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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 12,730 NUMBERS BALLISTIC HELMET  
FOR SIKH TROOPS UNDER EMERGENCY PROCUREMENT  
THROUGH FAST TRACK PROCEDURE (FTP)**

**CATEGORY : BUY (INDIAN)**

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

**This document contains 64 pages including Cover Page and Appendices.**

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File No : 71626/BSH/CE-5(A)

Directorate General of Combat Engineers  
 Combat Engineers-5(A)  
 E-in-C's Branch, Kashmir House,  
 Rajaji Marg, New Delhi - 110011

05 Jan 23

To

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**REQUEST FOR TECHNICAL AND COMMERCIAL PROPOSAL FOR PROCUREMENT  
 OF QUANTITY 12,730 NUMBERS BALLISTIC HELMET FOR SIKH TROOPS  
 UNDER EMERGENCY PROCUREMENT THROUGH  
 FAST TRACK PROCEDURE (FTP)**

**CATEGORY : BUY (INDIAN)**

Dear Sir/ Madam,

1. The Ministry of Defence, Government of India, intends to procure quantity **12,730 Numbers (Large - 8,911 Numbers, Extra Large - 3,819 Numbers) Ballistic Helmet for Sikh Troops** under emergency procurement through Fast Track Procedure (FTP) under **Buy (Indian)** category and seeks participation in the procurement process from prospective Bidders **subject to requirements in succeeding paragraphs.**

**Synopsis**

2. **Broad Description of Equipment/ System.** As per **Appendix A.**

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	Ballistic Helmet for Sikh Troops	Para 1 of the Cover Letter of RFP
(b)	Quantity Required	<b>12,730 Numbers (Large - 8,911, Extra Large - 3,819)</b>	
(c)	Categorisation of Procurement	<b>Buy (Indian)</b>	

Ser No	Description	Details	Reference Para of the RFP
(d)	Minimum Indigenous Content (IC) Required	≥ 50 % (Indigenous Design) ≥ 60 % (Otherwise)	Para 7 of Part I of RFP and Para 9 & 21 (b) Chapter I of DAP 2020
(e)	Place of Delivery	<b>COD Kanpur, UP</b>	Para 1.1.1 of <b>Appendix E</b> of RFP
(f)	Warranty Period	Minimum Ninety Six (96) months for Ballistic Helmet Shell and minimum Thirty Six (36) months for all other components other than pads for which the warranty will be minimum Twenty Four (24) months from the date of acceptance post Joint Receipt Inspection (JRI)	<b>Para 11 of Part I and Appendix C</b> of RFP
(g)	Last date for submission of Pre-bid queries	<b>10 Jan 23</b>	Para 21 of Part I of RFP
(j)	Date and time for Pre-bid meeting	<b>12 Jan 23, 1400 hour</b>	Para 22 of Part I of RFP
(k)	Last date and time for Bid Submission	<b>27 Jan 23, 1400 hour</b>	Para 23 of Part I of RFP

4. **Special Features of the RFP.** The RFP is being issued for procurement of Ballistic Helmets for Sikh Troops for Indian Army. The **Bidders are required to keep the equipment fully ready for evaluation within a period of Ten (10) days from the date of submission of bids** for evaluation as per 'Demonstration Methodology' given at **Appendix D** to this RFP at the BUYER designated locations at Gandhinagar, Gujarat on '**No Cost No Commitment (NCNC)**' basis by a Board of Officers (BOO) nominated by the Empowered Committee (EC). **Commercial offers will be opened only of Bidders whose equipment is found Technically and 'Demonstration' compliant by the EC.** The delivery of entire quantity of Ballistic Helmet for Sikh Troops is to be **completed within 12 months of signing of the Contract.**

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

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6. The Government of India invites responses to this request only from Original Equipment Manufacturers (OEM) or Authorised Vendors or Government Sponsored Export Agencies (applicable in the case of countries where domestic laws do not permit direct

export by OEM) subject to the condition that in cases where the same equipment is offered by more than one of the aforementioned parties, preference would be given to the OEM.

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

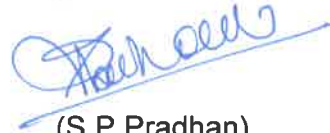
8. This RFP is being issued with no financial commitment; and the Ministry of Defence reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the procurement case at any stage. The Government of India also reserves the right to disqualify any Bidder should it be so necessary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

9. This RFP is non-transferable.

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

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

Yours faithfully,



(S P Pradhan)  
Colonel  
Member Secretary, EC  
for Chairman, EC



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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.

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## **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, and warranty 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, as relevant).

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

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

### 5. **Business Eligibility**

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

the same with justification for participation of such sub-contractor(s)/supplier(s)/technology partner(s) in the procurement case.

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

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

7. **Indigenous Content**. For the purposes of this RFP and the acquisition contract (if any) signed by the Ministry of Defence with a successful Bidder, indigenous content shall be as defined under **Para 9 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 audit 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)', will be required to submit their **Indigenisation Plan** in respect of indigenous content as stipulated in **Para 4 to 7 of Appendix B to Chapter I and Para 39 of Chapter II of DAP 2020**. The DAP 2020 is available at MoD, Gol website ([www.mod.nic.in](http://www.mod.nic.in)) for reference and free download.

8. **Year of Production**. Deliverables i.e 12,730 Numbers (Large - 8,911, Extra Large - 3,819) of Ballistic Helmets for Sikh Troops 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 **Annexure V to Appendix E**.

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

11. **Warranty**. The deliverables supplied shall carry a warranty for minimum Ninety Six (96) months for Ballistic Helmet Shell and minimum Thirty Six (36) months for all other components other than pads for which the warranty will be minimum Twenty Four (24) months. Commencement of warranty will be from the date of acceptance post JRI. Warranty Clause is given at **Appendix C** to this RFP.

12. **In Service Life**. The Service Life is minimum Ninety Six (96) months for Ballistic Helmet Shell and minimum Sixty (60) months for all other components other than pads for which the life will be minimum Twenty Four (24) months. 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 32 of this RFP.

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

14. **Codification.** The Bidder agrees to provide existing NATO Stock Numbers (NSNs) of OEM for each item supplied under the contract as per part list. In case, the NSNs are not available, the Bidder agrees to codify using **basic technical** characteristics as required for codification in consultation with MoD/ Directorate of Standardisation. In case of IPR issues, codification will be undertaken as **Type IV** codification (where only the manufacturer details and part number are to be provided). Codification will be the responsibility of the Bidder and will be completed within 24 months of delivery as part of contractual obligations.

15. **Technical Literature.** The Bidder would provide **one (01) User Handbook/ Operator's Manual for Ten (10) Numbers of Ballistic Helmet for Sikh Troops.**

16. **Government Regulations.** It may be confirmed that there are no Government restrictions or limitations or countries from which sub-components are being procured and/ or for the export of any part of the deliverables being supplied.

17. 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.

18. **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.

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

20. **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 sub-

systems 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**

21. Any queries/ clarifications to this RFP may be sent to this office by **10 Jan 23**. A copy of the same may also be sent to:-

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

22. **Pre-bid Meeting**. A pre-bid meeting will be organised by Service Headquarters at **1400 hour on 12 Jan 23** at **Conference Hall, E-in-C's Branch, Kashmir House, Rajaji Marg, New Delhi - 110011** (venue) 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 48 hours in advance to **Directorate General of Combat Engineers/ CE-5(A) (Address as per Para 21 of RFP)** to facilitate obtaining of security clearance.

23. **Submission of Bids**. The Technical and Commercial Proposals along with PCIP should be sealed separately in three separate envelopes clearly indicating Commercial/ Technical/ PCIP 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 hour on 27 Jan 23** :-

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

24. Offer opening by the EC will be held at **1100 hour** on **30 Jan 23** at the same venue as indicated at Para 23 above. The Bidder or his authorised representative is welcome to be present at the opening of the proposals. Necessary details may be sent at least 48 hours in advance to facilitate obtaining of security clearance.

## PART II - TECHNICAL REQUIREMENTS

25. The second part of the RFP incorporates the aspects of Service Qualitative Requirements 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 Compliance Table at **Appendix B** to this RFP. The Bidder would be required to offer, only one model/ variant of the equipment of quantity **total eight (08) Numbers (four (04) of 'Large' and four (04) of 'Extra Large' size) of Ballistic Helmets for Sikh Troops** i.e two (02) for Ergonomic Evaluation and six (06) for Ballistic Evaluation along with all accessories at the BUYER Designated Locations at Gandhinagar, Gujarat on a '**NCNC**' basis.

26. **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.

27. **Technical Offer**. The Technical Offer must enable detailed understanding of the functioning and characteristics of the equipment as a whole. 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.

28. 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.

29. **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 the RFP is attached as **Appendix B** to this RFP.

30. 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 in a CD), however only one copy of the commercial proposal is required.**

31. **Demonstration**. The Bidder is requested to confirm his willingness to provide only one model/ variant of the equipment of quantity **total eight (08) Numbers (four (04) of 'Large' and four (04) of 'Extra Large' size) of Ballistic Helmets for Sikh Troops** i.e two (02) for Ergonomic Evaluation and six (06) for Ballistic Evaluation, along with all accessories, within a period of **Ten (10) days** from submission of bids at the BUYER

designated locations at Gandhinagar on a 'NCNC' basis to the BOO nominated by the EC under Bidder's arrangements to confirm compliance to the Operational Characteristics and Features (as given in **Appendix A** to this RFP) when so requested as per Demonstration Methodology given at **Appendix D**. The Bidder, at his own expense, will depute its representatives for the demonstration. Demonstration methodology is attached as **Appendix D** to this RFP.

### **Evaluation of Technical Offers**

32. The Technical Offer submitted by the Bidder will be evaluated by the EC to confirm that the equipment being offered meets all the Operational Characteristics and Features as elaborated in this RFP at **Appendix A**. Thereafter, the Bidders would be required to demonstrate the compliance of the equipment as per Demonstration Methodology in **Appendix D** to this RFP, to the BOO nominated by the EC, at the BUYER designated locations at Gandhinagar, Gujarat on 'NCNC' basis.

33. **Commercial offers will be opened only of Bidders whose equipment is found Technically and 'Demonstration' compliant by the EC.**

### **Quality Assurance (QA) Instructions & Technical Evaluation Plan**

34. Bidder is to submit a Draft Acceptance Test Procedure (ATP) along with the Technical bid, 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 in consultation with the User and Bidder during CNC stage. ATP shall be included in the contract at the time of finalisation with successful bidder. ATP will lay down the tests to be carried out during (Pre Despatch Inspection) PDI and Joint Receipt Inspection (JRI). It shall be ensured that there are no repetition of QA tests in PDI and JRI. The JRI would normally be restricted to quantitative checks only. The PDI will be based on Certificate of Conformance (CoC) supported by test certificates from International/ NABL accredited/ Government labs and shall be carried out by BUYER's QA representatives at Bidder's premise in India. However, the Ballistic Evaluation during PDI, shall be conducted by National Forensic Sciences University (NFSU), Gandhinagar, Gujarat as per Sampling Plan of BUYER's QA agency and it will be spelt out in the QA instructions with details included in the finalised ATP. Also, inspection of balance parameters of Operational Characteristics and Features other than CoC and NFSU shall be carried out during PDI at Bidder's premise. QA of equipment will be carried out as per finalised QA plan in the contract. For Ballistic Evaluation tests by QA agencies during PDI, the Bidder will arrange for requisite test facilities at NFSU, Gandhinagar, Gujarat for establishing conformance under own cost and arrangements. The successful Bidder would also be required to provide those test facilities at Bidder premises and NFSU, Gandhinagar, Gujarat for quality assurance, which are not available with QA agencies. Details of the same will be intimated to the Bidder during finalisation of ATP. Broad QA Instructions and Guideline for framing of Draft ATP by the Bidder is attached as **Appendix J**.

### **Marking and Packaging**

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

- (a) In accordance with the requirements specified in the RFP with the indicated codification number or alternative reference number specified.

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

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

(d) The maintenance instructions along with year of manufacture and size be printed/ labelled in English and Hindi on the Ballistic Helmet for Sikh Troops at appropriate place.

36. Where it is not possible to mark a deliverable with the required particulars, these should be included on the package in which the deliverable is packed.

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

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

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

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

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

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

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

(b) The description and quantity of the deliverables.

(c) The full part number in accordance with codification details or as per requirement.

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

(e) The contract number.

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

(g) The Packaging Label (military J, N or P, special H, commercial A, C etc) (specify reference to DEFSTAN 81-041 (Part 1)/ STANAG-4280 or equivalent Military Standard).

### **PART III - COMMERCIAL REQUIREMENTS**

39. 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**

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

41. The Commercial Offer must be firm and fixed and should be valid for **at least Six (06) months from the last date of bid submission**.

#### **Commercial Bid Opening**

42. The Commercial Offers will be opened only of the **Bidders whose** equipment is found Technically and 'Demonstration' compliant by the EC and if Bidder desires he may depute his representative, duly authorised in writing, **to be present** at the time of opening of the offers.

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

44. The EC will determine the **lowest Bidder (L1)**.

#### **Additional Aspects**

45. **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 G** 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**

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

47. 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.

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

49. **Evaluation and Acceptance Process.**

(a) **Evaluation of Technical Proposals.** The technical proposals forwarded by the Bidders will be evaluated by the EC on all parameters of the RFP, including Operational Characteristics and Features as given in **Appendix A** to this RFP. The EC will examine the extent of variations/ differences, if any, in the technical characteristics of the equipment offered by various Bidders with reference to the Operational and Technical Requirements and prepare a '**Compliance Statement**' for shortlisting the Bidders. The compliance would be determined **only** on the basis of the parameters specified in the RFP, by the EC.

(b) **Demonstration.** The Bidder is requested to confirm his willingness to provide only one model/ variant of the equipment of quantity **total eight (08) Numbers (four (04) of 'Large' and four (04) of 'Extra Large' size) of Ballistic Helmets for Sikh Troops** i.e two (02) for Ergonomic Evaluation and six (06) for Ballistic Evaluation, along with all accessories, within a period of **Ten (10) days** from submission of bids at the BUYER designated locations at Gandhinagar, Gujarat on a '**NCNC**' basis to the BOO nominated by the EC under Bidder's arrangements to confirm compliance to the Operational Characteristics and Features (as given in **Appendix A** to this RFP) when so requested as per Demonstration Methodology given at **Appendix D**. The evaluation will analyse the 'Demonstration' results and shortlist the equipment recommended for introduction into service.

(c) **Evaluation of Commercial Bid.** The Commercial bids of only those bidders will be opened, whose equipment is found Technically and 'Demonstration' compliant by the EC as per Para 49 (a) and (b) above respectively. Comparison of bids would be done on the basis of Evaluation Criteria given in **Appendix F** to this RFP. The L-1 bidder would be determined by EC on the basis of **Appendix F** to this RFP. Only L-1 bidder would be invited for negotiations by the EC, if required.

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

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

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

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

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

**Appendix A**

(Refer Para 25, 26, 27, 29 (a),  
30, 31, 32 & 49 (a) & (b) of RFP)

**OPERATIONAL CHARACTERISTICS AND FEATURES**

1. **Ballistic Resistance.** Provide equal protection throughout the covered area of helmet **against 9x19 mm (FMJ/ Pb) bullet fired at 430±15m/s from a distance of 5m.**
2. **Trauma Level (Back Face Signature).** **Not more than 13mm for minimum five randomly fired shots** of 9x19 mm (FMJ/ Pb) bullets fired at 430±15m/s from a distance of 5m.
3. **Operating Temperature.** Be able to operate between **minus 20°C to plus 45°C.**
4. **Design.**
  - (a) As per Advanced Combat Helmet design to suit head size of Sikh Troops.
  - (b) It should be **Centre Bulge design.**
  - (c) It should be Bolt-free design.
  - (d) It should facilitate unhindered use of handset of communication radio, in-service Night Vision Devices, personal spectacles and respirators/ chemical hoods.
5. **Size and Weight.**
  - (a) **Size (Excluding Accessories).** The size (to fit the head sizes given below) and weight of complete helmet (excluding accessories) be as under:-
    - (i) **Large Size.** 59 to 64 cms (Weight not more than 1.6 Kg + 50 gm).
    - (ii) **Extra Large Size.** 62 to 66 cms (Weight not more than 1.75 Kg + 50 gm).
  - (b) **Weight of accessories should not exceed 350 gm.**
6. **Ergonomics.** Be comfortable to wear continuously for **minimum six hours** in varied operating environments. Design should not hinder aiming during use of personal/ crew served weapons. Breathable inner padding to be provided to enable air circulation to mitigate heat retention.
7. **Harness.** The harness should be provided with adjustable straps/ fasteners with multipoint support, comfortable chin cup, internal layer, hook disks and a complete pad set. The harness retention system must ensure **NO WOBBLE** of the Helmet during continued usage by providing 360° grip around the head. Quick release mechanism to ensure ease of wearing, adjusting and removal of helmet even while wearing ECC gloves.



8. **Surface & Interiors.** Shell of Ballistic Helmets must have matt finish. The padded interiors must be easily removable and easy to wash and dry. Material of pads & harness must be anti-bacterial & anti-fungal in nature. Material of pad covers and harness straps be of wicking nature and retard any kind of smell.
9. **Reversible Cloth Cover.** A reversible cloth cover must be provided to cover shell of the helmet. The pattern should be Indian Army Combat Uniform pattern with Desert Tan shade on reverse. The fabric must be flame retardant and water resistant. Patches of hook and loop fasteners be provided on the cover to enable attachment of accessories as desired.
10. **Carry Bag.** A carry bag with a zipper be provided to enclose the helmet during transportation. It should be of same colour shade as helmet shell, **be light** weight and cushioned to ensure damage free handling during transportation. The **fabric of carry bag** must be water proof.
11. **Accessories.** Shroud and tactical side rails **be provided** to facilitate attachment of various accessories as under:-
- (a) **Shroud.** Be fitted on front side of Helmet boltlessly and allow accommodating the interface of Night Vision Devices.
- (b) **Tactical Side Rails.** Be provided on both side of the Helmet to accommodate IR torch & Visor with appropriate mounting. Must conform to MIL STD 1913.
12. **Colour.** The complete Ballistic Helmet should be **olive green in colour (PANTONE Number 18-0420 TPG (Four Leaf Clovers))**. Harness and accessories such as tactical side rail and shroud must be **in same colour** as the shell or in Black colour.
13. **Service Life.** Minimum **eight years for Ballistic Helmet shell**. Minimum five years for all other components other than pads for which the life will be minimum two years.
14. **Size Markings.** The size and manufacturer details to be marked by engraving/ laser etching **on the inner side** of the helmet and should not wear off with rough use.

**Appendix B**  
(Refer Para 7, 25, 29(b) &  
30 of RFP)

**COMPLIANCE TABLE**

For Procurement of quantity **12,730 Ballistic Helmets for Sikh Troops.**

Ser No	Requirement as per the RFP	Compliance/ Partial Compliance	Indicate References of Paras/Sub Paras of the Main Technical Document
<b>1. General Conditions of RFP (Para 1 to 50)</b>			
<b>2. Technical Parameters as per Appendix A</b>			
(a)	Operational Characteristics and Features		
<b>3. Commercial Parameters as per RFP</b>			
(a)	Performance-cum-Warranty Bank (PWBG) Guarantee as per Para 2 of <b>Appendix E</b> of RFP		
(b)	Advance Payment Bank Guarantee (APBG) as per Para 1.4.1 of <b>Appendix E</b> of RFP		

**Appendix C**  
(Refer 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 **minimum Ninety Six (96) months for Ballistic Helmet Shell and minimum Thirty Six (36) months for all other components other than pads for which the warranty will be minimum Twenty Four (24) months from the date of acceptance post Joint Receipt Inspection (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.
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 User Handbook/ Operator's Manual. Warranty of the equipment would be extended by such duration **of downtime**. Record of the downtime would be maintained by User in log book. Accessories/ stores/ spares required for warranty repairs shall be provided free of cost by **SELLER**. **All activities including diagnosis, rectification, transportation etc, required for making equipment serviceable and available would be the SELLER's responsibility.** The **SELLER** also undertakes to 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. If a particular equipment/ goods fails frequently and/ or, the cumulative down time exceeds **2 %** of the warranty period or a common defect is noticed in more than **1 %** of the quantity of goods with respect to a particular item/ component/ subcomponent, that complete item/equipment shall be replaced free of cost by the **SELLER** within a stipulated period of **45 days** of receipt of the notification from the **BUYER** duly modified/ upgraded through design improvement in all equipment supplied/ yet to be supplied.
5. **SELLER shall associate technical personnel of QA of BUYER during warranty repair and shall provide complete details of defect, reasons and remedial actions for averting recurrence of such defects.**
6. The **SELLER** warrants that the goods supplied will conform to the Temperature conditions as mentioned at Appendix A to RFP.

*(Note: Bidder to provide Warranty Card giving out Terms and Conditions of warranty including storage, transportation and usage in the Technical Bid. It will also be provided along with each equipment during delivery post conclusion of the Contract. Warranty Card should contain the terms and conditions of warranty and contact details of the SELLER).*

**Appendix D**

(Refer Para 31, 32 &amp; 49 (b) of RFP)

**DEMONSTRATION METHODOLOGY: BALLISTIC HELMET**

1. The demonstration will be conducted on 'NCNC' basis by a BOO nominated by the EC as per Annexure I.
2. **Number of Trial Equipment and Other Associated Items.** Only one model/variant of the equipment of quantity **total eight (08) Numbers (four (04) of 'Large' and four (04) of 'Extra Large' size) of Ballistic Helmets for Sikh Troops** i.e two (02) for Ergonomic Evaluation and six (06) for Ballistic Evaluation, along with all accessories will be arranged by the Bidder at the BUYER designated locations at **Gandhinagar, Gujarat** on a 'NCNC' basis **based on the schedule finalised in 'Pre-Demonstration' Collegiate.**
3. **Crew.** Personnel for the operation of equipment for demonstration will be **provided by the Bidder.** Prior to the commencement of the demonstration, Bidder's representatives will undertake briefing of the team evaluating demonstration. The Bidder's representatives should have adequate knowledge about the equipment/ spares/ tools.
4. **Timeframe for Demonstration.** The Bidder will confirm his willingness to provide the equipment for 'Demonstration' (to be organised by the Bidder) at the BUYER designated locations at Gandhinagar, Gujarat within **Ten (10) days** of submission of bids on NCNC basis.
5. **Retention of Demonstration Equipment.** The equipment of all the Bidders found complaint after demonstration, will be retained by the Nominated Agency of Service Headquarter under their custody till the commencement of CNC. Equipment of Bidders found non-compliant in the demonstration would be returned thereafter. **Equipment of Bidder with whom contract is concluded will be retained till the last lot of delivery, for purpose of comparison.**
6. **Transportation of Equipment.** Being NCNC demonstration, all charges for transportation freight, insurance, custom, octroi and any other local taxes shall be borne by the Bidder.

**Demonstration**

7. The demonstration will be conducted as per Demonstration Plan mentioned at **Annexure I.** Equipment fielded may require repairs/ modifications during the course of demonstration and these in-situ servicing, repair, maintenance actions of modifications as requested by the Bidder may be permitted (only for Ergonomic Evaluation) on case to case basis. Towards this, Bidder shall be adequately informed and advised at the pre-demonstration stage itself so that they can ensure availability of requisite maintenance teams/ experts on site during the conduct of demonstration.

8. **Change of Equipment.** Change of equipment, once fielded for demonstration, will not be permitted.

9. **Location of Demonstration.** Demonstration will be undertaken at the BUYER Designated Locations at **Gandhinagar, Gujarat**. The Ballistic Evaluation will be carried out at National Forensic Sciences University (NFSU), Gandhinagar.

10. **Testing Charges.** All testing charges in various laboratories (as applicable) will be borne by respective Bidders including charges for Ballistic Evaluation at NFSU. The **testing charges will be paid in advance by the Bidders at NFSU, Gandhinagar for them to be eligible for participation in Ballistic Evaluation.**

#### **Broad Demonstration Plan**

11. Broad Demonstration plan is attached as **Annexure I**.

#### **Pre-demonstration Meeting**

12. A pre-demonstration meeting to discuss broad **schedule** and modalities of demonstration will be organized at a place which will **be intimated** to the Bidders. The meeting will include representative of Bidders and all **stakeholders/** agencies involved in conduct of demonstration.

#### **Representations**

13. All representations related to the **demonstration will be** addressed in writing to the EC and will be replied by the EC in writing. Bidder's attention is drawn to MoD Guidelines for Handling of Complaints promulgated vide **MoD ID No.1(6)/D(Acq)/13-Vol.II** dated 21 Sep 15.

#### **Schedule of Demonstration**

14. The likely **schedule and sequence of** demonstration will be informed to the vendor representatives during **the meeting** mentioned at Para 12 above.

**Annexure I to Appendix D**  
(Refer 1, 7 & 11 of Appendix D  
of RFP)

**DEMONSTRATION PLAN**

1. **Introduction.** The 'Demonstration Plan' elucidates procedure for evaluation of the Ballistic Helmet for Sikh Troops.

2. The evaluation of each parameter is brought out in the Table at **Para 4** below. Description of test methods is as given under:-

(a) **Demonstration (D).** **Demonstration cum Evaluation** of the equipment will be conducted at the BUYER Designated Locations at Gandhinagar, Gujarat for testing core functions and will require the same to be demonstrated by the Bidder using all applicable equipment and assemblies required to meet the functional specifications/ features.

(b) **Ballistic Evaluation at NFSU (N).** **Ballistic Evaluation** will be carried out at **NFSU**, Gandhinagar, Gujarat as per **Test Protocol** of NFSU.

(c) **Self Certification (V).** Self-certification of compliance by the Bidder will be submitted to meet the particular requirement.

3. **Demonstration Plan.** The 'Demonstration Plan' is given below. As mentioned against each parameter, Bidder is required to submit certificates as applicable:-

Ser No	Parameters	Method of Evaluation
(a)	<b><u>Ballistic Resistance.</u></b> Provide equal protection throughout the covered area of helmet against 9x19 mm (FMJ/ Pb) bullet fired at 430±15m/s from a distance of 5m.	<b>N</b> (Ballistic Evaluation)
(b)	<b><u>Trauma Level (Back Face Signature).</u></b> Not more than 13mm for minimum five randomly fired shots of 9x19 mm (FMJ/ Pb) bullets fired at 430±15m/s from a distance of 5m.	<b>N</b> (Ballistic Evaluation)
(c)	<b><u>Operating Temperature.</u></b> Be able to operate between minus 20°C to plus 45°C.	<b>N</b> (Ballistic Evaluation) Equipment will be subjected to Higher & Lower temperature Conditioning for Eight (08) hours prior to Ballistic Evaluation

Ser No	Parameters	Method of Evaluation
(d)	<b>Design.</b> As per Advanced Combat Helmet design to suit head size of Sikh Troops. It should be Centre Bulge & Bolt-free design. It should facilitate unhindered use of handset of communication radio, in-service Night Vision Devices, personal spectacles and respirators/ chemical hoods.	D
(e)	<b>Size and Weight.</b> (a) <b>Size (Excluding Accessories).</b> The size (to fit the head sizes given below) and weight of complete helmet (excluding accessories) be as under:-  (i) <b>Large Size.</b> 59 to 64 cms (Weight not more than 1.6 Kg + 50 gm).  (ii) <b>Extra Large Size.</b> 62 to 66 cms (Weight not more than 1.75 Kg + 50 gm).  (b) <b>Weight of accessories should not exceed 350 gm.</b>	D
(f)	<b>Ergonomics.</b> (i) Be comfortable to wear <b>continuously for minimum six hours</b> in varied operating environments. (ii) Design should not hinder <b>aiming</b> during use of personal/ crew served <b>weapons</b> . (iii) Breathable inner <b>padding</b> to be provided to enable air circulation to <b>mitigate heat</b> retention.	D  D&V
(g)	<b>Harness.</b> The <b>harness</b> should be provided with adjustable <b>straps/ fasteners</b> with multipoint support, comfortable chin cup, internal layer, hook disks and a complete <b>pad set</b> . The harness retention system must ensure <b>NO WOBBLE</b> of the Helmet during continued usage by providing <b>360<sup>o</sup></b> grip around the head. Quick release mechanism to ensure ease of wearing, adjusting and removal of helmet even while wearing ECC gloves.	D
(h)	<b>Surface &amp; Interiors.</b> (i) <b>Shell</b> of Ballistic Helmets must have matt finish. (ii) The padded interiors must be easily removable and <b>easy</b> to wash and dry. (iii) Material of pads & harness must be anti-bacterial & anti-fungal in nature. (iv) Material of pad covers and harness straps be of wicking nature and retard any kind of smell.	D  V
(j)	<b>Reversible Cloth Cover.</b> (i) A reversible cloth cover must be provided to cover shell of the helmet. (ii) The pattern should be Indian Army Combat Uniform pattern with Desert Tan shade on reverse. (iii) The fabric must be flame retardant and water resistant.	D  V

Ser No	Parameters	Method of Evaluation
	(iv) Patches of hook and loop fasteners be provided on the cover to enable attachment of accessories as desired.	D
(k)	<b>Carry Bag.</b>	
	(i) A carry bag with a zipper be provided to enclose the helmet during transportation.	D
	(ii) It should be of same colour shade as helmet shell, be light weight and cushioned to ensure damage free handling during transportation.	
	(iii) The fabric of carry bag must be water proof.	V
(l)	<b>Accessories.</b> Shroud and tactical side rails be provided to facilitate attachment of various accessories as under:-  (a) <b>Shroud.</b> Be fitted on front side of Helmet boltlessly and allow accommodating the interface of Night Vision Devices.  (b) <b>Tactical Side Rails.</b> Be provided on both side of the Helmet to accommodate IR torch & Visor with appropriate mounting. Must conform to MIL STD 1913.	D
(m)	<b>Colour.</b> The complete Ballistic Helmet should be olive green in colour (PANTONE Number 18-0420 TPG (Four Leaf Clovers)). Harness and accessories such as tactical side rail and shroud must be in same colour as the shell or in Black colour.	D&V
(n)	<b>Service Life.</b> Minimum eight years for Ballistic Helmet shell. Minimum five years for all other components other than pads for which the life will be minimum two years.	V
(o)	<b>Size Markings.</b> The size and manufacturer details to be marked by engraving/ laser etching on the inner side of the helmet and should not wear off with rough use.	D
(p)	<b>Maintenance Aspects.</b> In order to maintain the equipment in Field Army, maintenance related aspects i.e Technical Literature which may include User Handbook/ Operator's Manual for training for maintenance (as applicable) shall be demonstrated.	D & V

#### Legend

- D - Demonstration.
- V - Vendor Certification.
- N - Ballistic Evaluation at NFSU, Gandhinagar, Gujarat.

#### Note

- The Test Methods in the QA i.e CoC, Vendor Certification etc shall be as per ATP in the Contract.



**Appendix E**  
(Refer Para 40 of RFP)

**COMMERCIAL CLAUSES**

1. **Payment Terms**

1.1 **INCOTERMS for Delivery**

1.1.1 The delivery of goods will be based on DDP INCOTERMS-2020 with ultimate consignee as **COD, Kanpur (UP)**.

1.2. **Currency of Payment**

1.2.1 Bidders should submit their bids in **Indian Rupees**.

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

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

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

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

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

1.3.4.1 **Indian Bidder**. The Bank Guarantee(s) shall be from any Indian Public or Private Scheduled Commercial Bank.

1.4 **Payment to Indian Bidders**. The schedule for payments will be based on the BUYER's 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 Appendix E.

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 Appendix E**. The Advance Payment Bank Guarantee (APBG) will be 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 Signing of Contract ( $T_0$ ).

- 1.4.2 **On Dispatch.** **Sixty (60) % of the Base Contract Price** of deliverables and re-imburement of 100% of taxes and levies on pro rata basis shall be paid on proof of dispatch of deliverables to the consignee and on production of an inspection note issued by the BUYER designated inspection agency. Number and date of the Railway/ Road/ Air Transport receipt under which the deliverables charged for in the bill are dispatched by Rail/ Road/ Air and the number and date of letter with which such receipt is forwarded to the consignee, should be quoted on the bill. The payment will be made by PCDA/ CDA through cheque/ Electronic Fund Transfer (EFT) on submission of following documents: -
- 1.4.2.1 Ink-signed copy of SELLER's bill.
  - 1.4.2.2 Ink-signed copy of Commercial invoice.
  - 1.4.2.3 The relevant Transport Receipt.
  - 1.4.2.4 Inspection Acceptance Certificate of BUYER's QA agency demonstrating compliance with the technical specifications of the contract.
  - 1.4.2.5 Packing List.
  - 1.4.2.6 Certificate of Origin.
  - 1.4.2.7 Claim for statutory and other levies to be supported with requisite documents/ GST invoice (with QR code, when made applicable)/ proof of payment, as applicable.
  - 1.4.2.8 Exemption certificate for taxes/duties, if applicable.
  - 1.4.2.9 Warranty certificate from the SELLER.
- 1.4.3 In case of failure of the SELLER to deliver the deliverables to the BUYER or inordinate delay in the said delivery leading to Termination of the Contract in accordance with Article 22A.1 of Standard Contract Document, the SELLER will be liable to return payments received against dispatch.
- 1.4.4 **On Final Acceptance.** The remaining **Twenty Five (25) % of the Base Contract Price** of deliverables on pro-rata basis shall be paid within thirty (30) days of submission of documents post completion of JRI, post-delivery and issue of JRI 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 **Part-Dispatch/ Part-Shipment.** Part-dispatch or part-shipment of goods is permitted and corresponding payment will be released to the SELLER. However, where permitted, the minimum quantity for using this facility on each occasion will **not be less than 5000 Numbers.**
- 1.4.6 **Payment of Taxes and Duties.** Payment of taxes, duties and statutory levies will be made on submission of requisite documentary proof to Paying authority. Reimbursement of taxes and duties will be as per rates and amounts indicated in the commercial bid/contract or as per actuals whichever is lower. Custom duty is not reimbursable on input material.
- 1.4.7 **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 to 12 of Chapter I of DAP. The indigenous & import components as also the various currencies (of the import components) for ERV purposes, **must be determined in advance.** The guidelines on protection of Exchange Rate Variation are given at **Annexure I to Appendix E.**
2. **Performance-cum-Warranty Bank Guarantee Clause.** A Performance - cum - Warranty Bank Guarantee (PWBG) of **3 % of value of the Total Contract Price** 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 Appendix E.**
3. **Inspection.** The PDI will be based on CoC supported by test certificates from International/ NABL accredited/ Government labs and shall be carried out by BUYER's QA representatives at Bidder's premise in India. However, the Ballistic Evaluation during PDI, shall be conducted by National Forensic Sciences University (NFSU), Gandhinagar, Gujarat as per Sampling Plan. Also, inspection of balance parameters of Operational Characteristics and Features other than CoC and NFSU shall be carried out during PDI. In addition, Joint Receipt Inspection (JRI) also be carried out involving quantitative checks only. The Bidder shall 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' expense. In case of rejection of Goods during PDI, re-PDI, will be undertaken at Bidder's premises at BUYER's sole discretion. The re-PDIs for Ballistic Evaluation will be held at NFSU, Gandhinagar, Gujarat at Bidders arrangement and cost. All expenses including transportation and accommodation of BUYER's PDI team will be borne by the Bidder. Towards this, the expenses towards transportation and accommodation of BUYER's PDI team will be

initially done by the BUYER and subsequently reimbursed by the Bidder either by remittance or by recovery from the Balance Payment/ PWBG. In the event of a failed PDI, the Bidder shall consult the BUYER for rescheduling re-PDI. In case of JRI, the representatives of the SELLER may be present for inspection after the equipment reaches the concerned destination. The SELLER would be informed of the date for JRI.

4. **Liquidated Damages (LD)**. In case of delay in supplies, the vendor shall be levied LD @ 1.5% per week of delay subject to maximum of 15% of value of delayed stores, calculated on the basis of the Contract Price of delayed stores.
5. **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 Appendix E**.

**Annexure I to Appendix E**  
(Refer Para 1.4.7 of Appendix E)

**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 E**  
(Refer Para 1.4.1 of Appendix E)

**BANK GUARANTEE FORMAT FOR ADVANCE**

To

The \_\_\_\_\_  
Ministry of \_\_\_\_\_  
Government of India

\_\_\_\_\_ (complete postal address of the beneficiary)

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

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 (₹) \_\_\_\_\_ (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 E**  
(Refer Para 2 of Appendix E)

**BANK GUARANTEE FORMAT FOR PERFORMANCE-CUM-WARRANTY**

To

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

Dear Sir,

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

2. We, the \_\_\_\_\_ bank hereby expressly, irrevocably and unreservedly undertake the guarantee as principal obligors on behalf the SELLER that, in the event that the BUYER declares to us that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the BUYER by reason of breach/failure to perform by the said SELLER of any of the terms and conditions in the Contract related to Performance and Warranty clauses, we will pay you, on demand and without demur, all and any sum up to {3% of Total Contract Price (including taxes and duties)} \_\_\_\_\_ Rs (₹) 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 (₹) \_\_\_\_\_ {3% of Total Contract Price (including taxes and duties)} for breach/failure to perform by the SELLER of any of the terms and conditions of the Contract related to performance and warranty clause. Partial drawings and multiple drawings under this Bank Guarantee are allowed within the above stated cumulative amount subject to each such drawing not exceeding 3% of the Total Contract Price (including taxes and duties) (Rs (₹) \_\_\_\_\_ 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 (₹) \_\_\_\_\_ (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 E**  
(Refer Para 5 of Appendix E)

**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 quantity) 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 ..... % (..... percent) 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 quantity) 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 E**  
(Refers to Para 9 of RFP and Para 1.4 of Appendix E)

**DELIVERY SCHEDULE AND STAGES OF PAYMENT**

1. The terms of payment may vary between each project depending upon a variety of factors such as complexity of equipment/ system, requirement of validation trials for establishing 'proof of concept', delivery period, integration requirements etc. However, some broad guidelines for payments terms are appended in subsequent **Paras**.

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

Ser No	Activity	Delivery Timelines (T <sub>0</sub> + Months)	Scheme for Payment	Scheme for submission and Return of Advance Payment Bank Guarantees	Remarks
(a)	Signing of contract	T <sub>0</sub>	15% of the Base Contract Price	APBG of equivalent amount to be submitted  PWBG of 3 % of Total Contract Price to be submitted within 30 days of T <sub>0</sub>	T <sub>0</sub> is date of Signing of Contract
(b)	<b>On Dispatch of 12,730 Ballistic Helmets for Sikh Troops</b>				
(i)	<b>On Dispatch of quantity 12,730 Ballistic Helmets</b>	T <sub>0</sub> to T <sub>12</sub>	60% of the Base Contract Price of deliverables and re-imbursment of 100% of taxes and levies on Pro-rata Basis		<b>One (01) User Handbook/ Operator's Manual for Ten (10) Numbers of Ballistic Helmet will be provided with each equipment</b>
(c)	<b>On Delivery/ Final Acceptance of Ballistic Helmets</b>				
(i)	<b>On Delivery/ Final Acceptance of quantity 12,730 Ballistic Helmets</b>	T <sub>0</sub> to T <sub>12</sub>	25% of the Base Contract Price of deliverables on Pro-rata Basis	APBG is to be returned on pro-rata basis on delivery of each lot/batch. APBG pertaining to documentation can be returned on delivery of a particular lot/batch.	

**Appendix F**  
(Refer Para 40 and 49 (c)  
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)' Case.**
    - 1.2.1 **Where DCF Technique as Given in Para 3 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.
 

*The cost of equipment supplied by OFB/DPSU/Private vendor will be considered minus GST and other taxes and duties.*
    - 1.2.2 **Where DCF Technique as Given in Para 4 is Applicable.** DCF technique will be applied on quoted cost of all items including taxes and duties payable to Central/State/Local Governments to ascertain the NPV.
 

*The cost of equipment supplied by OFB/DPSU/Private vendor will be considered minus GST and other taxes and duties.*
  - 1.3 Custom duty on input materials shall not be loaded by the Indian Bidders in their price bids, if they are exempted under the existing Notifications. In such cases, necessary Custom Duty Exemption Certificate (CDEC) shall be issued by the BUYER. In cases where Custom Duty is not exempted, Basic Custom Duty on input material is to be included in the cost of Basic Equipment, Installation/ Commissioning/ Integration, BNE, ToT, MRLS, SMT, STE, ESP and any other item listed at Column (ii) of Para 2 below.
  - 1.4 If there is 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 <b>Basic Equipment</b> . Full break-up details should be given.							
B.	Cost of <b>User Handbook/ Operator's Manual</b>							One (01) User Handbook/ Operator's Manual for Ten (10) Numbers of Ballistic Helmet to be provided
C.	<b>Any other cost</b> (to be specified).							
D.	<b>Freight and Transit Insurance Cost</b> (where applicable).							
E.	<b>Total Cost</b> (Total of Serial A to D)						#	# This will be used in determining L1 vendor (duly applying provisions of Para 1 above).
F.	<b>Foreign Exchange component</b> of the proposal. (for Indian Bidders only)							
G.	<b>CDEC (if applicable)</b> , its authority and amount for which							

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)
	required.							

Total Cost : \_\_\_\_\_ (in words)

**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.

COPY NO



**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:-
- 7.1.1 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");

- 7.1.2 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;
- 7.1.3 A statement by each bidder that it has not paid and will not pay, any bribes;
- 7.1.4 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.
- 7.1.5 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;
- 7.1.6 Undertakings on behalf of a bidding company will be made "in the name and on behalf of the company's chief executive officer";
- 7.1.7 The following set of sanctions shall be enforced for any violation by a bidder of its commitments or undertakings:
- 7.1.7.1 Denial or loss of contract;
  - 7.1.7.2 Forfeiture of Guarantee for Performance-cum-Warranty Bond (after signing of contract).
  - 7.1.7.3 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.
  - 7.1.7.4 Refund of all sums already paid by the BUYER along with interest at the rate of 2% per annum above LIBOR rate.
  - 7.1.7.5 Recovery of such amount, referred to in (iii) and (iv) above, from other contracts of the SELLER with the Government of India.
  - 7.1.7.6 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.
- 7.1.8 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.
- 7.1.9 The draft Pre-Contract Integrity Pact is attached as **Annexure I to Appendix G**. The Bidders 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:-
- 8.1 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.
- 8.2 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
- 8.3 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.
- 8.4 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 G**  
(Refer Para 19 of RFP and  
7.1.9 of Appendix G)

**PRE-CONTRACT INTEGRITY PACT**

**General**

1. Whereas the PRESIDENT OF INDIA, represented by Joint Secretary & Acquisition Manager (Army/Air Force/Maritime & Systems)/Major General & equivalent, Service Headquarters./Coast Guard, Ministry of Defence, Government of India, hereinafter referred to as the BUYER and the first party, proposes to procure (Name of the Equipment), hereinafter referred to as Defence Stores and M/s \_\_\_\_\_ represented by \_\_\_\_\_ Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/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. Company Code of Conduct

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

## 9. Sanctions for Violation

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

9.1.1 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.

9.1.2 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.

9.1.3 To immediately cancel the contract, if already signed, without any compensation to the Bidder.

9.1.4 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.

9.1.5 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.

9.1.6 To cancel all or any other Contracts with the Bidder.

9.1.7 To Put on Hold or Suspend or Debar the bidder as per the extant policy.

9.1.8 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.

9.1.9 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.

9.1.10 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.

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

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

## 10. **Fall Clause**

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

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

## 11. Independent Monitors.

11.1 The BUYER has appointed Independent Monitors for this Pact in consultation with the Central Vigilance Commission. The names and addresses of nominated Independent Monitors (at the time of issue of RFP) are as follows (however the vendor must refer to the MoD website at [www.mod.nic.in](http://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  
E mail : 84ravikant@gmail.com
- (b) Dr. Prabhat Kumar, IAS/ UP (1985) (Retd),  
C-120, Sector-39, Noida-201301,  
Gautam Budh Nagar (Uttar Pradesh)  
Mob : 9810530048  
E-mail : 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  
E-mail : cr\_koli@yahoo.com

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

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

- 11.2 After the Integrity Pact is signed, the BUYER shall provide a copy thereof, along with a brief background of the case to the Independent Monitors, if required by them.
- 11.3 The Bidder(s), if they deem it necessary, may furnish any information as relevant to their bid to the Independent Monitors.
- 11.4 If any complaint with regard to violation of the IP is received by the BUYER in a procurement case, the BUYER shall refer the complaint to the Independent Monitors for their comments/enquiry.
- 11.5 If the Independent Monitors need to peruse the relevant records of the BUYER in connection with the complaint sent to them by the BUYER, the BUYER shall make arrangement for such perusal of records by the Independent Monitors.

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

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

13. **Law and Place of Jurisdiction.** This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER i.e. New Delhi.

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

15. **Validity.**

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

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

16. The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on

BUYER

BIDDER

\_\_\_\_\_  
MINISTRY OF DEFENCE,  
GOVERNMENT OF INDIA

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

Witness

1. \_\_\_\_\_  
2. \_\_\_\_\_

Witness

1. \_\_\_\_\_  
2. \_\_\_\_\_

**Appendix H**  
(Refer Para 6 of RFP)

**CRITERIA FOR VENDOR SELECTION / PRE-QUALIFICATION**

1. The following parameters will be used :-

Ser No	Parameter	Criteria
<b>(a) General</b>		
(i)	-	Applicant Entity should be an Indian Vendor as defined at Paragraph 20 of Chapter I of DAP 2020.
(ii)	-	Business dealing with applicant Entity or any of its allied entities should not have been suspended or banned, by MoD/ SHQ or any Government Department or organization (as defined in Guidelines or Penalties in Business Dealings with Entities issued vide Ministry of Defence, D (Vigilance) MoD ID No 31013/II/2006-D(Vig) Vol II dated 21 Nov 2016). None of the Promoters and Directors of applicant entity should be a willful defaulter.
(iii)	-	"Entities" will include companies, with whom the Ministry of Defence has entered into, or intends to enter into, or could enter into contracts or agreements.
(iv)	-	"Applicant entity" may be a company, subsidiary, an associate company (as defined in the Companies Act, 2013), a consortium or a Joint Venture (JV).
<b>(b) Technical</b>		
(i)	Nature of Business	Vendor shall be a Manufacturing Entity or System Integrator of defence equipment and not a Trading Company, except in cases where OEM participates only through its authorised Vendors.
(ii)	Experience in Related Field	Minimum two (02) years experience in broad areas like manufacturing/ engineering. If not, then cumulative experience of at least three (03) years in above areas, resulting in gaining of competence for manufacturing the proposed product.
(iii)	Integration Experience	Where product involves integration, previous experience of not less than one (01) year/ one project in integration of systems / equipment shall be required.
<b>(c) Financial</b>		
(i)	Net Worth	Net worth should be Positive.
(ii)	Insolvency	The entity should not be under insolvency resolution as per Indian Bankruptcy Code at any stage of procurement process from the issuing of RFP to the signing of contract.
<b>(d) Others</b>		
(i)	Industrial License (IL)	Vendor should be either holding a valid defence industrial license or should have applied for the same before responding to RFP. In any case the vendor must confirm

Ser No	Parameter	Criteria
		holding of IL before commencement of 'Demonstration'. (Items requiring IL will be as per DIPP Press Note 3 of 2014 as amended from time to time).
(ii)	Registration	Registered for a Minimum two (02) Years, (one (01) year for SMEs). Minimum number of years not applicable for JVs constituted specifically for a project.

2. **Start Ups/ MSMEs.** Start Ups would be defined as per G.S.R 127 (E) dated 19 Feb 2019 (as amended from time to time). To encourage the Start Ups/ MSMEs and build Industrial ecosystem, the recognized Start Ups/ MSMEs may be considered for issue of RFP without any stipulation of Financial parameters, except Paragraph 1 (c) (ii) above (Insolvency) and with General and Technical parameters to be decided on case to case basis.

(Note : Start Ups should not be confused with New entrants who may be high / mid-sized groups having financial support and manufacturing experiences and now venturing into Defence Production).

**BROAD QA INSTRUCTIONS AND GUIDELINE FOR FRAMING OF DRAFT ATP**

**Broad QA Instructions**

1. **Scope.** This QA Instructions covers the requirements of Ballistic Helmet for Sikh Troops of Indian Army for ballistic protection of head injury against the specified ammunition as stipulated in the Operational Characteristics and Features (**Appendix A**) of this RFP. **CQA (GS) Kanpur shall be the BUYER's QA representative for this equipment.**
2. **Reference Sample.** The approved and sealed Ballistic Helmet provided by the User or Purchase Officer to the Controller, Controllerate of Quality Assurance (General Store), DGQA Store Complex, Ashok Path, Kanpur-208004 shall constitute standard as regards to any particulars or properties not noted or defined in the ATP during bulk supply.
3. **Materials.** The Ballistic Helmet Shell shall be manufactured by using the same materials as used in the sample produced in the 'Demonstration' during Technical Evaluation stage. Materials of harness, interior, reversible cloth cover, carry bag and accessories shall also be the same as that produced in the 'Demonstration' during Technical Evaluation stage.
4. **Manufacturing Process.** Details of manufacturing process, infrastructure including plant and machineries shall be provided by the SELLER along with supporting documents to claim their monthly production capacity.
5. **Dimensions and Tolerances.**
  - (a) **Size.** The size of the helmet (to fit head sizes of Sikh Troops) and weight (excluding accessories) should be as under:-
    - (i) **Large Size.** 59 - 64cm (Weight not more than 1.60 kg + 50gm).
    - (ii) **Extra Large Size.** 62 - 66cm (Weight not more than 1.75 kg + 50gm).
  - (b) **Weight of Accessories shall not exceed 350gm.**
  - (c) **Methodology of Measurement.** The size of the helmet will be measured inside the helmets at its lower part of the harness/ padding system attached to the helmet over which the head of the user will rest and is measured at the edge of the helmet with either a fixed ring gauge or an expanding gauge which shall be made of metal or suitable head form of desired size.
  - (d) The depth of Bulge at centre of the helmet (measured inside) will be same as that of user approved sample in the Technical Compliance during 'Demonstration'.

(e) **Marking of Size.** The size and manufacturer details to be marked by engraving/ laser etching on the inner side of the helmet and should not wear off with rough use.

6. **Workmanship and Finish.**

(a) The general workmanship and finish of Ballistic Helmet for Sikh Troops shall be similar to that of User approved sample in the Technical Compliance during 'Demonstration'.

(b) The helmet should not impair normal hearing/ vision of the individual nor restrict the movement of neck during use.

7. **Pre-inspection by SELLER.**

(a) The seller should check all the Ballistic Helmets to ensure that the same meet all the specifications as per Operational Characteristics and Features (**Appendix A** of RFP). Pre-inspection data (except ballistic report) should be submitted along with the readiness of goods for conduct of PDI as under:-

(i) **1<sup>st</sup> Stage.** Before production of Ballistic Helmet, Pre-inspection of basic material will be carried out by the SELLER as per the parameter mentioned in the ATP.

(ii) **2<sup>nd</sup> Stage.** The final product i.e Ballistic Helmet will be subjected to final QA cover including visual inspection, fitment/ dimensions, weight check, workmanship, ergonomic checks and Ballistic performance, as per Sampling Plan, as mentioned in the ATP.

(b) **Basic Material/ Bought-out Items.** The firm shall submit the test data of Basic material/ bought-out items from International or NABL accredited/ Government Laboratory as per ATP.

(c) The SELLER shall furnish following report/ documents along with offer letter (readiness of goods) for PDI:-

(i) Complete test report of basic raw materials used for each batch of stores with each consignment or Inspection Certificate with regards to the same.

(ii) Pre-inspection report of the final product.

(iii) Certificate of quality for parameters including covered under SELLER's QA responsibility.

(iv) Use and care manual including washing instructions of Ballistic Helmet.

(v) Certificate of service life of Ballistic Helmet.



(vi) **Year of Manufacture**. The SELLER will confirm that the stores to be supplied under contract shall 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.

(d) **Certificate of Conformance (CoC)**. SELLER must satisfy himself that the stores are in accordance with the terms of the contract and fully conform to the required specification by carrying out thorough pre-inspection of each lot before actually tendering the same for inspection by BUYER's QA representatives. A declaration in the form of CoC by the SELLER that necessary pre-inspection has been carried out on the stores tendered will be submitted while offering the stores for inspection to BUYER's QA representatives. The CoC will also indicate the method followed in carrying out pre-inspection showing the features checked/ tested and will have the test certificates attached for confirmation during PDI. If BUYER's QA representatives find that Pre-inspection of the consignments as required above has not been carried out, the consignment is liable to rejection.

8. **Quality Assurance (QA)**. (Mode of QA, Sampling Procedure, Laboratory Testing and Criteria of Conformity)

(a) **Pre Despatch Inspection (PDI)**.

(i) The PDI will be based on Certificate of Conformance (CoC) supported by test certificates from International/ NABL accredited/ Government labs and shall be carried out by BUYER's QA representatives at Bidder's premise in India and draw random samples for test and evaluation as per ATP.

(ii) The Ballistic Evaluation during PDI, shall be conducted at National Forensic Sciences University (NFSU), Gandhinagar, Gujarat, as per Sampling Plan of BUYER's QA agency.

(iii) Inspection of balance parameters of Operational Characteristics and Features other than CoC and NFSU shall be carried out during PDI.

(iv) For Ballistic Evaluation tests by QA agency during PDI, the SELLER will arrange for requisite test facilities at NFSU, Gandhinagar, Gujarat for establishing conformance under own cost and arrangements. The SELLER would also be required to provide those test facilities at own premises and NFSU, Gandhinagar, Gujarat for quality assurance, which are not available with QA agency.

(v) Unexpended sample, if any, will be merged with accepted lot and cost of testing other than DGQA Labs shall be borne by the SELLER.

(vi) **Marking by the Quality Assurance Officer**. The final accepted store shall be marked by stamping with acceptance mark of QA officer on inside of the Helmet.

(b) **Joint Receipt Inspection (JRI).**

- (i) JRI shall be completed within thirty (30) days of arrival of goods at COD Kanpur.
- (ii) There will be no repetition of QA tests in PDI and JRI. JRI would be restricted to quantitative checks only.
- (iii) JRI will be carried out by the BUYER's representatives. The BUYER will invite the SELLER with a minimum fifteen (15) days prior notice to attend the JRI for the delivered goods.
- (iv) Upon completion of each JRI, JRI proceedings and Acceptance Certificate will be signed by both Parties.
- (v) Copy of JRI proceedings and Acceptance Certificate shall be dispatched to SELLER within 30 days of completion of JRI. In case of deficiencies in quantity and quality or defects, details of these shall be recorded in the JRI proceedings and Acceptance Certificate shall not be issued and claims will be raised. In case of claims, Acceptance Certificate shall be issued by BUYER's representative after all claims raised during JRI are settled.

9. **Sampling Procedure.**

- (a) Examination of sample taken from any portion of the consignment shall conform to the requirement when tested in accordance with the methods mentioned against each Test parameters of the ATP.
- (b) The following Sampling Plan given as under shall be used for drawing of random samples adopting IS 4905:2015. The lot shall be homogeneous, formed with helmet of one size and maximum lot size is restricted to 10,000 Nos.
- (c) **Sample Plan (As per IS : 2500 Part 1).** Inspection as per general inspection level (AQL 2.5%) except Ballistic Evaluation Test:-

Lot Size	For Visual Examination		Sample Size for Lab Test			For Ballistic Evaluation Test
	Sample Size	Acceptance Number	Sample Size	Acceptance Number	Material & Performance Test	
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Up to 500	50	3	13	1	08	03
501-1200	80	5	20	1	13	05
1201-3200	125	7	32	2	20	05
3201-10000	200	10	32	2	20	05

**Note**

- Rejection Number is equal to (Acceptance Number +1)
- 02 Numbers samples shall be kept as reserve for unfair shots for Ballistic protection test of each lot.
- There is 'Nil' Acceptance Number for Ballistic Protection Test.

(d) **Sampling for Laboratory Testing.** If the lot is considered conforming to the quality standards as specified in column (3) of sampling table, sampling for laboratory tests shall be drawn as under:-

(i) Sample for laboratory test shall be drawn as per column (4) of sampling table from the samples originally drawn as per column (2) of sampling table and individual samples should be marked and duly sealed by the Sampling Officer.

(ii) Sample for Material & Performance Test shall be drawn as per column (6) from the samples drawn as per column (4) of Sampling Table.

(iii) Samples for weight and dimension testing shall be as per column (4) of Sampling Table.

(iv) Samples for Ballistic Evaluation testing shall be drawn as per column (7) from sample of column (4).

(e) **Ballistic Protection.** Ballistic Protection Test shall be as per the Test Protocol & Evaluation Criteria provided by NFSU, Gandhinagar, Gujarat and in compliance to Operational Characteristics and Features as per Appendix A given in the RFP.

(f) **Criteria of Conformity.** The lot shall be considered conforming to ATP and contractual conditions, if the samples drawn for visual examination, laboratory test including ballistic performance tests are found to conforming to acceptance criteria. Otherwise, the lot shall be rejected.

#### 10. **Packing and Marking.**

(a) Each accepted store shall be confirmed for legible and indelible marking with size, manufacturer's name and trademark before packing.

(b) The SELLER is responsible to provide packing and preservation of the stores and spares/ goods as per best trade practice to ensure safe transportation till consignee location and safe storage during its service life. It will be SELLER's responsibility to ensure no damage (Mechanical, Chemical & Microbiological) in the conditions during transportation, transportation, storage, handling and against weather hazards during transportation, subject to proper cargo handling. Each helmet shall be wrapped in polythene bag with film thickness of greater than 0.05 mm of suitable size along with silica gel sachets and then each helmet shall be packed in suitable collapsible cardboard carton. The suitable cushioning material in adequate quantity as desired may be used to protect the Helmet from abrasion. A label in 'English' shall be pasted on the carton indicating the under mentioned details of the item contained in the carton :-

- (i) Nomenclature and size.
- (ii) Contract number and date.
- (iii) Name of SELLER/ SELLER's trademark.

(c) The cartons shall then be packed in packing case (protected as water proof) as required indicating the undermentioned details of the item contained in the carton:-

- (i) Nomenclature and size.
- (ii) DS CAT Number/ NSN.
- (iii) Contract Number and date.
- (iv) Consignee.
- (v) I/Note Number and date.
- (vi) Name of SELLER/ SELLER's trademark.
- (vii) Package number.
- (viii) Packaged quantity.
- (ix) Gross/ net weight in kg.

**Note :** Weight of each packing case shall not exceed 40 kgs.

(d) One copy of the packing list in 'English' shall be inserted in each cargo package, and the full set of the packing list shall be placed in Carton No. 1 painted in yellow colour.

(e) If any consignment be returned to the SELLER by the BUYER, the latter shall provide normal packing, which protects the equipment and spares/ goods from the damage or deterioration during transportation. In this case the BUYER shall finalize the marking with the SELLER.

(f) The physical damage, if any, during transit that may occur as result of defective packing shall be borne by SELLER.

(g) The cargo package shall be strong enough to sustain the weight of five such boxes when stacked vertically one over other.

(h) In case of ambiguity in 'Packing & Marking' in QA Instructions and 'Packaging of Deliverables', the conditions of RFP as per DAP 2020 shall be followed.

### Guideline for Framing of Draft ATP

12. Guideline for framing of draft ATP is as under:-

S No	Test Parameter	Test Method	Requirement	PDI	JRI
(a)	Material	Certificate	Suitability of material for Ballistic Protection	Yes	No
(b)	Size and Weight	Suitable Measuring & Weighing method	Large Size - 59cms to 64cms & weight not more than 1.6 Kg + 50gm (excluding accessories) Extra Large Size - 62 to 66cms & weight not more than 1.75Kg+ 50gm (excluding accessories) Weight of accessories should not exceed 350gm	Yes	No
(c)	Ballistic Resistance/ Protection level	Ballistic Evaluation at NFSU (post highest & lowest conditioning of temperature for Eight (08) hours prior to Ballistic Evaluation)	Provide equal protection throughout the covered area of helmet against 9x19 mm (FMJ/ Pb) bullet fired at 430±15m/s from a distance of 5m	Yes (Test Protocol by NFSU)	No
(d)	Trauma Level/ Back Face Signature		Not more than 13mm for <b>minimum five</b> randomly fired shots of 9x19 mm (FMJ/ Pb) bullets fired at 430±15m/s from a distance of 5m		No
(e)	Operating Temperature		Be able to operate <b>between minus 20°C to plus 45°C</b>		No
(f)	Design	Physical Check & Certificate	As per <b>Advanced Combat Helmet</b> design to suit head <b>size of Sikh Troops</b> . It should be <b>Centre Bulge &amp; Bolt-free design</b> . It should facilitate unhindered use of <b>headset of communication radio, in-service Night Vision Devices, personal spectacles and respirators/ chemical hoods</b>	Yes	No
(g)	Ergonomics	Physical Check & Certificate	<b>Be comfortable</b> to wear continuously for <b>minimum six hours</b> in varied operating <b>environments</b> . Design should not hinder <b>aiming during</b> use of personal/ crew served weapons. Breathable inner padding to be provided to enable air circulation to mitigate heat retention	Yes	No
(h)	Harness	Physical Check	The harness should be provided with adjustable straps/ fasteners with multipoint support, comfortable chin cup, internal layer, hook disks and a complete pad set. The harness retention system must ensure <b>NO WOBBLE</b> of the Helmet during continued usage by providing 360° grip around the head. Quick release mechanism to ensure ease of wearing, adjusting and removal of helmet even while wearing <b>ECC gloves</b>	Yes	No
(j)	Surface & Interiors	Physical Check & Certificate	Shell of ballistic Helmets must have matt finish. The padded interiors must be easily removable and easy to wash and dry. Material of pads & harness must be anti-bacterial & anti-fungal in nature. Material of pad covers and harness straps be of wicking nature and retard any kind of smell	Yes	No
(k)	Reversible Cloth Cover	Physical Check & Certificate	A reversible cloth cover must be provided to cover shell of the helmet. The pattern should be Indian Army Combat Uniform pattern with Desert Tan shade on reverse. The fabric must be flame retardant and water resistant. Patches of hook and loop fasteners be provided on the cover to enable attachment of accessories as desired	Yes	No

S No	Test Parameter	Test Method	Requirement	PDI	JRI
(l)	Carry Bag	Physical Check & Certificate	A carry bag with a zipper be provided to enclose the helmet during transportation. It should be of same colour shade as helmet shell, be light weight and cushioned to ensure damage free handling during transportation. The fabric of carry bag must be water proof	Yes	No
(m)	Accessories	Physical Check & Certificate	Shroud and tactical side rails be provided to facilitate attachment of various accessories as under:-  (a) <b>Shroud.</b> Be fitted on front side of Helmet boltlessly and allow accommodating the interface of Night Vision Devices.  (b) <b>Tactical Side Rails.</b> Be provided on both side of the Helmet to accommodate IR torch & Visor with appropriate mounting. Must conform to MIL STD 1913.	Yes	No
(n)	Colour	Physical Check & Certificate	The complete Ballistic Helmet should be olive green in colour (PANTONE Number 18-0420 TPG (Four Leaf Clovers)). Harness and accessories such as tactical side rail and shroud must be in same colour as the shell or in Black colour	Yes	No
(o)	Service Life	Certificate	Minimum eight years for Ballistic Helmet shell. Minimum five years for all other components other than pads for which the life will be minimum two years	Yes	No
(p)	Size Markings	Physical Check	The size and manufacturer details to be marked by engraving/ laser etching on the inner side of the helmet and should not wear off with rough use	Yes	No

**Note**

- JRI shall be restricted to quantitative checks at Consignee location.
- Details of Acceptance Test Method in PDI be provided by the Bidder for finalisation of ATP during CNC stage.

**Appendix K**  
(Refer Para 46 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.

<b>Ser No</b>	<b>Reference</b>	<b>Document Description</b>
1.	Para 5 of RFP	Declaration by Bidder : Debarment of Vendors
2.	Para 16 of RFP	Declaration by Bidder: Government Regulations
3.	Para 17 of RFP	Declaration by Bidder: Obligations Relevant to Transfer of Conventional Arms
4.	Para 18 of RFP	Declaration by Bidder : Patent Rights
5.	Para 20 of RFP	Declaration by Bidder : Fall Clause
6.	Para 27 of RFP	Technical document covering performance parameters.
7.	Appendix B	Compliance Table
8.	Appendix C	Warranty Clause
9.	Appendix F	Price Bid
10.	Annexure I to Appendix G	Pre-Contract Integrity Pact

**GLOSSARY**

AoN	Acceptance of Necessity
APBG	Advance Performance Bank Guarantee
ATP	Acceptance Test Procedure
BOO	Board of Officers
CNC	Contract Negotiation Committee
DAC	Defence Acquisition Council
DDP	Delivery Duty Paid
DGQA	Director General of Quality Assurance
DPB	Defence Procurement Board
DAP	Defence Acquisition Procedure
DRDO	Defence Research and <b>Development</b> Organisation
EC	Empowered Committee
ERV	Exchange Rate <b>Variation</b>
ESP	Engineering Support <b>Package</b>
EMD	Earnest <b>Money</b> Deposit
FTI	Freight and Transit <b>Insurance</b>
GoI	<b>Government</b> of India
IC	Indigenous <b>Content</b>
IP	<b>Integrity</b> Pact
IPR	Intellectual Property Rights
JRI	<b>Joint</b> Receipt Inspection
MoD	<b>Ministry</b> of Defence
MRLS	<b>Manufacturer</b> Recommended List of Spares
NABL	<b>National</b> Accreditation Board for Testing and Calibration Laboratories
NCNC	No Cost No Commitment
NSN	NATO Stock Number
OEM	Original Equipment Manufacturer
PCIP	Pre Contract Integrity Pact
PDI	Pre Despatch Inspection
PWBG	Performance cum Warranty Bank Guarantee
QA	Quality Assurance
RFP	Request for Proposal
SHQ	Service Headquarters
TEC	Technical Evaluation Committee