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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 1054 LIGHT VEHICLE
GS 4X4 700-900 KG (HARD TOP)

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

This document contains 108 pages including cover page and Appendices.

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File No : 75961/ GS/ CD/ RFP / Lt Veh
GS 4x4 700-900 Kg (Hard Top)

Additional Director General
Acquisition Technical (Army)
Room No 30, D II Wing, Sena Bhawan
New Delhi-110011

29 February 2024

To

**REQUEST FOR TECHNICAL AND COMMERCIAL PROPOSAL FOR PROCUREMENT OF
QUANTITY 1054 LIGHT VEHICLE GS 4X4 700-900 KG (HARD TOP)
CATEGORY: BUY (INDIAN-IDDMM)**

Dear Sir/ Madam,

1. The Ministry of Defence, Government of India, intends to procure Quantity 1,054 (Indian Army – 1000 and Indian Air Force – 54) Light Vehicle GS 4x4 700 - 900 Kg (Hard Top) under 'Buy (Indian-IDDMM)' category with minimum 50% indigenous content and seeks participation in the procurement process from prospective Bidders subject to requirements in succeeding paragraphs.

Synopsis

2. **Broad Description of Equipment/ System.** Light Vehicle GS 4x4 700-900 Kg (Hard Top) is required for use by the services to provide mobility in hills, high altitude, cross country and desert terrain and climatic conditions prevalent in the country. It will be utilized for rapid deployment of small teams in conventional as well as counter insurgency operations.

3. The salient aspects and timelines of the acquisition are tabulated below. In case of any variation in the details furnished below or in any Annexures(s) with that mentioned in the RFP, information furnished in the main body of the RFP at referred Paragraph is to be followed.

Ser No.	Description	Details	Reference Para of the RFP
(a)	Equipment/System required	Light Vehicle GS 4x4 700-900Kg (Hard Top)	Para 1 of covering letter
(b)	Quantity Required	1054 (Indian Army - 1000 & Indian Air Force - 54)	Para 1 of covering letter
(c)	Categorisation of Procurement	Buy (Indian-IDDMM)	Para 1 of covering letter
(d)	Minimum IC Content required	≥ 50%	Para 1 of covering letter

(e)	Place(s) of Delivery	NCVD Udhampur, CVD Delhi Cantonment, OD Allahabad, 41 Vehicle Company Guwahati, Vehicle Depot Panagarh, OD Avadi COD Dehu Road, Hissar, Faridkot, Fazilka, Sriganganagar, Bikaner, Kota, Abohar, Alwar, Jaipur, TVP Bhatinda	Refer Para 1.1.1 of Appendix H
(f)	Warranty Period	24 Months Comprehensive Warranty	
(g)	EMD Amount	70 Lakhs	Para 20 of RFP and Annexure I to Appendix K
(h)	Last date for submission of Pre-bid queries	21 Mar 2024	Para 22 of RFP
(j)	Date and time for Pre-bid meeting	10 Apr 2024	Para 23 of RFP
(k)	Last date and time for Bid Submission	1400hr, 24 May 2024	Para 24 of RFP

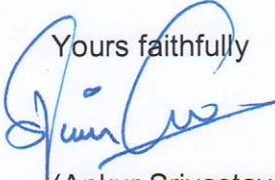
4. **Special features of the RFP.** The procurement case is processed under Buy (Indian-IDDM) category as per Para 8 of chapter I of DAP-2020 with $\geq 50\%$ IC. Field Evaluation Trials of the Equipment to be carried out on 'No Cost No Commitment' basis iaw Para 65 and 66, Chapter II of DAP 2020. Life Cycle Support Contract (LCSC) as a component of product Support to be contracted as per DAP 2020 alongwith main contract, with L1 vendor. LCSC to be effective post warranty. The procurement for this case is carried out by Open Tender Enquiry.

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

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(a)	Part I – General Requirements	7
(b)	Part II - Technical Requirements	13
(c)	Part III – Commercial Requirements	18
(d)	Part IV – Bid Evaluation and Acceptance Criteria	19

6. The Government of India invites responses to this request only from Original Equipment Manufacturers (OEM) or Authorised Vendors 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 and the Indian Air Force**.
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


(Ankur Srivastava)
Lt Col
Joint Director 'Signals'
O/o ADG Acq Tech (Army)

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Disclaimer

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

PART I – GENERAL REQUIREMENTS

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

Non-Disclosure

2. The Bidding documents, including this RFP and all attached documents provided by the MoD, are and shall remain or become the property of the MoD. These are transmitted to the 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 along with copy of government letter under which this ban / debarment / suspension was lifted/ revoked. The Bidder shall also declare that their sub-contractor(s)/ supplier(s)/ technology partner(s) are not Suspended or Debarred by Ministry of Defence. In case the sub-contractor(s)/supplier(s)/ technology partner(s) of the Bidder are Suspended or Debarred by Ministry of Defence, the Bidder shall indicate the same with justification for participation of such sub-contractor(s)/supplier(s)/ technology partner(s) in the procurement case.

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

6. **Pre-Qualification Criteria {for multi-vendor cases in Buy (Indian-IDDM)}**. 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.
7. **Indigenous Content**. For the purposes of this RFP and the acquisition contract (if any) signed by the Ministry of Defence with a successful Bidder, indigenous content shall be as defined under **Para 8 of Chapter I** and **Para 1 of Appendix B to Chapter I** of DAP 2020. In addition, reporting requirements for prime (main) Bidders (and for sub-contractors/ suppliers/ technology partners reporting to higher stages/ tiers) shall be as prescribed under **Para 4 to 7 of Appendix B to Chapter I** of DAP 2020. The right to verification of Bidder/ sub-contractors/suppliers/technology partners shall vest in the Ministry of Defence as prescribed under **Para 10**; and aspects of delivery, certification, payments, withholding of payments and imposition of penalties shall be as prescribed under **Para 11 to 15** thereof. Furthermore, Bidders in 'Buy (Indian-IDDM)' will be required to submit an '**Undertaking to comply with Indigenous design**' as per **Appendix A to Chapter I of DAP 2020** and 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, Gol website (www.mod.nic.in) for reference and free download.
8. **Year of Production**. Deliverables (including major equipment)/ equipment/ systems) supplied under the contract should be of latest manufacture i.e manufactured after the date of Contract with unused components/ assemblies/ sub-assemblies, conforming to the current production standard and should have 100% of the defined life at the time of delivery. Deviations, if any, should be clearly brought out by the Bidder in the Technical Proposal.
9. **Delivery Schedule**. The delivery schedule of equipment and services along with the relevant payment stages is specified at **Para 1.1.1 of Appendix H**.
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 comprehensive warranty for 24 months including consumables, spares, oils, lubricants & greases, coolant and labour charges. The vendor will provide minimum three free servicing (at Authorised Service Centre) including consumables and expendables (free of cost). No spares will be drawn during the warranty period from the MRLS. The commencement of warranty will be from the date of acceptance post JRI. Warranty Clause is given at **Appendix C** to this RFP. **The terms of warranty and OEM/ Seller Contact Details including phone number and email should be mentioned in the User Hand Book (UHB). The date from which warranty is applicable (duly endorsed by representative of both Buyer & Seller) should be mentioned in respective log book and User Hand Book of the main equipment and accessories.**
12. **In Service Life**. The In Service Life of 'Light Vehicle GS 4x4 700-900Kg (Hard Top)' including Engine will be not less than **12 years & 06 months or 1,25,000 kilometers (whichever is earlier) in all terrain conditions**. The Bidder is required to give details of reliability model, reliability prediction and its validation by designer/ manufacturer to ensure reliability of stores throughout Service life. The efficacy of reliability model/ prediction/ validation would be verified during technical and environmental evaluation as indicated in **Para 39** of this RFP.
- 13(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, including engine for a minimum period of **15 years** after the delivery of last lot of equipment.

Even after the said mandatory period, the Bidder would be bound to give at least two years notice to the Government of India prior to closing the production line so as to enable a Lifetime Buy of all spares before closure of the said production line. This, however, shall not restrict the Buyer from directly sourcing sub-equipment/sub-assembly and spares from their respective OEMs/sub-vendors on completion of warranty. In case the sub-equipment/ sub-assembly/ parts require tuning/ calibration/ integration by the Bidder prior replacement, the same is to be undertaken by the Bidder at fair and reasonable cost, as mutually agreed between Buyer and Bidder. **OEM/ Seller to provide oils, lubricants and greases on 'Free of Cost' basis, for the first two years from date of delivery of deliverables.** OEM/ Bidder(s) to ensure maximum possible use of oils, lubricants and greases which are indigenously available. Further, the OEM/ Bidder(s) is mandated to share the detailed specifications of oils, lubricants and greases alongwith their sources of supply and contact details of suppliers alongwith technical bid. **Seller will be liable to carry out failure analysis, defect investigation and provide Root Cause Analysis (RCA) for the defects on 'Free of Cost'** by involving all stakeholders including buyer nominated Quality Assurance Agency in the event of any defect entailing investigation during the complete service life of the equipment.

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 codification is treated as deliverable and linked to payment stage.

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 the next 15 years or during its life cycle must be intimated to the Services Headquarters, Ministry of Defence, Government of India as per the agreed mechanism.

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

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

Ser No	Service	Training Location	Duration (Days per batch)	No of Batches	Total No of Personnel	Remarks
<u>User / Operator Training</u>						
(a)	Indian Army	OEM Premises	07 working days	01	26	Training to be conducted before delivery of 1 st lot of main equipment
(b)	Indian Air Force	-	-	-	-	Nil Requirement
<u>Repair and Maintenance Personnel</u>						
(c)	Indian Army	OEM Premises	- 14 working days for Auto Tech (B Vehicle). - 07 working days for Auto Tech Electrician (B Vehicle)	08 {04 x Batches for Auto Tech (B Vehicle)} and {04 x Batches for Auto Tech Electrician (B Vehicle)}	166 {83 x Auto Tech (B Vehicle) and 83 x Auto Tech Electrician (B Vehicle)}	Training should preferably be conducted minimum 06 months prior to delivery of last lot of the main equipment
(d)	Indian Air Force	-	-	-	-	Nil Requirement
<u>QA personnel</u>						
(e)	Indian Army	OEM Premises	05 Working days	01	04	Training to be conducted before PDI
<u>Logistic Personnel</u> Inventory Management Training						

Ser No	Service	Training Location	Duration (Days per batch)	No of Batches	Total No of Personnel	Remarks
(f)	Indian Army	OEM Premises	05 Working days	01	02	Training should preferably be conducted minimum 06 months prior to completion of warranty period of first lot of main equipment
(g)	Indian Air Force	-	-	-	-	Nil Requirement

(i) 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.

(ii) Training content should commensurate with the proposed Engineering Support Philosophy.

(iii) The trained personnel should be able to bring out utilization of provided MRLS items including procedure of their fitment/ repair.

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

(v) Training of Ordnance personnel to be conducted on inventory identification and warehousing aspects of the equipment.

(vi) Approximately 21 Personnel to be trained in each batch of maintenance personnel.

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 licence and other related clearance issues to the supplier for the contract that could impinge on the continuity of supply of items and their parts or components under the contract.

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

20. **Integrity Pact.** In the subject RFP, the Bidder is required to sign and submit Pre Contract Integrity Pact (PCIP), given at **Annexure I to Appendix K** to this RFP.

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

Bid Timelines

22. Any queries/ clarifications to this RFP may be sent to this office by **21 Mar 2024**. A copy of the same may also be sent to: -

**Directorate General of Supplies & Transport (DGST)/ ST-11
Room No 323, A Wing, IHQ of MoD (Army)
DHQ PO, New Delhi - 110011
011-21410925, Fax No 011-23018963)**

23. **Pre-Bid Meeting.** A pre-bid meeting will be organised by SHQ at **1100hrs** on **10 Apr 2024** 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. **Submission of Bids.** The Technical (04 Copies) and Commercial Proposals along with PCIP and **EMD** should be sealed separately in three separate envelopes clearly indicating Commercial/Technical/(PCIP and **EMD and any other Bank Guarantee**) as applicable, and then put in one envelope and sealed (**all the envelopes should clearly state the letter No of RFP and the name of equipment and Bidder name**) and submitted to the undersigned at the following address by **1400 hours** on **24 May 2024** :-

**Brig CD-1
CD Directorate, GS Branch,
Room No 415, A Wing, Sena Bhawan,
IHQ of MoD (Army)
New Delhi-110011
Tele & Fax: 011-23019003**

25. Offer opening by an Offer opening committee will be held at **1100 hrs** on **27 May 2024** at the same venue as indicated at **Para 24** above. The Bidder or his authorised representative is welcome to be present at the opening of the proposals. Necessary details may be sent atleast 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 characteristics and features that should be met by the equipment are elucidated at **Appendix A** to this RFP and the Compliance Table at **Appendix B** to this RFP. The Bidder would be required to offer the equipment for field evaluation on a “No Cost No Commitment” basis.

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

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 life. The range and depth of spares included in the proposal should be supported by necessary reliability and prediction model or authenticated by past data on the similar equipment in use. These would be evaluated during FET. Any Bidder found to be providing lesser ESP/ MRLS in terms of range and depth will have to make good the deficiency at no extra cost. The revised list of MRLS to this effect is to be submitted prior Staff Evaluation.

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. **Field Evaluation**. The Bidder is requested to confirm his willingness to provide the equipment for trial evaluation in India on “No Cost No Commitment” basis as per Para 65 & 66 of Chapter II of DAP 2020, when so requested. The Buyer, at his own expense, will depute its representatives for the Field Evaluation trials (FETs). If any part of the FETs is conducted in

the Buyer's facilities, the Bidder shall depute his personnel and equipment at his own expenses and bear the cost of all expenses of trials other than the cost of ranges, platform or facilities which the Buyer may choose to provide free of cost. The QA Test will be conducted at any test facility available/ arranged by OEM and testing charges if any, be borne by the bidder(s).

34. **Product Support (ESP & LCSC)**. 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 IV to Appendix E** to this RFP. The details of LCSC proposal, must also be submitted separately by the Bidder with technical aspects being included in the technical offer and commercial aspects being included in the commercial offer. The Repair and Maintenance of equipment is envisaged through **Life Cycle Support Contracts** as specified at **Para 12-13 of Appendix E of this RFP**, the Bidder would have to submit the complete Spare Parts list of equipment (not limited to MRLS) along with complete Repairable Parts list (in softcopy) in the Technical offer. The complete Spare Parts Price Lists, Repairs Price Lists and Man-day Rates of Specialists/Special Tools (as applicable) would have to be submitted in the Commercial offer. Negotiations for Long-Term Rate Contracts (for **8 years**) for Spares, Repairs and Man-day rates of Specialists /Special Tools (as applicable) would be conducted concurrently with the (L1) Bidder.

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

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

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 revised list of MRLS to this effect is to be submitted prior to Staff Evaluation. The Buyer would also have the option to amend the MRLS proposed by the Bidder within **02 (two)** years of the expiry of the warranty period. The Bidders would either 'Buy Back' the spares rendered surplus or exchange them on cost to cost basis with the spares as required by the Buyer. The said spares would be purchased/ replaced by the Bidder, based on the prices negotiated in the contract. The 'Buy Back' clause would not be applicable for additional spares included by the Buyer in MRLS during FET and SE stage, as brought out at **Para 28** of RFP.

37. **Inventory Management System (IMS)**. The following details be provided by the vendor in excel format for IMS: -

Cos Sec	Part No	Manufactur rer Part No	Nomenclature	Source of supply	Country of origin of the material	Net wt (in Kg)	Basic material
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)

Dimension of item (in mm)	Rate	Year of Rate	Applicability	Drawing & Specifications to be provided	Dangerous goods indication Profile	Total shelf life	
(j)	(k)	(l)	(m)	(n)	(o)	(p)	

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) Two 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 life cycle of equipment.

Evaluation of Technical Offers

39. The Technical Offer submitted by the Bidder will be evaluated by a Technical Evaluation Committee (TEC) to confirm that the equipment being offered meets the Essential Parameters as elaborated at **Appendix A**. Thereafter, the Bidder of the short listed equipment would be asked to provide quantity Two (02) complete equipment for trial evaluation as per trial methodology given at **Appendix F** to this RFP, in India at 'No Cost No Commitment' basis as per Para 65 & 66 of Chapter II of DAP 2020.

Field Evaluation Trials

40. For an equipment to be introduced in service, it is mandatory that it successfully clears all stipulated tests/ trials/ evaluations. The trial evaluation process will be carried out as per the **Trial Methodology** given at **Appendix F** to the RFP, comprises of the following phases: -

- (a) **User Trials**. These will involve functional testing by user of the equipment in various specified conditions as per requirement and may be done in more than one phase. Trials will be conducted only pertaining to conditions where the equipment is most likely to be deployed. In other conditions where the probability of deployment is not high, appropriate vendor certifications confirming the functional effectiveness under such conditions can be given and simulations based testing can be resorted to wherever applicable. In case, equipment fielded requires any repairs/modifications during the course of trials, these in situ servicing, repair, maintenance actions or modifications as requested by the vendor will be permitted. Towards this, Vendors shall ensure availability of requisite maintenance teams/ experts onsite during the conduct of trials. Permission for trial equipment to move out of the trial location for a defined period for such repairs or modifications can be permitted on a case to case basis. In single vendor cases permission for the above may be permitted by the OIC Trials itself.
- (b) **Technical Trials**. Technical trials will be conducted by QA agency as per Technical Evaluation Plan (specified at **Para 42** below) to assess conformance to the quality requirements, standards and specifications. Equipment/assemblies/sub-assemblies will be subjected to environmental tests wherever applicable. As far as

possible, physical evaluation will only be carried out of critical parameters and other parameters will be evaluated based on vendor certification duly supported by certification by NABL accredited laboratories/internationally recognised laboratories. Towards this, Bidder will submit the technical documentation and draft ATP as part of technical bid or at least one month before commencement of FET. QA agencies will finalise ATP in respect of all Bidders during Technical trials.

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

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

Quality Assurance Instructions & Technical Evaluation Plan

42. The QAI and Guidelines for Framing ATP is attached as **Appendix G and Annexure I to Appendix G** respectively. Bidder is to submit a Draft Acceptance Test Procedure (ATP) along with the Technical bid or at least one month before commencement of FET, as per the QA instructions and Technical Evaluation Plan. Based on the draft ATP, the ATP will be finalised by the Buyer's QA agency with Bidder during Technical Trials. ATP shall be included in the contract at the time of finalisation with successful bidder. ATP will lay down the tests to be carried out during PDI and JRI. It shall be ensured that there is 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 technical trials by QA agencies, the Bidder will arrange for requisite test facilities at OEM premises/accredited laboratories for establishing conformance. The successful Bidder would also be required to provide those test facilities at OEM premises/accredited laboratories for quality assurance, which are not available with QA agencies. Details of the same will be intimated to the Bidder during finalisation of ATP.

Painting and Packaging

43. **Painting.** The weather proofing in terms of paint colour for quantity 1054 Light Vehicle GS 4X4 700-900 kg (Hard Top) is given below and at **Para 1.1.1 of Appendix H.**

Ser No	Paint/ Colour	No of Vehicles	Remarks
(a)	Olive Green (IS 220), Matt Finish	600	
(b)	Black, Matt Finish	254*	* Including Quantity 54 for Indian Air Force
(c)	White, Matt Finish	200	
Total		1054	

Note. Variation (if any) for 5% of total quantity of vehicle wrt paint colour requirement would be confirmed during contract stage.

44. **Packaging of Deliverables.** The Bidder shall pack or have packed the deliverables (such as MRLS, SMT, STE/ TJs, Literature, User Hand Books, Training Material etc), as applicable: -

- (a) In accordance with DEFSTAN 81-041 (Part 1) or equivalent Military Standard.
- (b) To ensure that each deliverable may be transported in an undamaged and serviceable condition.

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

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

PART III - COMMERCIAL REQUIREMENTS

46. The third part of the RFP consists of the Commercial Clauses and Standard Clauses of contract. The bidders are required to give confirmation of their acceptance of these clauses.

Commercial Bid

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

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

Commercial Bid Opening

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

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

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

Additional Aspects

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

PART IV: BID EVALUATION AND ACCEPTANCE CRITERIA

53. A list of documents/ details to be submitted along with the bids is placed at **Appendix M** and Certificates as per restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017 is placed at **Annexure I to Appendix M** to help in completeness of bid and meeting the procurement process schedule.

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

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

56. **Evaluation and Acceptance Process.**

(a) **Evaluation of Technical Proposals.** The technical proposals forwarded by the Bidders will be evaluated by a Technical Evaluation Committee (TEC). The TEC will examine the compliance of each parameter of RFP which is to be submitted in the Technical proposal and the extent of variation/ differences, if any, in the technical characteristics of the equipment offered by various Bidders with reference to the QRs and prepare a "Compliance Statement" for shortlisting the Bidders. The shortlisted Bidders shall be asked to submit two complete equipment for Field Evaluation as per Trial Methodology attached as **Appendix F**. A Staff Evaluation will be carried out, which will give out the compliance of the demonstrated performance of the equipment vis-à-vis the requirements. The Staff Evaluation will analyse the field 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 TEC; equipment has been shortlisted after Field Evaluation Trials and Staff Evaluation; comparison of bids would be done on the basis of Evaluation criteria given in **Appendix J** to this RFP. The L-1 bidder would be determined by Contract Negotiation Committee (CNC) on the basis of **Appendix J** to this RFP. Only L-1 bidder would be invited for negotiations by CNC.

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

Appendix A

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

OPERATIONAL CHARACTERISTICS AND FEATURES**ESSENTIAL PARAMETERS - 'A'****Operational Parameters****1. Vehicle Dimensions and Weight**

- | | | |
|-----|----------------------|-----------------------------------|
| (a) | Length | : Not less than 4450 mm |
| (b) | Width | : Not less than 1690 mm |
| (c) | Height | : Not less than 1680 mm (Unladen) |
| (d) | Wheel Base | : Not less than 2500 mm |
| (e) | Ground clearance | : Not less than 180 mm |
| (f) | Gross Vehicle Weight | : Not less than 2500 Kg |

2. Design and Seating Arrangement

(a) **Design**. The vehicle will have three rows of seats. Driver and co-driver seats in the first row having two doors, seating for three persons in the second row having two doors and the third row having two foldable inward facing seats and space for stowage of personal equipment. The fifth door will be at the rear. Glass Window will be provided for third row of seats with fixed/ Lockable sliding glass window panes.

(b) Seating Arrangements

(i) Front row seats would be bucket type moulded seats with integrated headrest for driver and co-driver. Seats will be reclining with provision for horizontal adjustment.

(ii) Middle row seat will be front facing with integrated headrest to accommodate three persons. This seat will be foldable i.e. back rest will be capable of being folded to make a flat space available.

(iii) Third row will have two foldable inward facing seats facilitating entry from the door provided at the rear of the vehicle.

(iv) Three-point seat belts with pre tensioners will be provided for all passengers' seats except for middle seat of second row and both seats of third row will be provided 2-point lap belt.

3. Power window panels will be provided on the four side doors. Central locking facility will be provided.

4. Steps will be provided on the sides and rear to facilitate entering and alighting.

5. **IRVM (Inside Rear View Mirror)**. Antiglare with selectable two positions for day as well as night driving.

6. **ORVM (Outside Rear View Mirror)**. Electrically, adjustable and foldable left and right hand mirrors to be provided with control from inside the driver's cabin.

7. **Air Transportability**. The vehicle will be provided with hooks on all four sides to facilitate lashing during air transportation.

8. **Towing Arrangement.** Suitable towing arrangements will be provided in the front and rear of the vehicle.

Technical Parameters

9. **Engine**

(a) **Type of Engine.** Diesel engine meeting BS-IV CMVR Emission Norms.

(b) **Power to Weight Ratio.** Not less than 30 KW/Ton.

(c) **Acceleration.** 0 - 60 kmph not more than 10 seconds.

10. **Service Life of the Vehicle.** Service Life of the vehicle including Engine will not be less than 12 years 6 months or 1,25,000 kms (whichever is earlier) in all terrain conditions.

11. **Operating Altitude.** Engine to be capable of operation without modification upto an altitude of **5000 meters.**

12. **Cold Starting Arrangement.** Cold starting arrangement for ease of starting in cold climate upto minus 15⁰C will be provided.

13. **Operating Temperature Range.** The vehicle will be designed to operate in the temperature range of minus 15⁰C to 45⁰C.

14. **Power Train.** The vehicle will have a Manual transmission with selectable 4x4 /4x2 transmission system. Minimum five forward and one Reverse Gear to be provided. 4x4 option will have selectable high and low gear ratio. Differential lock facility will be provided on rear axle. Engagement of 4x4 provision, high/ low gear and differential lock to be possible from the driver's cabin.

15. **Brakes.**

(a) **Service Brakes.** Disc/ Drum brakes with Anti-lock braking system (ABS) will be provided. Braking efficiency to conform to latest IS applicable.

(b) **Parking Brake.** Hand operated, pneumatic/ spring actuated parking brake system will be provided. The brake will be capable of holding the vehicle at a Gradient of not less than 10⁰ with full payload.

16. **Steering.** Vehicle to have Right Hand Drive, Tilt/ Telescopic Power Steering.

17. **Performance Capabilities in Fully Laden Condition**

(a) Maximum speed on highway : Not less than 120 Kmph

(b) Gradeability : Not less than 25⁰ in fully laden condition

(c) Turning Circle Diameter : Not more than 12.5m

(d) Fordability : Not less than 200 mm without preparation in fully laden condition

(e) Side Slope-Stability : Not less than 15⁰

(f) Pay load : Between 700 to 900 Kg

(g) (i) Fuel Efficiency : Not less than 10 Km per liter under standard conditions (ARAI certificate pertaining to fuel efficiency be provided).

(ii) Fuel Tank Capacity : Minimum 50 Liters

18. **Wheels & Tyres.**

- (a) Alloy wheel rims will be provided on all wheels including spare wheel.
- (b) **Spare Wheel.** One spare wheel to be mounted underneath the chassis
- (c) Commercially available tubeless All Terrain / Sand-cum-Highway, Radial tyres to be provided meeting applicable BIS norms.
- (d) Tyre Pressure Monitoring System to indicate low tyre pressure of each tyre excluding spare wheel should be indicated in the Drivers Instrument Panel.
- (e) **Non-Skid Chain.** Wheel rims/ Tyres should facilitate fixing of Non-Skid Chains (As per vendor solution). Non-skid chains of adequate tensile strength @ two per vehicle will be provided for vehicles deployed in snow bound areas.

19. **Electrical System.**

- (a) **Battery.** The vehicle will be fitted with commercially available 12 Volts /24 Volts maintenance free battery meeting applicable BIS norms.
- (b) **Lighting and Fittings.** The following lights/ fittings will be provided in the vehicle: -
 - (i) **Head Lights.** Clear lens LED Head lamps.
 - (ii) **Fog Lamps.** Embedded twin fog lamps.
 - (iii) **Tail Lamp Assembly.** Combination type Brake, Reverse, Turn Indicator Light assembly at the rear.
 - (iv) **Indicators.** Blinkers for traffic indication on front and rear.
 - (v) **Engine Compartment.** An inspection light in the engine compartment.
 - (vi) **Map Reading Light.** An extendable LED map reading light will be provided near the co-driver seat and for the second row of seat.
 - (vii) **Cabin Light.** Minimum Two LED cabin lights.
 - (viii) **Blackout Light System.** A blackout head lamp, blackout tail and stop lamp / convoy lamp with change over switch from normal to blackout driving will be provided. Head lights, blinkers, tail lights, brake lights and reverse lamps to become inoperative when the blackout lights are put on.
 - (ix) **Mobile Charging Socket.** 12 V power outlet be provided at each of the row of seats.
 - (x) **Horn.** Electrical horn.
 - (xi) **Demister.** A Demister for the front and rear wind screen.
 - (xii) **Wiper Motor.** A variable speed wiper motor with provision of windscreen washing. (Front & Rear)

20. **Instruments and Controls.** Operating controls will be in clear view and easy reach of the driver. Instrument panel will have a Speedometer and Odometer. Audio/ Visual alarm will be provided to indicate the under mentioned aspects: -

- (a) High Coolant Temperature.
- (b) Low Oil Pressure.

- (c) Low Fuel Level.
- (d) Hand Brake applied.
- (e) Door Ajar.
- (f) Seat Belt Open.
- (g) Battery Not Charging.
- (h) Air Pressure Monitoring System.

21. **Additional Fitments.**

(a) **Reverse camera.** Display for Reverse camera and sound sensor alongwith an Infotainment System with following facilities will be provided: -

- (i) Four Speakers.
- (ii) Auxiliary Input.
- (iii) Climate Control.
- (iv) Vehicle Performance data.
- (v) FM/ AM Radio.
- (vi) Bluetooth Connectivity.
- (vii) Display screen of minimum 8 inches.
- (viii) Hands free calling.

(b) **Heating, Ventilation and Air Conditioning (HVAC) System.** HVAC system will be provided in the vehicle cabin with arrangements for both cooling and heating. A temperature of $25^{\circ}\text{C} \pm 5^{\circ}\text{C}$ up to an ambient temperature of 45°C and 15°C drop in temperature for ambient temperature above 45°C will be achievable. Similarly, a temperature of $25^{\circ}\text{C} \pm 5^{\circ}\text{C}$ up to an ambient temperature of 0°C and 15°C rise in temperature for ambient temperature below 0°C will be achievable. HVAC vents will be provided for first two rows of seats.

(c) **Air Bags.** Minimum two air bags to be provided for driver and co-driver.

Maintainability & Ergonomic Parameters

22. **Stowage Facilities.** Glove compartment/ Dash board with locking arrangements.
23. **Accessories.** The under mentioned accessories will be provided: -
- (a) **Tool kit** with essential tools for immediate repairs.
 - (b) **Jack** capable of lifting fully laden vehicle.
 - (c) **Fire Extinguisher.** One portable ISI approved Dry Chemical Powder type fire extinguisher with minimum 2 Kgs capacity will be suitably mounted in the vehicle.
 - (d) **Spare Jerrican.** Bracket for one spare Jerrican of 20 Litres will be provided inside/ outside the body of the vehicle.
24. **Oils and Lubricants.** All oils and lubricants used in the vehicle will be of commercially available IS/ API grades.
25. **Hill Assist Feature.** Hill Assist feature to be provided to prevent vehicle roll back.

ESSENTIAL PARAMETERS - 'B'

NIL

**ENHANCED PERFORMANCE PARAMETERS (EPP)
ALONG WITH PROPOSED CREDIT SCORES**

Nil.

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

COMPLIANCE TABLE FOR PROCUREMENT OF QUANTITY 1054 LIGHT VEHICLE
GS 4X4 700-900 KG (HARD TOP)

<u>Ser No</u>	<u>Appx A Para Reference</u>	<u>Requirement as per RFP</u>	Compliance (Yes/No)	<u>Indicate references of Paras/ Sub Paras of the Main Technical Documents</u>
1.	PART-I : General Condition of RFP (Para 1 to 56 (c))			
2.	PART-II: Technical Parameters as per Appendix 'A'			
3.	<u>Essential Parameters 'A'</u>			
	<u>Operational Parameters</u>			
4.	1.	<u>Vehicle Dimensions and Weight</u> (a) Length : Not less than 4450 mm (b) Width : Not less than 1690 mm (c) Height : Not less than 1680 mm (Unladen) (d) Wheel Base : Not less than 2500 mm (e) Ground clearance : Not less than 180 mm (f) Gross Vehicle Weight : Not less than 2500 Kg		

<u>Ser No</u>	<u>Appx A Para Reference</u>	<u>Requirement as per RFP</u>	<u>Compliance (Yes/No)</u>	<u>Indicate references of Paras/ Sub Paras of the Main Technical Documents</u>
5.	2.	<p><u>Design and Seating Arrangement</u></p> <p>(a) <u>Design</u>. The vehicle will have three rows of seats. Driver and co-driver seats in the first row having two doors, seating for three persons in the second row having two doors and the third row having two foldable inward facing seats and space for stowage of personal equipment. The fifth door will be at the rear. Glass Window will be provided for third row of seats with fixed/ Lockable sliding glass window panes.</p> <p>(b) <u>Seating Arrangements</u></p> <p>(i) Front row seats would be bucket type moulded seats with integrated headrest for driver and co-driver. Seats will be reclining with provision for horizontal adjustment.</p> <p>(ii) Middle row seat will be front facing with integrated headrest to accommodate three persons. This seat will be foldable i.e. back rest will be capable of being folded to make a flat space available.</p> <p>(iii) Third row will have two foldable inward facing seats facilitating entry from the door provided at the rear of the vehicle.</p> <p>(iv) Three-point seat belts with pre tensioners will be provided for all passengers' seats except for middle seat of second row and both seats of third row will be provided 2-point lap belt.</p>		

<u>Ser No</u>	<u>Appx A Para Reference</u>	<u>Requirement as per RFP</u>	<u>Compliance (Yes/No)</u>	<u>Indicate references of Paras/ Sub Paras of the Main Technical</u>
6.	3.	Power window panels will be provided on the four side doors. Central locking facility will be provided.		
7.	4.	Steps will be provided on the sides and rear to facilitate entering and alighting.		
8.	5.	<u>IRVM (Inside Rear View Mirror)</u> . Antiglare with selectable two positions for day as well as night driving.		
9.	6.	<u>ORVM (Outside Rear View Mirror)</u> . Electrically, adjustable and foldable left and right hand mirrors to be provided with control from inside the driver's cabin.		
10.	7.	<u>Air Transportability</u> . The vehicle will be provided with hooks on all four sides to facilitate lashing during air transportation.		
11.	8.	<u>Towing Arrangement</u> . Suitable towing arrangements will be provided in the front and rear of the vehicle.		
<u>Technical Parameters</u>				
12.	9.	<u>Engine</u> (a) <u>Type of Engine</u> . Diesel engine meeting BS-IV CMVR Emission Norms. (b) <u>Power to Weight Ratio</u> . Not less than 30 KW/Ton. (c) <u>Acceleration</u> . 0 - 60 kmph not more than 10 seconds.		
13.	10.	<u>Service Life of the Vehicle</u> . Service Life of the vehicle including Engine will not be less than 12 years 6 months or 1,25,000 kms (whichever is earlier) in all terrain conditions.		

<u>Ser No</u>	<u>Appx A Para Reference</u>	<u>Requirement as per RFP</u>	<u>Compliance (Yes/No)</u>	<u>Indicate references of Paras/ Sub Paras of the Main Technical Documents</u>
14.	11.	<u>Operating Altitude.</u> Engine to be capable of operation without modification upto an altitude of 5000 meters .		
15.	12.	<u>Cold Starting Arrangement.</u> Cold starting arrangement for ease of starting in cold climate upto minus 15 ⁰ C will be provided.		
16.	13.	<u>Operating Temperature Range.</u> The vehicle will be designed to operate in the temperature range of minus 15 ⁰ C to 45 ⁰ C.		
17.	14.	<u>Power Train.</u> The vehicle will have a Manual transmission with selectable 4x4 /4x2 transmission system. Minimum five forward and one Reverse Gear to be provided. 4x4 option will have selectable high and low gear ratio. Differential lock facility will be provided on rear axle. Engagement of 4x4 provision, high/ low gear and differential lock to be possible from the driver's cabin.		
18.	15.	<u>Brakes.</u> (a) <u>Service Brakes.</u> Disc/Drum brakes with Anti-lock braking system (ABS) will be provided. Braking efficiency to conform to latest IS applicable. (b) <u>Parking Brake.</u> Hand operated, pneumatic / spring actuated parking brake system will be provided. The brake will be capable of holding the vehicle at a Gradient of not less than 10 ⁰ with full payload.		
19.	16.	<u>Steering.</u> Vehicle to have Right Hand Drive, Tilt/ Telescopic Power Steering.		

<u>Ser No</u>	<u>Appx A Para Reference</u>	<u>Requirement as per RFP</u>	<u>Compliance (Yes/No)</u>	<u>Indicate references of Paras/ Sub Paras of the Main Technical Documents</u>
20.	17.	<p><u>Performance Capabilities in Fully Laden Condition</u></p> <p>(a) Maximum speed on highway : Not less than 120 Kmph (b) Gradeability : Not less than 25° in fully laden condition (c) Turning Circle Diameter : Not more than 12.5m (d) Fordability : Not less than 200 mm without preparation in fully laden condition (e) Side Slope-Stability : Not less than 15° (f) Pay load : Between 700 to 900 Kg (g) (i) Fuel Efficiency : Not less than 10 Km per litre under standard conditions (ARAI certificate pertaining to fuel efficiency be provided) . (ii) Fuel Tank Capacity : Minimum 50 Litres</p>		
21.	18.	<p><u>Wheels & Tyres.</u></p> <p>(a) Alloy wheel rims will be provided on all wheels including spare wheel. (b) <u>Spare Wheel.</u> One spare wheel to be mounted underneath the chassis (c) Commercially available tubeless All Terrain / Sand-cum-Highway, Radial tyres to be provided meeting applicable BIS norms. (d) Tyre Pressure Monitoring System to indicate low tyre pressure of each tyre should be indicated in the Drivers Instrument Panel. (e) <u>Non-Skid Chain.</u> Wheel rims/ Tyres should facilitate fixing of Non-Skid Chains (As per vendor solution). Non-skid chains of adequate tensile strength @ two per vehicle will be provided for vehicles deployed in snow bound areas.</p>		

<u>Ser No</u>	<u>Appx A Para Reference</u>	<u>Requirement as per RFP</u>	<u>Compliance (Yes/No)</u>	<u>Indicate references of Paras/ Sub Paras of the Main Technical Documents</u>
22.	19.	<p><u>Electrical System.</u></p> <p>(a) <u>Battery.</u> The vehicle will be fitted with commercially available 12 Volts /24 Volts maintenance free battery meeting applicable BIS norms.</p> <p>(b) <u>Lighting and Fitments.</u> The following lights/ fittings will be provided in the vehicle: -</p> <ul style="list-style-type: none"> (i) <u>Head Lights.</u> Clear lens LED Head lamps. (ii) <u>Fog Lamps.</u> Embedded twin fog lamps. (iii) <u>Tail Lamp Assembly.</u> Combination type Brake, Reverse, Turn Indicator Light assembly at the rear. (iv) <u>Indicators.</u> Blinkers for traffic indication on front and rear. (v) <u>Engine Compartment.</u> An inspection light in the engine compartment. (vi) <u>Map Reading Light.</u> An extendable LED map reading light will be provided near the co-driver seat and for the second row of seat. (vii) <u>Cabin Light.</u> Minimum Two LED cabin lights. (viii) <u>Blackout Light System.</u> A blackout head lamp, blackout tail and stop lamp / convoy lamp with change over switch from normal to blackout driving will be provided. Head lights, blinkers, tail lights, brake lights and reverse lamps to become inoperative when the blackout lights are put on. (ix) <u>Mobile Charging Socket.</u> 12 V power outlet be provided at each of the row of seats. 		

<u>Ser No</u>	<u>Appx A Para Reference</u>	<u>Requirement as per RFP</u>	<u>Compliance (Yes/No)</u>	<u>Indicate references of Paras/ Sub Paras of the Main Technical Documents</u>
		(x) Horn. Electrical horn. (xi) Demister. A Demister for the front and rear wind screen. (xii) Wiper Motor. A variable speed wiper motor with provision of windscreen washing. (Front & Rear)		
23.	20.	Instruments and Controls. Operating controls will be in clear view and easy reach of the driver. Instrument panel will have a Speedometer and Odometer. Audio/ Visual alarm will be provided to indicate the under mentioned aspects: - (a) High Coolant Temperature. (b) Low Oil Pressure. (c) Low Fuel Level. (d) Hand Brake applied. (e) Door Ajar. (f) Seat Belt Open. (g) Battery Not Charging. (h) Air Pressure Monitoring System.		
24.	21.	Additional Fitments. (a) Reverse camera. Display for Reverse camera and sound sensor alongwith an Infotainment System with following facilities will be provided.		

<u>Ser No</u>	<u>Appx A Para Reference</u>	<u>Requirement as per RFP</u>	Compliance (Yes/No)	<u>Indicate references of Paras/ Sub Paras of the Main Technical Documents</u>
		<p>(i) Four Speakers. (ii) Auxiliary Input. (iii) Climate Control. (iv) Vehicle Performance data. (v) FM/ AM Radio. (vi) Bluetooth Connectivity. (vii) Display screen of minimum 8 inches. (viii) Hands free calling.</p> <p>(b) Heating, Ventilation and Air Conditioning (HVAC) System. HVAC system will be provided in the vehicle cabin with arrangements for both cooling and heating. A temperature of 25°C ± 5°C up to an ambient temperature of 45°C and 15°C drop in temperature for ambient temperature above 45°C will be achievable. Similarly, a temperature of 25°C ± 5°C up to an ambient temperature of 0°C and 15°C rise in temperature for ambient temperature below 0°C will be achievable. HVAC vents will be provided for first two rows of seats.</p> <p>(c) Air Bags. Minimum two air bags to be provided for driver and co-driver.</p>		
<u>Maintainability & Ergonomic Parameters</u>				
25.	22.	<u>Stowage Facilities.</u> Glove compartment/ Dashboard with locking arrangements.		

<u>Ser No</u>	<u>Appx A Para Reference</u>	<u>Requirement as per RFP</u>	<u>Compliance (Yes/No)</u>	<u>Indicate references of Paras/ Sub Paras of the Main Technical Documents</u>
26.	23.	Accessories. The under mentioned accessories will be provided: - (a) Tool kit with essential tools for immediate repairs. (b) Jack capable of lifting fully laden vehicle. (c) Fire Extinguisher. One portable ISI approved Dry Chemical Powder type fire extinguisher with minimum 2 Kgs capacity will be suitably mounted in the vehicle. (d) Spare Jerrican. Bracket for one spare Jerrican of 20 Litres will be provided outside the body of the vehicle.		
27.	24.	Oils and Lubricants. All oils and lubricants used in the vehicle will be of commercially available IS/API grades.		
28.	25.	Hill Assist Feature. Hill Assist feature to be provided to prevent vehicle roll back.		
29.	<u>ESSENTIAL PARAMETERS - 'B'</u>		-NIL-	
30.	<u>ENHANCED PERFORMANCE PARAMETERS (EPP) ALONG WITH PROPOSED CREDIT SCORES</u>		-NIL-	
31.	<u>PART-III: Commercial Parameters as per RFP</u>			
32.	-	Performance-cum-Warranty Bank Guarantee/ Bond as per Para 2 of Appendix H of RFP.		
33.	-	Advance Payment Bank Guarantee/ Bond as per Para 1.3.3 and 1.4.1 of Appendix H of RFP.		
34.	-	EMD as per Para 20 of RFP (70 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 months' comprehensive warranty from the date of acceptance of stores by JRI, that the goods/stores/services supplied under this contract and each component used in the manufacture thereof should be free from all types of defects/ failures (including latent and patent defects). No spares will be drawn during the warranty period from the MRLS. All schedule servicing during the warranty period will be borne by the seller to include spares, labour, oils, coolant and lubricants & greases etc.
3. If within the period of warranty, the goods/stores are reported by the **BUYER** to have failed to perform as per the specifications, the **SELLER** shall either replace or rectify the same free of charge, maximum within **30 days** of notification of such defect by the **BUYER** provided that the goods are used and maintained by the **BUYER** as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration **of downtime, if not repaired/ replaced within 30 days**. 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 vendor will provide minimum Three (03) Free Servicing (at Authorised Service Centre) including consumables and expendables (Free of cost)**. The **SELLER** also warrants that the special oils and lubricants required for the warranty repair of the equipment shall be provided by the **SELLER** himself. **All activities including diagnosis, rectification, calibration, transportation etc, required for making equipment serviceable and available would be the SELLER's responsibility.** The **SELLER** also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the **BUYER** and the **SELLER**. The **SELLER** shall intimate the assignable cause of the failures.
4. **SELLER** hereby warrants that necessary cost towards service and repair backup including consumables, spares, labour and oils/ lubricants/ greases required for the periodic/ scheduled/ un-scheduled maintenance of the equipment during the warranty period, including routine maintenance beyond Unit Level, shall be borne by the **SELLER**.
- 5(a). If a particular equipment/ goods fails frequently or the cumulative down time exceeds **10%** of the warranty period, then the equipment will be completely replaced free of cost by the **SELLER** within a stipulated period of **60 days** of receipt of the notification from the **BUYER**.
- 5(b). **If a common defect is noticed in more than 5% of the quantity of goods with respect to a particular item/ component/ sub-component, that complete item/ component/ sub-component** shall be replaced free of cost by the **SELLER** within a stipulated period of **60 days** of receipt of the notification from the **BUYER** duly modified/upgraded through design improvement in all equipment supplied/ yet to be supplied and ESP supplied/ yet to be supplied.

6. SELLER shall associate QA of BUYER during warranty repair and shall provide complete details of defect, reasons and remedial actions for averting recurrence of such defects.
7. In case the complete delivery of the Engineering Support Package is delayed beyond the period stipulated in this contract, then the **SELLER** undertakes that the warranty period for the goods/stores shall be extended to that extent.
8. The SELLER warrants that the goods supplied will conform to the Temperature and Humidity conditions as mentioned at Appendix A to RFP.
9. **The terms of warranty and OEM/ Seller Contact Details including phone number and email should be mentioned in the User Hand Book (UHB). The date from which warranty is applicable (duly endorsed by representative of both Buyer & Seller) should be mentioned in respective log book and User Hand Book of the main equipment and accessories.**

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 and 35 of RFP)

REPAIR AND MAINTENANCE PHILOSOPHY

1. **Maintenance Philosophy.** The Maintenance philosophy can be categorised into 'O', level depending upon the technological complexity of the equipment as under:-

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

(i) **Unit Repairs.** Repairs, carried out within the unit holding the equipment using tools supplied by the manufacturer as per scaling. These repairs generally pertain to cleaning, lubrications, minor repairs and replacement of components and minor assemblies including Line Replaceable Units (LRUs) etc, carried out without any sophisticated tools or test equipment. There will be **1000 x Unit Repair Organisations/ Light Repair Workshops**, each taking care of unit level repairs/ maintenance. The manufacturer is required to provide "Table of Tools and Equipment (TOTE)" including operator's manual.

(ii) **Field Repairs.** Repairs carried out at field/flotilla/station level or equivalent service organisation by technicians specially trained for the purpose, requiring special tools and spares provided additionally for the class of the equipment. These repairs comprise replacement of common Line Replaceable Units (LRUs), sub-modules, other components beyond the holding of units and repairs undertaken beyond a unit level. Normally, a field/station workshop covers such repairs of a group of units holding the said class of equipment and their number will be stated based on equipment deployment pattern. There will be 481 x Field Repair Point, each taking care of field level repairs/ maintenance. The manufacturer in addition to the basic unit level SMTs/STEs, is required to provide the following: -

(aa) Scaling of Special Maintenance Tools (SMT), Special Test Equipment (STE) and Special Equipment (SE).

(ab) Additional Special Maintenance Tools and Test Equipment needed for each such field work shop (If applicable).

2. To sustain and support **Light Vehicle GS (4x4) 700-900 Kg (Hard Top)** through its operational life-cycle, Product Support requirements for 02 years post warranty period will be procured along with the main equipment. The equipment would be provided product support through Engineering Support Package (ESP) and Life Cycle Support Contract (LCSC) post completion of warranty period.

Engineering Support Package (ESP)

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

(a) Spares.

- (b) SMTs/STEs.
- (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 for a period of 02 years. Based on the explanation given above, you are requested to provide MRLS to sustain the equipment for a period of **02 years for 1000 x Unit Repair Points and 481 x Field Level Repair Points** as per format given at **Annexure I** to this Appendix. You will be required to provide these with Commercial proposal. Details of the MRLS, along with likely consumption rate of spares is to be provided with the Technical proposal. The MRLS will be supported by Reliability & Maintainability (R&M) report for the proposed spares along with their Mean Time Between Failure (MTBF). MRLS would be provided separately for each such sub system. In order to prevent manipulation of the quantum of MRLS for commercial competitiveness or overload unnecessary MRLS, 'Adequacy' clause and 'Buy Back' clause will be co-opted in the contract as under: -

(i) **'Adequacy' Clause**. The Bidder will confirm to the Buyer the range and depth of Accompanied Accessories/ User Replaceable Parts/Expendable, Spares and SMT/STE/Test Jigs being supplied are complete and adequate for carrying out repairs on the equipment up to the specified level. Any Bidder found to be providing lesser ESP/MRLS in terms of range and depth will have to make good the deficiency at no extra cost (**Para 28 of RFP** refers). The Bidder will also commit that any additional items, spares, tools and equipment needed for use, maintenance and repair will be supplied by the Bidder at prices and within a period as specified in the contract, on receipt of notification from the Buyer for the Life-Cycle Support period. The Bidder will confirm that, if two different prices have been given for the same/similar item, then the lower price quoted will prevail. In case, the quoted accessories have several items viz, Sampling Accessory Kit and add up price of these items is higher than the quoted price of the accessory, then the price would be lowered / adjusted proportionately for the items.

(ii) **'Buy Back' Clause**. The Buyer would have the option to amend the Manufacturer's Recommended List of Spares (MRLS) proposed by the Bidder within a period specified in the contract, 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 Seller, based on the prices negotiated in the contract. The 'Buy Back' clause would not be applicable for additional spares included by the Buyer in MRLS during FET and SE stage, as brought out at **Para 28 of RFP**.

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. Bidder to confirm installation of SMTs/ STEs at the nominated premises of the Buyer. The SMTs/ STEs/ TJs to be provided as a one complete set for each Field Repair Point as per suggested format at **Annexure II** to this Appendix. SMTs, STEs and Test Jigs will be provided by the Seller, as per the list prepared by the Buyer on completion of

MET. The list of equipment required to be supplied will incorporate Adequacy Clause, as elaborated above.

6. **Technical Documentation.** The Bidder will be required to provide the technical literature in IETM (Interactive Electronic Training Manuals) 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 and for COTS equipment as per vendor recommended format. This should be provided with both Technical and Commercial Proposals. The cost column may be left blank in the Technical Proposal. An illustrated list of documents which may be submitted by the Seller is as under: -

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

7. **Details of OEMs.** For major 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: -

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 Light Vehicle GS (4x4) 700-900Kg (Hard Top) along with tools and test jigs and training of QA personnel for Quality Assurance of equipment would be required to be carried out in English and Hindi languages (if

required). This training shall be designed to give the operators and maintainers necessary knowledge and skills to operate & maintain equipment ('O' level), as applicable. The syllabus will be defined by the Bidder in consultation with the Buyer at the time of MET. The maintenance training will be imparted to the satisfaction of the Buyer and Bidder will ensure that the training content and period will be impart working proficiency up to the required level. All training requirements such as training aids, complete equipment with accessories, technical literature, test equipment/ test set up, charts, etc will be catered by the Bidder. **The details of training are given in Para 16 of RFP.** The following may also be noted:

- (a) The requirement of training and associated equipment is specified at **Para 16 of Part I** and details 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.** Bidder will give an undertaking that the proposed Engineering Support Package (ESP) is sufficient to sustain the field level repair maintenance for quantity 1054 Numbers of Light Vehicle GS (4x4) 700-900 Kg (Hard Top) for a period of 02 years after expiry of warranty. Any item falling short in the ESP in terms of range and depth will be replenished by the Bidder at no additional cost and will be included in the ESP during TEC. Bidder will give an undertaking, agreeing to include MRLS, SMTs/ STE, installation material, Technical Literature and Training Aggregates as recommended during TEC within the existing commercial quote. On termination of training, technicians should be capable of carrying out stipulated maintenance/ repair to the full system.

Life Cycle Support Contract (LCSC)

9. A Life Cycle Support Contract (LCSC) would be signed along with the main acquisition contract for all equipment. Life-cycle support for all types of equipment through its service life would be provided by the Bidder through a LCSC, which inter-alia would include supply chain to ensure platform supportability and availability in accordance with specifications, supply of spares, special tools, repair of defective equipment/ modules/ LRUs, services of specialists, creation of maintenance eco-system, obsolescence management, etc.

10. The Bidder will provide life-cycle support through a Life Cycle Support Contract (LCSC) as per the agreed terms. LCSC would bind the Bidder to provide product support through Long Term contract (for 8 years) for supply of spares, repairs and Man-day rates of Specialists /Special Tools (as applicable). The vendor would have to finalise the terms for the life time product support and the LCSC along with the current contract only. LCSC, will also include active obsolescence management, wherein even after the 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 to enable a Life Time Buy of all spares. Under the LCSC, Spares and Repair support would be provided by the Bidder through the following Rate contracts which would be signed with the main contract: -

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

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

Table 2 -Illustrative Format for Submitting Details of Spares

Ser No	Part No	Description	Qty/MoQ (where applicable)	Unit Price List (along with annual escalation)	Delivery Period	If Recommended, as MRLS

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

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

(b) **Repairable Items Price Lists (RIPL)**. RIPL would comprise of all repairable sub systems/ blocks and units. Wherever applicable, source of components required for repairs of units should also be specified. RIPL will also indicate reparability of these in India. The Bidder should submit the RIPL comprising the following:-

- (i) Complete catalogue of repairable spares (at LRU level), along with their Part numbers. Source of components required for repairs of units should also be specified, wherever applicable.
- (ii) Base Price list for repairs clearly indicating repairs that can be undertaken in India and at OEM premises. RIPL will comprise of all repairable sub systems/ blocks and units.
- (iii) Terms and conditions for undertaking repairs be specified.
- (iv) Delivery Period after receipt of order must be mentioned.

- (v) For imported equipment, the impetus is to undertake repairs in India. Repair list in such cases should clearly segregate the list of items that can be repaired in India and those that have to be undertaken to the OEM premises.

Table 3 - Illustrative Format for Submitting Details of Repairable Spares

Ser No	Part No	Description	Repairs to be Undertaken	Unit Qty	Price Lists (along with annual escalation)	Delivery period
			In India	OEM premise		

Note: - The following aspects to be ensured:-

- (i) Repair costs to be all-inclusive (collection/delivery ex-Depot).
- (ii) Warranty post repairs will be as specified in the contract document.
- (c) **Man-Day Rates for Services/Special Tools.** Man-day Rates for Services/Special Tools of Specialists (where applicable) should be specified corresponding to the categorisation of specialists, e.g. Designers, Engineers and Technicians, as applicable. Man-day Rates for hiring Special Tools, where applicable will also be provided.

Active Technology Obsolescence Management (where applicable)

11. 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 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) Two 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 entire life cycle of the equipment.
- (c) Any up gradation/ changes in eqpt because of obsolescence shall be vetted by the concerned Maintainability Advisory Group and approved in the Alteration Committee Meeting”.

12. **Defect Investigation.** Seller will be liable to carry out failure analysis, defect investigation and provide Root Cause Analysis (RCA) for the defects on ‘Free of Cost’ basis by involving all stakeholders including buyer nominated Quality Assurance Agency in the event of any defect entailing investigation during the complete service life of the equipment.

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

MANUFACTURER`S RECOMMENDED LIST OF SPARES (MRLS)

EQUIPMENT: QUANTITY 1054 NUMBERS OF LIGHT VEHICLE GS (4x4) 700-900Kg (HARD TOP)

Original Equipment Manufacturer (OEM) : _____

Ser No	Manu facturer's Part No	Source of supply	Nomenci ature	Nos fitted in one eqpt	ISPL reference	Unit Cost	Scale for Light Vehicle GS (4x4) 700-900 Kg (Hard Top) (Quantity- 1054) for Two years			Total cost	H M L \$	V E D \$	F N S \$	Remarks
							Unit Repair Points (1000)	Field Repair Points (481)	Total Quantity (1481)					
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)		(j)	(k)	(l)	(m)	(n)	(o)

Notes: -

1. Maintenance spares/ stores like lubricants, sealing compound, gases should be given separately giving source of supply.
2. 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.
3. MRLS should be drawn out of the 'Part List' of the equipment, which should be separately given as part of Technical Manual Part IV.
 4. If the main equipment consists of other equipment then MRLS should be prepared for them under proper heads.
 5. MRLS be prepared as per the maintenance concept included in this RFP.
 6. Items provided along with the equipment as spares should also be included in MRLS.
 7. Modules/ Shop Replaceable Unit (SRU)/ assemblies should be listed and their components should be included under them so as to relate each item of spare to their module/ SRU/ assembly.
 8. Complete MRLS should be costed separately for Field repairs as it is required to be included as part of 'Total Costed Engineering Support Package' (ESP). OEM may give cost details in confidence to Contract Negotiation Committee (CNC), but other details as above be provided during Maintainability Evaluation Trial (MET).
 9. MRLS for test equipment should also be provided on the similar format.
 10. The following stands for: -
 - HML - High cost/ Medium Cost/ Low cost
 - VED - Vital/ Essential/ Desirable
 - FNS - Fast/ Normal/ Slow moving spares

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

LIST OF SMTs/ STEs, JIGs, FIXTURE AND INFRASTRUCTURE

EQUIPMENT: Quantity 1054 numbers of Light Vehicle GS (4x4) 700-900Kg (Hard Top)

Original Equipment Manufacturer: _____

Ser No	Manufacturer Part No	Designation	Unit Cost	Scale for Light Vehicle GS (4x4) 700-900 Kg (Hard Top) (Quantity-1054)			Brief Purpose	Remarks
				Fd Repairs Points (481)	Training Establishments (03)	Total Qty (484)		
(a)	(b)	(c)	(d)	(e)		(f)	(g)	(h)

Notes

1. Prepare separate sheet for each type of equipment.
2. 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.
3. If test equipment is commercially available ex India, the source of supply be specified.
4. Test equipment for calibrating the STEs should be included in the list above.
5. Test equipment which are required to be provided by the customer should be also be included in the list above.
6. MRLS for SMTs/ STEs/ Test Jigs should be provided as a package along with SMTs/ STE at the time of installation.
7. Infrastructure for STEs for O level, their installation and training infrastructure enhancement to be undertaken by OEM.
8. In case of procurement from multiple vendors, the SMTs/ STEs, Test jig, fixture & infrastructure for LRWs & Field repair points will be proportional with quantity contracted.
9. 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: Quantity 1054 numbers of Light Vehicle GS (4x4) 700-900Kg (Hard Top)

Original Equipment Manufacturer (OEM): _____

Ser No	Technical Literature	Unit Cost	Nos Required				Total Qty	Total Cost	Remarks
			User (Indian Army)	User (Indian Air Force)	EME	ORD			
1.	User Handbook/ Operators Manual		1000	54	05		03		
2.	Design Specifications				05		03		
3.	<u>Technical Manual</u> (a) <u>Part I</u> Tech description, specifications functioning of various systems. (b) <u>Part II</u> Inspection/ Maintenance tasks Repair procedures, materials used, fault diagnosis and use of special Maintenance Tools (SMTs/ Special Test Equipment (STEs)). (c) <u>Part III</u> Procedure for assembly/ disassembly, repair up to component level, safety precautions.				486		03		

-	Technical Literature	Unit Cost	Nos Required					Total Qty	Total Cost	Remarks
			User (Indian Army)	User (Indian Air Force)	EME	ORD	DGQA			
	(d) <u>Part IV</u> (i) Part list with drawing reference (ii) List of SMT/ STEs with Test Bench (if any alongwith photograph and its wage).									
4.	Manufacturer's Recommended List of Spares (MRLS) (Both Soft & Hard copy).				02	04				
5.	Illustrated Spares Part List (ISPL) (Both Soft & Hard copy).				486		03			
6.	Itemised Spares Parts Price List (ISPPPL)				04	04	03			
7.	Repairable Items Price List (RIPL)				04	04				
8.	Man Day Rates for Services/ Special Tools				04	04				
9.	Technical Manual on STE with drawing reference and calibration (If applicable) details.				486		03			
10.	CDs on the above Technical Literature				486		03			
11.	Any other (specify)									

Notes: -

1. In case any additional equipment is used their tech literature will be included.
2. If some technical literature is being provided free of cost, it should be indicated in remark column.

TRAINING AGGREGATES

EQUIPMENT: Quantity 1054 numbers of Light Vehicle GS (4x4) 700-900Kg (Hard Top)

Original Equipment Manufacturer (OEM) : _____

Ser No.	Description of Training Aggregate	Nos Required				Total Qty	Unit Cost	Total Cost	Remarks
		User / ST Dte	EME	DGQA	ORD				
1	Complete Equipment	03#	03#			-		# Six (06) vehicles are included in the total quantity of 1000 of IA.	
2	Sectionised Equipment (Cut model of engine, gear box, Front Axle, Rear Axle, Transfer case, self-starter and alternator	-	03 Sets						
3	Computer based training package with permission to make extra copies based on interactive multimedia to include (a) Full Graphics, Animation test and sound (b) Symptoms- fault correlation (expert system)		03 Sets	01 Set					
4	(a) <u>Training Aids to include</u> . Blow up charts and diagrams material & dimensions minimum 4' x 3' (soft and hard copy of all SRUs)/ Major Assemblies as under: - (i) Engine Accessories (ii) Fuel Injection Pump (iii) Steering Accessories (iv) Axle Accessories Front and Rear (v) Gear Box Accessories		03 Sets	01 Set					

	<ul style="list-style-type: none"> (vi) Starter Motor (vii) Alternator Accessories (viii) Water Pump (ix) Radiator Accessories (x) Fuel Feed Pump (xi) Clutch Accessories (xii) Oil Cooler (xiii) Oil Pump Accessories (xiv) Compressor Accessories (xv) Turbocharger Accessories (xvi) Oil Filter (xvii) Fuel Injector Accessories (xviii) Transfer case and any other major accessories not included above. <p>(b) Charts and diagrams material & dimensions minimum 4' x 3' (soft and hard copy of all SRUs).</p>								
5	Cost of training of Operator, QA and Maintenance Personnel as per Para 16 of RFP	26	166	04	02				
6	Training movie/ Video films on function and repair (Level O) of all systems including engine, transmission, fuel, lubrication, cooling, air charging, electric system, adjustments, usage of SMT/ STEs, periodic maintenance.	-	03	-					
7	Any Other								

Appendix F

(Refers to Para 39, 40 & 56 (a) of RFP)

TRIAL METHODOLOGY: LIGHT VEHICLE 700-900 KG (4X4) (HARD TOP)

1. Field Evaluation Trials (FET) will be conducted on a 'No Cost No Commitment' (NCNC) basis under the aegis of IHQ of MoD (Army). The broad trial plan for evaluation along with evaluating agencies is given at **Annexure** to this methodology.
2. **Pre-Trial Meeting.** Pre-Trial meeting to intimate broad schedule and modalities of trials will be organized at a place, which will be intimated to vendors. The meeting will include representatives of OEMs whose equipment has qualified in the TEC, representatives of all stakeholders and agencies involved in conduct of trials.
3. The methodology for evaluation of each parameter of the Appendix A of RFP is highlighted at **Annexure**. However, the decision to carry out physical evaluation for parameters wherein certification is sought, or to seek certification for parameters wherein physical evaluation has been laid down, rests with CD Directorate, depending on conditions existing during the Field Evaluation Trials. Such decisions will be communicated during the Pre-Trial Meeting.
4. **Deposition of Trial Equipment.** All OEMs are to be prepared to deposit the equipment for trials immediately on intimation of successful clearance of TEC. The final date for fielding the equipment for trials will be intimated only to TEC compliant OEMs. Quantity **two (02) Light Vehicle 700-900 KG (4x4) (HARD TOP)** with complete accessories will be submitted by the OEMs at the designated trial locations for conduct of the Field Evaluation Trials.
5. **Deposition of Technical Documents.** Each vendor should provide two complete sets of technical literature (User Hand Book, Technical Manuals & Design/Technical Specifications, as applicable) along with one CD containing the soft copy of the same for **Light Vehicle 700-900 KG (4x4) (HARD TOP)**. **The technical literature and all documents should be provided by the vendor at least one month in advance of the NCNC trials.** NABL/ Government Lab Certificate accompanied by test results for equipment, wherever applicable, shall be submitted by the OEM along with the equipment before commencement of trials. Failure to do so shall be construed as non-submission of equipment for trials. The QA representative will carry out a check of all applicable certification including CoC, prior to commencement of physical trials. The OEM certification will be accompanied by internal QC report of the OEM.
6. These trials will be conducted strictly in accordance with the provisions laid out in DAP-2020 and the trial equipment will be tested against parameters mentioned at **Annexure**. Any change in methodology of evaluation will be at the discretion of the CD Directorate and will be communicated to the OEM during Pre-Trial Meeting. In situ repairs/modifications of the trial equipment may be allowed with due permission. However, the trial eqpt will not be allowed to be changed after the trial equipment has been taken over by the trial team. The trial equipment may be allowed to move out of the trial location for a defined period for repairs/modifications after due permission from CD-13/14 on a case to case basis.

7. **Maintainability Evaluation Trials (MET)**. The key aspects of MET will be as under: -

(a) **Assessing Maintainability Parameters**. Assembling/disassembling of the equipment up to Assembly/ Sub Assembly/ component level to assess following maintainability parameters: -

- (i) Accessibility.
- (ii) Standardization and inter-changeability.
- (iii) Marking and identification.
- (iv) Precautions and safety measures to be adopted.

(b) **Reliability**. Validate the reliability data provided by the OEM as Mean Time between Failures (MTBF) and Mean Time Taken to Repair (MTTR).

(c) **Sustainment Plan**

(i) **Technical Documents**. Adequacy of contents of User Handbook (UHB)/Operator's Manual, Technical Manuals (TM), ISPL including those of accessories being provided with the main equipment.

(ii) **MRLS**. The Manufacturer's Recommended List of Spares to sustain the equipment for a period of 02 years beyond warranty period for Light Vehicle GS (Hard Top) will be understood by MET team, only.

(iii) **Training and Training Aggregates**. Assess requirement of training to enable EME personnel to carry out repairs at the nominated repair echelons. Adequacy of training aggregates will also be assessed.

(iv) **SMTs/STEs/TJs**. Details of Special Maintenance Tools (SMTs) and Special Test Equipment (STEs)/ Test Jigs (TJs) Tools and diagnostic software required at Unit/Field Workshop.

(v) **Inspection Standards**. Adequacy of Field Inspection Standards (FIS) to be provided by the OEM.

(vi) **Infrastructure**. Any additional infrastructure required for carrying out repairs at Unit/Field Workshop.

(d) Lubrications/Hydraulic Fluids.

(e) Adequacy of tools, VKL/TOTE/CES items.

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

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

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

11. **Test Facility.** In case facilities to conduct test are not available in any Government Laboratories (including DGQA/DRDO laboratories/other Government establishments), test will be conducted in private laboratories in India.
12. **Test Charges.** The participating OEMs may be required to pay for the tests conducted in the labs.
13. **Additional Tests.** There may be some additional tests that may be required to be carried out at the locations identified by Officer in Charge(OIC) Trial and would be informed during the Pre-Trial Meeting as mentioned at **Para 2** above. In case facilities to conduct tests are not available in any Government laboratories (including DGQA/DRDO laboratories/other Government establishments), tests will be conducted in private laboratories in India.
14. **Qualified Vendor Representatives.** The representatives of vendors present during trials should have adequate knowledge about the equipment to give the complete details of the equipment including stripping and assembling, testing procedures, SMTs/STEs etc. Observations and recommendations will be conveyed to respective vendors and the vendors will sign for the same.
15. **Debriefing to Vendors.** After each stage of trials, debriefing of all vendors to inform them about the performance of all equipment (against the RFP parameters) being trial evaluated will be organised, in accordance with provisions of DAP-2020. Vendor representatives will be briefed about the performance of their equipment against the RFP parameters by the OIC Trial. These points will also be communicated to them in writing by the OIC Trial.
16. **Representations/ Requests.** Vendors will be required to forward observations, if any, on this communication, to OIC Trial and CD Directorate, within one week of receipt of the same. All queries, representations and requests related to the trial will be addressed in writing to the OIC Trial and will be replied to by the OIC Trial in writing. Both parties will endorse a copy of the correspondence to CD Directorate. Representations would be dealt as per the policy on 'Handling of Complaints' issued vide MoD ID No 1(6)/D(Acq)/13-Vol.III dt 21 Sep 2015.
17. **Security Clearance.** A maximum of eight (08) representatives per OEM will be allowed to witness the trials. Vendors will intimate relevant details of their representatives who will attend the Pre-Trial Meeting at IHQ of MoD (Army), on intimation of compliance in TEC and for trials, minimum 30 days in advance of commencement of the trials for obtaining security clearance. The details of representatives who would attend the trials will be forwarded to OIC Trial. Non-receipt of details may result in delays in security clearance and will lead to non-attendance of the OEM representative during the Pre-Trial Meeting and Trials.
18. **Retention and Returning of Equipment.** The equipment of all the OEMs, whether compliant or otherwise, will be retained under the custody of the Trial unit/evaluating agency, till the commencement of CNC. Equipment of OEMs found non-compliant in General Staff Evaluation would be returned thereafter. On finalization of contract, equipment of other participating vendors may be returned, but equipment of the OEM with whom contract is concluded will be retained till the first lot of delivery, for purposes of comparison.
19. Any parameter which cannot be trial evaluated may be accepted based on certification by Government Accredited laboratory/NABL laboratory/OEM certification/Vendor Certification, as decided by Trial agency. The above trial

methodology is only a broad based guideline. There may be some additional tests that may be required to be carried at the locations identified by OIC Trial and would be informed during the Pre-Trial Meeting. The detailed trial directive/trial plan will be issued during the Pre-Trial Meeting.

BROAD TRIAL PLAN: LIGHT VEHICLE GS 4x4 700-900 KG (HARD TOP)

<u>S/ No</u>	<u>Appendix A Para</u>	<u>Parameters (As per Appendix A)</u>	<u>Broad Trial Plan</u>	<u>Responsibility</u>	<u>Remarks</u>	
<u>ESSENTIAL PARAMETERS – ‘A’</u>						
<u>Operational Parameters</u>						
1.	1.	<u>Vehicle Dimensions and Weight</u>				
		(a) Length : Not less than 4450 mm	Government/ NABL Lab Certification	User	(a) As per JSG 0521-2017 Test No 2	
		(b) Width : Not less than 1690 mm	Government/ NABL Lab Certification	User	(b) IS 9435-2004	
		(c) Height : Not less than 1680 mm (Unladen)	Government/ NABL Lab Certification	User		
		(d) Wheel Base : Not less than 2500 mm	Government/ NABL Lab Certification	User		
		(e) Ground clearance: Not less than 180 mm	Government/ NABL Lab Certification	User		
		(f) Gross Vehicle Weight : Not less than 2500 Kg	Government/ NABL Lab Certification	User	(a) As per JSG 0521-2017 Test No 3 (b) IS 11825-1995	
2.	2.	<u>Design and Seating Arrangement</u>				
		(a) <u>Design.</u> The vehicle will have three rows of seats. Driver and co-driver seats in the first row having two doors, seating for three persons in the second row having two doors and the third row having two foldable inward facing seats and space for stowage of personal equipment. The fifth door will be at the rear. Glass Window will be provided for third row of seats with fixed/Lockable sliding glass window panes.	Physical Check	User		

<u>S/No</u>	<u>Appendix A Para</u>	<u>Parameters (As per Appendix A)</u>	<u>Broad Trial Plan</u>	<u>Responsibility</u>	<u>Remarks</u>
		(b) <u>Seating Arrangements</u>			
		(i) Front row seats would be bucket type moulded seats with integrated headrest for driver and co-driver. Seats will be reclining with provision for horizontal adjustment.	Physical Check	User	
		(ii) Middle row seat will be front facing with integrated headrest to accommodate three persons. This seat will be foldable i.e. back rest will be capable of being folded to make a flat space available.	Physical Check	User	
		(iii) Third row will have two foldable inward facing seats facilitating entry from the door provided at the rear of the vehicle.	Physical Check	User	
		(iv) Three point seat belts with pre tensioners will be provided for all passengers seats except for middle seat of second row and both seats of third row will be provided 2 point lap belt.	Physical Check	User	
3	3	Power window panels will be provided on the four side doors. Central locking facility will be provided.	Physical Check	User	
4	4	Steps will be provided on the sides and rear to facilitate entering and alighting.	Physical Check	User	
5	5	<u>IRVM (Inside Rear View Mirror)</u> . Antiglare with selectable two positions for day as well as night driving.	Physical Check	User	(a) As per JSG 0521-2017 Test No 34
6	6	<u>ORVM (Outside Rear View Mirror)</u> . Electrically, adjustable and foldable left and right hand mirrors to be provided with control from inside the driver's cabin.	Physical Check	User	(b) AIS-001 & 002
7	7	<u>Air Transportability</u> . The vehicle will be provided with hooks on all four sides to facilitate lashing during air transportation.	Physical Check	User	As per JSG 0521-2017 Test No 45

<u>S/ No</u>	<u>Appendix A Para</u>	<u>Parameters (As per Appendix A)</u>	<u>Broad Trial Plan</u>	<u>Responsibility</u>	
8	8	<u>Towing Arrangement.</u> Suitable towing arrangements will be provided in the front and rear of the vehicle.	Physical Check	User	
<u>Technical Parameters</u>					
9	9	<u>Engine</u>			
		(a) <u>Type of Engine.</u> Diesel engine meeting BS-IV CMVR Emission norms.	Government/ NABL accredited Lab Certification	DGQA	Applicable engine assembly to be tested on engine dynamometer as per firm's specification, drawings and performance curves for power, torque output and SFC shall be drawn with emission norms and smoke compliance test with the test reports from Government/ NABL accredited lab.
		(b) <u>Power to Weight Ratio.</u> Not less than 30 KW/Ton.	Government/ NABL accredited Lab Certification	DGQA	As per JSG 0521-2017 Test No 31
		(c) <u>Acceleration.</u> 0-60 kmph not more than 10 second.	Physical Check	User	
10	10	<u>Service Life of the Vehicle.</u> Service Life of the vehicle including Engine will not be less than 12 years 6 months or 1,25,000 kms (whichever is earlier) in all terrain conditions.	OEM Certification	User	

<u>S/ No</u>	<u>Appendix A Para</u>	<u>Parameters (As per Appendix A)</u>	<u>Broad Trial Plan</u>	<u>Responsibility</u>	<u>Remarks</u>
11	11	Operating Altitude. Engine to be capable of operation without modification upto an altitude of 5000 meters .	Physical Check	User	
12	12	Cold Starting Arrangement. Cold starting arrangement for ease of starting in cold climate upto minus 15°C will be provided.	Government/ NABL accredited Lab Certification	DGQA	As per JSG 0521-2017 Test No 39
13	13	Operating Temperature Range. The vehicle will be designed to operate in the temperature range of minus 15°C to 45°C.	Physical Check	User	
14	14	Power Train. The vehicle will have a Manual transmission with selectable 4x4 / 4x2 transmission system. Minimum five forward and one Reverse Gear to be provided. 4x4 option will have selectable high and low gear ratio. Differential lock facility will be provided on rear axle. Engagement of 4x4 provision, high/ low gear and differential lock to be possible from the driver's cabin.	Physical Check	User	
15	15	Brakes.			
		(a) Service Brakes. Disc/ Drum brakes with Anti-lock braking system (ABS) will be provided. Braking efficiency to conform to latest IS applicable.	Government/NABL accredited Lab Certification	DGQA	(a) As per JSG 0521-2017 Test No 08. (b) IS 11852-2001
		(b) Parking Brake. Hand operated, pneumatic / spring actuated parking brake system will be provided. The brake will be capable of holding the vehicle at a Gradient of not less than 10° with full payload.	Government/NABL accredited Lab Certification	DGQA	(a) As per JSG 0521-2017 Test No 08. (b) IS 11852-2001
16	16	Steering. Vehicle to have Right Hand Drive, Tilt/ Telescopic Power Steering.	Government/ NABL accredited Lab Certification	DGQA	(a) IS 11948-2010 for steering effort & Rolling Radius (b) IS 12222:2011 for TCD/ TCCD.

<u>S/ No</u>	<u>Appendix A Para</u>	<u>Parameters (As per Appendix A)</u>	<u>Broad Trial Plan</u>	<u>Responsibility</u>	<u>Remarks</u>	
17	17	<u>Performance Capabilities in Fully Laden Condition</u>				
		(a) Maximum speed on highway :	Not less than 120 Kmph	Government/ NABL accredited Lab Certification	DGQA	IS 11877-2010
		(b) Gradeability :	Not less than 25° in fully laden condition	Government/ NABL accredited Lab Certification	DGQA	IS 13988-2014
		(c) Turning Circle Diameter :	Not more than 12.5m	Government/ NABL accredited Lab Certification	DGQA	IS 12222-2011
		(d) Fordability :	Not less than 200 mm without preparation in fully laden condition	Government/ NABL accredited Lab Certification	DGQA	As per JSG 0521-2017 Test No 22
		(e) Side Slope-Stability :	Not less than 15°	Government/ NABL accredited Lab Certification	DGQA	As per JSG 0521-2017 Test No 25
		(f) Pay load :	Between 700 to 900 Kg	Physical Check	DGQA	
		(g) (i) Fuel Efficiency :	Not less than 10 Km per litre under standard conditions (ARAI certificate pertaining to fuel efficiency be provided)	Government/ NABL accredited Lab Certification	DGQA	(a) As per JSG 0521-2017 Test No 13 (b) IS 11921-1993
		(ii) Fuel Tank Capacity :	Minimum 50 Litres	OEM Certification	User	

<u>S/ No</u>	<u>Appendix A Para</u>	<u>Parameters (As per Appendix A)</u>	<u>Broad Trial Plan</u>	<u>Responsibility</u>	<u>Remarks</u>
18.	18.	<u>Wheels & Tyres</u>			
		(a) Alloy wheel rims will be provided on all wheels including spare wheel	Physical Check	User	
		(b) <u>Spare Wheel</u> . One spare wheel to be mounted underneath the chassis	Physical Check	User	
		(c) Commercially available tubeless All Terrain / Sand-cum-Highway, Radial tyres to be provided meeting applicable BIS norms.	BIS Certification	DGQA	(a) CQA (V) specification No CQAV/INV/VEH/2079/2018.
		(d) Tyre Pressure Monitoring System to indicate low tyre pressure of each tyre, excluding spare wheel should be indicated in the Drivers Instrument Panel..	Physical Check	User	As per JSG 0521-2017 Test No 40
(e) <u>Non-Skid Chain</u> . Wheel rims/ Tyres should facilitate fixing of Non-Skid Chains (As per vendor solution). Non-skid chains of adequate tensile strength @ two per vehicle will be provided for vehicles deployed in snow bound areas.	Physical Check	User			
19.	19.	<u>Electrical System.</u>			
		(a) <u>Battery</u> . The vehicle will be fitted with commercially available 12 Volts /24 Volts maintenance free battery meeting applicable BIS norms.	BIS Certification	User	
		(b) <u>Lighting and Fitments</u> . The following lights/ fittings will be provided in the vehicle :-			
		(i) <u>Head Lights</u> . Clear lens LED Head lamps.	Government/ NABL accredited Lab Certification	User	As per CMVR norms
(ii) <u>Fog Lamps</u> . Embedded twin fog lamps.	Government/ NABL accredited Lab Certification	User			

<u>S/ No</u>	<u>Appendix A Para</u>	<u>Parameters (As per Appendix A)</u>	<u>Broad Trial Plan</u>	<u>Responsibility</u>	<u>Remarks</u>
		(iii) Tail Lamp Assembly. Combination type Brake, Reverse, Turn Indicator Light assembly at the rear.	Government/ NABL accredited Lab Certification	User	As per CMVR norms
		(iv) Indicators. Blinkers for traffic indication on front and rear.	Government/ NABL accredited Lab Certification	User	As per CMVR norms
		(v) Engine Compartment. An inspection light in the engine compartment.	Government/ NABL accredited Lab Certification	User	
		(vi) Map Reading Light. An extendable LED map reading light will be provided near the co-driver seat and for the second row of seat.	Physical Check	User	
		(vii) Cabin Light. Minimum Two LED cabin lights.	Physical Check	User	
		(viii) Blackout Light System. A blackout head lamp, blackout tail and stop lamp / convoy lamp with change over switch from normal to blackout driving will be provided. Head lights, blinkers, tail lights, brake lights and reverse lamps to become inoperative when the blackout lights are put on.	Physical Check	User	
		(ix) Mobile Charging Socket. 12 V power outlet be provided at each of the row of seats.	Physical Check	User	
		(x) Horn. Electrical horn.	Government/ NABL accredited Lab Certification	DGQA	IS 15796-2008

<u>S/ No</u>	<u>Appendix A Para</u>	<u>Parameters (As per Appendix A)</u>	<u>Broad Trial Plan</u>	<u>Responsibility</u>	<u>Remarks</u>
		(xi) Demister. A Demister for the front and rear wind screen.	Government/ NABL accredited Lab Certification	DGQA	(a) As per JSG 0521-2017 Test No 50 (b) AIS 084 : 2008
		(xii) Wiper Motor. A variable speed wiper motor with provision of windscreen washing. (Front & Rear)	Government/ NABL accredited Lab Certification	DGQA	AIS-011: 2001
20.	20	Instruments and Controls. Operating controls will be in clear view and easy reach of the driver. Instrument panel will have a Speedometer and Odometer. Audio/ Visual alarm will be provided to indicate the under mentioned aspects: -	Physical Check	User	(a) Speedometer-IS 11827-2008 (b) Odometer – IS 11850-1998
		(a) High Coolant Temperature.	Physical Check	User	
		(b) Low Oil Pressure.	Physical Check	User	
		(c) Low Fuel Level.	Physical Check	User	
		(d) Hand Brake applied.	Physical Check	User	
		(e) Door Ajar.	Physical Check	User	
		(f) Seat Belt Open.	Physical Check	User	
		(g) Battery Not Charging.	Physical Check	User	
		(h) Air Pressure Monitoring System.	Physical Check	User	

<u>S/ No</u>	<u>Appendix A Para</u>	<u>Parameters (As per Appendix A)</u>	<u>Broad Trial Plan</u>	<u>Responsibility</u>	<u>Remarks</u>
21	21	<u>Additional Fitments.</u>			
		(a) <u>Reverse camera.</u> Display for Reverse camera and sound sensor alongwith an Infotainment System with the following facilities be provided :- <ul style="list-style-type: none"> (i) Four speakers. (ii) Auxiliary Input (iii) Climate Control. (iv) Vehicle Performance Data. (v) FM/AM Radio. (vi) Bluetooth connectivity (vii) Display screen of minimum 8 inches. (viii) Hands Free Calling.. 	Physical Check	User	
		(b) <u>Heating, Ventilation and Air Conditioning (HVAC) System.</u> HVAC system will be provided in the vehicle cabin with arrangements for both cooling and heating. A temperature of 25°C \pm 5°C up to an ambient temperature of 45°C and 15°C drop in temperature for ambient temperature above 45°C will be achievable. Similarly, a temperature of 25°C \pm 5°C up to an ambient temperature of 0°C and 15°C rise in temperature for ambient temperature below 0°C will be achievable. HVAC vents will be provided for first two rows of seats.	Government/ NABL accredited Lab Certification	DGQA	As per CQA E Test Schedule No CQAE/TS/1548(b) or latest.
(c) <u>Air Bags.</u> Minimum two air bags to be provided for driver, co-driver.	Government/ NABL accredited Lab Certification	DGQA			

<u>S/ No</u>	<u>Appendix A Para</u>	<u>Parameters (As per Appendix A)</u>	<u>Broad Trial Plan</u>	<u>Responsibility</u>	<u>Remarks</u>
		<u>Maintainability & Ergonomic Parameters</u>			
22	22	<u>Stowage Facilities.</u> Glove compartment/ Dash board with locking arrangements.	Physical Check	User	
23	23	<u>Accessories.</u> The under mentioned accessories will be provided :-			
		(a) <u>Tool kit</u> with essential tools for immediate repairs	Physical Check	User	
		(b) <u>Jack</u> capable of lifting fully laden vehicle.	Physical Check	User	
		(c) <u>Fire Extinguisher.</u> One portable ISI approved Dry Chemical Powder type fire extinguisher with minimum 2 Kgs capacity will be suitably mounted in the vehicle.	Physical Check	User	
		(d) <u>Spare Jerrican.</u> Bracket for one spare Jerrican of 20 Litres will be provided inside/ outside the body of the vehicle.	Physical Check	User	
24	24	<u>Oils and Lubricants.</u> All oils and lubricants used in the vehicle will be of commercially available IS/ API grades.	OEM Certification	User	
25	25	<u>Hill Assist Feature.</u> Hill Assist feature to be provided to prevent vehicle roll back.	Physical Check	User	

Note :-

- (a) Any parameter of the GSQR which cannot be trial evaluated due to lack of test facilities or equipment or terrain will be accepted based on certification of Accredited Laboratory/Original Equipment Manufacturer/Vendor in that sequence, if required.
- (b) All standards referred to will be the latest standards as applicable at the time of submission of bids by the Vendor.

- (c) Government/NABL accredited Lab Certification wherever mentioned, shall be submitted along with test results.
- (d) All lights assemblies shall be Type approved and valid type approval certificate with results to be submitted for evaluation.
- (e) The user reserves the right to carry out Physical check on parameters for which certification is required or ask for certification at later stage though the method of trial evaluation has been mentioned as Physical Check in the broad trial plan.
- (f) Any additional aspects to be checked or reduction in tests, during Technical & Environmental Evaluation will be intimated during Pre-Trial meeting.
- (g) Sequence, severity and duration of tests as part of environment and durability tests will be intimated during Pre-Trial Meeting.

Appendix G
(Refers to Para 42 of RFP)

QUALITY ASSURANCE INSTRUCTIONS (QAI)

1. **Quality Assurance Requirements.** The equipment/ weapon / store shall be governed by relevant National Standards/ Departmental Specifications/ International standards/ product Specification as applicable to meet the User requirements for the envisaged life cycle of the equipment.

1.1 The Standards/ Departmental specs are mentioned in **JSG 0824: 2022**, Comprehensive QA Guide (CQAG), wherein a **detailed QAI** is included at Appendix A to CQAG, covering the following aspects: -

1.1.1 Format for details of Items / Peripherals of a system / sub system as per SQR /OR mentioned at **Annexure 'XV'** and guidelines for formulation of draft ATP and format for QAP as **Annexure 'I'** and **Annexure-'II'**. The same needs to be submitted by prospective Bidders along with Compliance Table.

1.1.2 The Comprehensive Quality Assurance Guide contains various standards are enumerated below: -

(a) **Annexure-'VIII'** for Indigenous Items.

(b) **Annexure-'XIV'** for ex-import Items.

(c) **Annexure 'XII'** for Software QA Standards.

(d) **Annexure- 'IX'** for Documentation Standards. (**UHB & IPL** shall be provided as per **JSG 0308:2017** and Technical Documents as per **JSG: 0251-01:2015**).

(e) **Annexure-'III'** for Format for CoC.

2. **New Equipment with Latest Technology.** New equipment with latest technology intended to be procured shall contain applicable standards for compliance of Environmental Conditions (both Climatic and Dynamic/Mechanic), EMI/EMC. Safety standards & Mandatory regulations for the type of product, the same shall be submitted as part of Tech offer by BIDDERS.

3. **Sampling Plan.** Sampling as per applicable National/ International standards to be followed.

4. **NBC Protected Equipment.** Nuclear, Biological & Chemical (NBC) equipment shall be compliant to applicable National / International / Specific standards,

5. **General Store Items.** General store items such as textiles & Clothing, Materials (Medicines, Paints etc.), Petroleum products etc. shall comply to relevant BS/ IS/ EN / JSS / Specification and standards issued by AATC & C/ relevant Indian/ International standards. Accordingly, tech evaluation plan to be included. (Applicable if the deliverables contain ibid items)

6. **COTS Electrical and Electronic items** (Ground Equipment) for Military application as per **JSG 0825: 2023**. (Applicable if the deliverables contain COTS items)

7. **Power Systems**

7.1 **Batteries.**

7.1.1 Batteries Secondary Lead Acid for Cranking application shall be complaint to **JSS 6140-29:2022**/ Departmental specs for batteries mentioned at **Annexure 'X'** to **JSG 0824:2022**.

7.1.2 The batteries used in the system should be capable to undergo repeated charging/ discharging cycles / load cycle under operating conditions as specified in the OR/ SQR as per applicable standards (JSS/ IS etc).

7.1.3 Procedures for charging battery separately with a charger under temp controlled environment or provision for charging under field conditions (ambient temp) in case of irremovable battery shall also be specified wherever required.

8. **Test Reports for Environmental Standard shall be submitted during NCNC/ Onsite Evaluation/ Demo.**

8.1 Environmental tests including Pre-Insitu-Post performance tests as per applicable standards may be carried out in NABL Accredited lab/ International accredited lab/ Government authorized lab by BIDDERS/ SELLER

8.2 The Certifications / Test reports shall be credible, reliable and verifiable for the purpose of audit and should have the traceability to equipment under test.

8.3 These test reports including Qualification test reports to be submitted by BIDDERS/ SELLER along with Tech offer, if additional test reports required, the same may be sought (if required) at subsequent stage as decided by EEC/ Procurement Committee as applicable.

8.4 Qualification Test Procedures along with performance tests Pre-Insitu, Post Environmental tests and Draft Acceptance Tests Procedure (ATP) conforming to QR/ OR shall be submitted as part of Compliance Table and also to submit latest test reports before offering to PDI / During PDI for verification and validation by QA agency.

9. In addition to the clauses mentioned above, following clauses would form part of the Contract terms and conditions.

9.1 **Defect Investigation.** Post Contract, the Defect Investigation will be conducted as per **JSG 309:2019** (Second Revision). SELLER shall provide all technical assistance and participation during Joint Defect Investigation to identify root cause and suggest corrective and preventive measures with attribute-ability to inadequacies in design/ manufacturing flaws etc. SELLER shall also undertake repair / rectification/ retro modification post JDI wherever required.

9.2 Inspection Acceptance Certificate / Inspection Note will be issued by Buyer's QA agency after successful completion of PDI as per approved ATP. Details of Buyers QA agency are as under: -

- (i) QA Authority/ AHSP
- (ii) QA Agency

10. Copies of JSS/ JSGs as referred may be obtained from: -

**The Directorate of Standardization
Standardization Document Centre
Room No 635, 6th floor, A Block, KG Marg
New Delhi-110011.
E-mail ID – jdstd.defstand@gov.in
Phone No – 011-23074154**

11. The AHSP for Light Vehicle GS 4x4 700-900Kg (Hard Top) is **CQA (V), Ahmed Nagar.**

Note.

Any addition/ deletion of QA aspects may be carried out by respective QA agencies wherever required. Above is a broad guideline.

Annexure I to Appendix G
(Refers to Para 42 of RFP)

GUIDELINES FOR FRAMING ATP

1. Bidders to submit draft ATP, along 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 & purpose of the document and general information about the equipment.
 - (b) **Brief description of the Equipment/ System.** Brief description of the equipment/ system be highlighted indicating 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 (TS).** TS 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	Military/ 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) **Applicability of Environmental Stress Screening (ESS), Endurance test.** ESS procedure to be followed be mentioned and the procedure for carrying out the Endurance test be included.

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

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

(n) **Operational Checks/ Tests.** 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) **Test & Measurement Record (TMR).** TMR sheet with expected output be mentioned.

(p) **Acceptance Criteria including Sampling Plan, if any.** Acceptance criteria be mentioned under this section.

Note

(i) Weight and dimension should have tolerance.

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

(iii) Sampling plans to be invoked wherever feasible.

(iv) Certain tests require permission from authorities need to be obtained by SELLER.

COMMERCIAL CLAUSES AND PAYMENT TERMS

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 and painting colour as Under: -

Ser No	Ultimate Consignee Loc	Quantity to be Delivered over '12 Months' or Earlier			Paint Colour			Total	Remarks
		Ph-I (T_o - T_o +6) months	Ph-II (T_o+7-T_o+12) months	Total	Black	White	OG		
(a)	NCVD, Udhampur	143	130	273	60	60	153	273	• 273 vehicles with Non-Skid Chains for IA.
(b)	CVD, Delhi Cantonment	134*	170	304	75*	57	172	304	• *Including quantity 15 for IAF with Non-Skid Chains .
(c)	OD, Allahabad	43	31	74	8	10	56	74	• 50 vehicles with Non-Skid Chains for IA.
(d)	41 Vehicle Company, Guwahati	112*	107	219	82*	57	80	219	• * Including quantity 25 for IAF and Non-Skid Chains for quantity 05 vehicles only. • 194 vehicles with Non-Skid Chains for IA.
(e)	Vehicle Depot Panagarh	22	11	33	0	0	33	33	• 33 vehicles with Non-Skid Chains for IA.
(f)	OD, Avadi	07	06	13	0	0	13	13	-

(g)	COD, Dehu Road	33*	30	63	23*	10	30	63	• *Including quantity 14 for IAF.
(h)	Hissar	15	0	15	0	0	15	15	-
(j)	Faridkot	05	0	5	0	0	05	05	-
(k)	Fazilka	04	0	4	0	0	04	04	-
(l)	Sriganganagar	10	0	10	0	0	10	10	-
(m)	Bikaner	07	0	7	0	0	07	07	-
(n)	Kota	06	0	6	0	0	06	06	-
(o)	Abohar	04	0	4	0	0	04	04	-
(p)	Alwar	04	0	4	0	0	04	04	-
(q)	Jaipur	10	0	10	03	03	04	10	-
(r)	TVP, Bhatinda	10	0	10	03	03	04	10	-
Total		569*	485	1054	254*	200	600	1054	<ul style="list-style-type: none"> • 570 (550 for IA and 20 for IAF) vehicles to be supplied with Non-Skid Chains. • *54 vehicles for IAF included in 569.
Note:- T ₀ is date of payment of advance, post signing of contract									

Note. (a) A separate bill to be submitted by the SELLER/ L1 vendor for Indian Army and Indian Air Force vehicles for release of Advance payment, Dispatch and Delivery payment. This will enable the services to complete the payment within 30 days of submission of Claim/ bills.

(b) Non-skid chains @ two per vehicle to be provided.

1.1.2 Ultimate Consignee of complete ESP (including MRLS, SMTs/ STEs, Technical Literature, Training and Training Aggregates) is **COD Delhi Cantonment**.

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 and excluding the Total Price of LCSC (if any).

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 Appendix H.**

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

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

the actual date of advance payment to arrive at the delivery date. In case, no advance is to be paid, the date for reckoning date of delivery would be the date of signing of contract.

1.4.2 On Dispatch. Sixty (60) % of the Base contract price of main equipment and reimbursement of 100% taxes and levies shall be paid on pro rata basis on proof of dispatch of main equipment 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: -

1.4.2.1 Ink-signed copy of Seller's bill.

1.4.2.2 Ink-signed copy of Commercial invoice.

1.4.2.3 The relevant Transport Receipt.

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

1.4.2.5 Packing List.

1.4.2.6 Certificate of Origin.

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

1.4.2.8 Exemption certificate for taxes/duties, if applicable.

1.4.2.9 Warranty certificate from the SELLER.

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

1.4.4 On Final Acceptance. Twenty (20) % of the Base Contract Price of main equipment shall be paid on pro-rata basis within thirty (30) days of submission of the Acceptance Certificate & Certified Receipt Voucher (CRV) issued by the Buyer and other relevant documents as mentioned above for final payment, but such payments will be subject to the deductions of such amounts as the Seller may be liable to pay under the agreed terms of the Contract. The concerned PCDA/ CDA will release the payment through cheque/ EFT.

1.4.5 On IC Certification and NSN Codification. Remaining Five (05) % of the Base Contract Price of main equipment shall be paid on pro-rata basis within thirty (30) days of submission of IC conformance certificate from Seller (iaw Para 11 to 15 of Appendix B to Chapter I of DAP 2020) and NSN Codification Completion certificate/ undertaking by the Seller, but such payments will be subject to the deductions of such amounts as the Seller may be liable to pay under the agreed terms of the Contract. The concerned PCDA/ CDA will release the payment through cheque/ EFT.

1.4.6 **Payment of Deliverables Less Main Equipment.** **85% of the cost 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.

1.4.7 **Part-Dispatch.** 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 40. For consignee locations, where the quantity is **less than 40** then the applicable quantity/ balance quantity as per table at **Para 1.1.1 of this Appendix** could be despatched. Transshipment is not permitted for deliverables and/or under certain situations.

1.4.8. **Payment for Training.** **85% payment (including 100% taxes/ levies)** for training of DGQA, Operators and Maintenance personnel will be done after completion of training as given in **Para 16** of RFP. Vendor will also furnish training completion certificate from buyer/ its representative, prior to payment for training.

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

1.4.10 **Exchange Rate Variation.** Exchange Rate variation shall be applicable for Rupee contracts with Indian Vendors, based on RFPs issued under all categories of capital acquisitions mentioned at Para 8 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.**

2. **Performance-cum-Warranty Bank Guarantee Clause.** A Performance-cum-Warranty Bank Guarantee (PWBG) of **5% (or as applicable during signing of contract) of value of the Total Contract Price including taxes and duties** would be furnished by the Bidder in the form of a Bank Guarantee to sequentially act as Performance Bank guarantee till the delivery and as Warranty Bank Guarantee on delivery. The PWBG shall be submitted by the Bidder within one month of signing of contract and shall be valid for a period, until three months beyond the warranty period, as specified in the RFP. If at any stage, the Performance Guarantee is invoked by the Buyer either in full or in part, the Bidder shall make good the shortfall in PWBG within 30 days by an additional Bank Guarantee for equivalent amount. In the event of failure to submit the required Bank Guarantee against invoked Performance Guarantee, equivalent amount will be withheld from the next stage payment till the shortfall in the Bank Guarantee is made good by the Bidder. The prescribed format of the Performance-cum-Warranty Bank Guarantee is placed at **Annexure III to this Appendix.**

3. **Inspection.** Pre Dispatch Inspection (PDI) would be at the discretion of the Buyer. In addition Joint Receipt Inspection (JRI) will also be carried out. If it is PDI, the Bidder should intimate at least 45 days prior to the day when the equipment is to be offered for PDI to enable Buyer's QA personnel to be available for inspection. All the expenses towards PDI will be borne by the Bidder except transportation and accommodation of Buyer's PDI team, which will be deputed at Buyer's expense. In case of rejection of Goods during PDI, re-PDI will be undertaken at Bidder's premises at Buyer's sole discretion. All expenses including transportation and

accommodation of Buyer's PDI team will be borne by the Bidder. Towards this, the expenses towards transportation and accommodation of Buyer's PDI team will be initially done by the Buyer and subsequently reimbursed by the Bidder either by remittance or by recovery from the Balance Payment/PWBG. In the event of a failed PDI, the Bidder shall consult the Buyer for rescheduling re-PDI. In case of JRI, the representative of the Seller may be present for inspection after the equipment reaches the concerned destination. The Seller would be informed of the date for JRI. The PDI to be completed by Buyers QA personnel, within **30 days** of receipt of intimation from Seller. The JRI should be completed within **15 days** of receipt at respective Depot referred at Para 1.1 above. Any defect/ deficiency endorsed during PDI/ JRI on 'Return for Rectification' (RFR) document by DGQA/ User representative should be rectified by the vendor and produced within 15 days for PDI and within 30 days for JRI. After 30 Days, the PDI/ JRI without any RFR will be deemed as complete, for release of payment to the SELLER. The date of completion of JRI and the date from which warranty is applicable (duly endorsed by representative of both Buyer & Seller) should be mentioned in respective log book/ User Hand Book of the main equipment and its accessories (if any).

4. **Liquidated Damages (LD).** In the event of the Bidder's failure to submit the Documents, supply the stores/ goods, perform services, conduct trials, installation of equipment, training and MET as per schedule specified in this contract, the BUYER may, at his discretion withhold cost of the specific lot/batch or 1% of the Project cost, whichever is higher, until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of **1/100** of the **delay percentage** {Delay percentage = (Period of Delay in Delivery in Weeks) x 100 / (Delivery Period in weeks as per contract)} of the Base Contract Price of the delayed/ undelivered stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than **10%** of the base 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. **Payment Deductions and Damages for Shortfalls in AMC/CMC/PBL/LCSC Services (where applicable).** The clause formulated for payment deductions and damages for shortfall in LCSC services is given below. In case the cumulative downtime exceeds **15 (working days) in a Quarter**, payment will be deducted. The total downtime will be calculated **at the end of the Quarter** and **payments will be deducted**. The total payments to be deducted will be calculated as follows: -

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

(i) Per year LCSC = 'X₁'

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

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

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

period, while the Buyer reserves his right to get any benefit of downward revisions in statutory duties, PVC and foreign exchange rate. Thus, PVC, other variations and foreign exchange clauses operate only during the original delivery period. The format for extension of delivery period/performance notice under the Denial clause is at **Annexure IV to this Appendix**.

Annexure I to Appendix H
(Refers to Para 1.4.10 of Appendix H)

GUIDELINES OF PROTECTION OF EXCHANGE RATE VARIATION IN CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

2. **Methodology For Claiming ERV**

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

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

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

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

Annexure II to Appendix H
(Refers to Para 1.3.3 and 1.4.1 of
Appendix H)

BANK GUARANTEE FORMAT FOR ADVANCE

To

The _____

Ministry of Defence
Government of India

_____ (complete postal address of the beneficiary)

1. "Whereas President of India represented by the **ADG CD (A), IHQ of MoD (Army)**, Ministry of Defence Government of India (hereinafter referred to as BUYER) have entered into a Contract No. _____ (No. of Contract), dated _____ (Date of Contract) with M/s _____ (Name of SELLER) (referred to as SELLER) and whereas according to the said Contract the BUYER has undertaken to make an advance payment of Rs/ US \$/Euro/PS £/Yen/AUD/SGD _____ being payment of _____% of the total value of Rs/ US \$/Euro/PS £/Yen/AUD/SGD _____ of the said Contract, against issuance of an advance guarantee by a bank."

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

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

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

5. We, further agree with the BUYER that the BUYER shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said SELLER from time to time or to postpone for any time or from time to time any of the powers exercisable by the BUYER against the said SELLER and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, Amendment issued vide MoD ID No. 4(50)/D(Acq)/08 dated 20.06.2016

or extension being granted to the said SELLER or for any forbearance, act or omission on the part of the BUYER or indulgence by the BUYER to the said SELLER or by any such matter or thing whatsoever which under law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

9. Notwithstanding anything contained herein above:-

(a) Our liability under this Guarantee shall not exceed 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 Defence
Government of India

_____ (complete postal address of the beneficiary)

Dear Sir,

1. Whereas **President of India** represented by the **ADG CD (A), IHQ of MoD (Army)** Ministry of Defence, Government of India (hereinafter referred to as BUYER) have entered into a Contract No. _____ dated _____ (hereinafter referred to as the said Contract) with M/s. _____ (hereinafter referred to as the SELLER) for supply of goods as per Contract to the said BUYER and whereas the SELLER has undertaken to produce a bank guarantee amounting to Rs/ US \$/Euro/PS £/Yen/AUD/SGD _____ which is 5% **(or as applicable during signing of contract)** of the Total Contract Price (including taxes and duties) to cover 5% **(or as applicable during signing of contract)** of Total Contract Price (including taxes and duties) each for Performance and Warranty in sequence, to secure its obligations towards Performance-cum-Warranty to the BUYERS.

2. We, the _____ bank hereby expressly, irrevocably and unreservedly undertake the guarantee as principal obligors on behalf the SELLER that, in the event that the BUYER declares to us that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the BUYER by reason of breach/failure to perform by the said SELLER of any of the terms and conditions in the Contract related to Performance and Warranty clauses, we will pay you, on demand and without demur, all and any sum up to {5% **(or as applicable during signing of contract)** of Total Contract Price (including taxes and duties)} _____ Rupees/ US \$/Euro/PS £/Yen/AUD/SGD only at any instance under this Guarantee. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract. We shall not be entitled to ask you to establish your claim or claims under this guarantee but will pay the same forthwith without any protest or demur. We undertake to effect payment upon receipt of such written demand.

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

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

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

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

7. Subject to the terms of this Bank Guarantee, the issuing bank hereby irrevocably authorizes the beneficiary to draw the amount of up to Rs/ US \$/Euro/PS £/Yen/AUD/SGD _____ {5% **(or as applicable during signing of contract)** of Total Contract Price (including taxes and duties)} for breach/failure to perform by the SELLER of any of the terms and conditions of the Contract related to performance and warranty clause. Partial drawings and multiple drawings under this Bank Guarantee are allowed within the above stated cumulative amount subject to each such drawing not exceeding 5% **(or as applicable during signing of contract)** of the Total Contract Price (including taxes and duties) (Rs/ US \$/Euro/PS £/Yen/AUD/SGD _____ only) (Mention BG amount).

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

9. Notwithstanding anything contained herein above:

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

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

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

Dated the _____ day of _____ (month and year)

Place :

Signed and delivered by _____ (name of the bank)

Through its authorised signatory
(Signature with seal)

Annexure IV to Appendix H
(Refers to Para 6 of Appendix H)

FORMAT FOR EXTENSION OF DELIVERY PERIOD/ PERFORMANCE NOTICE

Name of the Procuring Entity.....

Extension of Delivery Period/ Performance Notice

To
M/s (name and address of firm)

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

Ref: Your letter no. dated:

Dear Sir,

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

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

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

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

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

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

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

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

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

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

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

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

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

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 payment terms are appended in subsequent Paras.
2. **For Delivery in Lots/ Batches**

SI	Activity	Qty (with Min Lot)	Delivery Timelines (T ₀ + Months)	Scheme for Payment	Scheme for submission and Return of Advance Payment Bank Guarantees	Remarks
(a)	Payment of Advance post Signing of contract	-	T ₀	15% of the Base Contract Price	APBG of equivalent amount to be submitted	<p>T₀ is date of payment of advance, post signing of contract</p> <p>Payment of advance within thirty (30) days of submission of claim.</p> <p>Refer Para 1.4.1 of Appendix H.</p>
(b)	On Dispatch of Main Equipment					
(i)	1 st Lot/ Batch	569 (Min Lot-40)	T ₀ to T ₀ +06 th month	60% of the Base Contract Price of main equipment despatched on pro-rata basis and re-imbursment of 100 % taxes and levies for main equipment dispatched.		
(ii)	2 nd Lot/ Batch	485 (Min Lot-40)	T ₀ +07 th to T ₀ +12 th month			

(c) Final Acceptance						
(i)	1 st Lot/ Batch	569 (Min Lot -40)	T ₀ to T ₀ +06 th month	20% of Base Contract Price of main equipment on pro-rata basis.	APBG is to be returned on pro-rata basis on delivery of each lot/ batch to the Seller.	
(ii)	2 nd Lot/ Batch	485 (Min Lot-40)	T ₀ +07 th to T ₀ +12 th month			
(d)	IC Certificat ion and NSN Codificat ion	1054		05% of Base Contract Price of main equipment on pro-rata basis.	APBG is to be returned on pro-rata basis on delivery of each lot/ batch to the Seller.	
(e)	Delivery of MRLS	-	To be delivered on pro-rata basis with each lot of main equipment being delivered (as per Para 2 (c) above) and the delivery to be not earlier than six months and not later than three months before the expiry of warranty period of the main equipment.	85% of the cost of MRLS (including 100% taxes / levies) of each delivery	APBG pertaining to MRLS is to be returned on pro-rata basis on delivery of each lot/batch to the Seller.	MRLS delivered with each lot should consist of the entire range and depth of spares.
(f)	Delivery of SMT/ST E	-	The entire quantity to be delivered along with the first lot of the equipment (as per Para 2 (c) above)	85% of the cost of SMT/STE (including 100% taxes/ levies)	APBG pertaining to SMT/ STEs is to be returned on delivery of entire quantity to the Seller.	
(g)	Delivery of docume ntation/		The entire quantity to be delivered along with the	85% of the cost of Documentation/ Training	APBG pertaining to documentatio n/ training	

	training literature		first lot of the equipment (as per Para 2 (c) above)	Literature (including 100% taxes/ levies)	literature is to be returned on delivery of entire quantity to the Seller.	
(h)	Delivery of training aggregates		The entire quantity to be delivered along with the first lot of the equipment (as per Para 2 (c) above)	85% of the cost of Training Aggregates (including 100% taxes / levies)	APBG pertaining to training aggregates is to be returned on delivery of entire quantity to the Seller.	
(j)	Training		Completion of Training (as per Para 16 of RFP)	85% of the cost of Training (including 100% taxes / levies)	APBG pertaining to training can be returned to the Seller, on completion of training successfully.	

Appendix J

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

EVALUATION CRITERIA AND PRICE BID FORMAT

1. **Evaluation Criteria.** The guidelines for evaluation of Bids will be as follows: -
 - 1.1. Only those Bids will be evaluated, which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially. The bidder, whose price is arrived as lowest as per Evaluation criteria given in this Appendix, will be declared as L-1 bidder by Buyer.
 - 1.2 **In 'Buy (Indian-IDDMM)' Cases.**
 - 1.2.1 **Where DCF Technique is Not Applicable.** L-1 bidder will be determined on the basis of quoted cost of all items including taxes and duties payable to Central/ State/ Local Governments.
 - 1.3 Custom duty on input materials shall not be loaded by the Indian Bidders in their price bids, if they are exempted under the existing Notifications. In such cases, necessary Custom Duty Exemption Certificate (CDEC) shall be issued by the Buyer. In cases where Custom Duty is not exempted, Basic Custom Duty on input material is to be included in the cost of Basic Equipment, MRLS, SMT, STE , ESP and any other item listed at Column (ii) of Para 2 below.
 - 1.4 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected based on indicative rates of taxes and duties at columns (vi) and (vii) of Para 2 below. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
2. **Price Bid Format.** The Price Bid Format is given below and Bidders are required to fill this correctly with full details. No column of the Bid format has to be left blank. The clubbing of serials/sub serials to indicate a consolidated cost is not acceptable. Columns of 'quantity', 'unit cost', 'total cost (including all taxes and duties)', 'GST/IGST (%) and Custom Duty (%) are to be filled up with '0', 'positive numerical values' or 'Not Applicable' at every row as applicable. If any column is not applicable and intentionally left blank, the reason for the same has to be clearly indicated in the remarks column.

Ser	Items	Qty	Unit Cost	Total Cost (iii) x (iv)	Indicative Rate of Taxes & Duties used to arrive at Total Cost (as applicable)		Total Cost (including all taxes & duties) (v) + (vi) + (vii)	Remarks
					GST/IGST (%)	Custom Duty (%)		
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)
A.	Cost of Light Vehicle GS (4x4) 700-900 Kg (Hard Top) . Full break-up details may be given.	1054						
B.	Cost of Non-Skid Snow Chain	570						
C.	Cost of Manufacturer's Recommended List of Spares as per the format given at Annexure I to Appendix E .							
D.	Cost of Special Maintenance Tools and Special Test Equipment as per format given at Annexure II to Appendix E .							
E.	Cost of Operator's Manual and Technical Literature (in English Language) including Illustrated Spare Parts List as per Annexure III to Appendix E .							
F.	Cost of Training Aids/Aggregates such as simulators, cut out models, films, charts etc as recommended by the supplier as per Annexure IV to Appendix E .							
G.	Cost of recommended period of Training in India excluding the cost of travel and boarding and lodging. This should be given as per Annexure IV to Appendix E .							
H.	Any other cost (to be specified).							
J.	Freight and Transit Insurance Cost (where applicable).							
K.	Total Cost (Total of Serial A to J)						#	# This will be used in determining L1 vendor (duly applying provisions of Para 1 above).

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)
Total Cost as per serial K (in words)								
L.	Foreign Exchange component of the proposal. (for Indian Bidder(s) only)							This will be with reference to Para 1.2. of Appendix H.
M.	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 52 of RFP)

STANDARD CONDITIONS OF RFP

LAW

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

ARBITRATION

(For Indian Private Vendors)

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

2.2 Any dispute, disagreement 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 SELLER and one arbitrator shall be nominated by BUYER.

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

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

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

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

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

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

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

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

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

ARBITRATION

(For Central & State PSEs)

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

ARBITRATION

(For Defence PSUs)

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

FORCE MAJEURE

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

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

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

PENALTY FOR USE OF UNDUE INFLUENCE

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

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

INTEGRITY PACT

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

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

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

AGENTS

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

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

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

Annexure I to Appendix K
(Refers to Para 20 of RFP & 7.1 (j)
of Appendix K)

PRE-CONTRACT INTEGRITY PACT AND FORMAT FOR EMD

General

1. Whereas the **PRESIDENT OF INDIA**, represented by **ADG CD (A), IHQ of MoD (Army)**, Ministry of Defence, Government of India, hereinafter referred to as the Buyer and the first party, proposes to procure **Quantity 1054 Light Vehicle GS (4x4) 700-900 Kg Hard Top, Category: Buy (Indian-IDDM)**,, hereinafter referred to as Defence Stores and M/s _____ represented by, _____ Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Seller and the second party, is willing to offer/has offered the Defence stores.

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

Objectives

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

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

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

Commitments of the Buyer

4. The Buyer commits itself to the following: -

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

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

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

5. In case of any such preceding misconduct on the part of such official(s) is reported by

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

Commitments of Bidders

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

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

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

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

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

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

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

6.7 The Bidder shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by the Buyer as part of the business relationship regarding plans, technical proposals and business details, including

information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

7. **Previous Transgression**

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

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

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

8.1 Every bidder, while submitting commercial bid, shall submit Bid Security in the form of Earnest Money Deposit (EMD), 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 for a value of **Rs 70 Lakhs**.

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

(d) **Format of EMD.** The EMD should be issued in favour of “**The President of India represented by ADG CD (A), IHQ of MoD (Army)**”. 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 I to Appendix J.

(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. Company Code of Conduct

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

implementation of the code of conduct throughout the company.

10. **Sanctions for Violation**

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

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

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

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

12. **Independent Monitors**

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

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

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

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

12.1A 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/Seller, whichever is later.

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

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

BUYER

MINISTRY OF DEFENCE,
GOVERNMENT OF INDIA

Witness

1. _____
2. _____

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1. _____
2. _____

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

EMD BANK GUARANTEE FORMAT

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

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

The conditions of obligations are:-

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

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

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

.....

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

Appendix L
(Refers to Para 6 of RFP)

CRITERIA FOR VENDOR SELECTION / INCLUSION IN RFP REQUIREMENTS

<u>SI No</u>	<u>Parameter</u>	<u>Eligibility Criteria</u>
1	Financial	
a	Credit Rating	Long term credit rating of CCR-BBB or better and SME-04 or better for SMEs as on 31 st March of the previous financial year. (Exempt for recognized Startups/ registered MSMEs).
b	Average Annual Turn Over	Min Avg Annual Turnover for last 03 financial years, ending 31 st March of the previous financial year, should not be less than 70 Crores . (Exempt for recognized Startups/ registered MSMEs).
c	Net Worth	Net worth of entities, ending 31 st march of the previous financial year, should not be less than 10 Crores . (Exempt for recognized Startups/ registered MSMEs).
d	Insolvency	The entity should not be under insolvency resolution as per IBC at any stage of procurement process from the issuing of RFP to the signing of contract.
2	Technical	
a	Nature of Business	Manufacturing entity or System Integrator of defence equipment and not a trading company, except in cases where OEM participates only through its authorised Bidder(s).
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	Registration	Registered for Min 02 Years, 01 years for MSMEs. Min no of years not applicable for JVs constituted specifically for a project.

Note. Certificate in respect of SI No 1(b), 1(c) and 1(d) should be issued by CA/ CS as per provisions of Para 3 (e) (v) of Annexure IV to Appendix A of Chapter II of DAP 2020.

Appendix M
(Refers to Para 53 of RFP)

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

The list of documents which needs to be mandatorily submitted by the Bidders as part of Technical Proposal 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 vendors
2	Para 7 of RFP	- Undertaking to comply with Indigenous Design - IC Proforma (Annexure I to Appendix B of DAP 2020) - Format for Certification of IC (Annexure II to Appendix B of DAP 2020)
3	Para 17 of RFP	Declaration by Bidder: Government Regulation
4	Para 19 of RFP	Declaration by Bidder : Patent Rights
5	Para 21 of RFP	Declaration by Bidder : Fall Clause
6	Para 28 of RFP	Technical document covering performance parameters.
7	Para 34 of RFP	As per Appendix E
8	Appendix B	Compliance Table
9	Appendix C	Warranty Clause
10	Appendix D	Certificate: Malicious Code
11	Annexure I to Appendix E	Manufacturer's Recommended List of Spares (MRLS)
12	Annexure II to Appendix E	List of SMT/STEs, Jigs, Fixture and Infrastructure
13	Annexure III to Appendix E	Technical Literature
14	Annexure IV to Appendix E	Training Aggregates
15	Annexure V to Appendix E	LCSC (Annexure V(a), V(b) and V(c) to Appendix E)
16	Appendix J	Evaluation Criteria and Price Bid Format
17	Annexure I to Appendix K	Pre-Contract Integrity Pact & EMD
18	Appendix L	Criteria for Vendor Selection
19	Annexure I to Appendix M	Certificates for Compliance to Rule 144 (XI) of GFR 2017

Annexure I to Appendix M
(Refers to Para 53 of RFP)

CERTIFICATES FOR COMPLIANCE TO RULE 144(XI) OF GFR, 2017

Model Certificate by Bidder(s)

“I have read the clause (Restriction under Rule 144(xi) of the General Financial Rules (GFRs), 2017 issued vide Ministry of Finance Order (Public Procurement Order No 4 dt 23 Feb 2023) regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that _____(Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that _____(bidder) fulfils all requirements in this regard and is eligible to be considered (where applicable, evidence of valid registration by the Competent Authority shall be attached)”.

Model Certificate by Bidder(s) for Works involving possibility of sub-contracting

“I have read the clause (Restriction under Rule 144(xi) of the General Financial Rules (GFRs), 2017 issued vide Ministry of Finance Order (Public Procurement Order No 4 dt 23 Feb 2023) regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that _____ (Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that _____ (Bidder) fulfils all requirements in this regard and is eligible to be considered (Where applicable, evidence of valid registration by the Competent Authority shall be attached)”.

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
DoS	Department of Standardisation
EMD	Earnest Money Deposit
ESP	Engineering Support Package
FET	Field Evaluation Trials
GoI	Government of India
IC	Indigenous Content
IA	Indian Army
IAF	Indian Air Force
IDDM	Indigenously Designed & Developed Manufactured
IP	Integrity Pact
LCSC	Life Cycle Support Contract
LRU	Line Replaceable Unit
MET	Maintainability Evaluation Trial
MoD	Ministry of Defence
MRLS	Manufacturer Recommended List of Spares
NCNC	No Cost No Commitment
OEM	Original Equipment Manufacturer
PA	Production Agency
PCIP	Pre Contract Integrity Pact
QA	Quality Assurance
QAI	Quality Assurance Instruction
RFP	Request for Proposal
SPB	Services Procurement Board
SHQ	Service Headquarters
SRU	Shop Replaceable Unit
TEC	Technical Evaluation Committee