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सत्यमेव जयते
Ministry of Defence
Government of India

REQUEST FOR PROPOSAL

BY

MINISTRY OF DEFENCE

GOVERNMENT OF INDIA

FOR PROCUREMENT OF QUANTITY 44 (FORTY FOUR) UPGRADED LONG RANGE SYSTEM THROUGH FAST TRACK PROCEDURE UNDER EMERGENCY PROCUREMENT

CATEGORY: BUY (INDIAN)

This document contains 84 (Eighty Four) pages including cover page and Appendices.

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File No : **A/30302/LRS/GS/Arty-9**
Director General of Artillery/ Arty-9
General Staff Branch
Integrated Head Quarters of MoD (Army)
Room No 300A, C Wing, Sena Bhawan
New Delhi-110011

Oct 2022

To
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REQUEST FOR TECHNICAL AND COMMERCIAL PROPOSAL FOR PROCUREMENT OF 44 (FORTY FOUR) UPGRADED LONG RANGE SYSTEM THROUGH FAST TRACK PROCEDURE UNDER EMERGENCY PROCUREMENT CATEGORY: BUY (INDIAN)

Dear Sir/Madam,

1. The Ministry of Defence, Government of India, intends to procure quantity 44 (Forty Four) Upgraded Long Range System through Fast Track Procedure under Emergency Procurement and seeks participation in the procurement process from prospective Bidders subject to requirements in succeeding paragraphs.

Synopsis

2. **Broad Description of Equipment/System**. Quantity 44 (Forty Four) Upgraded Long Range System is required to be procured for Indian Army. The system consists of Remotely Mounted Day and Night, short wave infra-red camera with LRF mounted on a pan tilt head as the main component.

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	Long Range System	Heading and Para 1 of covering letter
(b)	Quantity Required	44 (Forty Four) x Upgraded Long Range System	Heading and Para 1 of covering letter
(c)	Categorisation of Procurement	Buy (Indian)	Para 1 of this covering letter

Ser No.	Description	Details	Reference Para of the RFP
(d)	Minimum IC Content required	As per Para 9 of Chapter I of DAP-2020	Para 7 of Part I of RFP
(e)	Place(s) of Delivery	COD Agra	Para 1.1 of Appendix H
(f)	Warranty Period	24 (Twenty four) Months	Para 11 of Part I of RFP
(g)	EMD Amount	₹ 30 (Thirty) Lakh	Para 20 of RFP
(h)	Last date for submission of Pre-bid queries	03 Nov 2022 at 1700 Hours	Para 22 of RFP
(j)	Date and time for Pre-bid meeting	07 Nov 2022 at 1100 Hours	Para 23 of RFP
(k)	Last date and time for Bid Submission	17 Nov 2022 at 1700 Hours	Para 24 of RFP

4. **Special features of the RFP**. The procurement case is processed under Buy (Indian) category as per Para 9 of Chapter I and through Fast Track Procedure of Chapter V of DAP-2020. The procurement is being carried out by Open Tender Enquiry. Demonstration of the Equipment to be carried out on ‘No Cost No Commitment’ basis, at a location and date decided by Empowered Committee. The TEC and CNC would be carried out by members of the Empowered Committee. The Demonstration/ Evaluation would be carried out by the members of the Empowered Committee or the representatives nominated by the Empowered Committee. **Delivery of equipment contracted to be completed within 12 months from the date of signing of contract**.

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

Ser No.	Description	Page No.
(a)	Part I - General Requirements	6
(b)	Part II - Technical Requirements	12
(c)	Part III - Commercial Requirements	17
(d)	Part IV - Bid Evaluation and Acceptance Criteria	18

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

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

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

9. 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.

Yours faithfully

(Deepak Obhrai)
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.

Business Eligibility

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

Bidder are Suspended or Debarred by Ministry of Defence, the Bidder shall indicate the same with justification for participation of such sub-contractor(s)/supplier(s)/ technology partner(s) in the procurement case.

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

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

7. **<u>Indigenous Content</u>**. For the purposes of this RFP and the acquisition contract (if any) signed by the Ministry of Defence with a successful Bidder, indigenous content shall be as defined under **Para 9 of Chapter I** and **Para 1** of **Appendix B** to **Chapter I** of **DAP2020**. 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 **DAP2020**. The right to verification of Bidder/ sub-contractors/suppliers/technology partners shall vest in the Ministry of Defence as prescribed under **Para 10** of **Appendix B** to **Chapter I** of **DAP 2020**; and aspects of delivery, certification, payments, withholding of payments and imposition of penalties shall be as prescribed under **Para 11** to **15** of **Appendix B** to **Chapter I** of **DAP 2020**. Furthermore, Bidders in 'Buy (Indian)' (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** of DAP-2020. The DAP-2020 is available at MoD, GoI website (www.mod.nic.in) for reference and free download.

8. **<u>Year of Production</u>**. Deliverables (Forty Four (44) x Upgraded Long Range System) supplied under the contract should be of latest manufacture i.e manufactured after the date of Contract with unused components/assemblies/sub-assemblies, conforming to the current production standard and should have 100% of the defined life at the time of delivery. **Deviations, if any, should be clearly brought out by the Bidder in the Technical Proposal.**

9. **<u>Delivery Schedule</u>**. The delivery schedule of equipment and services along with the relevant payment stages is specified at **Annexure V to Appendix H**:-

<table>
<tr><th>S No</th><th>Quantity</th><th>Delivery Schedule</th><th>Remarks</th></tr>
<tr><td>(a)</td><td>44 (Forty Four)</td><td>T_0 + 12 months</td><td>T_0 is the date of signing of contract.</td></tr>
<tr><td colspan="4"><u>Notes</u>.

(i) <u>Manufacturers Recommended List of Spares (MRLS)</u>. MRLS delivered with each system to consist of the entire range of spares. The delivery to be completed six months before the expiry of warranty.</td></tr>
</table>

(ii) Complete quantity of SMT/STEs to be delivered with first batch. (iii) **Technical Literature & Training Aggregates**. The entire quantity to be delivered along with the first lot of equipment as applicable.

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 **24 months.** Commencement of warranty will be from the date of acceptance post JRI or from date of installation and commissioning of the SMTs/ STEs (if applicable), whichever is later. No spares will be drawn during the warranty period from the MRLS and the cost towards all scheduled servicing during the warranty period will be borne by the Bidder to include spares, labour, oil and lubricants etc. Warranty Clause is given at **Appendix C** to this RFP. In case the complete delivery of ESP is delayed beyond the period stipulated in the contract then the Seller should extend the warranty period of the goods/ stores to that extent.

12. **In Service Life/Shelf Life**. The In Service Life of the Equipment shall be **20 Years**. In case of shelf life, the relevant storage conditions should be clearly specified. The Bidder is required to give details of reliability model, reliability prediction and its validation by designer/manufacturer to ensure reliability of stores throughout Service/shelf life. The efficacy of reliability model/ prediction/ validation would be verified during TEC/ demonstration as indicated in **Para 39 of RFP**.

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 **20 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-Bidders on completion of warranty. In case the sub-equipment/ sub-assembly/ parts require tuning/ calibration/ integration by the Bidder prior to replacement, the same is to be undertaken by the Bidder at fair and reasonable cost, as mutually agreed between Buyer and Bidder. **Bidder to provide shelf life extension methodology alongwith the Technical Bid. Bidder to also be associated with defect investigation as long as equipment is in service.**

13(b). **Codification**. The vendor/ supplier/ seller shall provide NATO Stock Number (NSN) for each of the item/ part/ equipment in the bill of material, MRLS and Jigs/ Fixtures duly linked to the OEM Part No using NATO Codification system (NCS) adopted by DDP/ Dte of Standardisation (DOS) with DoS functioning as National Codification Bureau (NCB), India. In case the NSN number is not available, vendor shall obtain the relevant Technical data and cataloging information and initiate the process for codification in consultation with DoS. **The Seller should provide the codification before the completion of warranty period.**

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 Capability Development Directorate (CD-5), IHQ of MoD (Army), Govt of India as per the agreed mechanism.

15. **<u>Training of Crew, Maintenance and QA Personnel</u>**. A training package for training of operators, operator trainers, ordnance personnel 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 **(Field, Intermediate and Depot level Maintenance)**. The syllabus will be defined by the Bidder in consultation with the Buyer at the time of CNC. 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. The maintenance training be completed prior to completion of first consignment.

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

Ser No	**Training Location**	**Type of Trg**	**Duration (Days per batch)**	**No of Batches**	**Total No of Personnel**	**Remarks**
<u>User / Operator Training</u>						
(a)	**School of Artillery, Devlali**	-	07 working days	**02**	**90**	Training to be conducted post delivery of 1st lot of main equipment
<u>Repair and Maintenance Personnel</u>						
(b)	**EME School, Vadodra**	‘O’ Level	07 working days	01	30	
	OEM Premises	‘I’ Level	07 working days	01	06	
		‘D’ Level	14 working days	01	06	

Ser No	Training Location	Type of Trg	Duration (Days per batch)	No of Batches	Total No of Personnel	Remarks
QA personnel						
(c)	**OEM Premises**		07 Working days	01	04	Training to be conducted before dispatch of 1st lot of main equipment

Note.

(i) The training to enable the user/ operators to effectively operate the equipment and its accessories in field conditions. The training should also enable QA personnel to carry out effective ATP, QA and defect investigations.

(ii) The above training should meet the needs of repair and maintenance of the complete equipment, use of SMTs/ STE, 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 commensurate with the Permissible Repair Schedule (PRS).

(iv) The training should bring out utilization of provided MRLS items including procedure of their fitment/ repair.

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

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

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), **if applicable,** given at **Annexure I to Appendix J** to this RFP.

21. **<u>Fall Clause</u>**. 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.

<u>Bid Timelines</u>

22. Any queries/clarifications to this RFP may be sent to this office by **<u>03 Nov 2022</u>**. A copy of the same may also be sent to:-

Directorate General of Arty/ Arty-9
Room No 300 A, C Wing,
Sena Bhawan, New Delhi-110011
Tele & Fax No: 011-21411195

23. **<u>Pre-Bid Meeting</u>**. A pre-bid meeting will be organised by SHQ at **<u>1100</u>** Hours on **<u>07 Nov 2022</u>** at the address given at **Para 22** above to answer any queries or clarify doubts regarding submission of proposals. The Bidder or his authorised representative is requested to attend. Necessary details may be sent a week in advance to the address given at **Para 22** above, to facilitate obtaining of security clearance.

24. **<u>Submission of Bids</u>**. 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 and any other Bank Guarantee** as applicable, and then put in one envelope and sealed (**<u>all the envelopes should clearly state the letter No of RFP and the name of equipment and Bidder name</u>**) and submitted to the undersigned at the address given at Para 22 above by **<u>1700 Hours</u>** on **17 Nov 2022**.

25. Offer opening by a Offer opening committee will be held at **1200 Hours** on **18 Nov 22** at the same venue as indicated at **Para 22** above. The Bidder or his authorised representative is welcome to be present at the opening of the proposals. Necessary details may be sent at least one week in advance to facilitate obtaining of security clearance.

PART II – TECHNICAL REQUIREMENTS

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

27. **Operational Characteristics and Features**. The broad operational parameters 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. 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 final list of MRLS to this effect is to be submitted prior to CNC.

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

30. **Technical Details**.

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

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

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

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

33. **Demonstration/ Evaluation** The Bidder is requested to confirm his willingness to provide the equipment for Demonstration/ Evaluation in India on "No Cost No Commitment" basis within **60 (sixty) days** of issue of RFP. The Empowered Committee, at his own expense, will depute its representatives for the Demonstration / Evaluation. If any part of the Demonstration / Evaluation conducted in the Buyer's facilities, the Bidder shall depute his personnel and equipment at his own expenses and bear the cost of all expenses of demonstration other than the cost of ranges, platform or facilities which the Buyer may choose to provide free of cost. Demonstration Methodology is given at **Appendix F** to this RFP. The equipment produced for the Demonstration/ Evaluation by Bidders will be **retained till the signing of the contract**. **Post contract, equipment of the Bidder, chosen for the contract will be retained till the completion of the delivery**.

34. **Product Support (ESP)**. After induction, the equipment/system would be repaired and maintained as per the repair and maintenance philosophy at **Appendix E** to this RFP. The information on Engineering Support Package that is required to be provided is enclosed at **Annexure I** to I**V** to **Appendix E** to this RFP.

35. **Spares**. The spares requirement for two years 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.

36. As brought out at **Para 28**, 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. 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 Final list of MRLS to this effect is to be submitted prior to CNC. The Buyer would also have the option to amend the MRLS proposed by the Bidder within **two (02)** 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.

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

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

38. **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 entire redefined life cycle of the equipment**.

Evaluation of Technical Offers

39. The Technical Offer submitted by the Bidder will be evaluated by a Technical Evaluation Committee (TEC) comprising of the Empowered **Committee** members **or the representative nominated by the Empowered Committee**. Empowered Committee to confirm that the equipment being offered meets the Operational Parameters and features as elaborated at **Appendix A**. Post technical evaluation, the bidders would be asked to provide the **one (01)** equipment for demonstration/ evaluation as per the Demonstration Methodology given at **Appendix F** to this RFP at 'No Cost No Commitment' basis.

40. For an equipment to be introduced in service, it is mandatory that it successfully clears all stipulated demonstration /evaluations as per RFP.

41. **Commercial offers will be opened only of Bidders whose equipment is short-listed, after TEC, demonstration/ evaluation and those have been accepted technically**. In other words, the equipment would be required to be demonstrated and found suitable by Empowered Committee prior to commencement of any commercial negotiations.

Quality Assurance Instructions & Technical Evaluation Plan

42. 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 Buyer's QA agency with Bidder during CNC. 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. QA of

equipment will be carried out as per finalised QA plan in the contract. For COTS equipment, Bidder will provide Shelf Life Certification, requisite test reports and certification as per standards of manufacturing by Bidder. The draft ATP will be analysed for adequacy and sufficiency during demonstration. All prerequisite documents and supporting test reports pertaining to equipment under demonstration to be submitted during demonstration. Guidelines for framing of Draft ATP are given at **Appendix G**.

Marking and Packaging

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

"UPGRADED LONG RANGE SYSTEM"

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

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

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

44. 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.

45. **Packaging of Equipment and Deliverables**. The SELLER shall provide packaging as per Military Packaging Level 'P' of DEFSTAN 81-041 (Part 1) or equivalent Military Standard. The packaging will provide adequate protection against the defined environmental conditions and physical constraints that may be experienced by equipment and all deliverables during storage and transportation. The choice of packaging materials and processes is left to the packaging supplier. However, the following points shall be taken into account when providing items packaged; Provide adequate physical protection, Not make the item attractive, Provide clear identification and marking, Be the most cost effective solution, Provide a solution that is space efficient, Be fit for purpose for the journey specified, Be easily handled by in-service Mechanical Handling Equipment (MHE). If a re-usable container is required, then the same be provided with adequate protection for transportation and storage in the defined environmental conditions and physical constraints that may be experienced by equipment.

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

(a) The name and address of the consigner and consignee including: -

(i) The delivery destination/address if not of the consignee

(ii) Transit destination/address (for aggregation/disaggregation, onward shipment etc)

(b) The description and quantity of the deliverables.

(c) The full part number in accordance with codification details.

(d) The makers part, catalogue, serial, batch number, as appropriate.

(e) The contract number.

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

PART III - COMMERCIAL REQUIREMENTS

47. The third part of the RFP consists of the Commercial Clauses and Standard Clauses of contract. The bidders are required to give confirmation of their acceptance of these clauses. One copy of ISPPL **(Annexure V to Appendix E)** is to be submitted by Bidders along with commercial bid.

Commercial Bid

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

49. **Commercial offers will be opened only of the Bidder whose equipment is short-listed, after TEC, demonstration and evaluation**. The Commercial Offer must be firm and fixed and should be valid for at least **Six (06) months** from the last date of bid submission.

Commercial Bid Opening

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

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

52. The **CNC comprising of Empowered Committee** members will determine the lowest bidder (L1). The Empowered Committee will determine the lowest bidder (L1).

Additional Aspects

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

54. **Termination Clause**. The Termination Clause in this cases will be applicable in the following conditions: -

(a) The delivery of the equipment is delayed beyond the scheduled date of delivery for causes not attributable to Force Majeure.

(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.

PART IV: BID EVALUATION AND ACCEPTANCE CRITERIA

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

56. 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.

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

58. **Evaluation and Acceptance Process**.

(a) **Evaluation of Technical Proposals**. The technical proposals forwarded by the Bidders will be evaluated by the **Empowered Committee.** They will examine the extent of variations/differences, if any, in the Operational parameters as mentioned in **Appendix A** of the equipment offered by various Bidders and prepare a ''Compliance Statement" for shortlisting the Bidders. The shortlisted Bidders shall be asked to send one set of the equipment for Demonstration/Evaluation. The Demonstration/Evaluation will be conducted for operational parameters attached as **Appendix A.** The compliance would be determined only on the basis of the parameters specified in the RFP. The Empowered Committee will analyse the demonstration/ evaluation results and shortlist the equipment recommended for introduction into service.

(b) **Evaluation of Commercial Bid**. The Commercial bids of only those bidders will be opened, whose technical bids have been cleared by Empowered Committee and have successfully demonstrated their equipment capability as per the operational parameter defined at **Appendix A**. Comparison of bids would be done on the basis of Evaluation criteria given in **Appendix J** to this RFP. The L-1 bidder would be invited for negotiations by CNC.

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

Appendix A
(Refers to Para 26, 27, 28, 30(a), 31, 39, 58(a) & 58(b) of RFP)

OPERATIONAL CHARACTERISTICS AND FEATURES

<table>
<tr><td colspan="8"><u>System Configuration</u>. The proposed surveillance system should comprise the following components.

(a) Day Camera (Colour, Black/White)
(b) Thermal Imager
(c) Short Wave Infra Red (SWIR) Camera
(d) Control Display Unit (CDU)
(e) Laser Range Finder
(f) Tripod
(g) Inbuilt Global Position System
(h) Motion Control System/ Pan and Tilt Unit</td></tr>
<tr><td colspan="8"><u>OP Reqmt</u></td></tr>
<tr><td rowspan="4">Range</td><td></td><td colspan="3"><u>Human (In Kms)</u></td><td colspan="3"><u>Vehicle (In Kms)</u></td></tr>
<tr><td></td><td>Day</td><td>Thermal</td><td>SWIR</td><td>Day</td><td>Night</td><td>SWIR</td></tr>
<tr><td>Detection</td><td>≥ 15</td><td>≥ 12</td><td>≥ 15</td><td>≥ 20</td><td>≥ 15</td><td>≥ 20</td></tr>
<tr><td>Recognition</td><td>≥ 10</td><td>≥ 06</td><td>≥ 08</td><td>≥ 12</td><td>≥ 12</td><td>≥ 15</td></tr>
<tr><td colspan="8"><u>Thermal Channel</u></td></tr>
<tr><td>Resolution</td><td colspan="7">640 x 512 pixel</td></tr>
<tr><td>Field of View</td><td colspan="7">Wide : ≥ 12° x 10° & Narrow : ≤ 0.6° x 0.5°</td></tr>
<tr><td>Magnification & Zoom</td><td colspan="7">18X (Continuous Optical zoom), 2X (Digital Zoom).</td></tr>
<tr><td>MTBF</td><td colspan="7">≥ 10000 Hours</td></tr>
<tr><td colspan="8"><u>Day Channel</u></td></tr>
<tr><td>Sensor Resolution</td><td colspan="7">1920 x 1080 pixels.</td></tr>
<tr><td>Field of View</td><td colspan="7">Wide : ≥ 13° x 10° & Narrow : ≤ 0.8° x 0.6°</td></tr>
<tr><td>Magnification & Zoom</td><td colspan="7">28X (Continuous Optical zoom), 4X (Digital Zoom).</td></tr>
<tr><td>MTBF</td><td colspan="7">≥ 10000 Hours</td></tr>
<tr><td colspan="8"><u>SWIR Channel</u></td></tr>
<tr><td>Resolution</td><td colspan="7">640 x 512 pixel or better.</td></tr>
<tr><td>Field of View</td><td colspan="7">Wide - ≥ 12° x 10° & Narrow - ≤ 0.8° x 0.6°</td></tr>
</table>

Optical Zoom	19X (Continuous zoom) and 4X (Digital Zoom).
MTBF	≥ 10000 Hours
Laser Range Finder	
Range Resolution	Minimum : ≤ 100 meter, Maximum : ≥ 20 Km
Accuracy	± 5m
Lase Safety Class	Eye-Safe Class 1M according to IEC-60825-1 (2014).
MTBF	≥ 5000 Hours
Other System Features	
Digital Magnetic Compass (DMC)	(a) Inbuilt DMC for auto Northing. (b) Accuracy ≤ ± 1.0°
Satellite Based Positioning and Navigational System	(a) "Satellite Based Positioning and Navigational System" with WGS 84 projection system. It must provide own position as well as target position MGRS (Military Grid Reference System). (b) It should be compatible with **Defence Series Maps** and **IRNSS**. (c) Inbuilt GPS to provide own position during initialization. Accuracy better than 10 meters.
Ready Time from Power Off mode	≤ 08 minutes
Control & Display Unit (CDU)	
Display Type	19" LED Backlight display (Sunlight Readable), Windows X/latest version, Intel Core i7 – Series Processor, RAM ≥ 8 GB, 1TB HDD
Control Keys	Rugged QWERTY Keyboard with Touchpad/ Trackball.
Video Recording Capability	Capable of recording video of not less than 8 Hours.
External Interface	(a) Digital HDMI output, USB & DVD. (b) CDU should have DVD/CD ROM to facilitate loading/uploading of digital maps (**Raster & Vector formats**).
Pan and Tilt	
Type	Motorized Azimuth and Elevation; **Azimuth Range** – N x 360°
Elevation Range (Tilt)	± 40° and **Stabilization**: Gyro Stabilization Facility

Environmental Specification	
Operating Temperature	Minimum Temperature: Minus 20°C to Minus 10°C Maximum Temperature: Between 40°C and 45°C
Technical Parameters	
Weight	Total weight of the equipment not be more than 200 (Two hundred) kgs individual Components - $\leq$25 Kgs
Environmental Conditions	The system and all sub assemblies should comply with relevant aspect of JSS 55555:2012, Rev No- 3 / Latest for electronic component and JSS 5855 for optical instruments.
EMC/EMC	The complete system and all sub assemblies should EMI/EMC compliant as per Mil Standard 461 E.
Power Supply	
Generator	A generator producing the desired voltage to power all the components as well as charging of batteries.
Battery Type	(a) Lithium Ion Phosphate Batteries with charging/ discharging temperature range of -20° C to +60°C. (b) Time required for charging the batteries should not exceed four (04) hours. (c) Service life of the batteries should be minimum 4000 hours.
Miscellaneous Accessories	(a) Compartmentalized, shoulder-slung man pack with ergonomic weight distribution and cushioning. Water proof, shock resistant and durable. (b) User manuals in English/Roman English/Hindi. (c) Maintenance tools/Kit.
Data Transmission	(a) Capability to transmit the data through OFC upto 20 Kms and wireless link upto a distance of 05 Km. (b) **128** bit AES encryption **or higher standards**.

Appendix B
(Refers to Para 7, 26, 30(b) & 31 of RFP)

COMPLIANCE TABLE

For : Upgraded Long Range System

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 55 (c))			
Technical Parameters as per Appendix A			
	Operation Characteristics and Features		
Commercial Parameters as per RFP			
	Performance-cum-Warranty Bank Guarantee asper Para 2 of Appendix H of RFP		
	Advance Payment Bank Guarantee as per Para 1.4.1 of Appendix H of RFP		
	Earnest Money Deposit as per Para 24 of RFP is ₹ 30 Lakhs.		

Appendix C
(Refers to Para 11 of RFP)

WARRANTY CLAUSE

1. The **SELLER** warrants that the goods/services supplied under this contract conform to technical specifications prescribed and shall perform according to the said Technical Specifications.

2. The **SELLER** warrants for a period of **24 (Twenty Four)** months from the date of acceptance deliverables post Joint Receipt Inspection or from date of installation and commissioning of the SMTs/ STEs, whichever is later, 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.

3. If within the period of warranty, the goods/stores are reported by the **BUYER** to have failed to perform as per the specifications, the **SELLER** shall either replace or rectify the same free of charge, maximum within **45 (Forty Five)** 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 repair will be carried out in-situ. However, in case certain locations are inaccessible for the seller, then the buyer will relocate the stores to nearest Intermediate level repair points, where the Seller will undertake the warranty repairs. Decision of BUYER with respect to accessibility of location where defective item is held will be final and binding on **SELLER**. Warranty of the equipment would be extended by such duration **of downtime**. Record of the down time would be maintained by user in log book. Spares **and all consumables** required for warranty repairs shall be provided free of cost by **SELLER**. The **SELLER** also warrants that the special oils, lubricants, gas and sealants for purging required for the warranty repair of the equipment shall be provided by the **SELLER** himself. **All activities including diagnosis, rectification, calibration, transportation etc, required for making equipment serviceable and available would be the SELLER responsibility.** The **SELLER** also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the **BUYER** and the **SELLER**. The **SELLER** shall intimate the assignable cause of the failures.

4. **SELLER** hereby warrants that necessary service and repair backup during the warranty period, shall be provided by the **SELLER** and he will ensure that the **cumulative** downtime **period for the equipment does not exceed 10% of the warranty period.**

5. All scheduled servicing during the warranty period will be “borne by the bidder” to include calibration, consumables, spares labour, oil, gases, expendables and lubricants etc.

6. If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds **10%** of the warranty period **or a common defect is noticed in more than 15% of the quantity of goods with respect to a particular item/component/sub-component, that** complete **item**/equipment shall be replaced free of cost by the **SELLER** within a stipulated period of **60** days of receipt of the notification from the **BUYER** duly modified/upgraded through design improvement in all equipment supplied/yet to be supplied and ESP supplied/yet to be supplied.

7. **SELLER shall associate technical personnel of maintenance agency and QA of BUYER during warranty repair and shall provide complete details of defect, reasons and remedial actions for averting recurrence of such defects.**

8. In case the complete delivery of the Engineering Support Package is delayed beyond the period stipulated in this contract, then the **SELLER** undertakes that the warranty period for entire range of goods/ stores alongwith the ESP shall be extended to that extent by which the delivery of ESP was delayed.

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

Appendix D
(Refers to Para 32 of RFP)

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

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

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

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

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

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

(Signed)

Designation/Name/Address of firm

Date:

Place:

Appendix E
(Refers to Para 34 & 35 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 (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 (STEs). The vendor may also include Built in Test Equipment (BITE) facility to identify faults upto field level. Further there will be adequate number of LRUs/Assemblies to be maintained as Floats which can be replaced at Field level to reduce MTTR and can be recycled after intervention/ repairs by Original Equipment Manufacturer. There shall be **15 (Fifteen) Nos of Field Repair Points** to provide Field repair cover to quantity **44 (Forty Four) x Upgraded Long Range System**. The manufacturer in addition to the basic unit level SMTs/STEs/SE, is required to provide the following: -

(i) 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.

(ii) Additional Special Maintenance Tools and Test Equipment needed for each such field/flotilla/station work shop.

(b) **‘I’ Level (Intermediate Repair)**. These repairs include Intermediate Repairs by Corps Zone workshop 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 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. There shall be **three (03) Nos of Intermediate Repair Points** to provide ‘I’ Level (Intermediate) repairs cover to quantity **44 (Forty Four) Upgraded Long Range System**. 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) All Special Maintenance Tools, jigs, fixtures and Test Equipment for carrying out repairs up to component/ PCBs/ module level.

(iii) Oils and lubricants necessary for overhaul.

(iv) All necessary technical literature.

(v) Calibration facilities for test equipment.

(c) **<u>'D' Level (Depot Level Repairs)</u>.** These repairs include extensive Depot level Repairs which are either routine and planned or necessitated due to major repairs/renewal requirements requiring stripping and rebuilding of equipment. Extensive repairs of components / sub-assemblies and overhaul of the complete equipment is carried out by this facility and due to the complexity requires specific technical knowledge, infrastructure, related documentation, experience and proper quality control. Post such repairs, detailed trials are conducted usually by the overhauling agency, prior to handing over of the equipment to the unit for operational exploitation. There shall be **one** (**01) Depot Level Repair point to provide 'D' Level** (Depot Level) repair cover to quantity **44 (Forty Four) Upgraded Long Range System**. The manufacturer is required to provide the following: -

(i) All Special Maintenance Tools, jigs, fixtures and test equipment for carrying out repairs up to component / PCBs/ module level.

(ii) Oils, lubricants, gas and sealants for purging necessary for overhaul/ repair.

(iii) All necessary technical literature.

(iv) Calibration facilities for test equipment.

2. To sustain and support platform/equipment through its operational life-cycle, Product Support requirements for at least 02 years beyond the warranty period will be procured along with the main equipment. The equipment could be provided product support through Engineering Support Package (ESP), which are elucidated in subsequent paragraphs: -

<u>Engineering Support Package (ESP)</u>

3. 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.

4. **Spares**

(a) **Manufacturer's Recommended List of Spares (MRLS)**. This is the list of spares, recommended by the manufacturer, for maintaining operational serviceability of the equipment and sustain it for the period stipulated in the RFP. Based on the explanation given above, the bidders are requested to provide MRLS to sustain the equipment for a period of **two (02) years** for various levels of repair as per format given at **Annexure I** to this Appendix. **List of the MRLS, along with likely consumption rate of spares is to be provided with the Technical proposal**. **Cost of the MRLS, is to be provided with the Commercial 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 'D' 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 28 of RFP refers).

(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 **two (02) 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.

5. **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. This would be formulated in a similar manner as explained for MRLS and details are to be included in both Technical and Commercial Proposals as per suggested format at **Annexure II to this Appendix**. SMTs, STEs and Test Jigs will be provided by the Bidder, and will be validated by Buyer during the demonstration for the maintenance of equipment,. The list of equipment required to be supplied will incorporate Adequacy Clause, as elaborated above. Bidder will undertake installation of SMT/ STEs at the nominated premises of the buyer.

6. **Technical Documentation.** The Bidder will be required to provide the technical literature preferably in IETM (Interactive Electronic Training Manuals) in Level 4 format or higher. The details of technical literature to be supplied with the system should be listed as per the suggested format at **Annexure 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 may be submitted by the Bidder is as under: -

(a) **Technical Literature**.

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

(ii) Design Specifications.

(iii) **Technical Manuals.**

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

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

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

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

(iv) Manufacturers Recommended List of Spares (MRLS).

(v) Illustrated Spare Parts List (ISPL).

(vi) Technical Manual on STE with drawing references.

(vii) Complete Equipment Schedule.

(viii) Table of Tools & Equipment (TOTE) & carried spares.

(ix) Rotable list, norms of consumption, mandatory/ non-mandatory spares list for each system.

(x) Interactive Electronic Technical Manuals (IETMs) of Class IV and above.

(b) Servicing Schedule.

(c) Condemnation limits.

(d) Permissive repair schedule.

(e) Packing specifications /instructions.

(f) Any additional information suggested by the OEM.

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

Table - Format for Submitting Details of OEMs

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

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

(a) The requirement of training and associated equipment must be clearly specified in Part I and details should be placed as per **Annexure IV to this Appendix**.

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

(c) **Sufficiency Clause**. On completion of training, technicians should be capable of carrying out stipulated maintenance/ repair to the full system as per the defined Product Support philosophy.

Active Technology Obsolescence Management (*where applicable*)

9. OEM will indicate his methodology to undertake Active Obsolescence Management through life cycle of equipment which would include upgradation of systems/ subsystems/ units on completion of its fair service life. The Bidder/OEM (as applicable) shall also intimate the Buyer on likely technology obsolescence of various sub-assemblies/units/modules of equipment through an Annual Bulletin. In case of impending obsolescence of components, bulletin should specify either alternate item or option for life-time buy as under: -

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

(b) Three years prior to completion of design/service life of equipment, the Bidder/OEM (as applicable) will submit techno-commercial proposal for upgradation of equipment, wherever applicable, to mitigate technology obsolescence and for ensuring product support for next 15 years.

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

(a) Software used (except the software used in COTS equipment) should undergo software quality assurance as per relevant and latest international military standards, as applicable. The software should be latest CMM level complaint.

(b) The software life cycle concept will be followed/ observed. The software should be restorable in Field. Any upgrades or patches required in the software will be provided free of cost throughout the life cycle of the equipment. Adequate memory should be available to accept any upgradation.

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

Annexure I to Appendix E
(Refers to Para 4(a) of Appendix E)

MANUFACTURER'S RECOMMENDED LIST OF SPARES (MRLS)

EQUIPMENT: **Upgraded Long Range System**

Original Equipment Manufacturer (OEM): _______________

Ser No	Manu facturer's Part No	Source of supply	Nomencl ature	Nos fitted in one eqpt	ISPL /NSN reference	Unit Cost	Recommended scale for quantity 44 x Upgraded Long Range System for Two years			Total cost	H M L	V E D	F N S	Remarks
							Fd Repair Points (15)	Intermed-iate Repair Points (03)	Base Level Repair Points (01)					

Note:

1. Maintenance spares/ stores like lubricants, sealing compound, gases should be given separately giving source of supply.
2. Spares for component repairs should be included under the column of Base level 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’ (Special Item).

(e) If a component/ assembly is common to other similar equipment offered by the OEM earlier these should be marked ‘CM’ and name of the equipment along with details of part number be indicated.

(f) In any item is to be repaired by OEM in his premises, the same should be mentioned as FR.

4. MRLS should be drawn out of the ‘Illustrated Spares Part List’ of the equipment, which should be separately given as part of Technical Manual Part IV.

5. If the main equipment consists of other equipment then MRLS should be prepared for them under proper heads.

6. MRLS be 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)/ assemblies should be listed and their components should be included under them so as to relate each item of spare to their module/ SRU/ assembly.

9. Complete MRLS should be costed separately for Field, Intermediate & Base level 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.

10. MRLS for test equipment should also be provided on the similar format.

11. One set of MRLS (Field) per repair points (Field). Similarly for ‘I’ & ‘D’ level repair points.

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

LIST OF SMT/STEs, JIGS, FIXTUREAND INFRASTRUCTURE

EQUIPMENT: Upgraded Long Range System

Original Equipment Manufacturer (OEM): __________

Ser No	**Manufacturer's Part No**	**Designation**	**Unit Cost**	**Recommended scale for quantity 44 X Upgraded Long Range System**				**Brief Purpose**	**Remarks**
				Field Repair (15)	Intermediate Repair (03)	Base Repair (01)	Trg Est (01)		

Note:

(i) Prepare separate sheet for each type of equipment.

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

(iii) SMT/STE common to other similar equipment offered by OEM earlier or existing in-service equipment, these should be marked as 'CM'.

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

(v) Test equipment for calibrating the STEs should be included in the list above and marked as 'CAL' in remarks column.

(vi) Test equipment which are required to be provided by the customer should be also be included in the list above.

(vii) Bidder confirms to installation of SMTs/ STEs at the nominated premises of the buyer.

Annexure III to Appendix E
(Refers to Para 6 of Appendix E)

TECHNICAL LITERATURE

EQUIPMENT: Upgraded Long Range System

Original Equipment Manufacturer (OEM):______________________________

Ser No.	Technical Literature	Unit Cost	Quantity Required			Total Cost	Remarks
			User	EME	DGQA		
1.	User Handbook/operators Manual		48	22	04		
2.	Design Specifications		-	03	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		02	22	04		
4.	Manufacturer's Recommended List of Spares (MRLS)		-	03	02		
5.	Illustrated Spare Part list (ISPL)		-	22	02		
6.	Illustrated Spare Part Price list (ISPPL)		-	02	-		
7.	Technical Manual on STE with drawing reference.		-	02	02		
8.	Soft copy of technical literature in the form of IETM class IV and above		-	04			
9.	Any other (specify)						

Total Cost:

Note.

(i) In case any additional equipment is used their tech literature will be included.
(ii) If certain technical literature is being provided free of cost, it should be indicated in remark column.
(iii) The above mentioned technical literature would be in English language except User Handbook/ Operator's manual which would be Bilingual (Hindi/ English).
(iv) All the above Technical Literature is recommended to be provided in the form of CDs/ DVDs.
(v) Diagnostic and installation manuals to be provided for the complete software being used in the equipment.

Annexure IV to Appendix E
(Refers to Para 8(a) of Appendix E)

TRAINING AGGREGATES

EQUIPMENT: Upgraded Long Range System
OEM: ____________________

Ser No.	Description of Training Aggregate	Nos Required			Total Qty	Unit Cost	Total Cost	Remarks
		User	EME	DGQA				
1	Computer based training package with permission make extra copies based on interactive multimedia to include (a) Full Graphics, Animation test and sound (b) Symptoms- fault correlation (expert system)	02	02	02	**06**			
2	Training Aids :- (a) Laminated Charts (size 4' x 3') to include system layout and exploded view of all SRUs (Soft and Hard Copy). (b) Symptoms- fault correlation (except system). (c) CDs on training	04	02	02	**08**			
3	Cost of trg requirement in India at Bidder premises	90	42	04	**136**			
4	Any other-	-	-	-				

Annexure V to Appendix E
(Refers to Annexure III of Appendix E)

ITEMISED SPARES PART PRICE LIST (ISPPL)

EQUIPMENT: Upgraded Long Range System

OEM: ______________________

Annual Price Escalation for Spares : __________________

Ser	Part No	Description	Quantity fitted in each Equipment (to cover all items)	Minimum Order Quantity	Unit Price List	Delivery Period	Category : Vital/Essential /Desirable (V/E/D)	Mean Time Between Failure (If applicable)	Recommended for MRLS (Yes or No)

Appendix F
(Refers to Para 33 & 39 of RFP)

DEMONSTRATION METHODOLOGY

1. The demonstration will be conducted on 'No Cost No Commitment' basis by Empowered Committee or members nominated by them under the aegis of IHQ of MoD (Army) as per **Annexure-I**. Demo Methodology is broad based. Detailed Demo Directive will be issued prior to conduct of Demonstration in consultation with the bidders and based on the systems being offered.

2. **Number of Trial Equipment and Other Associated Items**. One set of Upgraded Long Range Sys will be arranged by vendor at the designated demonstration location. Vendor will be responsible for ensuring availability requisite spares/ tools/ associated equipment/ material required for the demonstration.

3. **Crew**. Crew representative for the operation of equipment for demonstration will be provided by the Vendor. Prior to the commencement of the demonstration, vendor representatives will undertake briefing of the team evaluating demonstration. The vendor representatives should have adequate knowledge about the equipment/ spares/ tools to give the complete details of the equipment.

4. **Timeframe for Demonstration**. The vendor will ensure availability of one set of demonstration equipment (as per Para 2 above) at designated location within 60 days of issue of RFP.

5. **Retention of Trial Equipment**. The equipment of all the vendors found compliant after demonstration, will be retained by the demo unit under their custody till the commencement of CNC. Equipment of vendors found non-compliant in the demonstration would be returned thereafter. On finalization of contract, other participating vendors may utilise/ dispose off their equipment as deemed fit. Equipment of L1 vendor with whom contract is concluded will be retained by the Buyer till the first lot of delivery, for purpose of comparison.

6. **Transportation of Equipment**. Being NCNC demonstration all charges for transportation freight, insurance, custom, octroi and any other local taxes shall be borne by the vendor.

Demonstration by Empowered Committee

7. The demonstration will be conducted in accordance with the provisions laid out in DAP 2020 and the equipment will be tested against parameters mentioned at Annexure I. Equipment fielded may require repairs/ modifications during the course of demonstration and these in-situ servicing, repair, maintenance actions or modifications as requested by the vendor may be permitted on case to case basis. Towards this, vendor shall be adequately informed and advised at the pre demonstration stage itself so that they can ensure availability of requisite maintenance teams/ experts on site during the conduct of demonstration.

8. **Change of Equipment**. Change of equipment (if required) may be permitted. The duration required for change of eqpt will be as decided in the pre-demo meeting. Towards

this, participating vendors are advised to ensure redundancy of equipment and associated accessories.

9. **Location of Demonstration**. Demonstration will be undertaken at a location (in India) as decided by Empowered Committee. The location for demonstration will be discussed during pre-demo/pre bid meet.

10. **Vendor Certification (Certificate of Conformance)**. Vendor certification supported by test reports from NABL accredited Labs on aspects specified at Annexure-I will be accepted as applicable.

11. **Testing Charges**. All testing charges in various laboratories (as applicable) will be borne by respective vendors.

Outline Methodology of Conduct

12. Outline Methodology of Conduct is attached as Annexure-I.

Pre - Demonstration Meeting

13. A pre demonstration meeting to discuss broad schedule and modalities of demonstration will be organized at a place which will be intimated to the vendors. The meeting will include representative of vendor and all stake holders and agencies involved in conduct of demonstration.

Representations / Requests

14. All queries, representations and requests related to the demonstration will be addressed in writing to the Empowered Committee. Attention of respective vendors is drawn towards MoD Guidelines for Handling of Complaints promulgated vide MoD ID No. 1(6)/D(Acq)/13-Vol.II dated 21 Sep 2015.

Schedule of Demonstration

15. The likely schedule and sequence of demonstration will be informed to the vendor representatives during the meetings mentioned at Para 13 above.

Miscellaneous

16. The representatives of the Empowered Committee may be required to visit certain factory locations and/or laboratories during the evaluations. The vendor would organise access and facilitate such visits by Empowered Committee to its factory/manufacturing locations.

17. Bidders will submit their QA plans as implemented by them during the production of the equipment.

18. Any additional aspects to be checked during Empowered Committee will be intimated during the meeting mentioned at Para 13 above.

Annexure I to Appendix F
(Refers to Para 1&12 of Appendix F)

DEMONSTRATION METHODOLOGY

<table>
<tr><th>Ser No</th><th colspan="2">Parameter</th><th>Evaluating Agency</th><th>Methodology</th><th>Remarks</th></tr>
<tr><td rowspan="9">1.</td><td colspan="2"><u>System Configuration</u>. The proposed surveillance system should comprise the following components.</td><td rowspan="9">User</td><td rowspan="9">Physical verification during demonstration</td><td rowspan="9"></td></tr>
<tr><td>(a)</td><td>Day Camera (Colour, Black/White)</td></tr>
<tr><td>(b)</td><td>Thermal Imager</td></tr>
<tr><td>(c)</td><td>Short Wave Infra Red (SWIR) Camera</td></tr>
<tr><td>(d)</td><td>Control Display Unit (CDU)</td></tr>
<tr><td>(e)</td><td>Laser Range Finder</td></tr>
<tr><td>(f)</td><td>Tripod</td></tr>
<tr><td>(g)</td><td>Inbuilt Global Position System</td></tr>
<tr><td>(h)</td><td>Motion Control System/ Pan and Tilt Unit</td></tr>
<tr><td colspan="6"><u>Op Requirement</u></td></tr>
<tr><td>2.</td><td colspan="2"><table>
<tr><td rowspan="4">Range</td><td></td><td colspan="3"><u>Human (In Kms)</u></td><td colspan="3"><u>Vehicle (In Kms)</u></td></tr>
<tr><td></td><td>Day</td><td>Ther-mal</td><td>SWIR</td><td>Day</td><td>Night</td><td>SWIR</td></tr>
<tr><td>Detec-tion</td><td>≥15</td><td>≥12</td><td>≥15</td><td>≥20</td><td>≥15</td><td>≥20</td></tr>
<tr><td>Recog-nition</td><td>≥10</td><td>≥06</td><td>≥08</td><td>≥12</td><td>≥12</td><td>≥15</td></tr>
</table></td><td>User</td><td>Physical verification during demonstration</td><td></td></tr>
</table>

Ser No	Parameter	Evaluating Agency	Methodology	Remarks
3.	**Thermal Channel**.			
	Resolution. 640 x 512 pixel	User/ DGQA	Vendor certification	Vendor certification supported by test reports from NABL accredited Labs as applicable
	Field of View. Wide: $\geq 12^0 \times 10^0$& Narrow - $\leq 0.6^0 \times 0.5^0$	User	To be demonstrated.	
	Magnification & Zoom. 18X (Continuous Optical zoom), 2X (Digital Zoom).			
	MTBF. $\geq$10000 Hours	DGQA	Vendor certification	Vendor certification supported by test reports from NABL accredited Labs as applicable
4.	**Day Channel**.			
	Sensor Resolution. 1920 x 1080 pixels	User	To be demonstrated	
	Field of View. Wide : $\geq$ 13° x 10° & Narrow : $\leq$ 0.8° x 0.6°			
	Magnification & Zoom. 28X (Continuous Optical zoom), 4X (Digital Zoom).			
	MTBF. $\geq$10000 Hours	DGQA	Vendor certification	Vendor certification supported by test reports from NABL accredited Labs as applicable
5.	**SWIR Channel**.			
	Resolution. 640 x 512 pixels or better	User	To be demonstrated	
	Field of View. Wide - $\geq$ 12° x 10° & Narrow - $\leq$ 0.8° x 0.6°			
	Optical Zoom. 19 X (Continuous zoom) and 4X (Digital Zoom).			
	MTBF. $\geq$10000 Hours	DGQA	Vendor certification	Vendor certification supported by test reports from NABL accredited Labs as applicable

Ser No	Parameter	Evaluating Agency	Methodology	Remarks
6.	**Laser Range Finder**			
	Range resolution. Minimum: <u><</u>100 meter, Maximum : <u>></u> 20 Km	User	To be demonstrated	
	Accuracy. ± 5m			
	Lase Safety Class. Eye-Safe Class 1M according to IEC-60825-1 (2014).			
	MTBF. <u>></u>5000 Hours	DGQA	Vendor certification	Vendor certification supported by test reports from NABL accredited Labs as applicable
7.	**Other System Features**			
	Digital Magnetic Compass (DMC). (a) Inbuilt DMC for auto Northing. (b) Accuracy <u><+</u>1.0°	User	Physical verification during demonstration	
	Satellite Based Positioning and Navigational System. (a) "Satellite Based Positioning and Navigational System" with WGS 84 projection system. It must provide own position as well as target position MGRS (Military Grid Reference System). (b) It should be compatible with **Defence Series Maps** and **IRNSS**. (c) Inbuilt GPS to provide own position during initialization. Accuracy better than 10 meters.	User	Physical verification during demonstration	
	Ready Time from Power Off mode.<u><</u> 08 minutes			

Ser No	**Parameter**	**Evaluating Agency**	**Methodology**	**Remarks**
8.	**Control & Display Unit (CDU)**			
	Display Type. 19" LED Backlight display (Sunlight Readable), Windows X/latest version, Intel Core i7 – Series Processor, RAM $\geq$ 8 GB, 1TB HDD	User	To be demonstrated	
	Control Keys. Rugged QWERTY Keyboard with Touchpad/ Trackball.	User	Physical verification during demonstration	
	Video Recording Capability. Capable of recording video of not less than 8 Hours.	User	To be demonstrated	
	External Interface. (a) Digital HDMI output, USB & DVD. (b) CDU should have DVD/CD ROM to facilitate loading/uploading of digital maps (**Raster & Vector formats**).	User	Physical verification during demonstration	
9.	**Pan and Tilt**.			
	Type. Motorized Azimuth and Elevation; **Azimuth Range** - N x 360^0	User	Physical verification during demonstration	
	Elevation Range (Tilt). $\pm$ 40^0 and **Stabilization** : Gyro Stabilization Facility	User	Physical verification during demonstration	
10.	**Environmental Specification**.			
	Operating Temperature. Minimum Temperature: Minus 20°C to Minus 10°C Maximum Temperature: Between 40°C and 45°C	User/ DGQA	Vendor certification	Vendor certification supported by test reports from NABL accredited Labs
11.	**Technical Parameters**.			
	Weight. Total weight of the equipment not be more than **200 (two hundred) kgs individual components**$\leq$ 25 Kgs.	User	Physical verification during demonstration	

Ser No	**Parameter**	**Evaluating Agency**	**Methodology**	**Remarks**
	Environmental Conditions. The system and all sub assemblies should comply with relevant aspect of JSS 55555:2012, Rev No- 3 / Latest for electronic component and JSS 5855 for optical instruments.	User/ DGQA	Vendor certification	Vendor certification supported by test reports from NABL accredited Labs as applicable.Test to be carried out in proper sequence only with pre and post functional checking of all parameters.
	EMC/EMC.The complete system and all sub assemblies should EMI/EMC compliant as per Mil Standard 461 E.			
12.	**Power Supply**.			
	Generator. A generator producing the desired voltage to power all the components as well as charging of batteries.	User	Physical verification during demonstration	
	Battery Type.			
	(a) Lithium Ion Phosphate Batteries with charging/ discharging temperature range of -20° C to +60°C.	DGQA	Vendor Certification	Vendor certification supported by test reports from NABL accredited Labs as applicable
	(b) Time required for charging the batteries should not exceed four (04) hours.	User	To be demonstrated	
	(c) Service life of the batteries should be minimum 4000 hours.	DGQA	Vendor Certification	Vendor certification supported by test reports from NABL accredited Labs as applicable
	Miscellaneous Accessories. (a) Compartmentalized, shoulder-slung man pack with ergonomic weight distribution and cushioning. Water proof, shock resistant and durable. (b) User manuals in English/Roman English/Hindi. (c) Maintenance tools/Kit.	User	Physical verification during demonstration	

Ser No	**Parameter**	**Evaluating Agency**	**Methodology**	**Remarks**
	Data Transmission. (a) Capability to transmit the data through OFC upto 20 Kms and wireless link upto a distance of 05 Km.	User/ DGQA	To be demonstrated	
	(b) **128** bit AES encryption* **or higher standards**.		Vendor certification	Vendor certification supported by test reports from NABL accredited Labs as applicable. * The encryption standard are evaluated and certified by SAG

13. **Environment Conditions**. Upgraded Long Range System should be capable of satisfying the environmental requirements as applicable for operations at altitudes and conditions as given on the Demo Methodology above. Requisite test reports from NABL accredited lab to be provided for following environmental conditions:-

(a) Humidity.

(b) Storage and transportation temperature (Minus 20 to 55 C).

(c) Wind conditions.

(d) Rain conditions.

(e) Vibration.

(f) Shock.

(g) Sealing.

(h) Low Temperature.

(k) Solar Radiation.

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

(a) Technical literature which may include User Handbook, Technical manuals, ISPL, MRLS, Technical manuals on STEs, details of training aggregates & CBTs for training of technicians for maintenance (As applicable).

(b) Details of SMTs and STEs required to op the eqpt in field conditions.

(c) Tree diagram to include assemblies/ sub-assemblies (As applicable).

Appendix G
(Refers to Para 42 of RFP)

GUIDELINES FOR FRAMING DRAFT ATP

1. Bidders to submit draft ATP with their Technical Bid.

2. Draft Acceptance Test Procedure for the Equipment/ System should mainly consist of the following: -

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

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

(c) Safety/ Security aspects, if any.

(d) **Technical Specifications.** Technical Specification of the equipment be indicated along with dimension, weight of the equipment etc. operational requirements & Pictorial representation of the equipment/ system be provided under this section.

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

(f) Bill of Materials. BoM as per the following format be included.

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

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

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

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

(k) **<u>Applicability of ESS/ Endurance test.</u>** ESS procedure to be followed be mentioned and the procedure for carrying out the Endurance test be included.

(l) **<u>Quality Audit points/ Checks/ Methodology including Real Time/ Online Audit activities & list of critical processes</u>.** Process audit methodology to be carried by mentioned.

(m) **<u>Quality Audit Flow Chart/ Process Monitor Points</u>.** Mutually agreed Audit flow chart be mentioned by quoting Relevant ISO standards.

(n) **<u>Operational checks/ Tests</u>.** Includes Quick checks/ Tests with ATE/BITE/Processor based Auto Diagnostic checks on the store, if equipped with, before release of the store to the Consignee.

(o) **<u>Test & Measurement Record (TMR)</u>.** TMR sheet with expected output be mentioned.

(p) **<u>Acceptance criteria including Sampling Plan, if any</u>.** Acceptance criteria be mentioned under this section.

<u>Note</u>

(i) Weight and dimension should have tolerance.

(ii) Weight of the system shall specify along with power systems including Genset/ UPS wherever required.

(iii) Sampling plans where applicable to be invoked as per relevant standard.

(iv) Certain test requires permission from authorities such as long range communication, jamming tests, detection of drones, use of DEW etc. Necessary permissions need to be obtained by SELLER.

(v) Arms & Ammunition required for testing to be planned suitably by SHQ.

Appendix H
(Refers to Para 48 of RFP)

COMMERCIAL CLAUSES

1. **Payment Terms**

1.1 **INCOTERMS for Delivery**

1.1.1 The delivery of goods will be based on DDP INCOTERMS-2020 with ultimate consignee as **COD 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 considered as Total Contract Price excluding taxes and duties applicable at the time of signing of Contract.

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

1.3.4 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. Bank Guarantee(s) shall be from any Indian Public or Private Scheduled Commercial Bank.

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

1.4.1 **Advance Payment**. 15 (Fifteen) % of the Base Contract Price shall be paid within 30 (Thirty) days of submission of claim and a Bank Guarantee for the equivalent amount, subject to correction and acceptability of the documents submitted. The prescribed format of the Advance Payment Bank Guarantee (APBG) is placed at **Annexure II 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 **<u>On Dispatch</u>**. 60 (Sixty) % of the base contract price of main equipment alongwith 100% of Freight, Transit Insurance and reimbursement of 100% taxes shall be paid on proof of dispatch of deliverables to the consignee and on production of an inspection note issued by the buyer designated inspection agency. Number and date of the Railway/Road/Air Transport receipt under which the deliverables charged for in the bill are dispatched by rail/road/Air and the number and date of letter with which such receipt is forwarded to the consignee, should be quoted on the bill. The payment will be made by PCDA/CDA through cheque/Electronic Fund Transfer (EFT) on submission of following documents: -(*Note-The list given below is illustrative. The documents that may be required, depending upon the peculiarities of the procurement being undertaken, may be included/excluded in RFP*).

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

1.4.2.5 Packing List.

1.4.2.6 Certificate of Origin.

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

1.4.2.8 Exemption certificate for taxes/duties, if applicable.

1.4.2.9 Warranty certificate from the 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 **<u>On Final Acceptance</u>**. The remaining **25 (Twenty Five)** % of the Base Contract Price of the main equipment shall be paid on pro-rata basis within 30 (Thirty) days of submission of the Acceptance Certificate & Certified Receipt Voucher (CRV) issued by the Buyer and other relevant documents as mentioned above for final payment, but such payments will be subject to the deductions of such amounts as the Seller may be liable to pay under the agreed terms of the Contract. The concerned PCDA/CDA will release the payment through cheque/EFT.

1.4.5 **Payment of Deliverables Less Main Equipment**. **85% of the base contract price of deliverables (including 100% of taxes/ levies)** such as MRLS, SMT/STEs, Technical Literature and Training Aggregates will be paid on submission of claim post completion of JRI by Buyer.

1.4.6 **Part-Dispatch/Part-Shipment**. Part-dispatch or part-shipment of goods is permitted and corresponding payment will be released to the Seller. However, where permitted, the minimum quantity for using this facility on each occasion will **not be less than 15**. Transhipment may not be permitted for certain deliverables and/ or under certain conditions.

1.4.7. **Payment for Training**. **85% payment of base contract price (including 100% taxes/ levies)** for training of DGQA, Operators and Maintenance personnel will be done after completion of training as given in **Para 15** of RFP. Vendor will also furnish training completion certificate from buyer, prior to payment for training.

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.

1.4.9 **Exchange Rate Variation**. Exchange Rate variation shall be applicable for Rupee contracts with Indian Bidders, based on RFPs issued under all categories of capital acquisitions mentioned at Para 8 to 12 of Chapter I of DAP. The indigenous & import components as also the various currencies (of the import components) for ERV purposes, must be determined in advance. The guidelines on protection of Exchange Rate Variation are given at **Annexure I to this Appendix**. No reimbursement of custom duties is applicable for imported input materials to the Bidder.

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

3. **Inspection**. Pre Dispatch Inspection (PDI) would be at the discretion of the Buyer. In addition, Joint Receipt Inspection (JRI) may also be carried out. If it is PDI, the Bidder should intimate at least **30 days** prior to the day when the equipment is to be offered for PDI to enable Buyer’s QA personnel to be available for inspection. All the expenses towards PDI will

be borne by the Bidder except transportation and accommodation of Buyer's PDI team, which will be deputed at Buyer' 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 JRI should be completed within **30 days** of intimation from the bidder.

4. **<u>Liquidated Damages (LD)</u>**. In the event of the Bidder's failure to submit the Documents, supply the stores/ goods, perform services, training as per schedule specified in this contract, the BUYER may, at his discretion withhold cost of the specific lot/ batch or 1% of the project cost whichever is higher until the completion of the contract. The BUYER may also deduct from the BIDDER as agreed, liquidated damages to the sum **1.5%** for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than **15%** of the contract price of the value of delayed stores/ services (Any extension given by the Buyer for delay attributable to Buyer or Force Majeure Clause to be factored in delivery period).

5. **<u>Denial Clause</u>**. 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 clause (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 to 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 Denial clause is at **Annexure IV to this Appendix**.

Annexure I to Appendix H
(Refers to Para 1.4.9 of Appendix **H**)

GUIDELINES OF PROTECTION OF EXCHANGE RATE VARIATION IN CONTRACTS

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

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

(i) The delivery period is less than one year; or

(ii) The rate of exchange variation is within the band of +/- 2.5%.

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

(i) Year wise and major currency wise import break up is to be indicated.

(ii) Detailed time schedule for procurement of imported material/Services and their value at the FE rates adopted for the contract is to be furnished by the Bidder as per the format given below: -

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

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

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

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

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

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

2. **Methodology For Claiming ERV**

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

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

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

(a) A bill of ERV claim enclosing worksheet.

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

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

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

Annexure II to Appendix H
(Refers to Para 1.3.3 & 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 Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the 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 III to Appendix H
(Refers to Para 2 of Appendix **H**)

BANK GUARANTEE FORMAT FOR PERFORMANCE-CUM-WARRANTY

To

The ____________________
Ministry of ________________
Government of India
_________________ (complete postal address of the beneficiary)

Dear Sir,

1. Whereas President of India represented by the ______________ Ministry of _____________, Government of India (hereinafter referred to as BUYER) have entered into a Contract No. ___________________________dated ________________ (hereinafter referred to as the said Contract) with M/s. ________________________ (hereinafter referred to as the 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 {3% of Total Contract Price (including taxes and duties)} _______________________________ Rupees/US $/Euro/PS £/Yen/AUD/SGD only at any instance under this Guarantee. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract. We shall not be entitled to ask you to establish your claim or claims under this guarantee but will pay the same forthwith without any protest or demur. We undertake to effect payment upon receipt of such written demand.

3. We shall not be discharged or released from the undertaking and guarantee by any arrangements, variations made between you and the 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. upto __________.

7. Subject to the terms of this Bank Guarantee, the issuing bank hereby irrevocably authorizes the beneficiary to draw the amount of upto 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. upto ________ (mention the date) which is 3 months after expiry of the warranty period and the BG shall cease to be valid after _______________ irrespective whether the Original Guarantee is returned to us or not.

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

Dated the ____________ day of ___________ (month and year)

Place:

Signed and delivered by __________ (name of the bank)

Through its authorised signatory
(Signature with seal)

Annexure IV to Appendix H
(Refers to Para 5 of Appendix H)

<u>FORMAT FOR EXTENSION OF DELIVERY PERIOD/PERFORMANCE NOTICE</u>

Name of the Procuring Entity..

Extension of Delivery Period/Performance Notice

To
M/s (name and address of firm)

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

Ref: Your letter no. .... dated: ....

Dear Sir,

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

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

3. You are also required to extend the validity period of the performance guarantee for the subject contract from (fill in present validity date) to (fill in required extended date) 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 or on account of any other taxes/duty, including custom duty), leviable in respect of the Stores specified in the said contract which takes place after (insert the original delivery date) shall be admissible on such of the said Stores, as are delivered after the said date; and,

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

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

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

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

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

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

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

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

Annexure V to Appendix H
(Refers to Para 9 of RFP and Para 1.4 of Appendix H)

DELIVERY SCHEDULE AND STAGES OF PAYMENT

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

2. **For Delivery in a Single Lot**

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	Fifteen (15) % of the Base Contract Price	APBG of equivalent amount to be submitted	T_0 is the date of signing of contract Payment of advance within thirty (30) days of submission of claim. Refer Para 1.4.1 of **Appendix H**.
(b)	**On Dispatch of Main Equipment alongwith associated accessories**				
(i)	On Dispatch of main equipment/ system (**Min Lot - 15**)	T_0 to T_0 + 12 months	60% of the base contract price of main equipment and re-imbursement of 100 % of taxes and levies of the main equipment despatched on pro-rata basis		

(c)	**On Acceptance**				
(i)	On Delivery of main equipment/ system (Min Batch - 21)	T_0 to T_0 + 12 months	25% of the base contract price of main equipment on pro-rata basis	APBG is to be returned on delivery of all equipment. APBG pertaining to documentation and training can be returned on full delivery/ completion.	
(d)	Delivery of MRLS	The entire quantity to be delivered six months before the expiry of warranty of last lot of delivered main equipment (as per Para 2 (c) above)	85% of the cost of MRLS (including 100% taxes/ levies)		MRLS delivered with each lot should consist of the entire range and depth of spares.
(e)	Delivery of SMT/STE	The entire quantity to be delivered along with the first lot of main equipment (as per Para 2 (c) above)	85% of the cost of SMT/ STE (including 100% taxes/ levies)		
(f)	Delivery of documentation/ training literature	The entire quantity to be delivered along with the first lot of main equipment (as per Para 2 (c) above)	85% of the cost of documentation / training literature (including 100% taxes/ levies)		

(g)	Delivery of training aggregates	The entire quantity to be delivered along with the first lot of main equipment (as per Para 2 (c) above)	85% of the cost of training aggregates (including 100% taxes/ levies)		
(h)	Training	Completion of Training (as per Para 16 of RFP)	85% of the cost of Training (including 100% taxes/ levies) on successful completion of training.		

Appendix J
(Refers to Para 48 and 58 (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 including Demonstration/Evaluation 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, 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:-

Ser	**Items**	**Qty**	**Unit Cost**	**Total Cost** **(iii) x (iv)**	**Indicative Rate of Taxes & Duties used to arrive at Total Cost (as applicable)**		**Total Cost (including all taxes & duties) (v) + (vi) + (vii)**	**Remarks**
					GST/ IGST (%)	**Custom Duty (%)**		
(i)	**(ii)**	**(iii)**	**(iv)**	**(v)**	**(vi)**	**(vii)**	**(viii)**	**(ix)**
A.	Cost of **Upgraded Long Range System comprising of following items: -**	**44**						
A1	Cost of **Day Camera (Colour, Black/White)**	**44**						
A2	**Cost of Thermal Imager**	**44**						
A3	Cost of **Short Wave Infra Red (SWIR) Camera**	**44**						

Ser	Items	Qty	Unit Cost	Total Cost (iii) x (iv)	Indicative Rate of Taxes & Duties used to arrive at Total Cost (as applicable)		Total Cost (including all taxes & duties) (v) + (vi) + (vii)	Remarks
					GST/ IGST (%)	**Custom Duty (%)**		
(i)	**(ii)**	**(iii)**	**(iv)**	**(v)**	**(vi)**	**(vii)**	**(viii)**	**(ix)**
A4	Cost of **Control Display Unit (CDU)**	**44**						
A5	Cost of **Laser Range Finder**	**44**						
A6	Cost of **Tripod**	**44**						
A7	Cost of **Inbuilt Global Position System**	**44**						
A8	Cost of **Motion Control System/Pan and Tilt**	**44**						
A9	Cost of **Generator/ Power source**	**44**						
B.	Cost of **Manufacturer's 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 E**.							
D.	Cost of **Operator's Manual** and **Technical Literature** (in English Language) including Illustrated Spare Parts List as per **Annexure III** to **Appendix E**.							
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 E**.							
F.	Cost of recommended period of **Training** excluding the cost of travel and boarding and lodging. This should be given as per **Annexure IV** to **Appendix E**.							
G.	**Any other** cost (to be specified).							
H.	**Freight and Transit Insurance** Cost (where applicable).							

Ser	**Items**	**Qty**	**Unit Cost**	**Total Cost** **(iii) x (iv)**	**Indicative Rate of Taxes & Duties used to arrive at Total Cost (as applicable)**		**Total Cost (including all taxes & duties)** **(v) + (vi) + (vii)**	**Remarks**
					GST/ IGST (%)	**Custom Duty (%)**		
(i)	**(ii)**	**(iii)**	**(iv)**	**(v)**	**(vi)**	**(vii)**	**(viii)**	**(ix)**
J.	**Total Cost including taxes** (Total of Serial A to H)						#	# This will be used in determining L1 Bidder (duly applying provisions of Para 1 above).
	Total Cost as per serial J (in words)							
K.	**Foreign Exchange component** of the proposal. (for Indian Vendors only)							This will be with reference to Para 1.2 of Appendix H.
L.	**CDEC (if applicable)**, its authority and amount for which required.							

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

Appendix K
(Refers to Para 53 of RFP)

STANDARD CONDITIONS OF RFP

LAW

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

ARBITRATION

(For Indian Private Bidders)

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 falling vacant, then the other party shall be entitled after due notice of at least thirty (30) days to request dispute resolution institutions in India like Indian Council of Arbitration and ICADR to nominate another arbitrator as above.

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

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

FORCE MAJEURE

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

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

3.3 Provided the acts of The Government or any state parties of the 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

4.1 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.

4.2 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

5.1 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 ~~IPBG~~ **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 Bidders are required to sign them and submit separately along with the technical and commercial offers.

5.2 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-Bidders 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

6. 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

7. 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 Bidders and Agents engaged by him.

Annexure I to Appendix K
(Refers to Para 5.1 (j) of Appendix K)

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 refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

Commitments of the Buyer

4. The Buyer commits itself to the following:-

> 4.1 The Buyer undertakes that, no official of the Buyer, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder**,** either for themselves or for

any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

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

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

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

Commitments of Bidders

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

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

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

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

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

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

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

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

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

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

7. **Previous Transgression**

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

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

8. Bid Security: Earnest Money Deposit

8.1 Every bidder, while submitting commercial bid, shall submit Bid Security in the form of Earnest Money Deposit (EMD), in cases where applicable (as provided in Clause 8 herein).

(a) To safeguard against a bidder(s) withdrawing or altering its bid during the bid validity period, Bid Security (also known as EMD) is to be obtained from all bidders except for cases upto Rs. 100 Crores (i.e, all cases upto Rs. 100 crores of AoN will be exempted from payment of EMD) as follows:-

EMD TABLE

Estimated Cost of Procurement Scheme(Crore)		EMD Amount
Above (Not including)	To (Including)	
-	100	Nil
100	150	30 Lakh
150	300	70 Lakh
300	1000	2 Crore
1000	2000	5 Crore
2000	3000	10 Crore
3000	5000	15 Crore
5000	-	25 Crore

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

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

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

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

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

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

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

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

(f) Instances of Forfeiture of EMD.

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

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

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

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

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

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

8.3 The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance-cum-Warranty Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

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

9. **<u>Company Code of Conduct</u>**

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. **<u>Sanctions for Violation</u>**

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **<u>Fall Clause</u>**

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. **<u>Independent Monitors</u>**

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 Bidder 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,
HiranandaniMeadows, Off-Pokhran Road No.2,
Thane (W), Maharashtra-400610
Mob : 9869479987, **Email**- cr_koli@yahoo.com

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

Director (Vigilance)
Room No 340,
B Wing, Sena Bhawan
New Delhi 110011
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.

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

13. **Examination of Books of Accounts**

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

14. **Law and Place of Jurisdiction**

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

15. **Other Legal Actions**

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

16. **Validity**

16.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/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 hereby sign this Integrity Pact at __________ on

BUYER	BIDDER
_______	_______
MINISTRY OF DEFENCE, GOVERNMENT OF INDIA	CHIEF EXECUTIVE OFFICER
Witness	Witness
1. ___________________	1. ___________________
2. ___________________	2. ___________________

Refers to Para 8.1 of
Pre-Contract Integrity Pact

EMD BANK GUARANTEE FORMAT

Whereas …………………………………… (hereinafter called the "Bidder") has submitted their offer dated…………………………………for the supply of ……………………………………… (hereinafter called the "Bid") against the Buyer's Request for proposal No. …………………………………… KNOW ALL MEN by these presents that 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 these presents.

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

The conditions of obligations are:-

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

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

(a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.

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

(3) If the bidder violates Pre-Contract Integrity Pact.

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

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

…………………………….

(Signature of the authorized officer of the Bank)
Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

Appendix L
(Refers to Para 6 of RFP)

CRITERIA FOR VENDOR SELECTION / PRE-QUALIFICATION FOR - RFP ISSUE/ INCLUSION INRFP REQUIREMENTS

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

Sl No	**Parameter**	**For all Cases except Shipbuilding (Ch XII), Make (Ch III &IV) and Strategic Partnerships (Ch VII)**
1	**Financial**	
a	Net Worth	Net worth should be Positive.
b	Insolvency	The entity should not be under insolvency resolution as per IBC at any stage of procurement process from the issuing of RFP to the signing of contract.
2	**Technical**	
a	Nature of Business	Manufacturing entity or System Integrator of defence equipment and not a trading company, except in cases where OEM participates only through its authorised Vendors.
b	Experience in related field	Min 02 Yrs. experience in broad areas like manufacturing/ engineering/ electronics/ explosives etc. as applicable in the instant case. If not, then cumulative experience of at least 03 years in above areas, resulting in gaining of competence for manufacturing the proposed product.
3	**Others**	
a	Industrial License (If applicable)	Posses or be in the process of acquiring a license, if the product under project requires license as per DIPP licensing policy.
b	Registration	Registered for Min 02 Years, 01 years for MSMEs. Min no of years not applicable for JVs constituted specifically for a project

Appendix M
(Refers to Para 55 of RFP)

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

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

Ser No.	Reference	Document Description
1	Para 5 (a) of RFP	Declaration by Bidder : Debarment of Bidders
2	Para 17 of RFP	Declaration by Bidder : Government Regulation
3	Para 19 of RFP	Declaration by Bidder : Patent Rights
4	Para 21 of RFP	Declaration by Bidder : Fall Clause
5	Para 28 of RFP	Technical document covering performance parameters.
6	Appendix B	Compliance Table
7	Appendix C	Warranty Clause
8	Appendix D	CERTIFICATE: Malicious Code
9	Annexure I to Appendix E	Manufacturer’s Recommended List of Spares (MRLS)
10	Annexure II to Appendix E	List of SMT/STEs, Jigs, Fixture and Infrastructure
11	Annexure III to Appendix E	Technical Literature
12	Annexure IV to Appendix E	Training Aggregates
13	Annexure V to Appendix E	ISPL and ISPPL
14	Appendix G	Draft ATP
15	Appendix J	Bid Evaluation and Acceptance Criteria
16	Annexure I to Appendix K	Pre-Contract Integrity Pact& EMD
17		Any other document as per RFP

Appendix N

GLOSSARY

AoN	Acceptance of Necessity
ATP	Acceptance Test Procedure
CNC	Contract Negotiation Committee
DGQA	Director General of Quality Assurance
DAP	Defence Acquisition Procedure
ESP	Engineering Support Package
GoI	Government of India
IC	Indigenous Content
IM	Indigenously Manufactured
IP	Integrity Pact
EMD	Earnest Money Deposit
LRU	Line Replaceable Unit
MoD	Ministry of Defence
MRLS	Manufacturer Recommended List of Spares
NCNC	No Cost No Commitment
OEM	Original Equipment Manufacturer
OTE	Open Tender Enquiry
PCIP	Pre Contract Integrity Pact
QA	Quality Assurance
RFP	Request for Proposal
SPB	Services Procurement Board.
SHQ	Service Headquarters
TEC	Technical Evaluation Committee