REQUEST FOR PROPOSAL

BY

MINISTRY OF DEFENCE
GOVERNMENT OF INDIA

FOR PROCUREMENT OF

TWO MEN RECOMPRESSION CHAMBER (RCC)

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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 79 pages including cover page and Appendices.

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File No: TM(M)/0025/DSOD/RCC

Additional Director General
Acquisition Technical (M & S)
New Delhi - 110011

06 Dec 23

To,

REQUEST FOR TECHNICAL AND COMMERCIAL PROPOSAL FOR (TWO MEN RECOMPRESSION CHAMBER (RCC)) CATEGORY : BUY (INDIAN)

Dear Sir/Madam,

1. The Ministry of Defence, Government of India, intends to procure Fourteen (14) in number Two Men Recompression Chamber (RCC) under Buy (Indian) category and seeks participation in the procurement process from prospective Indian Bidders subject to requirements in succeeding paragraphs.

2. **Synopsis**. Broad Description of Equipment/System.

Two Men Recompression Chamber (RCC) with international mating clamp and integrated Control panel, High Pressure (HP) Air/ O_2 storage bottles, Medical Lock trolley system and portable in nature for transportability. RCC design to be for occupancy by two person (Diver and Attendant) and access through a hatch. Complete system is to be certified by Class (DNV/ LRS/ IRS) for Pressure Vessels for Human Occupancy (PVHO) and International Marine Contractors Association (IMCA) guidelines.

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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	Description	Details	Reference Para of the RFP
(a)	Equipment/System required	Two Men Recompression Chamber (RCC)	Para 31 and Appendix A
(b)	Quantity Required	Fourteen (14)	Para 31 and Appendix C
(c)	Categorisation of Procurement	Buy (Indian)	Para 7/ Part I
(d)	Minimum IC Content	60%	Para 7/ Part I

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	required		
(e)	Place(s) of Delivery	Mumbai –08 (03 for *IN*, 04 for *IA, AF SOD -01*), Vizag - 02, Kochi - 02, Port Blair - 01, Karwar - 01	Para 9/ Part I
(f)	Warranty Period	24 months	Para 11/ Part I
(g)	CMC Period	10 years	Para 37/ Part II
(h)	Last date for submission of Pre -bid queries	27 Dec 23	Para 23/ Part I
(j)	Date and time for Pre-bid meeting	10 Jan 24 1100 Hrs	Para 24/ Part I
(k)	Last date and time for Bid Submission	28 Feb 24 1200 Hrs	Para 25/ Part I

4. **Special features of the RFP**.

During final acceptance for each RCC, there will be requirement of integration of the Two Men Recompression Chamber (RCC) with existing fixed Recompression Chambers of Indian Navy, using the international standard mating flange, to enable Transfer Under Pressure (TUP) operation for shifting of diver from Two Men RCC to fixed *IN* RCC's to depth of 50 Mtrs.

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 Indian Original Equipment Manufacturers (OEM) or Authorised Vendors subject to the condition that in cases where the same equipment is offered by more than one of the aforementioned parties, preference would be given to the OEM.

7. The end user of the equipment is the Indian 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. Case would be progressed *iaw* para 23 of Chapter II of DAP 20.

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10. This RFP is non-transferable.

11. 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**

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

Yours faithfully,

(Sushil Das)
Commodore
DDG Acq-Tech (Maritime)

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Disclaimer

1. 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, requirement for training, Product Support (CMC) and warranty/ guarantee conditions, etc. It includes the procedure and the date and time for submission of bids.

Non-Disclosure

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

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

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

Business Eligibility

5. **Undertaking by Bidders**.

(a) 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

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

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7. **Indigenous Content**. For the purposes of this RFP and the acquisition contract (if any) signed by the Ministry of Defence with a successful Bidder, indigenous content shall be as defined under Para 8 to 12 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, GoI website (www.mod.nic.in) for reference and free download.

8. **Year of Production**. Deliverables supplied under the contract should be of latest manufacture i.e manufactured 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.

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9. **Delivery Schedule**. The delivery schedule of equipment and services along with the relevant payment stages is specified at **Annexure III to Appendix H**. (The acceptable range of delivery schedule of the equipment & services along with the requirement of installation, STW and commissioning will be as per the RFP).

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

11. **Warranty**. The deliverables supplied shall carry a warranty for 24 months. Commencement of warranty will be from the date of acceptance post installation/ commissioning and JRI, as at Para 9 above. Warranty Clause is given at **Appendix E** to this RFP.

12. **In Service Life/ Shelf Life**. The In Service/ Shelf Life of the deliverables (as applicable) shall be stipulated in the offer. In case of shelf life, the relevant storage conditions should be clearly specified. The Bidder is required to give details of reliability model, reliability prediction and its validation by designer/manufacturer to ensure reliability of stores throughout Service/ shelf life. The efficacy of reliability model/ prediction/ validation would be verified during technical and environmental evaluation as indicated in Para 30 of this RFP.

13. **Product Support**. The Bidder would be bound by a condition in the contract that he is in a position to provide product support in terms of maintenance, materials and spares for a minimum period of 15 years. Even after the said mandatory period, the Bidder would be bound to give at least two years notice to the Government of India prior to closing the production line so as to enable a Life time 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.

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

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

16. **Training of Crew and Maintenance Personnel**. A training package for training of operators, operator trainers and user maintenance personnel to undertake operation and maintenance of equipment, along with tools and test jigs and training of QA personnel for Quality Assurance of equipment would be required to be carried

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out in English language and Hindi language (if required). This training shall be designed to give the operators and maintainers necessary knowledge and skills to operate & maintain equipment ('O' - Unit Repairs and Field Repairs). The syllabus will be defined by the Bidder in consultation with the Buyer. The maintenance training will be imparted to the satisfaction of the Buyer and Bidder will ensure that the training content and period will be to impart working proficiency up to the required level. All training requirements such as training aids, projection system, complete equipment with accessories/ optionals, technical literature, spares, test equipment/ test set up, charts, training handouts, power point presentations, Computer Based Training (CBT), Documentation, Simulators etc will be catered by the Bidder.

17. The Bidder would provide the following training to the personnel of the Buyer based on agreed terms of contract details of total training duration, number of trainee, batch size, place of training etc to be included as applicable: -

(a) **Operator Training**. Operator training for duration of 02 days for 20 personnel in single batch are to be provided at indicated Buyer premises in Kochi.

(b) **Repair and Maintenance Course**. Maintenance training for 03 days duration for 20 personnel in single batch at indicated Buyer premises in Kochi is to be undertaken for Field level repairs.

(c) The above training should meet the needs of repair & maintenance of the complete equipment, SMTs/STEs, test set up, assemblies/sub-assemblies as per the stipulated repair philosophy.

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

19. It may be further confirmed that all national and international obligations relevant to 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.

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

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

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

Bid Timelines

23. Any queries/clarifications to this RFP may be sent to this office by 27 Dec 23. A copy of the same may also be sent to:-

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Directorate of Special Operations and Diving
Naval Headquarters, Ministry of Defence
Room No. 8, Ground Floor, 'A' Block,
Defense Office Complex,
Africa Avenue, New Delhi-110023.
Tel: 01120862612
Email address: dsod.navy@navy.gov.in

24. **Pre-Bid Meeting**. A pre-bid meeting will be organised by IHQ MoD(N)/ DSOD at 1100 hrs on 10 Jan 24 at Room No. 8, Ground Floor, 'A' Block, Defence Office Complex, Africa Avenue, New Delhi - 110023 to answer any queries or clarify doubts regarding submission of proposals. The Bidder or his authorised representative is requested to attend. Necessary details may be sent a week in advance to Directorate of Special Operations and Diving, Naval Headquarters, Ministry of Defence, to facilitate obtaining of security clearance.

25. **Submission of Bids**. The Technical and Commercial Proposals along with IP and EMD should be sealed separately in three separate envelopes clearly indicating Commercial/Technical/IP and EMD 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 at the address at **Para 23** above by 1200 hours on 28 Feb.24

26. Offer opening by an Offer opening committee will be held at 1500 hrs on 28 Feb 24 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 one week in advance to facilitate obtaining of security clearance.

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27. **Check Off List**. The check off list pertaining to the documents to be submitted along with the techno-commercial bids is placed at **Appendix M** to this RFP.

28. **Glossary**. The glossary of terms used in this RFP is placed at **Appendix N** to this RFP.

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PART II – TECHNICAL REQUIREMENTS

29. The second part of the RFP incorporates the aspects of SQRs describing the technical parameters of the proposed equipment, and the environmental parameters for functioning. The Bidder would be required to offer the equipment for field evaluation on a "No Cost No Commitment" basis.

30. **Operational Characteristics and Features**. The operational characteristics and features that should be met by the equipment are elucidated at **Appendix A** to this RFP and the Compliance Table at **Appendix B** to this RFP.

31. **Technical Offer**. The Technical Offer must enable detailed understanding of the functioning and characteristics of the equipment as a whole and each sub system independently. It must include the performance parameters as listed at **Appendix A** to this RFP and any other information pertaining to the technical specifications of the equipment considered important/ relevant by the Bidder. The technical proposal should also include maintenance schedules to achieve maximum life and expected life of each assembly/ subassembly (or Line Replaceable Unit (LRU)/Shop Replaceable Unit (SRU)), storage conditions/environment condition recommended and the resultant guaranteed in-service/shelf life.

32. 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.

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33. **Technical Details**.

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

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

34. 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. Two copies of the Technical Proposal should be submitted (along with one soft copy), however only one copy of the commercial proposal is required.

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

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36. **Field Evaluation**. The Bidder is requested to confirm his willingness to provide the equipment for trial evaluation in India on "No Cost No Commitment" basis when so requested. The Buyer, at his own expense, will depute its representatives for the Field Evaluation trials (FETs). If any part of the FETs are conducted in the Buyer's facilities, the Bidder shall depute his personnel and equipment at his own expenses and bear the cost of all expenses of trials other than the cost of ranges, platform or facilities which the Buyer may choose to provide free of cost. The Trial Methodology to be followed during FET is placed at **Appendix D** to this RFP for reference.

37. **Product Support (CMC)**. After induction, the equipment/ system would be repaired and maintained as per the repair and maintenance philosophy at **Appendix G** to this RFP. The information on Engineering Support Package that is required to be provided is enclosed at **Appendix G** to this RFP. The details of CMC proposal for **10** years after warranty period of **24** months must be submitted separately by the Bidder with technical aspects being included in the technical offer and commercial aspects being included in the commercial offer.

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

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

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

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

(d) General Engineering items/COTs which can be sourced by stating the relevant standards and item description. (Note. The OEM Part No. /Identification No. of items in addition to bidder assigned part number are also required to be given. To the extent feasible, NATO Stock Number (NSN) be also provided.)

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

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

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

Evaluation of Technical Offers

40. The Technical Offer submitted by the Bidder will be evaluated by a Technical Evaluation Committee (TEC) to confirm that the equipment being offered meets the Essential Parameters as elaborated at **Appendix A** to this RFP. Thereafter, the Bidder of the short listed equipment would be asked to provide the equipment (01 Nos) for trial evaluation as per trial methodology given at **Appendix D** to this RFP, at Buyers premises (Mumbai/ Vizag/ Kochi) on 'No Cost No Commitment' basis.

Field Evaluation Trials

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

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(a) **User Trials**. These will involve functional testing by user of the equipment in specified conditions as per Appendix 'D' and may be done in more than one phase. In case, equipment fielded requires any repairs/ modifications during the course of trials, these in situ servicing, repair, maintenance actions or modifications as requested by the vendor will be permitted. Towards this, Vendors shall ensure availability of requisite maintenance teams/ experts onsite during the conduct of trials. Permission for trial equipment to move out of the trial location for a defined period for such repairs or modifications can be permitted on a case to case basis. In single vendor cases permission for the above may be permitted by the OIC Trials itself.

(b) **Technical Trials**. Technical trials will be conducted as per Appendix 'D' to assess conformance to the Class requirements, standards and specifications. Equipment/assemblies/sub-assemblies will be subjected to environmental tests as per **Appendix A** to this RFP. As far as possible, physical evaluation will only be carried out of critical parameters and other parameters will be evaluated based on vendor certification duly supported by certification by NABL accredited laboratories/ internationally recognised laboratories.

Quality Assurance Instructions & Technical Evaluation Plan

42. Bidder is to submit a draft QAP and Acceptance Test Procedure (ATP) along with the Technical bid or at least one month before commencement of FET, as per the Classification Society instructions and Technical Evaluation Plan. Based on the draft QAP and ATP, the QAP and ATP will be finalised by Directorate of Special Operations and Diving, Naval Headquarters, Ministry of Defence with Bidder during

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Technical Trials. QAP & ATP shall be included in the contract at the time of finalisation with successful bidder. ATP will lay down the tests to be carried out during PDI and JRI. It shall be ensured that there are no repetition of QA/ Class tests in PDI and JRI. The JRI would normally be restricted to quantitative checks only, except where check proof is required to be carried out. In case PDI/JRI are planned to be conducted by authorized Third Party Inspection (TPI) Agencies, the same will be spelt out in the QA instructions and the details included in the finalised ATP. QA of equipment will be carried out as per finalised QA plan in the contract. For technical trials by QA agencies, the Bidder will arrange for requisite test facilities at OEM premises/ accredited laboratories for establishing conformance. The successful Bidder would also be required to provide those test facilities at OEM premises/ accredited laboratories for quality assurance, which are not available with QA agencies. Details of the same will be intimated to the Bidder during finalisation of ATP in Technical trials.

Marking and Packaging

43. **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 or if no such requirement is specified, with the indicated codification number or alternative reference number specified.

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

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

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

45. **Packaging of 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.

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

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

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

(ii) Transit destination/address

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(b) The description and quantity of the deliverables.

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

(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.)

47. **Monitoring of Project Based on Contractual Milestones**. After placement of order, the progress of the project will be monitored by the Buyer for compliance with various activities towards achieving contractual milestones involving delivery/installation/ integration/trials etc. The contractual milestones and Class requirements will be integral part of the contract. In case the project does not proceed as per the indicated timelines for various contractual milestone(s), the Buyer will have the right to invoke Termination of the project. The indicative list of contractual milestones and Class requirements with broad range of timelines (earliest and latest time for completion) for the project is to be indicated in technical bid, as per format below:-

Ser	Milestone	Timeline (To+ Weeks)	Remarks
(a)	Design stage…		
(b)	Fabrication…		

48. The Bidder is to indicate the proposed timelines for the above milestones in the Technical Bid. On conclusion of the Contract, these milestones will be monitored by the Buyer. The Project Monitoring Meeting is to be organized at **03 months** interval. The Bidder shall attend the progress monitoring meetings through its suitably qualified representatives and shall submit progress reports to the Buyer.

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PART III - COMMERCIAL REQUIREMENTS

49. 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.

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

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

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Commercial Bid Opening

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

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

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

Additional Aspects

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

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PART IV: BID EVALUATION AND ACCEPTANCE CRITERIA

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

57. 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.

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

59. **Evaluation and Acceptance Process**.

(a) **Evaluation of Technical Proposals**. The technical proposals forwarded by the Bidders will be evaluated by a Technical Evaluation Committee (TEC). The TEC will examine the extent of variations/differences, if any, in the technical characteristics of the equipment offered by various Bidders with reference to the QRs and prepare a "Compliance Statement" for shortlisting the Bidders. The shortlisted Bidders shall be asked to send the desired units of the equipment/weapon system to India for Field Evaluation in varying climatic, altitude and terrain conditions. Field Evaluation would be conducted for Essential Parameters-A. A Staff Evaluation will be carried out, which will give out the compliance of the demonstrated performance of the equipment vis-à-vis the requirements. The compliance would be determined only on the basis of the parameters specified in the RFP. The Staff Evaluation will analyse the field evaluation results and shortlist the equipment recommended for introduction into service.

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

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

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Appendix 'A'
(Refers to Para 30&31 of RFP)

OPERATIONAL CHARACTERISTICS AND FEATURES

SECTION A – INTRODUCTION

1. **Role**. On-site recompression/ therapeutic treatment up to 75 M depth of a diver with attendant facility.

2. **Main Features**. Portable Two Men Recompression Chamber (RCC) with international mating clamp and integrated Control panel, High Pressure (HP) Air/ O_2 storage bottles, Medical Lock and trolley system for transportability. RCC design to be for occupancy by two person (Diver and Attendant) and access through a hatch. Complete system is to be certified by Class (DNV/ LRS/ IRS) for PVHO and International Marine Contractors Association (IMCA) guidelines. A Recompression Chamber (RCC) is meant for meeting operational roles in harbour/ at sea for undertaking therapeutic recompression in chamber of divers. A Two Men RCC would enable providing recompression facility for divers at offshore locations. The RCC will have integrated Air bank and Oxygen gas bank for provision of air and oxygen supply to the RCC. The RCC will be on one bunk and one chair combination and single entrance provisioned with International mating flange to enable Transfer Under Pressure (TUP) with twin lock chamber.

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SECTION B – DESCRIPTION

3. **Operational Parameters**. The operating parameters are as follows:-

(a) Type of RCC - For use by two men

(b) Number of compartments - Single Lock

(c) Operating depth/ Working pressure - Up to 75 Mtr / 8.5 bar

(d) Pressurization system - Dual system

(e) Stretcher - Mechanical sliding type.

(f) View ports - Two Circular (NLT 6" diameter)

(g) International standard mating clamp (Class certified) for Transfer Under Pressure (TUP) of patient to Twin Lock Recompression Chambers.

(h) Two Air HP Cylinders (Nominal Capacity – 10 Ltrs, Pressure 300 bars) and Two Oxygen Cylinders (Capacity -10 Ltrs, Pressure – 200 bars) integrated with the Chamber.

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(j) Four Air HP Cylinders (Nominal Capacity – 50 Ltrs, Pressure 300 bars) and Two Oxygen Cylinders (Capacity -50 Ltrs, Pressure – 200 bars) on separate quad facility with wheels.

4. **Command and Control**. Chamber mounted panel along with valves to facilitate the control of Air/ O_2 supply to the BIBS. Panel to have following:-

(a) Chamber communication panel.

(b) CCTV system including internal camera and TV monitor.

(c) Depth gauges for internal depth and Air supply pressure gauges to monitor Air and Oxygen pressure in the before entering chamber.

(d) Digital analyzers with CO_2 and O_2 sensors for controlling content with visual and acoustic alarm and provision of pressure relief valves.

5. **Technical Parameters**. The RCC will constitute following facilities installed on the RCC or its integrated control panel to enable proper function up to maximum operating depth :-

(a) Three O_2 Build in Breathing System (BIBS) with overboard dumping of exhaust and on demand supply with external manual flow regulation.

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(b) Depth gauges (Caisson type) for internal depth.

(c) Temperature and humidity monitors.

(d) Digital Waterproof stop watch and Count down timer (Two each).

(e) Hyperbaric internal LED light and Lighting on/ off switch.

(f) Medical lock (Bayonet type) with internal and external door valve with safety interlocks to prevent opening of external door whilst under pressure.

(g) Battery backup system to cater for complete operational load of sensors, lights, scrubbers for minimum duration of 180 minutes.

(h) Emergency sound powered telephone.

(j) Air transportable facility including adjustable 3 point lifting slings.

(k) Emergency battery supply for light with 04 hours battery backup

(l) Electrical operated CO_2 scrubber system.

(m) Equalization facility between main chamber and medical lock.

(n) Hyperbaric Extinguisher (5 Ltr capacity) mounted inside the chamber

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(p) Communication System (Primary Mode)

(q) Sound Power Telephone (Secondary Mode)

(r) Trolley with transport wheels, locking device, shock absorption and adjustment facility for alignment during TUP operation.

(s) One each of flexible HP Air connection and Oxygen (O_2) connection hoses (length 05 Mtrs)

6. **Maintainability and Ergonomic Parameters**. It should include following:-

(a) Stretcher with mattress (Fire retardant) for patient with securing straps.

(b) Collapsible fire retardant seat (Fold down and backrest) for attendant

(c) Medical lock with safety interlock device

(d) Internal lighting system with on/off and dimming controller switch.

(e) Integrated Control Panel including TV monitor, gauge, communication, flow meter, regulator at human eye level.

(f) Silencer on each exhaust hose.

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SECTION C – MAINTENANCE AND OPERATIBILTY

7. **Reliability**. Designed for continuous operation for minimum 04 hours with higher levels of reliability, for daily operations. System is to have in built well defined redundancies and tools for predictive/ reliability centric maintenance.

8. **Maintenance Philosophy**. *IN* Maintenance philosophy, levels of maintenance, requirement of Test equipment and MRLS (OBS, B & D) would be specified in RFP. Details of warranty, training and CMC requirement would also be specified. Provision of following information to facilitate Ranging and Scaling for B & D spares to be required:-

(a) Mean Time Between Failures (MTBF).

(b) Whether COTS or OEM manufactured equipment.

(c) Turnaround time for repairs

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9. Crew, Maintenance and Training.

(a) The System should be capable of being operated by newly trained personnel with no prior technical background and they be able to undertake operator level/ unit level maintenance.

(b) Advanced level/ breakdown maintenance will be through Comprehensive Annual Maintenance Contract (CMC) with OEM.

(c) It should have a reliable and efficient Operator level and Depot level maintenance system, involving minimum crew.

10. Maintainability. To be designed for ease of maintenance in the operational conditions and also to reduce preventive and corrective maintenance requirements. The Mean Time to Repair (MTTR) of the equipment at system level for a single fault during operation should be less than one hour. The maximum repair time during mission for multiple faults should not exceed four hours. It should be possible to locate the defective component in the system. The fault location should be possible either by visual indications and/ or by test programs executed and monitored from the system control panel/ locally. It should provide for important test and monitoring points on the front edge of all the segments for enabling testing in-situ. The following maintenance aspects shall be addressed at design level:-

(a) Single component failure should not cascade into system failure.

(b) System shall consist of Line replaceable units (LPU) for easy and quick replacement of subsystems in field conditions rather than component level replacement.

(c) Panels/ access points shall be located for ease of operation/ opening/ closing/ access.

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SECTION D – ENVIRONMENTAL AND QUALITY STANDARDS

11. **Environmental Parameters**. It should be able to withstand tropical and marine environmental conditions and therefore be compliant to Environmental tests (ETs) in accordance with JSS 55555:2012 (Rev 3).

12. **Environmental Conditions**. It should be capable of operating under the following Environmental Conditions:-

(a) **Ambient Temperature Range**. -10 ºC to 45º C

(b) **Shock**. Shock: NSS Grade –I, Severity 120 g, 8 ms (vertical) and 70 g, 8 ms (lateral).

13. **EMI/ EMC Standards**. MIL STD 461G or equivalent.

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14. **Other Quality Parameters**. Mean Time Between Failure (MTBF) and Mean Time to Repair (MTTR) respectively of at least 1000 hours of MTBF and less than 5 hours for MTTR.

15. **Standards/ Certification**

Ser	Criteria	Standard
(a)	Certification	ASME VIII DIV. 1 and ASME PVHO-1, 2019
(b)	Certification Authority	DNV/ LRS/ IRS/ Equivalent
(c)	Depth Rating	75 MSW
(d)	Relief Valve	Set at 80 MSW
(e)	Test Pressure	1.5 times of working pressure
(f)	Material of Construction	Duplex Stainless Steel/ PVHO compliant material grade/ Aluminium
(g)	Design Temperature	Up to 50^0 Celsius
(h)	View Ports	2x NLT 6" compliant to ASME PVHO-1, 2019
(j)	Lift Eye	Heavy duty 02 –corner top lifting lugs (ISO or EN 12079 lifting eye standards)
(k)	Flange Type	NATO STANAG rotating male connection.
(l)	Pressure gauges	EN 837-1 compliant
(m)	Chamber Finish	(i) As per PVHO guidelines, Non toxic (ii) Milky white Fire retardant paint for inside and outside surface. (ii) Static dissipative floor plate.
(n)	Tubing	SS and Tungam

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Appendix 'B'
(Refers to Para 30 of RFP)

COMPLIANCE TABLE

For: Two Men Recompression Chamber (RCC)

Ser	Requirement as per the RFP	Compliance/ Partial Compliance	Indicate references of Paras/Sub Paras of the Main Technical Document
General Conditions of RFP (Para to)			
Technical Parameters as per Appendix A			
	Operational and Technical parameters as per Appendix A		
Commercial Parameters as per RFP			
	Performance-cum-Warranty Bank Guarantee as per Para of RFP		
	Advance Payment Bank Guarantee as per Para of RFP		
	Performance-cum-Warranty Bank Guarantee for CMC		

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Appendix 'C'
(Refers to Para 30&31 of RFP)

SCHEDULE OF REQUIREMENT (SOR)

1. **Introduction**. 14 (Fourteen) in number of Two Men Recompression Chamber (RCC) with all accessories are to be delivered and commissioned within 24 months of signing of contract at the designated places, listed at Para 4 below.

2. **Roles**. Two Men RCC is envisaged to be used for providing recompression facility for divers up to 75 mtrs of depth at sea and inland waters. The operational characteristics required for the Two Men RCC are provided at Appendix 'A' of the RFP.

3. **Consignee**. Ultimate Consignee is Material Superintendent/ Controller Warehousing (CWH), where the equipment will be based for Indian Navy/ Army as per Para 4 below. For RCCs of Army (04), AF SOD (01) and INDT (01), Material Organisation/ CWH, Ghatkopar, Mumbai will be the ultimate consignee. The items would thereafter be dispatched to user units, as per Para 4 below, after conduct of JRI, Acceptance test, trials and Training.

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4. **User Location**. The equipment will be located at the following premises of Indian Navy/ Indian Army:-

Ser	Unit/ Establishment	Location of Navy / Army Base	No. of RCC
(a)	Headquarters, Southern Naval Command /Diving School and Command Clearance Diving Team (Kochi)	Kochi	02 (01 each)
(b)	Headquarters, Eastern Naval Command / Command Clearance Diving Team (Vizag) and INS Karna	Vizag	02 (01 each)
(c)	Headquarters, Western Naval Command / Command Clearance Diving Team (Mbi), INS Abhimanyu and Clearance Diving Unit (Karwar)	Mumbai Karwar	03 (01 each)
(d)	Headquarters, Andaman & Nicobar Command / Clearance Diving Unit	Port Blair	01
(e)	IHQ MOD(Navy) / INDT (Delhi)	New Delhi	01
(f)	AF SOD	Bangalore	01

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(g)	Indian Army – 01xSFTS 03 x Parachute (SF) Bn		Bakloh (HP), Udhampur (J&K), Jaipur (Rajasthan) Misamari (Assam)	04 (01 each)
Total				14 (Fourteen)

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Appendix 'D'
(Refers to Para 36 of RFP)

ACCEPTANCE, TESTS AND TRIALS METHODOLOGY – TWO MEN RCC

Ser	Operational Characteristic/ Features	Compliance/ Non Compliance	
		Mode	Remark
1. Operational Parameters.			
(a)	Type of RCC - For use by two men	Demonstration	
(b)	Number of compartments - Single Lock	Demonstration	
(c)	Operating depth/ Working pressure - Up to 75 Mtr / 8.5 bar	Demonstration	
(d)	Pressurization system - Dual system	Demonstration	
(e)	Stretcher - Mechanical sliding type.	Demonstration	
(f)	View ports -Two Circular (NLT 6" diameter)	Demonstration	
(g)	International standard mating clamp (Class certified) for Transfer Under Pressure (TUP) of patient to Twin Lock Recompression Chambers.	Documentation	
(h)	Two Air HP Cylinders (Nominal Capacity – 10 Ltrs, Pressure 300 bars) and Two Oxygen Cylinders (Capacity -10 Ltrs, Pressure–200bars) integrated with Chamber.	Demonstration/ Certification	
(j)	Four Air HP Cylinders (Nominal Capacity – 50 Ltrs, Pressure 300 bars) and Two Oxygen Cylinders (Capacity - 50 Ltrs, Pressure – 200 bars) on separate quad facility with wheels.	Documentation	
2. **Command and Control.** Chamber mounted panel along with valves to facilitate the control of Air/ O_2 supply to the BIBS. Panel to have following:-			
(a)	Chamber communication panel.	Documentation and Demonstration	
(b)	CCTV system including internal camera and TV monitor.		
(c)	Depth gauges for internal depth and Air supply pressure gauges to monitor Air and Oxygen pressure in the before entering chamber.		
(d)	Digital analyzers with CO_2 and O_2 sensors for controlling content with visual and acoustic alarm and provision of pressure relief valves		
3. **Technical Parameters**. The RCC will constitute following facilities installed on the RCC or its integrated control panel to enable proper function up to maximum operating depth :-			
(a)	03 O_2 Build in Breathing System (BIBS) with	Documentation	

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	overboard dumping of exhaust and on demand supply with external manual flow regulation.	/ Demonstration	
(b)	Depth gauges (Caisson type) for internal depth.	Documentation /Demonstration	
(c)	Temperature and humidity monitors.	Demonstration	
(d)	Digital Waterproof stop watch and Count down timer (Two each).	Demonstration	
(e)	Hyperbaric internal LED light and Lighting on/ off switch.	Documentation /Demonstration	
(f)	Medical lock (Bayonet type) with internal and external door valve with safety interlocks to prevent opening of external door whilst under pressure.	Demonstration	
(g)	Battery backup system to cater for complete operational load of sensors, lights, scrubbers for minimum duration of 180 minutes.	Documentation /Demonstration	
(h)	Emergency sound powered telephone.	Demonstration	
(j)	Air transportable facility including adjustable three point lifting slings.	Demonstration	
(k)	Emergency battery supply for light with four hours battery backup	Demonstration	
(l)	Electrical operated CO_2 scrubber system	Demonstration	
(m)	Equalization facility between main chamber and medical lock.	Demonstration	
(n)	Hyperbaric Extinguisher (5 Ltr capacity) mounted inside the chamber	Demonstration	
(p)	Communication System (Primary Mode)	Demonstration	
(q)	Sound Power Telephone (Secondary Mode)	Demonstration	
(r)	Trolley with transport wheels, locking device, shock absorption and adjustment facility for alignment during TUP operation.	Demonstration	
(s)	One each of flexible HP Air connection and Oxygen (O_2) connection hoses (length 05 Mtrs)	Documentation	
4.	**Maintainability and Ergonomic Parameters**.	It should include following:-	
(a)	Stretcher with mattress (Fire retardant) for patient with securing straps.	Demonstration	
(b)	Collapsible fire retardant seat (Fold down and backrest) for attendant	Demonstration	
(c)	Medical lock with safety interlock device	Demonstration	
(d)	Internal lighting system with on/off and dimming controller switch.	Demonstration	
(e)	Integrated Control Panel including TV monitor, gauge, communication, flow meter, regulator at human eye level.	Demonstration	
(f)	Silencer on each exhaust hose.	Demonstration	

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5.	**Reliability**.		
(a)	Designed for continuous operation for minimum 04 hours with higher levels of reliability, for daily operations. System is to have in built well defined redundancies and tools for predictive/ reliability centric maintenance.	Demonstration	
6.	**Maintenance Philosophy**. *IN* Maintenance philosophy, levels of maintenance, requirement of Test equipment and MRLS (OBS, B & D) would be specified in RFP. Details of warranty, training and CMC requirement would also be specified. The provision of following information to facilitate Ranging and Scaling for B & D spares to be required:-		
(a)	Mean Time Between Failures (MTBF).	Documentation	
(b)	Whether COTS or OEM manufactured equipment.	Documentation	
(c)	Turnaround time for repairs	Documentation	
7.	**Crew, Maintenance and Training**.		
(a)	The System should be capable of being operated by newly trained personnel with no prior technical background and they be able to undertake operator level/ unit level maintenance.	Documentation	
(b)	Advanced level/ breakdown maintenance will be through Comprehensive Annual Maintenance Contract (CMC) with OEM.	Documentation	
(c)	It should have a reliable and efficient Operator level and Depot level maintenance system, involving minimum crew.	Documentation	
8.	**Environmental Parameters**.		
(a)	It should be able to withstand tropical and marine environmental conditions and therefore be compliant to Environmental tests (ETs) in accordance with JSS 55555:2012 (Rev 3).	Documentation	
9.	**Environmental Conditions.** It should be capable of operating under the following Environmental Conditions:-		
(a)	**Ambient Temperature Range**. -10 ^{0}C to 45^{0} C	Documentation	
(b)	**Shock**. Shock: NSS Grade –I, Severity 120 g, 8 ms (vertical) and 70 g, 8 ms (lateral).	Documentation	
10.	**EMI/ EMC Standards**		
(a)	MIL STD 461G or equivalent	Documentation	
11.	**Other Quality Parameters**		
	Mean Time Between Failure (MTBF) and Mean Time to Repair (MTTR) respectively of at least 1000 hours of MTBF and less than 5 hours for MTTR	Documentation	

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12.	Standards/ Certification	
(a)	Certification - ASME VIII DIV. 1 and ASME PVHO-1, 2019	Documentation / Certification
(b)	Certification Authority - DNV/ LRS/ IRS/ Equivalent	Documentation / Certification
(c)	Depth Rating - 75 MSW	Demonstration/ Certification
(d)	Relief Valve - Set at 80 MSW	Demonstration/ Certification
(e)	Test Pressure - 1.5 times of working pressure	Demonstration
(f)	Material of Construction - Duplex Stainless Steel/ PVHO compliant material grade/ Aluminium	Documentation
(g)	Design Temperature - Up to 50⁰ Celsius	Documentation
(h)	View Ports - 2x NLT 6" compliant to ASME PVHO-1, 2019	Documentation /Demonstration
(j)	Lift Eye - Heavy duty 02 – corner top lifting lugs (ISO or EN 12079 lifting eye standards)	Documentation
(k)	Flange Type- NATO STANAG rotating male connection.	Documentation
(l)	Pressure gauges - EN 837-1 compliant	Documentation Demonstration
(m)	**Chamber Finish -** **(i) As per PVHO guidelines, Non toxic** **(ii) Milky white Fire retardant paint for inside and outside surface.** (ii) Static dissipative floor plate.	Documentation
(n)	Tubing - SS and Tungam	Documentation

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Appendix 'E'
(Refers to Para 11 of RFP)

WARRANTY CLAUSE

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

2. The SELLER warrants for a period of 24 months from the date of acceptance of deliverables post Joint Receipt Inspection that the goods/stores/services supplied under this contract and each component used in the manufacture thereof should be free from all types of defects/failures (including latent and patent defects).

3. If within the period of warranty, the goods/stores are reported by the BUYER to have failed to perform as per the specifications, the SELLER shall either replace or rectify the same free of charge, maximum within 15 days of notification of such defect by the BUYER provided that the goods are used and maintained by the BUYER as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by user in log book. Spares and all consumables required for warranty repairs shall be provided free of cost by SELLER. The SELLER also warrants that the special oils and lubricants required for the warranty repair of the equipment shall be provided by the SELLER himself. All activities including diagnosis, rectification, calibration, transportation etc, required for making equipment serviceable and available would be the SELLER's responsibility. The SELLER also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the BUYER and the SELLER. The SELLER shall intimate the assignable cause of the failures.

4. SELLER hereby warrants that necessary service and repair backup during the warranty period, including routine maintenance beyond Unit Level, shall be provided by the SELLER and he will ensure that the cumulative downtime period for the equipment does not exceed **30 days** of the warranty period.

5. If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds **10 %** of the warranty period or a common defect is noticed in more than **20 %** of the quantity of goods with respect to a particular item/component/sub-component, that complete item/equipment shall be replaced free of cost by the SELLER within a stipulated period of **15 days** of receipt of the notification from the BUYER duly modified/upgraded through design improvement in all equipment supplied/yet to be supplied and ESP supplied/yet to be supplied.

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

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7. In case the complete delivery of the Engineering Support Package is delayed beyond the period stipulated in this contract, then the SELLER undertakes that the warranty period for the goods/stores shall be extended to that extent.

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

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Appendix 'F'
(Refers to Para 35 of RFP)

CERTIFICATE: MALICIOUS CODE

(To be rendered on the Company Letter head)

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

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

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

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

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

(Signed)

Designation/Name/Address of firm

Date:

Place :

Appendix 'G'
(Refers to Para 37,38
of RFP)

PRODUCT SUPPORT

1. Maintenance Philosophy. Maintenance of the equipment is structured on different levels. The Maintenance philosophy is categorised into 'O' level as under:-

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

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

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

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

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

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

(ab) Additional Special Maintenance Tools and Test Equipment needed for each user location.

2. To sustain and support equipment through its operational life-cycle, Product Support requirements for at least **10 years** beyond the warranty period to be procured along with the main equipment. The equipment be provided product support through Comprehensive Maintenance Contract (CMC)

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3. **Technical Documentation**. The Bidder will be required to provide the technical literature preferably in IETM (Interactive Electronic Training Manuals) Level 4 format or higher. The details of Technical literature to be supplied with the system should be listed as per format placed at **Annexure I to this Appendix G**. This should be provided with both Technical and Commercial proposals. An illustrated list of documents which may be submitted by the Seller is as under:-

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

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

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

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

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

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

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

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

(d) Complete Equipment Schedule.

(e) Repair and Servicing schedule.

(f) Design Specifications.

(g) Technical Manual on STE with drawing references.

(h) (Condemnation limits.

(j) Packing specifications /instructions.

(k) Any additional information suggested by the OEM.

4. **Training**. A training package for operators, operator trainers and maintenance personnel to undertake operation and maintenance of equipment (level 1 to 2 or 'O') and QA personnel for QA of equipment as stipulated in respective contract, along with tools and test jigs training would be required to be carried out in

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English or Hindi language. Requirements such as training aids, projection system, complete equipment with accessories, technical literature, spares, test equipment, test set up, charts, training handouts, power point presentations, Computer Based Training (CBT), Documentation, Simulators etc will be provided by the Seller for the conduct of training. Training should preferably be conducted before the induction of the equipment. The Seller will provide the Operator and Maintenance & Repair training, for the duration, strength and locations specified in the RFP and Contract. The following are to be noted:-

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

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

(c) Sufficiency clause in terms of installation material and spares should also be included.

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5. **Comprehensive Maintenance Contracts (CMC)**. Comprehensive Maintenance Contracts are to be concluded for 10 years beyond warranty period, to undertake maintenance/ CMC services at the places of user location for each RCC as per Appendix 'C'. The scope of CMC will include provisioning of spares, tools and equipment as required for maintenance and repair of the equipment. In this arrangement, the OEM will ensure that the down time of the equipment does not exceed 30 days within a period of 12 months. CMC will include all corrective and preventive maintenance of the systems, equipment and machinery in satisfactory working order and 'Planned Preventive Maintenance' (PPM), repairs, servicing, calibration, replacement of defective parts, sub-assemblies, equipment, preservation /de-preservation, pressure testing as applicable. All equipment supplied under the proposed contract will be maintained on site by the Seller. CMC will ensure performance of the equipment in the range and accuracies as set in equipment Technical Manual. An equipment repair Log book will be maintained to keep a record of the equipment down time during defect rectification. The scope of work would also involve the following and as elaborated at **Annexure III to Appendix G**:-

(a) **Preventive Maintenance**. The maintenance of the equipment is to be carried out by the Seller at the Buyer premises. The equipment will be maintained as per the OEM specified maintenance schedules and equipment manuals. However, the number of visits by the supplier to the customer premises should be at least once a quarter or as agreed to in the contract. The preventive maintenance team visiting the unit should be composite and possess sufficient expertise and spares to carry out preventive maintenance activities and resolve any pending unserviceability issues of the equipment.

(b) **Breakdown Maintenance**. In addition to preventive maintenance, the supplier will also be responsible to undertake breakdown maintenance of the equipment. Defects on the equipment as and when observed, will be intimated to the Seller by telephone/ fax. The Seller will depute a team for undertaking repairs of the equipment within two working days from the reporting of the defect, in order to make the equipment

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operational. The supplier will need to diagnose, test, adjust, calibrate and repair / replace the goods/equipment during the CMC period. However, defective hard disks, strong devices, if any, of the equipment, will not be returned to the supplier and would be retained for destruction / safe custody. The downtime of the equipment will commence from the time a defect is reported by the user and the log of the same would be maintained.

(c) **Calibration**. Periodic inspection and calibration services as set forth in the equipment manual shall be provided by the supplier, to ensure operational availability of the equipment. Requisite certificates may be rendered whenever major repairs/maintenance on equipment is undertaken.

(d) **Spares**. Supply of all parts (spares sourced from the OEM/OEM authorized vendor), including consumables, if any and material required for the optimal performance of the equipment as per the designed specifications mentioned in the equipment manual would be the responsibility of the Seller.

(e) **Software**. The supplier will provide support for maintenance of the software(s) during the period of CMC and would include the following:-

(i) Upgrades, patches, fixes to the OS and the Application software.

(ii) Back-up and restoration of software, as and when required.

(iii) No malware certificate.

(iv) Version of the software and IV & V (Independent verification and validation) certificate as per the applicable CMM Level, depending on the criticality of the equipment.

(v) Method of checking the health of the software and debugging methods.

(f) **Obsolescence Management**. The obsolescence management for the equipment delivered under the scope of contract would form part of CMC Services. The obsolescence management will include providing "Form, Fit and Function" replacement of any system/sub system rendered obsolete during the period of CMC.

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Annexure I to Appendix 'G'
(Refers to Para 3 of Appendix G)

TECHNICAL LITERATURE

EQUIPMENT: OEM:

Ser	Technical Literature	Unit Cost	Scale For equipment (Qty 14)	Total Cost	Remarks
1.	User Handbook/operators Manual				
2.	Design Specifications				
3.	Technical Manual. (a) Part I. Tech description, specifications, functioning of various Systems. (b) Part II. Inspection/ Maintenance tasks, Repair procedures, materials used, fault diagnosis and use of Special Maintenance Tools (SMTs)/Special Test Equipment (STEs). (c) Part III. Procedure assembly/disassembly, repair up to component level, safety precautions. (d) Part IV. (i) Part list with drawing reference (ii)List of SMTs/STEs with Test Bench				
4.	Technical Manual on STE with drawing reference.				
5.	CDs on the above Tech literature				
6.	Any other(specify)				
	Total Cost				

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Note:

(i) In case any additional equipment is used their tech literature will be included.

(ii) If certain technical literature is being provided free of cost it should be indicated in the remarks column.

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Annexure II to Appendix 'G'
(Refers to Para 4 of Appendix G)

TRAINING AGGREGATES

EQUIPMENT: OEM

Ser	Description of Training Aggregate	Scale for (qty) Eqpt	Unit Cost	Total cost	Remarks
1.	Computer based training package Based on interactive multimedia to include (a) Full graphics, animation, text and sound (b) Symptoms-fault correlation (expert system).	14 sets			
2.	Training Aids to include (a) Slides (b) Training Brochures (c) Training Work models (d) Blow up diagram (e) (f) Video films	14 sets			
3.	Cost of training as per Para 16 and 17 of RFP:- (a) **Operators** - 02 days for 20 Personnel (b) **Technicians** -03 days for 20 personnel				
4.	Any other				
	Total Cost				

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Annexure III to Appendix 'G'
(Refers to Para 5 of Appendix G)

COMPREHENSIVE MAINTENANCE CONTRACT (CMC) FOR TEN (10) YEARS

1. The aim of CMC by the SELLERS is to provide technical services including spares/ expertise/ support and consultancy services on round the clock basis for **Two Men Recompression Chamber** supplied under this contract .

2. **Maintenance Management Function**. The Maintenance Team of the SELLER shall visit the locations as per the routine maintenance schedule or preventive maintenance requirements and carry out necessary maintenance activities. Indian Navy/ Indian Army personnel shall not carry out any major maintenance which requires special assistance or tools on the equipment without the consent of the SELLER.

3. **SELLER Scope of Supply and Work for CMC**. The scope for CMC by the SELLER will include the following:-

(a) Deployment of Maintenance Team(s) as per the routine maintenance plan.

(b) Deployment of Specialist Team for preventive maintenance of Two Men Recompression Chamber.

(c) Supply of Spares for routine and preventive maintenance of the equipment (Software and Hardware).

(d) On call assistance (in cases where physical presence of engineer may not be required) for generic fault identification/ rectification.

(e) Supply of Breakdown Spares and repair services.

(f) Co-ordination with Indian Navy/ Indian Army for system/ equipment for maintenance activities.

(g) Adherence to all safety guidelines for the above maintenance services.

(h) Standard Tool Kits shall be available with the SELLER's Maintenance Team.

(j) Transportation of Special Tools Kit to locations on returnable basis and sending back after completion/ rectification of problem.

(k) The SELLER shall undertake maintenance and repair of the Two Men Recompression Chamber at location specified at Appendix 'C' of this RFP.

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4. The exclusions from the CMC are mentioned below:-

(a) Carrying out any modification/ changes in the system after acceptance or handing over of the system.

(b) Renewal/ obtaining any statutory approvals from Govt authorities after acceptance or handing over the system.

(c) Any defects arising out of any unauthorised access or maintenance by *IN* personnel without the consent/ clearance of SELLER's Maintenance Team.

5. **BUYER'S Scope of Supplies and Work for CMC**. BUYER shall be responsible for the following:-

(a) Monitoring, Inspection and for proper operation and maintenance.

(b) Adherence to all personnel and equipment safety guidelines as per supplier documentation.

(c) Issuance of End User Certificate in case of any import of spares, as required.

(d) Permission to work beyond working hours as required for completing the activity.

6. Terms and conditions of CMC are as follows:-

(a) The CMC shall be for the period of 10 (Ten) years post Warranty Period.

(b) The BUYER can depute their personnel to be attached with the SELLER'S Maintenance Team during the maintenance/ repair activities.

(c) Equipment Spares and consumable spares and all breakdown spares shall be covered under CMC.

(d) SELLER shall only use authorised/ standard spares parts for repairing. However, in case of obsolescence, alternate solutions/ spares may be used for repairing of the equipment.

(e) To ensure timely repairs, the SELLER shall stock adequate quantities of spares at India in order to carry out repair by replacement.

(f) Adequately qualified, skilled and experienced personnel shall be deployed for the performance of the Contract. SELLER shall impart Technical and safety training to personnel after full mobilisation of team.

(g) The SELLER would be required to provide product support through their network of qualified technical engineers.

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(h) Routine maintenance, preventive maintenance and breakdown maintenance (software and hardware) has to be provided by physical attendance at site by the engineers from the SELLER.

(j) All spares, components, sub-assemblies and manpower etc required for carrying out defect rectification should be provided by the SELLER under CMC at no extra cost to the Indian Navy/ Indian Army.

(k) Any defect shall be attended at user location within 05 working days of the defect being reported by the User by email/ telephone.

(l) The maximum permissible down time is cumulative period of 30 days within a period of 12 months. The year wise calculation will commence from the date of commencement of the CMC.

(m) For cases where urgent repairs ('O' Level maintenance) would be required to be undertaken by user, Ready use (RU) CMC spares would be used. SELLER is to provide adequate stock of Ready Use (RU) CMC spares at all user locations to ensure minimum down time of the equipment.

(n) Only in exceptional circumstances, spares from the OBS held with the BUYER may be used for Defect Rectification (DR) by the SELLER during CMC. In such a case, OBS used by the CMC engineers for undertaking the repair are to be replenished free of cost by the SELLER within 07 days from the date of issue of spares to the SELLER.

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Appendix 'H'
(Refers to Para 50 of RFP)

COMMERCIAL CLAUSES

1. **Payment Terms**

1.1. **INCOTERMS for Delivery**

1.1.1. The delivery of Two men RCCs will be based on DDP INCOTERMS-2020 with ultimate consignee as Material Organisation, Ghatkopar, Mumbai – 08 (03 for *IN*, 04 for *IA, 01 for AF SOD*), Material Organisation, Vizag – 02, Material Organisation, Kochi – 02, Material Organisation, Karwar – 01, Material Organisation, Port Blair – 01.

1.2 **Currency of Payment**. The bidders (OEM) should submit their bids in Indian Rupees (INR)

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

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

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

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) (**Annexure I to this Appendix H**), Total Contract Price including taxes and duties is to be considered.

1.3.4. For orders with CMC, an additional Performance Bank Guarantee (PBG) is to be submitted by the Bidder for which the Total Price of CMC for contracted duration will be considered.

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

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1.3.5.1 Indian Bidder. The Bank Guarantee(s) shall be from any Indian Public or Private Scheduled Commercial Bank which is authorised by RBI for government transactions.

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

1.4.1 **Advance Payment**. **Fifteen (15) %** of the Base Contract Price shall be paid within thirty (30) days through Direct bank Transfer (DBT) upon submission of claim and a Bank Guarantee (BG) for the equivalent amount, subject to correction and acceptability of the documents submitted. The prescribed format of the Advance Payment Bank Guarantee (APBG) is placed at **Annexure IV to Appendix H**. The Advance Payment Bank Guarantee (APBG) will deemed to be proportionately and automatically reduced until full extinction along with and prorate to value of each delivery, as evidenced by corresponding copy of document proving delivery and invoices of goods/services supplied/provided. The date of delivery would be reckoned from the date of release of Advance payment by the Buyer to the Seller (T_0), provided the SELLER submits the documents mandated by the DAP for release of advance by the Buyer within 45 days of signing of Contract. In the event of the Seller not submitting the said documents within 45 days of signing of contract, the period between the 45th day and actual submission of documents will be excluded from the actual date of advance payment to arrive at a delivery date. In case, no advance is to be paid, the date for reckoning date of delivery would be the date of signing of contract. This clause will not be applicable in cases wherein Advance payment is released after FOPM is successfully validated. In such cases, date of accord of Bulk Production clearance will be date for reckoning date of delivery.

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1.4.2 **Stage-wise Payments**

1.4.2.1 The payments will be done in stages as per **Annexure III to Appendix H.**

1.4.2.2 For stages mentioned at **Annexure III to Appendix H**, payments will be released based upon the Completion certificate for all activities mentioned therein given by Buyer's representative.

1.4.3 **On Final Acceptance**. The **remaining payment of deliverables including taxes (excluding CMC)** shall be paid within thirty (30) days of submission of the Acceptance Certificate & Certified Receipt Voucher (CRV) issued by the Buyer and other relevant documents as mentioned above for final payment, but such payments will be subject to the deductions of such amounts as the Seller may be liable to pay under the agreed terms of the Contract. The concerned PCDA/CDA will release the payment through Cheque/ NEFT.

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1.4.4 **CMC Payments**. Annually payments will be made by PCDA/CDA on submission of User clearance certificate through issue of cheque/ECS. The stage payment for the CMC is appended at **Annexure III to Appendix H**.

1.4.5 **Part-Dispatch/ Part-Shipment**. Part-dispatch or part-shipment of goods is permitted in **maximum four lots** and corresponding payment will be released to the Seller on Prorata basis. However, where permitted, the minimum quantity for using this facility on each occasion will not be less than **two**.

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.

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 V to this Appendix H**.

2. **Performance-cum-Warranty Bank Guarantee Clause**. A performance-cum-Warranty Bank Guarantee (PWBG) of **5 %** of value of the Total Contract Price including taxes and duties would be furnished by the Bidder in the form of a Bank Guarantee to sequentially act as performance Bank guarantee till the delivery and as Warranty Bank Guarantee on delivery. The PWPG 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 I to this Appendix H**.

3. **Performance Bank Guarantee for CMC**. The Bidder will be required to furnish Performance Guarantee by the way of Bank Guarantee of a sum equal to **5 %** of the Total Price of CMC for contracted duration prior to expiry/return of the PWBG of the Main Contract . Performance Bank Guarantee should be valid for 03 months beyond the period of the AMC/CMC. The format of Performance Bank Guarantee is to be as per **Annexure I to Appendix H**.

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

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Buyer' expense. In case of rejection of Goods during PDI, re-PDI will be undertaken at Bidder's premises at Buyer's sole discretion. All expenses including transportation and accommodation of Buyer's PDI team will be borne by the Bidder. Towards this, the expenses towards transportation and accommodation of Buyer's PDI team will be initially done by the Buyer and subsequently reimbursed by the Bidder either by remittance or by recovery from the Balance Payment/PWBG. In the event of a failed PDI, the Bidder shall consult the Buyer for rescheduling re-PDI. In case of JRI, the representative of the Seller may be present for inspection after the equipment reaches the concerned destination. The Seller would be informed of the date for JRI.

5. **Liquidated Damages (LD).** In the event of the Bidder's failure to submit the Documents, supply the stores/ goods, perform services, conduct trials, installation of equipment, training and MET as per schedule specified in this contract, the BUYER may, at his discretion withhold cost of the specific lot/ batch or 1% of the Project cost, whichever is higher, until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of **1/100** of the **delay percentage** {Delay percentage = (Period of Delay in Delivery in Weeks) x 100 / (Delivery Period in weeks as per contract)} of the Base Contract Price of the delayed/ undelivered stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than **10%** of the contract price of the value of delayed stores/ services.

6. **Payment Deductions and Damages for Shortfalls in CMC**. In case the cumulative downtime exceeds **30 days in the Year**, payment will be deducted. The total downtime will be calculated at the end of the Year and payments will be deducted. The total payments to be deducted will be calculated as follows:-

(a) Payments would be deducted on pro-rate basis for the duration, by which cumulative downtime exceeds 30 (working days), as follows:-

(i) Per year CMC = 'X1'

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

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

(b) (In addition, damages would be deducted to the sum of 0.1% of the per annum CMC cost per day, for the duration, by which cumulative downtime exceeds the maximum permissible cumulative downtime per quarter/half-year/year, subject to the maximum value of this damages not being higher than 5% of the annual CMC cost.

7. **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

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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 II to this Appendix H**.

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Annexure I to Appendix 'H'
(Refer to Para 1.3.3 and 3 of Appendix H)

BANK GUARANTEE FORMAT FOR PERFORMANCE-CUM-WARRANTY

To

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

Dear Sir,

1. Whereas President of India represented by the _____ Ministry of _____, Government of India (hereinafter referred to as BUYER) have entered into a Contract No. _____dated _____ (hereinafter referred to as the said Contract) with M/s. _____ (hereinafter referred to as the SELLER) for supply of goods as per Contract to the said BUYER and whereas the SELLER has undertaken to produce a bank guarantee amounting to Rs/ US $/Euro/PS £/Yen/AUD/SGD _____ which is **5 %** of the Total Contract Price (including taxes and duties) to cover is **5 %** 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 { is **5 %** of Total Contract Price (including taxes and duties)} _____Rupees/ US$/ Euro/ PS £/ Yen/ AUD/ SGD only at any instance under this Guarantee. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract. We shall not be entitled to ask you to establish your claim or claims under this guarantee but will pay the same forthwith without any protest or demur. We undertake to effect payment upon receipt of such written demand.

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

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

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

7. Subject to the terms of this Bank Guarantee, the issuing bank hereby irrevocably authorizes the beneficiary to draw the amount of up to Rs/ US $/Euro/PS £/Yen/AUD/SGD _____ {is 5 % 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 is 5 % of the Total Contract Price (including taxes and duties) (Rs/ US $/Euro/PS £/Yen/AUD/SGD _____ only) (Mention BG amount).

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

9. Notwithstanding anything contained herein above:-

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

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

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

Dated the _____ day of _____ (month and year)

Place :
Signed and delivered by _____ (name of the bank)

Through its authorised signatory
(Signature with seal)

Annexure II to Appendix 'H'
(Refers to Para 7 of Appendix H)

FORMAT FOR EXTENSION OF DELIVERY PERIOD/ PERFORMANCE NOTICE

Name of the Procuring Entity.....

Extension of Delivery Period/Performance Notice

To
M/s (name and address of firm)

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

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

Dear Sir,

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

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

3. You are also required to extend the validity period of the performance guarantee for the subject contract from (fill in present validity date) to (fill in required extended date) within15 (fifteen) days of issue of this amendment letter.

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

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

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(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.

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Yours faithfully,

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

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

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

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

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Annexure III to Appendix 'H'
(Refers to Para 1.4 of Appendix H)

DELIVERY SCHEDULE AND STAGES OF PAYMENT

1. **Delivery Schedule**. The requisite delivery schedule with respect to the deliverables is as mentioned below:-

Ser	Lots	Delivery Schedule	RCC Ser Nos	Ultimate Consignee	User Location
(a)	Lot 1	T_o + 12 months	1	MO, Kochi	Diving School, Kochi
			2		CCDT (Koc), Kochi
(b)	Lot 2	T_o + 16 months	3	MO, Vizag	CCDT (V), Vizag
			4		INS Karna, Vizag
			5	MO, Karwar	CDU, Karwar
			6	MO, Port Blair	CDU, Port Blair
(c)	Lot 3	T_o + 20 months	7	MO, Mumbai	CCDT (Mbi), Mumbai
			8		INS Abhimanyu, Mumbai
			9		INDT, Delhi
			10		AFSOD, Bangalore
(d)	Lot 4	T_o + 20 months	11	MO, Mumbai For Indian Army	Bakloh (HP)
			12		Udhampur (J&K)
			13		Jaipur (Rajasthan)
			14		Misamari (Assam)

2. **Advance Payment**. Fifteen (15) % of the Base Contract Price shall be paid within thirty (30) days through Direct bank Transfer (DBT) upon submission of claim and a Bank Guarantee (BG) for the equivalent amount, subject to correction and acceptability of the documents submitted. The prescribed format of the Advance Payment Bank Guarantee (APBG) is placed at **Annexure IV to Appendix H**. The Advance Payment Bank Guarantee (APBG) will deemed to be proportionately and automatically reduced until full extinction along with and prorate to value of each delivery, as evidenced by corresponding copy of document proving delivery and invoices of goods/services supplied/provided. The date of delivery would be reckoned from the date of release of Advance payment by the Buyer to the Seller (T_0), provided the SELLER submits the documents mandated by the DAP for release of advance by the Buyer within 45 days of signing of Contract. In the event of the Seller not submitting the said documents within 45 days of signing of contract, the period between the 45th day and actual submission of documents will be excluded from the actual date of advance payment to arrive at a delivery date. In case, no advance is to be paid, the date for reckoning date of delivery would be the date of

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signing of contract. This clause will not be applicable in cases wherein Advance payment is released after FOPM is successfully validated. In such cases, date of accord of Bulk Production clearance will be date for reckoning date of delivery.

3. **Stage Wise Payments**. The payments will be done in stages as mentioned below. Payments will be released upon the Completion certificate for all activities mentioned therein given by the Buyers' representative:-

Ser	Payment Stage	%age of payment	Condition for payment	Documents Required
(a)	Lot 1 02 RCCs	On Pro-rata basis 90 % of 85 % of Base Contract Price and corresponding taxes	(i) FATs/ PDI at Sellers site and JRI at Buyers site (ii) Training at Buyers site (Kochi)	(i) Ink-signed copy of Seller's bill. (ii) Ink-signed copy of Commercial invoice. (iii) A Joint Receipt Inspection (JRI) document of deliverables (iv) Exemption certificate for taxes/ duties, if applicable (v) Warranty certificate from the Seller (vi) Training completion Certificate from the Buyer
(b)	Lot 2 04 RCCs		FATs/ PDI at Sellers site and JRI at Buyers site	(i) Ink-signed copy of Seller's bill. (ii) Ink-signed copy of Commercial invoice. (iii) A Joint Receipt Inspection (JRI) document of deliverables (iv) Exemption certificate for taxes/ duties, if applicable
(c)	Lot 3 04 RCCs		FATs/ PDI at Sellers site and JRI at Buyers site	
(d)	Lot 4. 04 RCCs		FATs/ PDI at Sellers site and JRI At Buyers site	

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Ser	Payment Stage	%age of payment	Condition for payment	Documents Required
				(v) Warranty certificate from the Seller

4. On Final Acceptance. The remaining payment of deliverables including taxes (excluding CMC) shall be paid within thirty (30) days of submission of the Acceptance Certificate & Certified Receipt Voucher (CRV) issued by the Buyer and other relevant documents as mentioned above for final payment, but such payments will be subject to the deductions of such amounts as the Seller may be liable to pay under the agreed terms of the Contract. The concerned PCDA/CDA will release the payment through Cheque/ NEFT.

5. CMC Payments. Annually payments will be made by PCDA/CDA on submission of User clearance certificate through issue of cheque/ECS. Payment will be made as follows :-

Ser	CMC Year	Value of CMC per RCC	Value of CMC per RCC inclusive of Taxes	Value of CMC for 14 RCCs inclusive of Taxes
(a)	Year 1			
(b)	Year 2			
(c)	Year 3			
(d)	Year 4			
(e)	Year 5			
(f)	Year 6			
(g)	Year 7			
(h)	Year 8			
(j)	Year 9			
(k)	Year 10			

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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.

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Annexure IV to Appendix 'H'
(Refers to Para 1.4.1 to Appendix H)

BANK GUARANTEE FORMAT FOR ADVANCE

To

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

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

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

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

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

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

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

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

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

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

9. Notwithstanding anything contained herein above:-

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

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

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

Dated the _____day of _____ (month and year)

Place :

Signed and delivered by _____ (Name of the bank)

Through its authorised signatory
(Signature with seal)

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Annexure V to Appendix 'H'
(Refers to Para 1.4.7 of Appendix H)

GUIDELINES ON 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) (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-Outflow (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

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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

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Appendix 'J'
(Refers to Para 50 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 **'Buy (Indian)' Case**. L-1 bidder will be determined on the basis of quoted cost of all items including taxes and duties payable to Central/State/Local Governments.

1.3 Custom duty on input materials shall not be loaded by the Indian Bidders in their price bids, if they are exempted under the existing Notifications. In such cases, necessary Custom Duty Exemption Certificate (CDEC) shall be issued by the Buyer. In cases where Custom Duty is not exempted, Basic Custom Duty on input material is to be included in the cost of Basic Equipment, 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.

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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 Basic Equipment). IBS Full break-up details to be given.							
B.	Cost of Installation / Commissioning/ Integration							
C.	**Cost of Operator's Manual and Technical Literature** (in English Language) including Illustrated Spare Parts List as per Annexure I to Appendix G.							
D.	**Cost of Training Aids** such as simulators, cut out, models films, charts etc as recommended by the supplier as per Annexure II to Appendix G							
E.	**Cost of User Training** as recommended by the supplier as per Annexure II to Appendix G							
F.	**Any other** cost (to be specified).							
G.	**Freight and Transit Insurance Cost**							
H.	**CMC for 10 years**–Cost giving year-wise break-up							
J.	**Total Cost** (Total of Serial A to H)							
K.	**Foreign Exchange component** of the proposal.							
L.	**CDEC (if applicable)**, its authority and amount for which required.							This will be with reference to Para 1.2.1 of Appendix H

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***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.* Total cost will be used in determining L1 vendor

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3. **Evaluation of Bids by DCF Technique.**

3.1 **Net Present Value (NPV)** is a variant of DCF method, which will be used by the Buyer for evaluation of Bids. The Net Present Value of a Bid will be equal to the sum of the present values of all the cash flows associated with it. The following formula will be used for calculating NPV of a bid –

$$NPV_n = \sum_{t=1}^{n} At/(1+r)^t$$

Where, *NPV* = Net Present Value

A_t = Expected cash flow occurring at the end of year" as mentioned in the Payment schedule of Bid

n = Duration of cash flow stream

r = Discounting Rate

t = The period after which payment is done

The bid with the lowest NPV would be selected.

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3.2. The Discounting rate will be __ %". (Note-This will be the Government of India's lending rate on loans given to state governments, as notified by Budget Division of Ministry of Finance annually)

3.3. **Structuring Cash Flows for Tenders/ Bids Received in the Same Currency**. The cash outflows as shown in price bids will be taken into consideration. NPV of different bids will be calculated using the formula given above and the one having lowest NPV will be selected as L-1.

3.4 **Structuring Cash Flows for Tenders/Bids Received in Different Currencies**. Where bids are received in different currencies/combination of currencies, the cash outflow will be brought to a common denomination in rupees by converting foreign currency bids into rupees by taking into account the BC selling rate of Parliament Street Branch of State Bank of India, New Delhi on the ERV reckoning date (as defined in Annexure I to Appendix M), ie the last date of submission of Commercial Bids as per RFP. Thereafter, the procedure as described above in Para 4.3 will be applied to arrive at NPV.

3.5 All bidders are required to indicate year-wise and currency-wise amount required as per their price bid in format given below. In case the firm a bidder does not provide year-wise cash flow details in price bid, the amount quoted in their price bid will not be discounted for comparison purposes.

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Year	Dollars	Euros	Pound Sterling	Rupees	Total Cash-flow

Appendix 'K'
(Refers to Para 55 of RFP)

STANDARD CONDITIONS OF RFP

LAW

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

ARBITRATION
(For Indian Private Vendors)

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

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

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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.

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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.

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FORCE MAJEURE

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

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

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

4.1 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

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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.

4.2 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.

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INTEGRITY PACT

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

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

(b) An undertaking by the principal that its officials will not demand or accept any bribes, gifts, etc., with appropriate disciplinary or criminal sanctions in case of violation;

(c) A statement by each bidder that it has not paid and will not pay, any bribes;

(d) An undertaking by each bidder that he shall not pay any amount as gift, reward, fees, commission or consideration to such person, party, firm or institution (including Agents and other as well as family members, etc., of officials), directly or indirectly, in connection with the contract in question. All payments made to the Agent 12 months prior to tender submission would be disclosed at the time of tender submission and thereafter an annual report of payments would be submitted during the procurement process or upon demand of the MoD.

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(e) The explicit acceptance by each bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning bidder until the contract has been fully executed;

(f) Undertakings on behalf of a bidding company will be made "in the name and on behalf of the company's chief executive officer";

(g) The following set of sanctions shall be enforced for any violation by a bidder of its commitments or undertakings:

(i) Denial or loss of contract;

(ii) Forfeiture of the EMD (pre-contract) and Guarantee for Performance-cum-Warranty Bond after signing the contract;

(iii) Payment to Buyer of any such amount paid as gift, reward, fee or consideration alongwith interest at rate of 2% per annum above LIBOR rate.

(iv) Refund of all sums already paid by the Buyer along with interest at the rate of 2% per annum above LIBOR rate.

(v) Recovery of such amount, referred to in (iii) and (iv) above, from other contracts of the Seller with the Government of India.

(vi) At discretion of the Buyer, the Seller shall be liable for action as per extant policy on Putting on Hold, Suspension and Debarment of Entities.

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

(j) The draft Pre-Contract Integrity Pact is attached as **Annexure I to this Appendix.** The vendors are required to sign them and submit separately along with the technical and commercial offers.

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

6. 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 of unofficially, to the award of the contract to the Seller, or to indulge in corrupt and unethical practices. The Seller has neither paid, promised not has the intention to pay to any person, party, firm or institution in respect of any such intervention or manipulation. The Seller agrees that if it is established at any time to the satisfaction of the buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that Seller has engaged any such person, party, firm or institution and paid, promised or has intention to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable for any or all of the following actions:-

(a) To pay to the Buyer any such amount paid as gift, reward, fees or consideration along with interest at the rate of 2% per annum above LIBOR rate.

(b) The Buyer will also have a right to put on hold or cancel the Contract either wholly or in part, Without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate.

(c) The Buyer will also have the right to recover any such amount referred in (a) and (b) above from other contracts of the Seller with the Government of India.

(d) At the discretion of the Buyer, the Seller shall be liable for action as per extant policy on Putting on Hold, Suspension and Debarment of Entities.

7. 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

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Annexure I to Appendix 'K'
{Refers to Para 21 of RFP and Para 5.1 of Appendix K}

PRE-CONTRACT INTEGRITY PACT

General

1. Whereas the PRESIDENT OF INDIA, represented Commodore Special Operations and Diving {Cmde (SOD)} IHQ MoD(N), Ministry of Defence, Government of India, hereinafter referred to as the Buyer and the first party, proposes to procure _____, 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.

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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:-

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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.

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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 precontract 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.

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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.

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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**.

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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:-

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

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

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

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

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

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

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

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

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

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

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

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 are as follows (however the vendor must refer to the MoD website at www.mod.nic.in to check for changes to these details):-

(a) Shri Ravikant, IAS/ Bihar (1984) Retd
Apartment no 502, Tower 1, M3M Merlin, Sector 67, Gurugram,
122001 (Haryana) Mobile: 9953555566, email: 84ravikant@gmail.com

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

(c) Shri Chet Ram, IRS (1985) (Retd)
Flat A 203, Building Gemini, Galdys Alwares Marg, Hiranandani Meadows, off Pokhran Road No 2, Thane (West), Maharashtra 400610
Mob: 9869479987, email: 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:-

Shri Deepak Kumar Chaudhary, Dir (Vigilance)
Satarkta Bhavan, Block A, GPO Complex
INA, New Delhi 110023
Phone: 011-24651020, email: director-cvc@gov.in

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

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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

_____

MINISTRY OF DEFENCE,
GOVERNMENT OF INDIA

Witness
1. _____
2. _____

BIDDER

_____

CHIEF EXECUTIVE OFFICER

Witness
1. _____
2. _____

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Appendix 'L'
(Refers to Para 6 of RFP)

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

The vendors would be shortlisted based on the evaluation criteria as follows:-

Ser	Parameter	For all Cases except Shipbuilding (Ch XII), Make (Ch III & IV) and Strategic Partnerships (Ch VII)
1.	Financial	
(a)	Credit Rating	The vendor should have a minimum credit rating equivalent to CRISIL rating on corporate credit Scale as CRR-BBB and SME-04 for SMEs issued by credit rating agencies recognised by RBI, as on 31st March of the previous financial year. Necessary documentary proof of the same to be provided. Not applicable for cases below Rs 150 Crs.
(b)	Average Annual Turn Over	Min Avg annual turnover for last 03 financial years, ending 31 March of the previous financial year, should not be less than 30 % of estimated annual outflow of project cost of Buy (Indian-IDDM) and Buy (Indian) project and for Buy & Make (Indian) should not be less than 30% of estimated annual outflow of the project cost of the make portion. Not applicable for cases below Rs 150 Crs
(c)	Net Worth	Net worth of entities, ending 31st march of the previous financial year, should not be less than 5% of the estimated cost of the Buy (Indian-IDDM) and Buy (Indian) project and for Buy & Make (Indian) should not be less than 5% of estimated cost of the Make portion. For orders above Rs 5000 Cr, the Networth of group companies can be considered on production of suitable documentary assurance. Not applicable for cases below Rs 150 Crs. But Net worth should be Positive.
(d)	Insolvency	The entity should not be under insolvency resolution as per IBC at any stage of procurement process from the issuing of RFP to the signing of contract.
2.	**Technical**	
(a)	Nature of Business	System Integrator with civil infrastructure building capability and not a trading company, except in cases where OEM participates only through its authorized vendors

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Ser	Parameter	For all Cases except Shipbuilding (Ch XII), Make (Ch III & IV) and Strategic Partnerships (Ch VII)
(b)	Experience in related field	Min 02 Yrs. experience in broad areas like Civil Industrial Infrastructure building with firefighting system / Engineering/ Electrical & Power systems/ Air Conditioning & Ventilation/ Installation of Workshop Machinery/ Test Equipment/ NDT Equipment / Crane Installation etc.
(c)	(i) Integration experience	Where product involves integration, previous experience of not less than one year/ one project in integration of systems/ equipment shall be required.
	(ii) Turnkey Projects Experience	Experience of successful completion of one Turnkey project of similar nature within last 05 Years with value of at least 20% of AoN cost or currently executing a contract of similar nature with value of at least 30% of the AoN cost. In case of no experience in turnkey projects the vendor for main component of the turnkey project may be selected if it has experience as per Srl 2(b) above and experience of installation or integration of similar equipment/ system or system of systems.
3.	Others	
(a)	Industrial License	Posses or be in the process of acquiring a license, if the product under the project requires license as per DIPP licensing policy
(b)	Registration	Registered for Min 02 Years, 01 years for MSMEs. Min no of years not applicable for JVs constituted specifically for a project.

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Appendix 'M'
(Refers to Para 27&56 of RFP)

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

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

Ser	Reference	Document Description
1.	Para 5 of RFP	Declaration by Bidder: Debarment of vendors
2.	Para 18 of RFP	Declaration by Bidder : Government Regulations
3.	Para 20 of RFP	Declaration by Bidder : Patents Rights
4.	Para 22 of RFP	Declaration by Bidder : Fall Clause
5.	Appendix A	Technical Document covering Performance Parameters
6.	Appendix B	Compliance Table
7.	Appendix E	Warranty Clause
8.	Appendix F	Certificate : Malicious Code
9.	Annexure I to Appendix G	Technical Literature
10.	Annexure II to Appendix G	Training aggregates
11.	Appendix J	Price Bid
12.	Annexure I to Appendix K	Pre-Contract Integrity pact
13.	Para 9	MSME Certification, if applicable

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Appendix 'N'
(Refers to Para 28 of RFP)

GLOSSARY

AMC	Annual Maintenance Contract
AoN	Acceptance of Necessity
ATE	Automatic Test Equipment
ATP	Acceptance Test Procedure
AMC	Annual Maintenance Contract
CMC	Comprehensive Annual Maintenance Contract
CKD	Completely Knocked Down
CNC	Contract Negotiation Committee
COTS	Commercially Off The Shelf
DAC	Defence Acquisition Council
DGAQA	Director General of Aeronautical Quality Assurance
DGNAI	Director General Naval Armament Inspectorate
DGQA	Director General of Quality Assurance
DPB	Defence Procurement Board
DPR	Detailed Project Report
DAP	Defence Acquisition Procedure
DRDO	Defence Research and Development Organisation
EMC	Electro Magnetic Compatibility
EMD	Earnest Money Deposit
EMI	Electro Magnetic Interference
EPP	Enhanced Performance Parameters
ESP	Engineering Support Package
FET	Field Evaluation Trials
GoI	Government of India
IC	Indigenous Content
ICG	Indian Coast Guard
IDDM	Indigenously Designed & Developed Manufactured
IM	Indigenously Manufactured
IP	Integrity Pact
EMD	Earnest Money Deposit
LRU	Line Replaceable Unit
MET	Maintainability Evaluation Trial
MoD	Ministry of Defence
MRLS	Manufacturer Recommended List of Spares
M-ToT	Maintenance Transfer of Technology
NAY	Naval Aircraft Yard
NCNC	No Cost No Commitment
OEM	Original Equipment Manufacturer
OTE	Open Tender Enquiry
PA	Production Agency
PR	Project Report
PCIP	Pre Contract Integrity Pact
PPR	Preliminary Project Report

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PMC	Project Monitoring Consultant
PERT	Program Evaluation Review Technique
QA	Quality Assurance
QTP	Quality Test Procedure
RFP	Request for Proposal
SPB	Services Procurement Board.
SHQ	Service Headquarters
SKD	Semi Knocked Down
SRU	Shop Replaceable Unit
TEC	Technical Evaluation Committee
ToT	Transfer of Technology

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