, allied and JV companies.

(iv) Details of vigilance action, viz ongoing investigation and suspension/debarment/blacklisting actions against the applicant entity or any of its allied entities, parent company or consortium and JV partners, if any by any Department / agency of Central Government.

(v) A certificate from CA/CS indicating the financial parameters for the last three years as per Paragraph 2(c).

(Note: If a vendor is already a supplier to MoD and/ or has already provided the above documents in such cases, it should be necessary

for the vendor to resubmit only such documentations as is necessary to update the above).

(f) Any vendor furnishing false information will be liable for action as per existing guidelines.

4. **Start-ups/ MSMEs**. Start-ups would be defined as per G.S.R 127 (E) dated 19 Feb 2019 (as amended from time to time). For procurement cases where the estimated cost is not exceeding ₹ 100 Crores/ year based on delivery schedule at the time of seeking AoN or ₹ 150 Crores, whichever is higher, to encourage the Start-ups/ MSMEs and build Industrial ecosystem, the recognised Start-ups/ MSMEs in the relevant fields may be considered for issue of RFP without any stipulation of Financial parameters, except Para 3 (c) (iii) above (insolvency) and with General and Technical parameters to be decided on case to case basis.

Appendix M
(Refers to Para 53 of RFP)

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

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

Serial No	Reference	Document Description
1.	Para 5 of RFP	Declaration by Bidder : Debarment of vendors
2.	Para 18 of RFP	Declaration by Bidder: Government Regulation
3.	Para 20 of RFP	Declaration by Bidder : Patent Rights
4.	Para 22 of RFP	Declaration by Bidder : Fall Clause
5.	Para 31 of RFP	Technical document covering performance parameters.
6.	Appendix B	Compliance Table
7.	Appendix B1	Undertaking to Comply with Indigenous Design (if applicable)
8.	Appendix C	Warranty Clause
9.	Appendix D	Malicious Code Certificate (if applicable)
10.	Annexure I to Appendix E	Manufacturer's Recommended List of Spares (MRLS)
11.	Annexure II to Appendix E	List of SMT/STEs, Jigs, Fixture and Infrastructure
12.	Annexure III to Appendix E	Technical Literature
13.	Appendix J	Price Bid
14.	Annexure I to Appendix K	Pre-Contract Integrity Pact
15.	Annexure I to Appendix K	EMD

GLOSSARY

AoN	Acceptance of Necessity
ATP	Acceptance Test Procedure
CNC	Contract Negotiation Committee
DAC	Defence Acquisition Council
DGQA	Director General of Quality Assurance
DPB	Defence Procurement Board
DAP	Defence Acquisition Procedure
DRDO	Defence Research and Development Organisation
ESP	Engineering Support Package
EMD	Ernest Money Deposit
FET	Field Evaluation Trials
Gol	Government of India
IC	Indigenous Content
IP	Integrity Pact
LRU	Line Replaceable Unit
MET	Maintainability Evaluation Trials
MoD	Ministry of Defence
MRLS	Manufacturer Recommended List of Spares
NCNC	No Cost No Commitment
OEM	Original Equipment Manufacturer
OTE	Open Tender Enquiry
PCIP	Pre Contract Integrity Pact
QA	Quality Assurance
RFP	Request for Proposal
SPB	Service Procurement Board
SHQ	Service Headquarters
TEC	Technical Evaluation Committee