(Cover Page)

सत्यमेव जयते
Ministry of Defence
Government of India

REQUEST FOR PROPOSAL

BY

MINISTRY OF DEFENCE

GOVERNMENT OF INDIA

FOR PROCUREMENT OF

QUANTITY 140
LIGHT WEIGHT RADIO RELAY FOR MOUNTAINS

THRQUGH

FAST TRACK PROCEDURE

UNDER

CATEGORY BUY (INDIAN)

This document contains 85 pages including cover page and Appendices.

Tele : 011-23018926

E mail: tac.comns-5@gov.in

File No : B/46236/LWRR/Sigs 5(b)

Director General of Signals
General Staff Branch
Signals -5, Room No 604,
A Wing, Sena Bhawan
Integrated HQ of MoD (Army)
New Delhi-110011

17 Oct 2022

To

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REQUEST FOR TECHNICAL AND COMMERCIAL PROPOSAL FOR PROCUREMENT OF QUANTITY 140 LIGHT WEIGHT RADIO RELAY FOR MOUNTAINS
CATEGORY: BUY (INDIAN)

Dear Sir/Madam,

1. The Ministry of Defence, Government of India, intends to procure Quantity 140 Light Weight Radio Relay for Mountains **under Buy (Indian) category** and seeks participation in the procurement process from prospective Bidders subject to requirements in succeeding paragraphs.

Synopsis

2. **Broad Description of Equipment/System**. It is proposed to procure **quantity 140 Light Weight Radio Relay (LWRR) for Mountains** alongwith complete accessories for the Indian Army as per the operational characteristics and features elucidated at **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 Annexures(s) with that mentioned in the RFP, information furnished in the main body of the RFP at referred Paragraph is to be followed.

Ser No.	Description	Details	Reference Para of the RFP
(a)	Equipment/System required	Light Weight Radio Relay for Mountains	Para 1 of this covering letter
(b)	Quantity Required	140	Para 1 of this covering letter
(c)	Categorisation of Procurement	Buy (Indian)	Para 1 of this covering letter
(d)	Minimum IC Content required	As per DAP 2020	Para 7 of Part I of RFP

(e)	Place(s) of Delivery	COD, Agra	Para 9 of Part I of RFP
(f)	Warranty Period	Three Years	Para 11 of Part I of RFP
(g)	MRLS	Two Years	Para 33 of Part II of RFP
(h)	Date of issue of RFP	17 Oct 2022	
(j)	Last date for submission of Pre-bid queries	27 Oct 2022	Para 22 of Part I of RFP
(k)	Date and time for Pre-bid meeting	01 Nov 2022 , 1000 Hr	Para 23 of Part I of RFP
(l)	Last date and time for Bid Submission	14 Nov 2022, 1300 hr	Para 24 of Part I of RFP

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

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

6. The end user of the equipment is the **Indian Armed Forces**.

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

8. This RFP is non-transferable.

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

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

Yours faithfully

(Sanjiv Sharma)
Major General
Chairman,
Empowered Committee

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Disclaimer

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

PART I – GENERAL REQUIREMENTS

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

Non-Disclosure

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

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

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

5. **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. 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**. The detailed Pre-Qualification criteria for the Bidders for participation in the instant procurement case are placed at **Appendix K** to this RFP. All Bidders are to submit details as per the criteria along with the Technical Bids. These would be evaluated by the TEC.

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

8. **Year of Production**. Deliverables [platforms (including major equipment)/ equipment/ systems] supplied under the contract should be of latest manufacture i.e manufactured after the date of Contract with unused components/assemblies/sub-assemblies, conforming to the current production standard and should have 100% of the defined life at the time of delivery. Deviations, if any, should be clearly brought out by the Bidder in the Technical Proposal. Manufacturing year with serial number should be engraved in all assemblies.

9. **Delivery Schedule**. The delivery schedule of equipment and services along with the relevant payment stages is specified at **Annexure IV to Appendix G**.

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 Three years. Commencement of warranty will be from the date of acceptance of goods post JRI . Warranty Clause is given at **Appendix C** to this RFP.

12. **In Service Life/Shelf Life**. The In Service/Shelf Life Light Weight Radio Relay for Mountains shall be minimum **Ten (10) years**. 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 TEC.

13(a). **Product Support**. The Bidder would be bound by a condition in the contract that he is in a position to provide product support in terms of maintenance, materials and spares for a minimum period of **Ten (10) years** . Even after the said mandatory period, the Bidder would be bound to give at least two years notice to the Government of India prior to closing the production line so as to enable a Lifetime Buy of all spares before closure of the said production line. This, however, shall not restrict the Buyer from directly sourcing sub-equipment/sub-assembly and spares from their respective OEMs/sub-vendors on completion of warranty. In case the sub-equipment/sub-assembly/parts require tuning/calibration/ integration by the Bidder prior replacement, the same is to be undertaken by the Bidder at fair and reasonable cost, as mutually agreed between Buyer and Bidder.

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

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

15. **Training of Crew and Maintenance Personnel**. A training package for training of operators, operator trainers and maintenance personnel to undertake operation and maintenance of equipment, along with tools and test jigs and training of QA personnel for Quality Assurance of equipment would be required to be carried out in English language and Hindi language. This training shall be designed to give the operators and maintainers necessary knowledge and skills to operate & maintain equipment (level 1 to 4 or 'O'/ 'I'/ 'D'), as applicable. The maintenance training will be imparted to the satisfaction of the Buyer and Bidder will ensure that the training content and period will be to impart working proficiency up to the required level. All training requirements such as training aids, projection system, complete equipment with accessories / optionals, technical literature, spares, test equipment / test set up, charts, training handouts, power point presentations, Computer Based Training (CBT), Documentation, Simulators etc will be catered by the Bidder.

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

(a) **Operator Training.** Operator training for 07 working days duration with a batch strength of 30 persons each at two different locations as nominated by the Buyer. CBTs covering all aspects will be provided for imparting training to operators.

(b) **Repair and Maintenance Course.** Maintenance training to be as under:-

(i) **Maintenance Training.**

S. No	Description of Training	Type of Training	No of Trainees	Duration	Location	Remarks
(aa)	EME	'O' Level	36	06 days	At OEM premises	In 02 batches of 18 persons each with a gap of 18 months
(ab)	EME	'I' Level	08	08 days	At OEM premises	

(ii) The above training should meet the needs of repair and maintenance of the complete equipment, use of SMTs/ STEs, test set up, assemblies/ sub-assemblies as per the stipulated repair philosophy. In addition to training on operation and diagnosis using STEs, training would also cover repair of STEs using procured spares for STEs.

(iii) Training content should be commensurate with the proposed Permissible Repair Schedule (PRS).

(iv) The trained personnel should be able to vet the MRLS to align it to actual on ground requirement. The training should bring out utilization of provided MRLS items including procedure of their fitment/ repair.

(v) A movie should be made of entire training class with titles for reference in future. Movie should also include stepwise use of SMTs/ STEs.

(c) Training for QA personnel as per scope mentioned in Para 15 of RFP for two personnel in one batch is to be undertaken in Bidder/Buyer premises for three working days before PDI.

17. **Government Regulations**. Bidder to ensure that there are no Government restrictions or limitations in the country of the Bidder or countries from which subcomponents are being procured and/or for the export of any part of the deliverables being supplied.

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

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

20. **Integrity Pact**. In the subject RFP, the Bidder is required to sign and submit Pre Contract Integrity Pact (PCIP), given at **Annexure I to Appendix J** to this RFP and shall also deposit Rs 70 Lakhs (Rs Seventy Lakhs Only) as Earnest Money Deposit (**EMD**) through any of the instruments mentioned therein (Refer Para 8 of Annexure I of Appendix J). This would be submitted in a separate envelope clearly marked as 'IP and EMD at the time of submission of Technical and commercial offers. The Beneficiary Bank Details for furnishing EMD are as follows:-

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

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

Bid Timelines

22. Any queries/clarifications to this RFP may be sent to this office by 28 Oct 2022. A copy of the same may also be sent to:-

Directorate General of Signals
Signals -5
Integrated HQ of MoD(Army)
Room No -602, 'A' Wing, Sena Bhawan,
DHQ PO New Delhi – 110 105
Phone Number - 011 – 23018926
E mail - tac.comns-5@gov.in

23. **Pre-Bid Meeting**. A pre-bid meeting will be organised by SHQ at 1000 hrs on 01 Nov 2022 to clarify doubts regarding submission of proposals. The Bidder or his authorised representative is requested to attend.

24. **Submission of Bids**. The Technical and Commercial Proposals along with IP and **EMD** should be sealed separately in three separate envelopes clearly indicating Commercial/Technical/IP and **EMD** as applicable, and then put in one envelope and sealed (**all the envelopes should clearly state the letter No of RFP and the name of equipment and Bidder name**) and submitted at **Gate No 6 of Sena Bhawan** to the undersigned by 1300 hours on 14 Nov 2022

O/o Signals-5, DG Sigs
Room No 602, A Wing
Sena Bhawan, New Delhi
Tele No 23012439 / 23016926

25. Offer opening by EC will be held **at 1430 hrs on 14 Nov 2022** at the same venue as indicated at **Para 24** above. The Bidder or his authorised representative is welcome to be present at the opening of the proposals. Necessary details may be sent atleast two days in advance to facilitate obtaining of security clearance.

PART II – TECHNICAL REQUIREMENTS

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

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

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

(a) The technical offer should contain specification of systems / sub systems/ accessories.

(b) Ready reference user hand book for operation of equipment shall be provided in technical bid by BIDDER.

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

30. **Technical Details**.

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

(b) Insufficient or incomplete details may lead to rejection of the offer. Mere indication of compliance may be construed as incomplete information unless system's specific technical details are available in the offer.

31. The technical offer should have a separate detachable compliance table as per format given at **Appendix B** to this RFP stating specific answers to all the parameters as listed at **Appendix A** to this RFP. It is mandatory to append answers to all the parameters

listed in **Appendix A** to this RFP. Four copies of the Technical Proposal should be submitted (along with one soft copy), however only one copy of the commercial proposal is required.

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

33. **Product Support (ESP)**. After completion of three (03) years of warranty, the Maintenance Support by in-house agency for **'O' level and 'I' level** repair using procured Engineering Support Package (ESP) will be undertaken as per the repair and maintenance philosophy att at **Appendix E to this RFP**. The information on Engineering Support Package that is required to be provided is enclosed at **Annexure I to IV to Appendix E to this RFP**. BIDDER 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 during the life cycle of the equipment.

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

(a) Manufactured by Bidder as OEM and can be sourced as per Part No.

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

(c) Bought out from other OEMs/Third Party as specialised items and used without any customization. Such items can be sourced by quoting their Part No./Identification No. as given by OEM/Third Party and directly utilised.

(d) General Engineering items/COTs which can be sourced by stating the relevant standards and item description.

Note*. The OEM Part No. /Identification No. of items in addition to bidder assigned part number are also required to be given. To the extent feasible, NATO Stock Number (NSN) be also provided.*

35. As brought out at **Para 26**, 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 verified during Demonstration. 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 Buyer would also have the option to amend the MRLS proposed by the Bidder within **two** years of the expiry of the warranty period. The Bidders would either 'Buy Back' the spares rendered surplus or exchange them on cost to cost basis with the spares as required by the Buyer. The said spares would be purchased/ replaced by the Bidder, based on the prices negotiated in the contract. The 'Buy Back' clause would not be applicable for additional spares included by the Buyer in MRLS during demonstration of maintenance aspects as part of TEC

36. **BLANK.**

37. **Active Technology Obsolescence Management**. Bidder is to indicate the methodology on how the Bidder intends to undertake Active Obsolescence Management

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

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

(b) Three years prior to completion of design/service life of equipment, the Bidder/OEM will submit techno-commercial proposal for upgradation of equipment, wherever applicable, to mitigate technology obsolescence and for ensuring product support for next 10 years.

Evaluation of Technical Offers

38. The technical proposals forwarded by the Bidders will be evaluated by the EC. The EC will examine the extent of variations/differences, if any, in the technical characteristics of the equipment offered by various Bidders with reference to the Operational and Technical Requirements as elaborated at **Appendix A** and prepare a "Compliance Statement" for shortlisting the Bidders for Demonstration at location specified / by the EC.

39. **Demonstration**.

(a) **Demonstration**. Only vendors who are technically cleared (as per documents submitted) would be asked to organize a Demonstration of the equipment **in and around NCR** within **thirty (30) days** after evaluation of documents by EC on 'No Cost No Commitment' basis. Demonstration will be witnessed by the EC Members/ Representatives nominated by the Chairman EC for evaluation as per **Demonstration Methodology** given at **Appendix F** to this RFP.

(b) **Demonstration of Maintenance Aspects**. In order to maintain the equipment in field Army, maintenance related aspects shall be demonstrated by vendor with associated equipment/accessories. Following aspects to be included in the demonstration:-

(i) Technical Literature to include User Handbook, Technical Manuals, ISPL, MRLS, Technical Manuals on STEs, details of training aggregates, CBTs, IETMs for training of technicians for maintenance.

(ii) Details of SMTs and STEs.

(iii) Tree diagram to include demo of assemblies/sub-assemblies.

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

Quality Assurance Instructions (QAI)

41. QAI is attached at **Annexure III to Appendix F**. Bidder is to submit a Draft Acceptance Test Procedure (ATP) along with the Technical bid. Based on the draft ATP, the ATP will be finalised by the QA Agency of the Buyer with Bidder. ATP will be finalised at the CNC stage. ATP shall be included in the contract at the time of finalisation with successful bidder. ATP will lay down the tests to be carried out during PDI and JRI. It shall be ensured that there are no repetition of QA tests in PDI and JRI. The JRI would normally be restricted to quantitative checks only, except where check proof is required to be carried out.

Marking and Packaging

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

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

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

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

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 to ensure that each deliverables 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.

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

48. Commercial offers will be opened only of the Bidder whose equipment is short-listed, after technical evaluation, documentation check and demonstration of the equipment witnessed by the EC / Representatives nominated by the Chairman EC, evaluated as per the Demonstration Methodology The Commercial Offer must be firm and fixed and should be valid for at least 06 months from the last date of bid submission.

Commercial Bid Opening

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

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

51. The EC 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 J** to this RFP regarding Agents, penalty for use of undue influence and Integrity Pact, access to books of accounts, arbitration and clauses related to Law. These conditions along with other clauses of the Contract form the Standard Contract Document (as at **Chapter VI** of DAP 2020) indicates the general conditions of contract that would be the guideline for all acquisitions. The draft contract would be prepared as per these guidelines. In addition, '**Termination Clause**' as given in **Para 10** of **Appendix J** to this **RFP** will be applicable.

PART IV: BID EVALUATION AND ACCEPTANCE CRITERIA

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

54. The bids shall be unconditional and unqualified. Any condition or qualification or any other stipulation contained in the bid shall render the bid liable to rejection as a non-responsive bid.

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**. As per Para 38 and 39 of Part II of RFP.

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

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

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

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

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

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

Appendix A
(Refers to Para
26,27, 28 , 30 (a) and 31
of RFP)

OPERATIONAL CHARACTERISTICS AND FEATURES

General Description

1. The Light Weight Radio Relay equipment proposed for procurement is envisaged to be lightweight, compact, portable and easy to handle. The equipment will be deployed in High Altitude Areas, Mountains and Hilly areas. The equipment will need to endure sustained cross-country move over rough terrain while being man portable, mule based or vehicle mounted.

Physical Characteristics

2. **Weight**. The weight of the Light Weight Radio Relay equipment (ODU, IDU, PSU, Antenna (without mast section and alignment unit)) should be less than or equal to 35 kg.

3. **Colour**. Olive Green (Matte Finish).

Operational Characteristics

4. **Service Employability**. To provide tactical communication in mountainous terrain.

5. **Climatic Conditions**. The equipment will be suitable for employment in temperature range of -20° C to +45° C (for operation and preservation).

6. **Guaranteed Operating Hours**. The Light Weight Radio Relay Equipment should be capable of continuous working on a single set basis for 48 hour without breakdown and overheating problems.

Technical Specifications

7. Technical Specification of Light weight of Radio Relay is as under:-

Ser No	Parameter	Value	
(a)	Modes of Operation	(i)	Fixed Frequency (FF)
		(ii)	Frequency Hopping (FH)

Ser No	**Parameter**	**Value**
(b)	Communication Ranges	(i) 15 Km or more in single hop for FF and FH for RLOS. (ii) 25 km or more in repeater mode in FF and FH for RLOS.
(c)	Frequency Range	4.4 to 5 GHz
(d)	Data Throughput	(i) 100 Mbps or more in FF mode. (ii) 8 Mbps or more in FH mode.
(e)	Adaptive Power Output	The equipment should be configurable in multi power modes (atleast two power modes). The radio relay must offer Adaptive Power Control (APC).
(f)	Frequency Hopping Rate	500 hops per second or more
(g)	Interfaces	(i) Atleast two 100 / 1000 Mbps Ethernet interfaces capable of providing 100 Mbps or better data rates with RJ 45 connector (ii) Atleast two G.703 electrical interfaces with data rates of 2 Mbps (E1) (iii) Atleast two Optical Ethernet Interfaces (iv) Any other interface which assists additional functionality of the equipment. (v) 01 x NMS interface
(j)	Security	(i) **Clear Mode**. Both data and control path in clear mode (ii) **Secure Mode (Industrial Grade Security)**. 256 bit AES encryption algorithm for data over the radio link and 128 bit or better AES encryption algorithm for radio control path (if separate) to be provided. Repository of fresh keys alongwith Key Generation Software and provision to load these keys in the LWRR will be provided with each LWRR.
(k)	Provision of EOW	Yes
(l)	Ruggedized Configuration terminal	Ruggedized laptop terminal (MIL-STD-810G or better) for configuring, troubleshooting and link management using NMS with each LWRR with following specifications:- (i) Processor i7 (10^{th} gen or better) / AMD Ryzen 7 or better. (ii) RAM 8 GB or more. (iii) Display Size 14 inch or more with resolution (1920 x 1080 HD or better)

Ser No	Parameter	Value
		(iv) Licensed OS compatible with NMS.
(m)	Antenna Parameters	(i) **Type**. Directional (ii) **Gain**. 29 dBi or more (iii) **RF transmission power**. 25 dBm or more
(n)	Receiver Sensitivity	Minus 60 dBm or better
(o)	Antenna Mast Type 1(Tripod)	(i) Mast System full height 2 metre or more (ii) Retracted Height 1.5 m or less (iii) Operational wind speed 80 km/hr or more with payload (iv) Survivable wind speed 120 km/hr (v) Weight – 15 Kg or less (excluding weight of accessories)
(p)	Antenna Mast Type 2	(i) Detachable Section Based Mechanical Antenna Assembly (ii) Mast System full height 18 meter or more. (iii) One Section Length 2m or less (iv) Operational wind speed 80 km/hr or more with payload (v) Survivable wind speed 120 km/hr (vi) Weight 120 Kg or less (excluding weight of accessories)
(q)	Antenna Alignment Unit	Weight to be less than 15 Kg
(r)	Power Supply	(i) **DC**. 24 to 48 V DC (ii) **AC**. 230V± 10% AC Supply (iii) Automatic changeover required for failsafe operation.
(s)	Environmental Specifications	MIL-STD-810G or equivalent for IDU, ODU, Antenna Alignment Unit, Antenna. (Refer Para 4 of Annexure III of Appendix F).
(t)	EMI/EMC	MIL STD 461 E or later

8. **Network Management System (NMS)**. NMS for configuration of LWRR as per details given below will be provided:-

(a) The following minimum details of a Light Weight RR should be available and displayed accordingly using the NMS:-

(i) **System Details**.

(aa) Radio Identifier (ID).

(ab) Own and distant radio ID Location.

(ac) Mode.

(ad) Version.

(ae) Current Time.

(af) Mac and IP Address.

(ag) Subnet Mask and Gateway Address.

(ii) **<u>Wireless System Details</u>**.

(aa) Transmission Power.

(ab) Channel Frequency.

(ac) Channel Size.

(ad) Wireless Security details.

(iii) **<u>Link Status</u>**.

(aa) Subscriber IP and MAC Address.

(ab) Link Up Time.

(ac) Link Distance.

(ad) Transmission Power and Throughput Load.

(b) Control and Monitor radio parameters upto port level over LAN/ WAN.

(c) Carry out Self-Testing and generate reports and logs.

9. **<u>Safety</u>**. Following safety features will be provided:-

(a) Must be protected against reverse voltage, should have fuses and other built-in safety devices.

(b) Protection against the following:-

(i) AC and DC over voltage and under Voltage.

(ii) Surge from power and signal port.

(iii) Surge protection from antenna sub sys.

(c) Operation at high ground resistance (up to 8 Ohms) condition.

10. **BITE**. The system should have a Built In Test Equipment (BITE) for constant monitoring of all system functions.

11. **Special Protection Required** Protection against lightning by way of lightening arresters will be provided for each system.

12. **Carrying Cases**. The equipment (Less Antenna and Mast assembly) along with all accessories should be man and mule portable and to be packaged in separate carrying cases which will be provided. Carrying Harness for the antenna will also be provided.

Maintenance Aspects

13. **Product Support**. The equipment will be under warranty for initial three years and subsequently will be maintained by ESP.

14. **Periodic Adjustments/ Calibrations**. The equipment should not have any periodic adjustments/ Calibration of any nature.

15. **Maintainability**.

(a) The equipment should have a minimum 'In service life' of 10 years.

(b) Mean time between failures should be 4500 hrs or more.

16. **Literature**. The following technical literature will be provided:-

(a) User Handbook including maintenance instruction.

(b) Technical Manual.

(c) Complete equipment schedule.

(d) List of components and price list.

17. Finalised publication of the above shall be made available simultaneously with the production models.

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

COMPLIANCE TABLE

For Light Weight Radio Relay For Mountains

Ser No	Requirement as per the RFP	Compliance/ Partial Compliance	Indicate references of Paras/Sub Paras of the Main Technical Document
General Conditions of RFP (Para 01 to 57)			
Technical Parameters as per Appendix A			
	Essential Parameters 'A'		
Commercial Parameters as per RFP			
	Performance-cum-Warranty Bank Guarantee as per Annexure II to Appendix G of RFP		
	Advance Payment Bank Guarantee as per Para 1.4.1 of Appendix G of RFP		
	Earnest Money Deposit as per Para 8 of Annexure I of Appendix J of RFP		

Appendix C
(Refers to Para 11 of RFP)

WARRANTY CLAUSE

1. The **BIDDER** 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 **BIDDER** warrants for a period of Three Years 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 **BIDDER** 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 and Bidder. Spares **and all consumables** required for warranty repairs shall be provided free of cost by **BIDDER**. The **BIDDER** also warrants that the special oils and lubricants required for the warranty repair of the equipment shall be provided by the **BIDDER** himself. **All activities including diagnosis, rectification, calihration, transportation etc, required for making equipment serviceahle and available would be the BIDDER's responsibility.** The **BIDDER** 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 **BIDDER**. The **BIDDER** shall intimate the assignable cause of the failures.

4. **BIDDER** hereby warrants that necessary service and repair backup during the warranty period, including routine maintenance beyond Unit Level , shall be provided by the **BIDDER** 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 than02% of the quantity of goods with respect to a particular item/component/sub-component, that** complete **item**/equipment shall be replaced free of cost by the **BIDDER** within a stipulated period of 30 days of receipt of the notification from the **BUYER** duly modified/upgraded through design improvement in all equipment supplied/yet to be supplied and ESP supplied/yet to be supplied.

6. BIDDER will maintain Point of Contact at Udhampur and Guwahati throughout Warranty period. **BIDDER 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 **BIDDER** undertakes that the warranty period for the goods/stores shall be extended to that extent.

Appendix D
(Refers to Para 32 of RFP)

CERTIFICATE: MALICIOUS CODE

(To be rendered on the Company Letter head)

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

(a) Inhibit the desired and designed function of the equipment.

(b) Cause physical damage to the user or equipment during the exploitation.

(c) Tap information resident or transient in the equipment/ networks.

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

(Signed)

Designation/Name/Address of firm

Date:

Place:

Appendix E
(Refers to Para 33 & 34 of RFP)

PRODUCT SUPPORT

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 as under:-

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

(i) **Unit Repairs.** Repairs, carried out within the unit holding the equipment using tools supplied by the manufacturer as per scaling. These repairs generally pertain to cleaning, lubrications, minor repairs and replacement of components and minor assemblies including Line Replaceable Units (LRUs) etc, carried out without any sophisticated tools or test equipment. The manufacturer is required to provide the following as per provisions in the RFP for carrying out such repairs :-

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

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

(ii) **Field Repairs.** These are repairs carried out at field level by technicians specially trained for this purpose and where the required special tools and spares have to be provided. These repairs comprise replacement of common Line Replaceable Units (LRUs), sub-modules, other components which may require Special Maintenance Tools (SMTs) supported by diagnostics using Special Test Equipment's (STEs). The vendor may also include Built in Test Equipment (BITE) facility to identify faulty upto field level. In total there shall be 10 field workshops to provide repair cover to quantity 140 Light Weight Radio Relay, The manufacturer 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/flotilla/station work shop.

(b) **'I' Level.** Includes 3rd level Intermediate Repairs by Corps Zone Workshop/Dockyard/Base Repair Depot or other similar service organisation. These are extensive or special repairs carried out to include component level repairs. This level of repair envisages special diagnosis and repairs of the repairable inventory up to Printed Circuit Board (PCB) level, major assemblies, interface equipment/software and other components beyond the scope of field/flotilla/station level repairs. These repairs are carried out in the designated workshops by technicians specially trained for this purpose requiring special tools and spares and the number of such facilities will be stated based on equipment deployment pattern. The manufacturer is required, among others, to provide the following:-

(i) Quantity and specification of spares up to PCB level that need to be stocked for a population of the equipment.

(ii) Special Maintenance Tools and Test Equipment that has to be provided to each of these workshops.

(iii) Oils and lubricants necessary for Servicing.

(iv) All necessary technical literature.

(v) Calibration facilities for test equipment, where applicable.

Engineering Support Package (ESP)

2. ESP is the basic engineering support the Bidder 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.

(c) Technical Documentation.

(d) Training.

3. **Spares**

(a) **Manufacturer's Recommended List of Spares (MRLS)**. This is the list of spares, recommended by the manufacturer, for maintaining operational serviceability of the equipment and sustain it for the period as stipulated in the RFP. Based on the explanation given above, you are requested to provide MRLS to sustain the equipment for a period of 02 years for various levels of repair as per format given at **Annexure I** to this Appendix E. 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 SMT/STE/Test Jigs being supplied are complete and adequate for carrying out repairs on the equipment up to the specified level. Any Bidder found to be providing lesser ESP/MRLS in terms of range and depth will have to make good the deficiency at **no extra cost** (Para 34 of RFP refers). The Bidder will also commit that any additional items, spares, tools and equipment needed for use, maintenance and repair will be supplied by the Bidder at prices and within a period as specified in the contract, on receipt of notification from the Buyer for the Life-Cycle Support period. The Bidder will confirm that, if two different prices have been given for the same/similar item, then the lower price quoted will prevail. In case, the quoted accessories has several items viz, Sampling Accessory Kit and add up price of these items is higher than the quoted price of the accessory, then the price would be lowered / adjusted proportionately for the items.

(ii) **'Buy Back' Clause.** The Buyer would have the option to amend the Manufacturer's Recommended List of Spares (MRLS) proposed by the Bidder within a period of **two years**, post expiry of the warranty period. The Bidder needs to agree to either 'Buy Back' the spares rendered surplus or exchange them on 'cost-to-cost' basis with the spares, as required by the Buyer. The said spares would be purchased / replaced by the Bidder, based on the prices negotiated in the contract.

4. **Special Maintenance Tools / Special Test Equipment and Test Jigs (SMTs/STEs/Test Jigs).** SMTs, STE and Test Jigs are essential tools/Jigs/fixtures required to undertake effective engineering support / repairs on the equipment and its systems, based on the Maintenance Philosophy. Bidder is required to provide SMTs and STEs for repair ***upto 'I' level repairs***. This would be formulated in a similar manner as explained as per the suggested format at **Annexure II to Appendix 'E'**. SMTs and STEs Jigs will be provided and installed by the Bidder at designated repair points. The list of equipment required to be supplied will incorporate Adequacy Clause, as elaborated above SMTs/STEs would also be subjected to demonstration on maintenance aspects.

5. **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 Technical and Commercial Proposals. The cost column may be left blank in the Technical Proposal. An illustrated list of documents which is required to be submitted by the Bidder preferably in JSG 0251-Revised version 2015 is as under:-

(a) User Handbook/Operators Manual in English and Hindi.

(b) **Technical Manuals.**

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

(ii) **Part II.** Inspection/Maintenance tasks repair procedures, materials used, fault diagnosis and use of Special Maintenance Tools (SMTs)/Special Test Equipment (STEs).

(iii) **Part III.** Procedure for assembly/disassembly, repair up to component level, safety precautions.

(iv) **Part IV.** Part list with drawing reference and List of SMTs/STEs Test Bench.

(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 STE with drawing references.

(h) Condemnation limits.

(j) Packing specifications /instructions.

(k) Any additional information suggested by the OEM.

6. **Training.** A training package for maintenance personnel to undertake operation and maintenance of equipment at 'O'& 'I' level along with tools and test equipments training would be required to be carried out in English and 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 etc will be provided by the Bidder for the conduct of training. Training should preferably be conducted six months prior to expiry of warranty period. The Bidder will provide the Operation and Maintenance & Repair training, for the duration, strength and locations specified in the RFP and Contract. The following may also be noted:-

(a) Details of training to be as per Para 1 above and **Annexure IV to Appendix** E.

(b) The training should meet the needs of repair and maintenance of the complete equipment, use of SMTs/ STEs, test set up, assemblies/ sub-assemblies as per the stipulated repair philosophy. In addition to training on operation and diagnosis using STEs, training would also cover repair of STEs using procured spares for STEs.

(c) Training content should be commensurate with the proposed Permissible Repair Schedule (PRS).

(d) The trained personnel should be able to vet the MRLS to align it to actual on ground requirement. The training should bring out utilization of provided MRLS items including procedure of their fitment/ repair.

(e) A movie should be made of entire training class with titles for reference in future. Movie should also include stepwise use of SMTs/ STEs.

(f) The costs for aggregates and training must only be indicated in the commercial proposal.

7. **Sufficiency Clause**. Bidder will give an undertaking that the proposed Engineering Support Package (ESP) is sufficient to sustain the 'O' and 'I' level repair maintenance for **quantity 140 LWRR including software for a period of 02 years after expiry of warranty**. Any item falling short in the ESP in terms of range and depth will be replenished by the Bidder at **No Additional Cost**. Bidder will give an undertaking agreeing to carry out any change to the ESP (to include MRLS, SMTs/STE, Installation material, Technical Literature and Training Aggregates) under the previsions of this clause within the existing commercial quotes. On termination of training, technicians should be capable of carrying out stipulated maintenance/repair to the full system. Else training will be repeated by the vendor **without any additional cost**.

Annexure I to Appendix E
(Refers to Para 3(a) of Appendix E)

MANUFACTURER'S RECOMMENDED LIST OF SPARES (MRLS)

Equipment : **Light Weight Radio Relay**

Original Equipment Manufacturer (OEM) : ________

Ser No	Manufacturer's Part No	Source of Supply	Nomenclature	No fitted in one	Illustrated Spare Parts List (ISPL) Reference	Vital/ Essential/ Desirable (V/E/D)	Unit Cost	Recommended scale for 140 Qty Eqpt for two years			Total Cost			Remarks
								Field Repair	I Level Repair	Total	Field Repair	I Level Repair	Total	
								(17)	(03)		(17)	(03)		

Note 1

1. Maintenance spares/stores like lubricants, sealing compound, gases should be given separately giving source of supply and their Indian equivalent.

2. Spares for Major Unit Assemblies (MUAs)/ components repairs should be included under the column of Fd Repair as suggested by OEM.

3. in 'Remarks' column following information (if applicable) be given:-

   (a) If an item has a shelf/operational life it be marked as 'G' and life indicated.

   (b) Matching set of components be indicated.

   (c) item which can be locally manufactured should be marked 'LM'.

(d) Items which cannot be manufactured in India due to sophisticated design/technology may be marked as 'Si' (speciai item).

(e) if a component/assembly is common to any other equipment earlier offered by the OEM the same be marked 'CM' and name of the equipment be indicated.

4. MRLS should be drawn out of the 'Part List' of the equipment, which should be given separately as part of Technicai Manual Part iV.

5. If the main equipment consists of certain other supporting equipment like generator sets then MRLS should be prepared under respective heads.

6. MRLS is prepared as per the maintenance concept of the customer (Appendix 'E' to this RFP).

7. Items provided along with the equipment as spares should also be included in MRLS.

8. Modules/Shop Replaceable Unit (SRU)/ assembiies shouid be listed and their components should be included under them as to relate each item of spare to the module/ SRU/ assembly.

9. Complete MRLS should be costed separately for 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 demonstration of maintenance aspects (refer Para 39(b)).

10. MRLS for any SMTs/ STEs / TJs/ Test Equipment being offered should also be previded on similar format as main equipment.

11. The list of spares should indicate Vital, Essential and Desirable as V/E/D as per detaiis given below:-

(a) **Vital**. Items which are operationaliy critical to functioning of Equipment/Vehicie, where no redundancy is available or its faiiure endanger the Equipment / Operator's safety. Generaliy, the percentage of such items will be up to 10% of the total range of items in the scaies.

(b) **Essential**. Items whose failure although result in significant deterioration of Performance or failure of equipment, but their higher level assemblies/rotables are also included in the scales. Such items will be apprex upto 80% of the total range of items in the scales.

(c) **Desirable**. These items are generally meant for ease of operation of equipment and failure of these does not result in significant reduction of performance of the equipment. The range of such items should be approx 10% of the total range of items included in the scales.

Annexure Ii to Appendix E
(Refers to Para 4 of Appendix E)

LIST OF SMT/STEs, JIGS, FIXTURE AND INFRASTRUCTURE

EQUIPMENT: ____________________
Original Equipment Manufacturer (OEM): __________

Ser No	Manufacturer's Part No	Designation	Unit Cost	Nos Required				Brief Purpose	Remarks
				Field Repair (17)	**I Level Repair** (03)	**Total**			

Note:

1. Prepare separate sheet for each type of equipment.

2. Specify in remarks column whether the Special Test Equipment (STE)/Special Maintenance Tools (SMT) can be used as general purpose equipment on any other kind of equipment.

3. For field repair quantity required should be for repair of one equipment at a time.

4. If test equipment is commercially available ex India, the source of supply be specified.

5. Test equipment for calibrating the STEs should be included in the list above. Two caliberations will be provided at no additional cost (including one caliberation during warranty period)

6. Test equipment which is required to be provided by the customer should also be included in the list above.

7. Diagnostic software, including test fixtures for use on existing ATEs also be included in the list above.

8. Infrastructure requirement if any for effective repair and maintenance be mentioned as a separate heading.

9. Installation of the SMTs/STEs/TJs will be done by the vendor at designated repair points at no additional cost.

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

TECHNICAL LITERATURE

EQUIPMENT: ______________________________
Original Equipment Manufacturer (OEM):______________________________

Ser No	Technical Literature preferably as per JSG 0251	Unit Cost	Scale For equipment	Total Cost	Remarks
1.	User Handbook/Operators Manual		140+27		
2.	Design Specifications		02+02		
3.	Technical Manual. (a) Part I. Tech description, specifications, functioning of various Systems. (b) Part II. Inspection/Maintenance tasks, Repair procedures, materials used, fault diagnosis and use of Special Maintenance Tools (SMTs)/ Special Test Equipment (STEs). (c) Part III. Procedure assembly/ disassembly, repair up to component level, safety precautions. (d) Part IV. (i) Part list with drawing reference (ii) List of SMTs/STEs with Test Bench		27		
4.	Manufacturer's Recommended List of Spares (MRLS)		06		
5.	Illustrated Spare Part list (ISPL) preferably as per JSG 0308		06		
6.	Technical Manual on STE with drawing reference.		As per distr of STE + 03		
7.	CDs/DVDs on the above Tech literature		140+25		
8.	IETM of ClassIV or above				
9.	Any other (specify)				

Total Cost:

Note:
(i). In case any additional equipment is used their tech literature will be
(ii) If certain technical literature is being provided free of cost it should be indicated in the remarks column.
(iii) Technical literature / service manual supplied by sub contractors also to be provided in original. These are the items which have been sourced
(iv) Set of CDs being provided should permit printing and duplication.
(v) Technical Literature will be provided preferably in accordance with JSS 0251:2015 including 03 sets of procurement drawings (hard/ soft copy in

Annexure IV to Appendix E
(Refers to Para 6(a) of Appendix E)

TRAINING AGGREGATES

EQUIPMENT: ___________ OEM: _________

Ser. No.	Description of Training Aggregate	Scale for (qty) Eqpt.	Unit Cost	Total cost	Remarks
1.	Complete Equipment	02			
2.	Sectionised Equipment	-			
3.	Shop Replaceable Units (SRU)/PCB/Modules/ Assemblies as under: (a) (b)	01 Set of each			
4.	Computer based training package based on interactive multimedia to include (a) Full graphics, animation, text and sound (b) Symptoms-fault correlation (expert system).	25			
5.	Training Aids to include (a) Charts (b) Slides (c) Training Brochures (d) Training Work models (e) Blow up diagram (f) Video films on repair/ maintainence	25			
6.	Cost of training as specified at Para 15 and 16 of Part I of RFP	(i) 'O' level training for 36 technicians for 06 x working days at OEM premises in two batches. (ii) 'I' level training for 08 x technicians for 08 working days at OEM premises in			
7.	Any other				
	Total Cost				

Appendix F
(Refers to Para 39 of RFP)

DEMONSTRATION METHODOLOGY : LWRR

1. **Methodology**. The Demonstration will be carried out with the aim to evaluate the core capabilities of the System. Parameters specified in the Operational Characteristics of the system would be evaluated through a composite evaluation methedology comprising of Demonstration, Design Presentation, Certificate of Conformance and Certification from Accreditation Agencies.

2. **Location**. Refer Para 39(a) of Part II of RFP.

3. **Qty of Equipment**. Vendor will provide minimum **qty** of **04 (feur)** Light Weight Radio Relay for Mountains along with requisite accessories for demonstrating compliance of the equipment to the Operational Characteristics and Features as given in the Appendix A to RFP. All necessary test equipment including power systems etc required for making the system fully functional will be catered for by the Bidder.

5. **Evaluation Schedule**. Final dates for evaluation will be intimated separately.

6. **Aspects to be Evaluated**. ORs designated for 'Demonstration' would be evaluated by Empowered Committee (EC) through physical verification of laid down parameters. Details of ORs which will be evaluated through 'Demonstration' are attached as per details in **Annexure I, II and III of this Appendix.**

7. **Eval of Parameters through Demonstration , CoC and Certification from Accreditation Agencies**. Details of ORs designated for evaluation through Demonstration, Certificate of Conformance and Certification from Accreditation Agencies will be carried out under the aegis of the Empowered Committee as per **Annexure II**.

8. **Demonstration of Maintenance**. Aspects related to maintenance of equipment in field Army would be demonstrated by the vendor as per Para 39 (b) of Part II of RFP.

Annexure I
(Refers to Para 6 of **Appendix F**)

DEMO METHODOLOGY: DESCRIPTION OF TEST METHODS

1. The evaiuation of each laid out parameter wiil be carried out as iilustrated at Annexure iI. Description of test methods is as given beiow:-

(a) **Demonstration**. Refer Para 39(a) of Part Ii of RFP.

(i) **Vendor will cater for all administrative and technical arrangements at the location of the demonstration including manpewer, vehicles (if required), and provisions for erection of mast.**

(ii) **Selection of Location. Reconnaissance of the suitable area, conduct of demonstration, availability of test equipment for Evaluation and any otber aspect considered necessary for successful conduct of Demenstration will be done by the Bidder. Suitable location selected will be Intimated to tbe EC by the Bidder.**

(b) **Certificate of Conformance (CoC).** CoC is self-certification by the vendor to meet the particular requirement. The CoC will be accompanied by design and technical details forming the basis of CoC. (Refer Annexure III of this Appendix).

(c) **Certificate from Accredited Agency**. Certificate from Accredited Agency will be furnished as a certificate from any National or Internationaliy accredited agency. The same wiii be audited by Empowered Committee.

Annexure II
(Ref to Para 8 of **Appendix F**)

DEMO METHODOLOGY : COMPLIANCE TABLE

Ser No	Characteristics	Methodology	Remarks of Representative nominated by EC
1.	**General Description** The Light Weight Radio Relay equipment proposed for procurement is envisaged to be lightweight, compact, portable and easy to handle. The equipment will be deployed in High Altitude Araas, Mountains and Hilly areas. The equipment will need to endure sustained cross-country move over rough terrain while being man portable, mule based or vehicle mounted.	Physical Evaluation	
2.	**Physical Characteristics** **Weight**. The weight of the Light Weight Radio Relay equipment (ODU, IDU, PSU, Antenna (without mast section and alignment unit)) should be less than or equal to 35 kg.	Physical Evaluation.	
3.	**Colour**. Olive Green (Matte Finish).	Physical Evaluation.	
4.	**Operational Characteristics** **Service Employability**. To provide tactical communicatien in mountainous terrain.	-	

Ser No	Characteristics	Methodology	Remarks of Representative nominated by EC
5.	**Climatic Conditions**. The equipment will be suitable for employment in temperature range of -20° C to +45° C (for operation and preservation).	Vendor/OEM Self Certification.	
5.	**Guaranteed Operating Hours**. The Light Weight Radio Relay Equipment should be capable of continuous working on a single set basis for 48 hour without breakdown and everheating problems.	Vendor/OEM Self Certification.	
6.	**Technical Specifications** Technical Specification of Light weight of Radio Relay is as under:-		
7.	Modes of Operation : Fixed Frequency (FF)	Physical Evaluation	
8.	Modes of Operation : Frequency Hopping (FH)	Physical Evaluation and Vendor/OEM Self Certification.	
9.	Communication Ranges of 15 Km or more in single hop for FF and FH for RLOS.	Physical Evaluation. Refer Diagram at Page 46. (Setup A)	
10.	Communication Ranges of 25 km or more in repeater mode in FF and FH for RLOS.	Physical Evaluation. Refer diagram at Page 46. (Setup B)	
11.	Frequency Range of 4.4 to 5 GHz	Physical Evaluation	
12.	Data Throughput of 100 Mbps or more in FF mode.	Physical Evaluation	
13.	Data Throughput of 8 Mbps or more in FH mode.	Physical Evaluation	

DG SIG (SIG-5)

Ser No	Characteristics	Methodology	Remarks of Representative nominated by EC
14.	Adaptive Power Output : The equipment should be configurable in multi power modes (atleast two power modes). The radio relay must offer Adaptive Power Control (APC).	Physical Evaluation	
15.	Frequency Hopping Rate of 500hops per second or more	OEM/ Vendor Self Certification.	
16.	**Interfaces** (a) Atleast two 100 / 1000 Mbps Ethernet interfaces capable of providing 100 Mbps or better data rates with RJ 45 connector (b) Atleast two G.703 electrical interfaces with data rates of 2 Mbps (E1) (c) Atleast two Optical Ethernet Interfaces (d) Any other interface which assists additional functionality of the equipment. (e) 01 x NMS interface	Physical Evaluation	
17.	**Security** (a) **Clear Mode**. Both data and control path in clear mode (b) **Secure Mode (Industrial Grade Security)**. 256 bit AES encryption algorithm for data over the radio link and 128 bit or better AES encryption algorithm for radio control path (if separate) to be provided.	Physical Evaluation and Vendor/OEM Self Certification.	
18.	Provision of EOW : Yes	Physical Evaluation	

Ser No	Characteristics	Methodology	Remarks of Representative nominated by EC
19.	Ruggedized Configuration terminal: (a) Ruggedized laptop terminal (MIL-STD-810G or better) for configuring, troubleshooting and link management using NMS with following specifications:- (b) Processor i7 (10^{th} gen or better) / AMD Ryzen 7 or better. (c) RAM 8 GB or more. (d) Display Size 14 inch or more with resolution (1920 x 1080 HD or better) (e) Licensed OS compatible with NMS.	Vendor/OEM Self Certification for MIL Stds. The latest test reports from NABL accredited / authorized labs to be submitted during PDI for Mil Stds. Physical Evaluation for Para (b)-(e)	
20.	Antenna Parameters (a) **<u>Type</u>**. Directional (b) **<u>Gain</u>**. 29 dBi or more (c) **<u>RF transmission power</u>**. 25 dBm or more	Vendor/OEM Self Certification and Vendor Certificate of Conformance with in-house test reports. If In-house test reports not available at time of TEC/ demonstration to be produced during PDI.	
21.	Receiver Sensitivity of Minus 60 dBm or better	Vendor/OEM Self Certification and Vendor Certificate of Conformance with in-house test reports. If In-house test reports not available at time of TEC/ demonstration to be produced during PDI.	
22.	Antenna Mast Type 1(Tripod) (a) Mast System full height 2 metre or more (b) Retracted Height 1.5 m or less (c) Operational wind speed 80 km/hr or more with payload (d) Survivable wind speed 120 km/hr (e) Weight – 15 Kg or less (excluding weight of accessories)	Vendor/OEM Self Certification and Vendor Certificate of Conformance and TMR for wind speed parameters. If TMR not available during TEC/ demonstration, the TMR to be produced during PDI. Physical Evaluation for Para 22 (a), (b) and (e)	

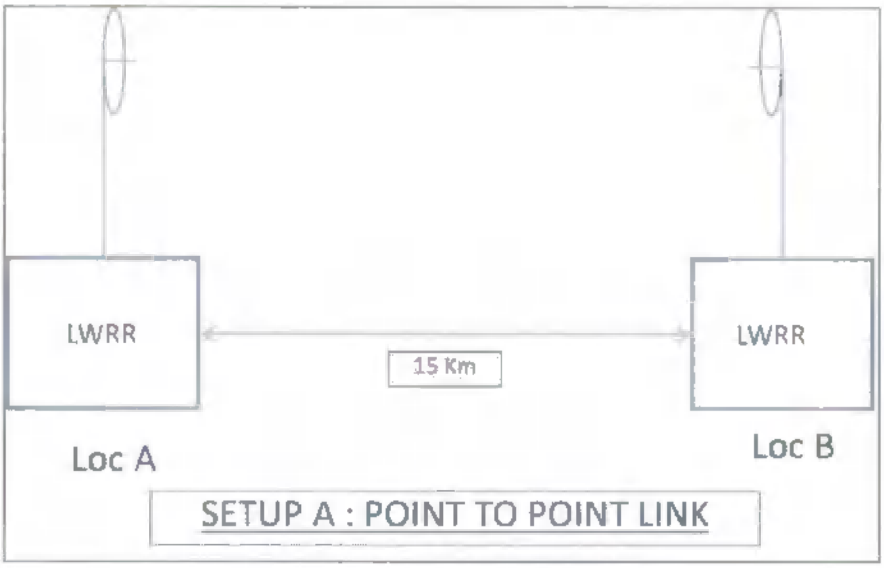
Ser No	Characteristics	Methodology	Remarks of Representative nominated by EC
23.	Antenna Mast Type 2 (a) Detachable Section Based Mechanical Antenna Assembly (b) Mast System full height 18 meter or more. (c) One Section Length 2m or less (d) Operational wind speed 80 km/hr or more with payload (e) Survivable wind speed 120 km/hr (f) Weight 120 Kg or less (excluding weight of accessories)	Vendor/OEM Self Certification and Vendor Certificate of Conformance and TMR for wind speed parameters. If TMR not available during TEC/ demonstration, the TMR to be produced during PDI. Physical Evaluation for Para 23 (a), (b), (c) and (f)	
24.	Antenna Alignment Unit Weight to be less than 15 Kg	Physical Evaluation	
25.	Power Supply (a) <u>DC</u>. 24 to 48 V DC (b) <u>AC</u>. 230V+ 10% AC Supply (c) Automatic changeover required for failsafe operation.	Physical Evaluation	
26.	Environmental Specifications : MIL-STD-810G or equivalent for IDU, ODU, Antenna Alignment Unit, Antenna and PSU.	Vendor/OEM Self Certification for MIL Stds. The latest test reports from NABL accredited / authorized labs as per applicable standards with pre- post test reports of each test for MIL Stds to be submitted by vendor during PDI.	
27.	EMI/EMC : MIL STD 461 E or later	Vendor/OEM Self Certification for MIL Stds. The latest test reports from NABL accredited / authorized labs to be submitted during PDI.	

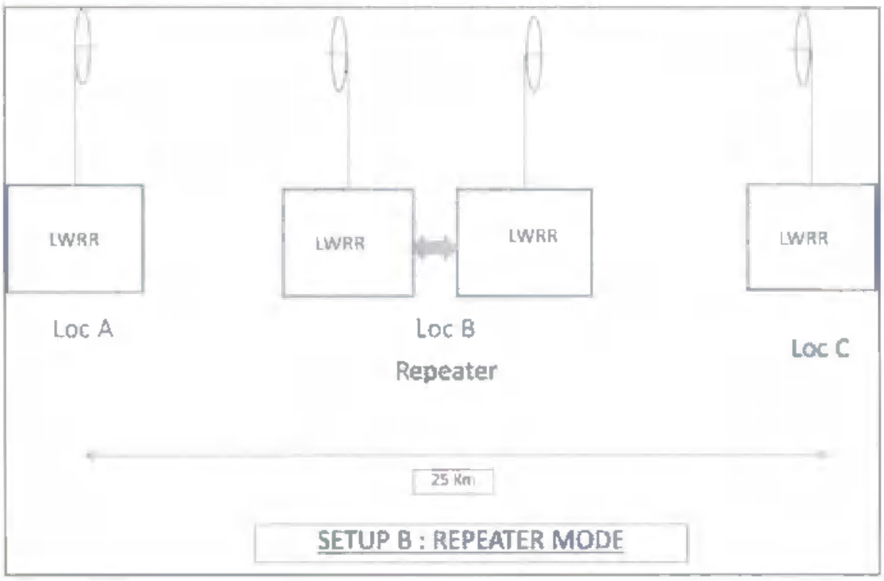
Ser No	Characteristics	Methodology	Remarks of Representative nominated by EC
28.	**Network Management System (NMS)**. NMS for configuration of LWRR as per details given below will be provided:- (a) The fellowing minimum details of a Light Weight RR should be available and displayed accordingly using the NMS:- (i) **System Details**. (aa) Radio Identifier (ID). (ab) Own and distant radio ID Location. (ac) Mode. (ad) Version. (ae) Current Time. (af) Mac and IP Address. (ag) Subnet Mask and Gateway Address. (ii) **Wireless System Details**. (aa) Transmission Power. (ab) Channel Frequency. (ac) Channel Size. (ad) Wireless Security details.	Physical Evaluation and Vendor/OEM Self Certification.	

Ser No	Characteristics	Methodology	Remarks of Representative nominated by EC
	(iii) **Link Status**. (aa) Subscriber IP and MAC Address. (ab) Link Up Time. (ac) Link Distance. (ad) Transmission Power and Throughput Load.	Physical Evaluation and Vendor/OEM Self Certification.	
29.	Control and Monitor radio parameters upto port level over LAN/ WAN.	Vendor/OEM Self Certification	
30.	Carry out Self-Testing and generate reports and logs.	Vendor/OEM Self Certification	
31.	**Safety**. Following safety features will be provided:- Must be protected against reverse voltage, should have fuses and other built-in safety devices.	Vendor/OEM Self Certification	
32.	Protection against the following:- (a) AC and DC over voltage and under Voltage. (b) Surge from power and signal port. (c) Surge protection from antenna sub sys.	Vendor/OEM Self Certification	
33.	Operation at high ground resistance (up to 8 Ohms) condition.	Vendor/OEM Self Certification	
34.	**BITE**. The system should have a Built In Test Equipment (BITE) for constant monitoring of all system functions.	Physical Evaluation	
35.	**Special Protection Required** Protection against lightning by way of lightening arresters will be provided for each system.	Vendor/OEM Self Certification	

Ser No	Characteristics	Methodology	Remarks of Representative nominated by EC
36.	**Carrying Cases**. The equipment (Less Antenna and Mast assembly) along with all accessories should be man and mule portable and to be packaged in separate carrying cases which will be provided. Carrying Harness for the antenna will also be provided.	Vendor/OEM Self Certification	
37.	**Maintenance Aspects** **Product Support**. The equipment will be under warranty for initial three years and subsequently will be maintained by ESP.	Vendor/OEM Self Certification	
38.	**Periodic Adjustments/ Calibrations**. The equipment should not have any periodic adjustments/ Calibration of any nature.	Vendor/OEM Self Certification	
39.	**Maintainability**. (a) The equipment should have a minimum 'In service life' of 10 years. (b) Mean time between failures should be 4500 hrs or more.	Vendor/OEM Self Certification	
40.	**Literature**. The following technical literature will be provided:- (a) User Handbook including maintenance instruction. (b) Technical Manual. (c) Complete equipment schedule.	Vendor/OEM Self Certification	

Ser No	Characteristics	Methodology	Remarks of Representative nominated by EC
41.	Finalised publication of the above shall be made available simultaneously with the production models.	Vendor/OEM Self Certification	





Annexure III

QUALITY ASSURANCE INSTRUCTIONS

1.1 QAI establishes and maintains set of requirements for developing or manufacturing reliable products and a systematic process of determining whether a product or service meets specified requirements. The following aspects are elaborated below as Annx and requirements are enumerated in succeeding para.

1.1.1 Comprehensive Guidelines for Framing Drafi QTP /ATP- '**(Para 2 of this Annex)**

1.1.2 Format of Certificate of Conformity (COC) – (**'Para 3 of this Annex)**

1.1.3 Environmental test plan-(**Para 4 of this Annex)**

1.2 Number of samples required for demonstration. **(Four inciuding all accessories)**

1.3 Details of Special Test eqpt/ Test Jigs/ Fixtures / Technological Units with valid calibration certificates etc. for demo.

1.4 Details of test facilities of DGQA which are available at www.dgqadefence.gov.in.

1.5 **Implementation of Framework for Use of Certification in Demo**.

1.5.1 Details are given at MoD ID No.1 (8)/D (Acq) /19 pt dated 14 Jan 22 issued by MoD/DoD/AcqWing is relevant.

1.5.2 Environmental Attributes/ parameters proposed for which Certificate of Conformance (CoC) along with test standards and test results for each environmental tests from NABL/ internationally accredited or Government designated labs with traceability to EUT be included in the Technical offer with the following: -

(a) Certificate/ CoC will normaily be a Certificate Accompanied by NABL Accredited Lab Test report / ILAC Test reports/ Govt authorized Labs test reports of DRDO / DGQA. (Test Reports to be submitted at PDI Stage)

(b) The test results submitted by Vendors should have some traceability to the EUT submitted for trials / ATP/QTP.

2. COMPREHENSIVE GUIDELINES FOR FRAMING DRAFT ATP

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

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

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

2.3 Safety/ Security aspects, if any.

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

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

2.6 **Bill of Materials**. BoM as per the following format be included (wherever applicable).

S. No	Item Name/ Descri pt-ion	Part Num ber	NSN Num ber	Drawin g Numbe r	Manufact urer	Schema tic Referen ce	Standar d of Referen ce	Qty Nos	Mill/ Industri al/ Comme rcial

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

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

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

2.14 **Test & Measurement Record (TMR)(Wherever Applicable).** TMR sheet with expected output be mentioned.

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

3. FORMAT OF CERTIFICATE OF CONFORMITY (COC)

CoC with Environmental test reports submitted by SELLER

(To be provided on OEM's letter head)

(The format given is not sacrosanct and may be altered as per requirement of the Equipment)

3.1 Firms Name & address.

3.2 SO/Contract Ref.

3.3 Delivery Date.

3.4 Lot No.

3.5 Qty / Lot (IF APPLICABLE)

3.6 OEM Reference with date.

3.7 This is to certify that Main eqpt, it's Sub assys / accessories/ Parts /Carry case / Package wherever applicable comply with the following specifications (BS/IS/ or eqvt, Departmental speciation / JSS/ JSG including Environmentai, EMI/EMC etc).

S No	OEM Part No	Description of item	Main eqpt, it's Sub assys / accessories/ Parts	Specifications applicable

3.8 Specifications Environmental Tests (ET)

S No	Test	Para of Environmental Spec	Test reports with EUT /UUT serial no	Test carried out at NABL Accredited Lab/ ILAC lab/ Govt authorized labs

3.9 EMI/EMC Compliance.

S No	Test	Para of EMI / EMC Spec	Test reports with EUT /UUT serial no	Test carried out at NABL Accredited Lab/ ILAC lab/ Govt authorized labs

3.11 This is to certify that the above mentioned product have successfully passed ali the acceptance tests in accordance with ATP/ QTP for System & Sub System (wherever applicabie) meeting relevant specifications and drawings duly signed by SELLERS QA rep is enclosed herewith.

Date.

( )
Signature of QA rep of SELLER

4. ENVIRONMENTAL TESTS & TECHNICAL EVALUATION

4.1 Environmental Tests for ODU, Antenna Alignment Unit and Antenna

Ser No	Test as Per Sequence	Test No
(a)	Low Pressure	500
(b)	High Temperature	501
(c)	Low Temperature	502
(d)	Temperature Shock	503
(e)	Contamination by Fluids	504
(f)	Solar Radiation	505
(g)	Rain	506
(h)	Humidity	507
(j)	Fungus	508
(k)	Salt Fog	509
(l)	Sand And Dust	510
(m)	Immersion	512
(n)	Vibration	514
(o)	Shock	516

4.2 Environmental Tests for IDU.

Ser No	Test as Per Sequence	Test No
(a)	High Temperature	501
(b)	Low Temperature	502
(c)	Temperature Shock	503
(d)	Contamination by Fluids	504
(e)	Humidity	507
(f)	Fungus	508
(g)	Salt Fog	509
(h)	Vibration	514
(j)	Shock	516

Test procedures as applicable to the Indian Terrain as per deployment may also be submitted.

Appendix G
(Refers to Para 47 of RFP)

COMMERCIAL CLAUSES

1. **Payment Terms**

1.1 **INCOTERMS for Delivery**. The delivery of goods will be based on **DDP INCOTERMS-2020** with ultimate consignee as **Commandant, COD, Agra.**

1.2 **Currency of Payment.** Indian bidders should submit their bids in Indian Rupees.

1.3 **Contract Price and Requirement of Bank Guarantees**

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

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

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

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

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

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

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

1.4.2 **On Dispatch**. Sixty (**60) %** of the Base contract price of deliverables, 100% Freights and Transit Insurance (FTI) and re-imbursement of **100% of taxes and levies** excluding cost of training on pro rata basis shall be paid on proof of dispatch of deliverables to the consignee and on production ef 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 through cheque/Electronic Fund Transfer (EFT) on submission of following documents: -

1.4.2.1 Ink-signed copy of Bidder's bill.

1.4.2.2 Ink-signed copy of Commercial invoice.

1.4.2.3 The relevant Transport Receipt.

1.4.2.4 Certificate of Conformity and Acceptance Test report (where applicable) at the Pre Dispatch Inspection signed by BUYER's and the BIDDER's/ VENDOR's Quality Assurance Agency

1.4.2.5 Packing List.

1.4.2.6 Certificate of Origin.

1.4.2.7 Claim for statutory and other levies to be supported with requisite documents/GST invoice (with QR code, when made applicable)/proof of payment, as applicable.

1.4.2.8 Exemption certificate for taxes/duties, if applicable.

1.4.2.9 Warranty certificate from the BIDDER.

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

1.4.4 **On Acceptance**. Twenty five **(25%)** of the Base contract price of deliverables excluding cost of training on pro rata basis shall be paid on completion of JRI post delivery and issue of JRI Certificate/Certified Receipt Voucher (CRV) issued by the Buyer. Such payments will be subject to the deductions of such amounts as the Bidder may be liable to pay under the agreed terms of the contract. The concerned PCDA/CDA will release the payment through cheque/EFT.

1.4.5 **Payment for Training.** The remaining **65%** of the cost of training and applicable taxes, shall be paid on submission of training completion certificates from Buyer's representative that training program has been completed, along with requisite documents for payment.

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

2. **Performance-cum-Warranty Bank Guarantee Clause**. A Performance-cum-Warranty Bank Guarantee (PWBG) of **03 %** of value of the Total Contract Price including taxes and duties would be furnished by the Bidder in the form of a Bank Guarantee which will be from an Indian Public or Pvt Scheduled Commercial Bank (as notified by RBI) to sequentially act as Performance Bank guarantee till the delivery and as Warranty Bank Guarantee on delivery. The PWBG shall be submitted by the Bidder within one month of signing of contract and shall be valid for a period, until three months beyond the warranty period, as specified in the RFP. If at any stage, the Performance Guarantee is invoked by the Buyer either in full or in part, the Bidder shall make good the shortfall in PWBG within 30 days by an additional Bank Guarantee for equivalent amount. In the event of failure to submit the required Bank Guarantee against invoked Performance Guarantee, equivalent amount will be withheld from the next stage payment till the shortfall in the Bank Guarantee is made good by the Bidder. The prescribed format of the Performance-cum-Warranty Bank Guarantee is placed at **Annexure II to this Appendix**.

4. **Inspection**. Pre Dispatch Inspection (PDI) would be at the discretion of the Buyer. In addition Joint Receipt Inspection (JRI) will also be carried out. The Bidder should intimate at least 45 days prior to the day when the equipment is to be offered for PDI to enable SHQ 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' expense. In case of rejection of Goods during PDI, re-PDI will be undertaken at Bidder's premises at Buyer's sole discretion. All expenses including transportation and accommodation of Buyer's PDI team will be borne by the Bidder. Towards this, the expenses towards transportation and accommodation of Buyer's PDI team will be initially done by the Buyer and subsequently reimbursed by the Bidder either by remittance or by recovery from the Balance Payment/PWBG. In the event of a failed PDI, the Bidder shall consult the Buyer for rescheduling re-PDI. In case of JRI, the representative of the Bidder may be present for inspection after the equipment reaches the concerned destination. The Bidder would be informed of the date for JRI. The bidder to submit the test reports for all MIL STDs as per **Annexure III of Appendix F of the equipment to the inspection agency at this stage.** Following aspects are part of PDI:-

(a) Inspection agency- SQAEL and QA authority CQAL.

(b) Only necessary tests will be undertaken during PDI/JRI not the complete parameters as evaluated during demonstration. ATP for PDI include Tests carried out for acceptance of the bulk which involves visual, functional and a few non-destructive tests and tests which can be conducted at OEM location. The same will be mutually agreed and signed by QA agency of BUYER & QA agency of successful BIDDER during CNC.

(e) Successful BIDDERs may visit AHSP for familiarization of tests facilities, if required.

5. **Liquidated Damages (LD)**. In the event of the Bidder's failure to submit the Documents, supply the stores/ goods, perform services, conduct trials, installation of equipment, training and MET as per schedule specified in this contract, the BUYER may, at his discretion withhold any payment until the completion of the contract. The BUYER

may also deduct from the BIDDER as agreed, liquidated damages to the sum of **1.5 %** for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than **15%** of the contract price of the value of delayed stores/ services (Any extension given by the Buyer for deiay attributable to Buyer or Force Majeure Ciause to be factored in delivery period).

6. **Denial Clause**. In case the delay in delivery is attributable to the Bidder or a non-force majeure event, the Buyer may protect himself against extra expenditure during the extended period by stipulating a denial ciause (over and above levy of LD) in the letter informing the Bidder of extension of the delivery period. In the denial clause, any increase in statutory duties and/or upward rise in prices due te the Price Variation Clause (PVC) and/or any adverse fluctuation in foreign exchange are to be borne by the Bidder 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 Deniai clause is at **Annexure III to this Appendix**.

6

Annexure I to Appendix G
(Refers to Para 1.4.1 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 BIDDER) (referred to as BIDDER) and whereas according to the said Contract the BUYER has undertaken to make an advance payment of Rs/ US $/Euro/PS £/Yen/AUD/SGD ________________ being payment of ___________% of the total value of Rs/ US $/Euro/PS £/Yen/AUD/SGD _____________________ of the said Contract, against issuance of an advance guarantee by a bank."

2. We ____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BUYER intimating that the BIDDER is in breach of the Contractual obligations stipulated in the said Contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our total liability under this guarantee shall be restricted to an amount not exceeding Rs/ US $/Euro/PS £/Yen/AUD/SGD _______________.

3. We undertake to pay to the BUYER any money so demanded notwithstanding any dispute or disputes raised by the BIDDER in any suit or proceedings pending before any Ceurt 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 BIDDER 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 BIDDER 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 BIDDER 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 BIDDER 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 BIDDER or for any forbearance, act or omission on the part of the BUYER or indulgence by the BUYER to the said BIDDER 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 BIDDER 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/BIDDER.

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

9. Notwithstanding anything contained herein above:-

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

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

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

Dated the ________day of ________ (month and year)

Place :

Signed and delivered by ____________ (Name of the bank)

Through its authorised signatory

(Signature with seal)

Annexure II to Appendix G
(Refers to Para 2 of Appendix M)

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 BIDDER) for supply of goods as per Contract to the said BUYER and whereas the BIDDER has undertaken to produce a bank guarantee amounting to Rs/ US $/Euro/PS £/Yen/AUD/SGD ___________________ which is 3% of the Total Contract Price (including taxes and duties) to cover 3% of Total Contract Price (including taxes and duties) each for Performance and Warranty in sequence, to secure its obligations towards Performance-cum-Warranty to the BUYERs.

2. We, the _______________ bank hereby expressly, irrevocably and unreservedly undertake the guarantee as principal obligors on behalf the BIDDER 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 BIDDER of any of the terms and conditions in the Contract related to Performance and Warranty clauses, we will pay you, on demand and without demur, all and any sum up to {5% of Total Contract Price (including taxes and duties)} _____________________________ Rupees/ US $/Euro/PS £/Yen/AUD/SGD only at any instance under this Guarantee. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract. We shall not be entitled to ask you to establish your claim or claims under this guarantee but will pay the same forthwith without any protest or demur. We undertake to effect payment upon receipt of such written demand.

3. We shall not be discharged or released from the undertaking and guarantee by any arrangements, variations made between you and the BIDDER, indulgence to the BIDDER by you, or by any alterations in the obligations of the BIDDER 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 BIDDER or any other person.

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

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

7. Subject to the terms of this Bank Guarantee, the issuing bank hereby irrevocably authorizes the beneficiary to draw the amount of up to Rs/ US $/Euro/PS £/Yen/AUD/SGD _________ {3% of Total Contract Price (including taxes and duties)} for breach/failure to perform by the BIDDER of any of the terms and conditions of the Contract related to performance and warranty clause. Partial drawings and multiple drawings under this Bank Guarantee are allowed within the above stated cumulative amount subject to each such drawing not exceeding 3% of the Total Contract Price (including taxes and duties) (Rs/ US $/Euro/PS £/Yen/AUD/SGD _______ only) (Mention BG amount).

8. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of M/s ____________. We undertake not to revoke this guarantee during the currency except with previous consent of BUYER in writing.

9. Notwithstanding anything contained herein above:

(a) Our liability under this Guarantee shall not exceed Rs/ US $/Euro/PS £/Yen/AUD/SGD _________ (Rupees ___________ only (in words).

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

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

Dated the ____________ day of ___________ (month and year)

Place :

Signed and delivered by __________ (name of the bank)

Through its authorised signatory
(Signature with seal)

Annexure III to Appendix G
(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 ra-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 fer inspection but not inspected will be now inspected accordingly.

3. You are also required te extend the validity period of the performance guarantee for the subject contract from (fill in present validity date) to (fill in required extended date) within15 (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 er 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 splte of the fact that the time of delivery of the goods stipulated in the contract is deemed to be of the essence of the contract, it appears that (fill in the outstanding quantity) are still outstanding even though the date of delivery has expired. Although not bound to do so, the time for delivery is extended from (fill in date) to (fill in date) and you are requested to note that in the event of your failure to deliver the goods within the delivery period as hereby extended, the contract shall be cancelled for the outstanding goods at your risk and cost.

Annexure IV to Appendix G
(Refers to Para 9 of Part I of RFP and 1.4 of Appendix G)

DELIVERY SCHEDULE AND STAGES OF PAYMENT

1. Delivery to be completed within 12 Months from the date of signing of Contract. Some broad guidelines for payments terms are appended in subsequent Paras

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

Sl	Activity	Delivery Timelines (T_0 + Months)	Scheme for Payment	Scheme for submission and Return of Advance Payment Bank Guarantees	Remarks
(a)	Signing of contract(T_0)	T_0	15 % of the Total contract price (excluding taxes, levies, other duties,	A PBG of equivalent amount to be submitted	PWBG of 3 % of the Contract including taxes and duties to be submitted within 30 days of signing of the Contract.
(b)	**On Dispatch of all equipment/system**				
(i)	1st Lot/ Batch (Quantity 70)	T_0 + 10 Months	Sixty **(60) %** of the Base contract price of deliverables, 100% Freights and Transit Insurance (FTI) and re-imbursement of **100% of taxes and levies** less cost of training		
(ii)	2nd Lot/ Batch (Quantity 70)	T_0 + 12	Sixty **(60) %** of the Base contract price of deliverables, 100% Freights and Transit Insurance		

Sl	Activity	Delivery Timelines (T_0 + Months)	Scheme for Payment	Scheme for submission and Return of Advance Payment Bank Guarantees	Remarks
			(FTI) and re-imbursement of **100% of taxes and levies** less cost of training		
(c)	**On final acceptance equipment/ system**				
(i)	1st Lot/ Batch (Quantity 70)	T_0 + 10	Remaining 25% of the Base Contract Price of the Lot of Equipment/ System	APBG is to be returned on pro-rata basis on delivery of each lot/batch. APBG pertaining to documentation and training can be returned on delivery of a particular lot/batch.	
(ii)	2nd Lot/ Batch (Quantity 70)	T_0 + 12	Remaining 25% of the Base Contract Price of the Lot of Equipment/ System		
(d)	Completion of Training		Balance 85% of the cost of Training		

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

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

SNo	**Items**	**Qty**	**Unit Cost**	**Total Cost (iii) x (iv)**	**Indicative Rate of Taxes & Duties used to arrive at Total Cost (as applicable)**		**Total Cost (including all taxes & duties) (v) + (vi) +(vii)**	**Remarks**
					GST/ IGST (%)	**Custom Duty (%)**		
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)
A.	Cost of **Basic Equipment.** Full break-up details may be given.							
B.	Cost of **Manufacturer's**							

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

SNo	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)
H.	**Freight and Transit Insurance** Cost (where applicable).							
J.	**Total Cost** (Total of Serial A to M)						#	# This will be used in determining L1 vendor (duly applying provisions of Para 1 above)
	Total Cost as per serial H (in words)							
K.	**Foreign Exchange component** of the proposal. (for indian Vendors only)							This will be with reference to Para 1.2.2 of Appendix M.

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

Appendix J
(Refers to Para 24 and 65 of RFP)

STANDARD CONDITIONS OF RFP

LAW

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

ARBITRATION
(For Indian Private Vendors)

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

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

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

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

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

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

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

ARBITRATION
(For Central & State PSEs)

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

ARBITRATION
(For Defence PSUs)

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

FORCE MAJEURE

5.1 Should any force majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within (30 days) of its occurrence informs in a written form the other party.

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

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

PENALTY FOR USE OF UNDUE INFLUENCE

6.1 The Bidder 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 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 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 Bidder and recover from the Bidder 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 Bidder.

6.2 Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Bidder 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 Bidder 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 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 Bidder with the Government of India.

(vi) At the discretion of the Buyer, the Bidder 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 Bidder confirms and declares to the Buyer that the Bidder is the original manufacturer of the stores referred to in this contract. The Bidder 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 Bidder, or to indulge in corrupt and unethical practices. The Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder with the Government of India.

(d) At the discretion of the Buyer, the Bidder 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 BIDDER 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 BIDDER, 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.

TERMINATION OF CONTRACT

10. **Termination Clause**. The contract may be terminated by the Buyer in the following cases :-

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

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

(c) The 'Buyer' has noticed that the Bidder has utilised the services of an Agent in getting this contract and paid any commission to such individual/company etc.

Annexure I to Appendix J
(Refers to Para 20 of Part I of RFP)

PRE-CONTRACT INTEGRITY PACT

General

1. Whereas the PRESIDENT OF INDIA, represented by Joint Secretary & Acquisition Manager (Army/Air Force/Maritime & Systems)/Major General & equivalent, Service Headquarters./Coast Guard, Ministry of Defence, Government of India, hereinafter referred to as the Buyer and the first party, proposes to procure (Name of the Equipment), hereinafter referred to as Defence Stores and M/s ______________________________ represented by, ______________________________ Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Bidder 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 refrein 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 ragarding 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 BIDDER, while submitting commercial bid, shall submit Bid Security in the form of Earnest Money Deposit (EMD), for an amount of **₹ 70 Lakh** in favour of the Buyer in Indian Rupees only.

(i) Guarantee will be from Indian Public or Private Scheduled Commercial Bank (as notified by RBI), promising payment of the guaranteed sum to the Ministry of Defence, Government of India, represented on behalf of the President of India, on demand within five working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the buyer shall be treated as conclusive proof for payment. A model Bank Guarantee format is enclosed.

(i) 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).

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

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

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

(ab) If the bidder having been notified of acceptance of this tender by the buyer during the period of its validity.

(aaa) If the bidder fails to furnish the Performance Security for the due performance of conduct.

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

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

8.2 The Earnest Money Deposit (EMD) shall be valid up to one year from the date of submission. However, Bidders will be required to extend the Integrity Pact Bank Guarantee, as and when required by the Buyer. In the case of the successful bidder, validity of the EMD will be extended up to the satisfactory completion of the Contract. In case a vendor unilaterally decides to withdraw from the procurement scheme or has been declared non-compliant and if he wishes to withdraw his EMD, he may do so provided he gives an undertaking that he has no complaints and will not make any complaints in the case. EMD shall be returned promptly in case of unsuccessful bidders.

8.3 In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance-cum-Warranty Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

8.4 The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance-cum-Warranty Bond in case of a decision by the Buyer to forfeit the same withеut assigning any reasen for imposing sanction for violation of Integrity Pact.

8.5 No interest shall be payable by the Buyer to the Bidder(s) on ***EMD*** for the period of its currency.

9. **Company Code of Conduct**

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

10. **Sanctions for Violation**

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

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

(ii) The EMD/Performance-cum-Warranty Bond 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 compensatien 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 frem 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 intorest.

(v) To oncash 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 er 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 Biddor.

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

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

11. **Fall Clause**

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

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

12. **Independent Monitors**

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

(a) Shri Ravikant, IAS/ Bihar (1984) (Retd)
Apartment No 502, Tower-1, M3M Merlin,
Sector-67, Gurugram-122001(Haryana)
Mob : 9953555566, **Email**- 84ravikant@gmail.com

(b) Dr. Prabhat Kumar, IAS/ UP (1985) (Retd)
C-120, Sector-39, Noida-201301
Gautam Budh Nagar (Uttar Pradesh)
Mob : 9810530048, **Email**- prabhatfamily@gmail.com

(c) Shri Chet Ram, IRS (1985) (Retd)
Flat No A-203, Building Gemini, Gladys Alwares Marg,
Hiranandani Meadows, Off-Pokhran Road No.2,
Thane (W), Maharashtra-400610
Mob : 9869479987, **Email**- cr_koli@yahoo.com

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

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

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

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

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

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

12.8 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/Bidder, 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 horeby sign this Integrity Pact at __________ on

BUYER	BIDDER
______	______
MINISTRY OF DEFENCE, GOVERNMENT OF INDIA	CHIEF EXECUTIVE OFFICER
Witness 1. __________________ 2. __________________	Witness 1. __________________ 2. __________________

Annexure II of Appendix J
Refers to Para 8.1 of
Pre-Contract Integrity Pact

FORMAT OF EARNEST MONEY DEPOSIT 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 WE ....of .... 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 those presents.

Sealed with the Common Seal of the said Bank this.............. day of ....20......

The conditions of obligations are:-

(1) If tho 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 performanco of the contract.

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

(3) If the bidder vielates Pro-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 cenditiens.

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

....

(Signature of the authorizod officer of the Bank)
Name and dosignation of the officer
Seal, name & address of the Bank and address of the Branch

Appendix K
(Refers to Para 6 of RFP)

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

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

Sl No	Parameter	For all Cases
1	**Financial**	
a	Credit Rating	Long term credit rating of CCR-BBB or better and SME-04 or better for SMEs as on 31st March of the previous financial year
b	Average Annual Turn Over	Min Avg Annual Turnover for last 03 financial years, ending 31st March of the previous financial year, should not be less than 30% of estimated annual outflow of project cost of the Buy (Indian-IDDM) and Buy (Indian) project and for Buy & Make (Indian) should not be less than 30% of estimated annual outflow of the project cost of the make portion.
c	Net Worth	Net worth of entities, ending 31st march of the previous financial year, should not be less than 5% of the estimated cost of the Buy (Indian-IDDM) and Buy (Indian) project and for Buy & Make (Indian) should not be less than 5% of estimated cost of the Make portion. For orders above Rs 5000 Cr, the Networth of group companies can be considered on production of suitable documentary assurance. But Net worth should be Positive.
d	Insolvency	The entity should not be under insolvency resolution as per IBC at any stage of procurement process from the issuing of RFP to the signing of contract.
2	**Technical**	
a	Nature of Business	Manufacturing entity or System Integrator of defence equipment and not a trading company, except in cases where OEM participates only through its authorised Vendors.
b	Experience in related field	Min 02 Yrs. experience in broad areas like manufacturing/ engineering/ electronics/ explosives etc. as applicable in the instant case. If not, then cumulative experience of at least 03 years in above areas, resulting in gaining of competence for manufacturing the proposed product. (In case SHQ feels that for particular equipment a lesser experience could be accepted, then the same should be specifically approved by the RFP approving authority before including the same in the RFP).
c	Integration	(i) Cases involving Integration – Where product involves integration, previous experience of not less

	Experience (ii)Turnkey Projects Experience	than one year/ one project in integration of systems/ equipment shall be required.
3	**Others**	
a	Industrial License	Posses or be in the process of acquiring a license, if the product under project requires license as per DIPP licensing policy.
b	Registration	Registered for Min 02 Years, 01 years for MSMEs (for the product being offered). Min no of years not applicable for JVs constituted specifically for a project.

Appendix L
(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 are placed below. Non-submission of the documents may result in disquaiification of the Bidder from the bidding process.

Ser No.	Reference	Document Description
1	Para 5 of Part I of RFP	Declaration by Bidder : Debarment of vendors
2	Para 17 of Part I of RFP	Declaration by Bidder: Government Regulation
3	Para 19 of Part I of RFP	Declaration by Bidder : Patent Rights
4	Para 21 of Part I of RFP	Declaration by Bidder : Fali Clause
5	Para 28 of Part II of RFP	Technical document covering performance parameters.
6.	Appendix B	Compliance Tabie
7.	Appendix C	Warranty Clause
8.	Appendix D	CERTIFICATE: Malicious Code
9.	Annexure III to Appendix E	Technicai Literature
10.	Annexure II to Appendix J	Format of EMD

Appendix M

GLOSSARY

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

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