

REQUEST FOR PROPOSAL DIRECTORATE OF STAFF REQUIREMENTS
INTEGRATED HEADQUARTERS MINISTRY OF DEFENCE (NAVY)
'A' BLOCK HUTMENTS, NEW DELHI-110011

INVITATION OF BID FOR SUPPLY OF PORTABLE / HAND HELD RUNNING GEAR
ENTANGLEMENT SYSTEM (RGES)

Request for Proposal (RFP) No- DD/WP/0651 /RGES/RFP dated 13 Nov 20

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1. Bids in sealed cover (By Post/ Drop in Tender Box) are invited for supply of item listed in part-II of this RFP from OEM or Authorized vendors. Please superscribe the above mentioned Title, RFP number and date of opening of the Bid on the Bid cover to avoid the Bid being declared invalid.
2. The address and contact numbers for sending Bid or seeking clarifications regarding this RFP are given below –
 - a) Bid/queries to be addressed to: **Commodore (Staff Requirements)**
 - b) Postal address for sending Bid: **Directorate of Staff Requirements
IHQ MoD (N), 'A' Block Hutments,
New Delhi-110011**
 - c) Name/designation of the contact personnel: **Cdr Paras Pant, Cdr (SR)**
 - d) Telephone numbers of the contact personnel: **+91-11-23010815**
 - e) E-mail ids of contact personnel: **dsr@navy.gov.in**
 - f) Fax number: **+91- 11-2301 0241**
3. This RFP is divided into five Parts as follows:
 - a) **Part I** – Contains General Information and Instructions for the Bidders about RFP such as time, place of submission and opening of tenders, Validity period of tenders, etc.
 - b) **Part II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
 - c) **Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
 - d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
 - e) **Part V** – Contains Evaluation Criteria and Format for Price Bid.
4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.



Part I – General Information

1. **Last date and time for depositing the Bid.** Two Bid system will be followed and last date and time for receipt of Tender is 02 Dec 20 at 1100 Hrs. The sealed bids (both Technical and Commercial bids) are to be submitted in sealed envelopes (**Separate sealed envelopes** marked 'Technical Offer' and 'Commercial Offer' respectively) by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of Depositing the Bid.** Sealed Bid should be either dropped in the Tender Box marked as **TENDER BOX – DSR** kept at the reception office at 'A' Block hutments or sent by registered post at the address given below so as to reach by the due date and time. **Late tenders will not be considered.** No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids submitted by Fax, e-mail will not be considered.

**Integrated Headquarters Ministry of Defence (Navy)
Directorate of Staff Requirements,
'A' Block hutments,
New Delhi, PIN-110011, India
Tele: +91 11 23010815**

3. **Time , Date and Place for Opening of Bid.** Bid shall be opened at **1430 Hrs on 03 Dec 20** at Room No 59 'A' Block hutments, New Delhi 110011. In case change in venue, the same will be communicated in advance. If due to any exigency, the due date for opening of the bids is declared as Closed holiday, the bids will be opened on the next working day at the same time or any other day as intimated by the Buyer.

4. **Location of the Tender Box.** Tender box is located near **Reception Office, 'A' Block hutments, Dara Shukoh Road, New Delhi-110011.**

5. **Two-Bid System.** The Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.

6. **Forwarding of Bid.** Bids should be forwarded by Bidders under their original memo or letter pad inter alia furnishing details like TIN number, GST No., Bank address with NEFT Account details, etc and complete postal address, telephone number of contact persons and e-mail address of their office.

7. **Clarification Regarding Contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the RFP shall notify to the Buyer in writing about the clarifications sought, not later than 10 days prior to date of opening of bids. Copies of the query and clarification by the buyer will be send to all the prospective bidders who have received the bidding documents. A pre-bid meeting would also be held 01 week prior to bids submission date at the designated Office at Para 2 above.

8. **Modification and Withdrawal of Bid.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bid. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bid. No bid shall be modified after the deadline for submission of bid. No bid may be withdrawn in the interval



between the deadline for submission of bid and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

9. **Clarification Regarding Contents of the Bid.** During evaluation and comparison of bid, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

Page | 3 10. **Rejection of Bid.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

11. **Unwillingness to Quote.** Bidder unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be de-listed for the given range of items as mentioned in this RFP.

12. **Validity of Bid.** The Bid should remain valid till **12 months** from the last date of submission of the Bid.

13. **Earnest Money Deposit (If applicable).** Bidder is required to submit Earnest Money Deposit (EMD) for the amount of **INR 40 Lacs only** or its equivalent in USD along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraw or amends, impairs or derogates from the tender in any respect within the validity period of their tender.



Part II – Essential Details of Items/Services Required

1. **Schedule of Requirements.** The Schedule of Requirements is placed at **Appendix 'A'** and lists of items required along with the operational characteristics/ specifications for the equipment are placed at **Appendix 'B'**.

2. **Technical Details.** Item details as per Appendix 'A'. Further details as follows:-

(a) **Operational Characteristics and Features.** The broad operational characteristics and features that are to be met by the equipment are elucidated at **Appendix 'B'**.

(b) **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 'B'** and any other information pertaining to the technical specifications of the equipment considered important/ relevant by the vendor. The technical proposal should also include maintenance schedules to achieve maximum life and expected life of each assembly/subassembly (or Line replacement Unit (LRU)/Shop Replacement Unit), storage conditions/environment condition recommended and the resultant guaranteed in-service/shelf life.

(c) Should the vendor be contemplating any upgrades or modifications to the equipment being offered, the details regarding these should also be included in the Technical Proposal.

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

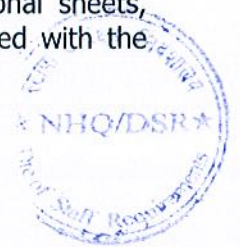
(e) Insufficient or incomplete details may lead to rejection of the offer. Mere indication of compliance may be construed as incomplete information unless system's specific technical details are available in the offer. Format of compliance table for technical parameters and certain important commercial conditions of RFP is at Para 3 below.

(f) The technical offer should have a separate detachable compliance table as per format given at Para 3 below stating specific answers to all the parameters as listed at **Appendix 'B'**. It is mandatory to append answers to all the parameters listed in **Appendix 'B'**. Two copies of the Technical Proposal should be submitted (along with one soft copy), however only one copy of the commercial proposal is required.

(g) The vendor is requested to confirm his willingness to provide the equipment for trial evaluation in India on "No Cost No Commitment" basis when so requested.

(h) Before the contract is finalised, the vendor would be required to provide Quality Assurance Plans (QAP) i.e. tests undertaken to assure quality & reliability and provide the Standard Acceptance Test Procedure (ATP). Director General of Quality Assurance (DGQA) reserves the right to modify the ATP if necessary. The equipment supplied by the vendor would be accepted subject to evaluation and clearance by the DGQA. The vendor would be required to provide all test facilities at OEM premises for acceptance inspection by the DGQA team as also train their team. The details in this regard will be coordinated during the negotiation of contract.

3. **Two Bid System.** The Bidders are advised to submit clause by clause compliance of specifications in the format mentioned below along with the Technical Bid. Additional sheets, brochures of the items being supplied and any other technical documents duly linked with the



serial number of technical QR will be submitted along with Technical Bid by the bidder duly stamped and signed. All relevant certificates which are valid to be submitted duly certified.

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Para of RFP (with section) specifications item-wise	Specification of item offered	Compliance to RFP – whether Yes / No	In case of non-compliance, deviation from RFP to be specified in unambiguous terms

4. **Delivery Period.** Delivery period for supply of items would be **12 Months (or) by 31 Dec 21 (whichever is earlier)** from the effective date of contract. Part Shipment and Part payments would be permissible. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer with applicability of LD clause.

5. **INCOTERMS for Delivery and Transportation.** The stores shall be delivered on '**DDP Basis**' to Mumbai. The cost of insurance and freight to the consignee shall also be paid by the Seller. ("D Terms" - Terms under which the seller has to bear costs and risks needed to bring the goods to the place of destination (Mumbai).

6. **Consignee Details.**

(a) **Port Consignee.** Commandant, Embarkation Headquarters, Nav Bhawan, 2nd Floor, R Kamani Marg, Ballard Estate, Mumbai, Maharashtra, India 400001.

(b) **Ultimate Consignee.** Material Superintendent/ Controller Warehousing (CWH), Material Organisation, Ghatkopar, Mumbai – 400088, India.



Part III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

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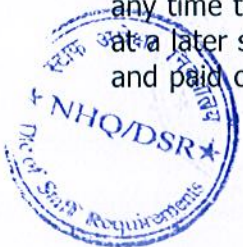
1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Form DPM-7 (Available in MoD website and can be provided on request).

4. **Penalty for use of Undue influence.** 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 forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers 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, 1986 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. 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.

5. **Agents/ Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. 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 the Seller has engaged any such individual/firm, and paid or intended 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 to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an 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. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts.** 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/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract Documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages.** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the 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 Liquidated Damages being not higher than 10% of the value of delayed stores.

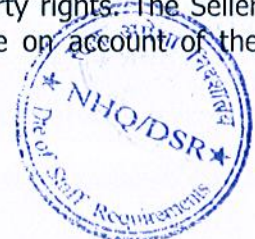
9. **Termination of Contract.** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than **02 months** after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than **02 months** provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

10. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-Letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the



infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

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13. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Taxes and Duties**

(a) **In Respect of Foreign Bidders.** All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present contract in their respective countries.

(b) **In respect of Indigenous Bidders**

(i) **General.** Bidder must indicate separately the relevant Taxes/Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.

1. If Bidder desires to ask for excise duty or Sales Tax / VAT extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

2. If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of tenders.

3. If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

4. If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.



5. Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

(ii) **Customs Duty**

1. For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e. (i) Triplicate copy of the bill of entry; (ii) copy of bill of lading; (iii) a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licences, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer contract number..... dated.....

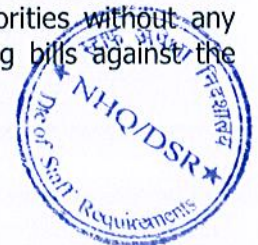
2. Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

3. In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

(iii) **Excise Duty**

1. Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

2. Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the



contract or any other pending Government Contract and that no disputes on this account would be raised by them.

3. The Seller is also required to furnish to the Paying Authority the following certificates:-

(a) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

(b) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(c) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(d) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

4. Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

(iv) **Sales Tax / VAT**

1. If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

2. On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.



(v) **Octroi Duty & Local Taxes**

1. Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

2. In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/ notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.



Part IV – Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. Performance Guarantee

(a) **Indigenous Cases.** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to **ten (10) percent** of the value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

(b) **Foreign Cases.** The Seller will be required to furnish a Performance Guarantee by way of a Bank Guarantee from Seller's Bank through an international reputed (as per advice received from SBI, Foreign Division Branch regarding acceptability of bank guarantee) in favour of the Government of India, Ministry of Defence. In case the advice of SBI is that the guarantee is not from a bank of international reputed with satisfactory country rating and/or a confirmation of a reputed Indian bank is required to be obtained, then the guarantee will be got confirmed by public sector bank or a private sector bank duly authorized by RBI to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) equal to **ten (10) percent** of the total value except CAMC within 30 days of receipt of confirmed order. Performance Bank Guarantee should be valid up to **60 days** beyond the date of warranty. The Performance Bank Guarantee shall be considered open upon receipt by the Buyer's Bank. In case any claims or any other contract obligations are outstanding, the Seller will extend the Performance Bank Guarantee as asked for by the Buyer till such time as the Seller settles all claims and completes all contract obligations. The Performance Bank Guarantee will be subject to encashment by the Buyer, in case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the contract are not fulfilled by the Seller. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. **Payment Terms for Indigenous Sellers.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:

(a) 100% payment on delivery and acceptance by the user.

3. **Payment terms for Foreign Sellers.** The payment will be arranged through Letter of Credit from Reserve Bank of India/State bank of India/any other Public Sector Bank, as decided by the Buyer, to the Bank of the Foreign Seller. The Seller will give a notification within a specified period about the readiness of goods. Letter of Credit is to be opened by the Buyer within **45** days on receipt of notification of readiness from the firm. The Letter of Credit will be valid for **90** days from the date of its opening, on extendable basis by mutual consent of both the Seller and Buyer.

4. **Advance Payments.** No advance payment(s) will be made.

5. **Paying Authority.**

(a) **Indigenous Sellers.** The Principal Controller of Defence Accounts, Cooperage Road, Mumbai will be the paying authority. The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

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- i. Ink-signed copy of contingent bill / Seller's bill.
 - ii. Ink-signed copy of Commercial invoice / Seller's bill.
 - iii. Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
 - iv. CRVs in duplicate.
 - v. Inspection note.
 - vi. Claim for statutory and other levies to be supported with requisite documents / proof of payment
 - vii. Guarantee / Warranty certificate.
 - viii. Performance Bank where applicable.
 - ix. DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
 - x. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
 - xiii. Any other document / certificate that may be provided for in the Supply Order / Contract.
 - xi. User Acceptance.
 - xii. Xerox copy of PBG.
 - xiii Self Certification by the Seller with reference to clause 14 of Part III of RFP.
(Note – From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

(b) **Foreign Sellers.** The Principal Controller of Defence Accounts (FPS-I), 'G' Block hutments, New Delhi – 110 011. Paid shipping documents are to be provided to the Bank by the Seller as proof of dispatch of goods as per contractual terms so that the Seller gets payment from LC. The Bank will forward these documents to the Buyer for getting the goods/stores released from the Port/Airport. Part Shipment and Part payments would be permissible. Documents will include:

- i. Clean on Board Airway Bill/Bill of Lading
- ii. Original Invoice
- iii. Packing List



- iv. Certificate of Origin from Seller's Chamber of Commerce, if any.
- v. Certificate of Quality and current manufacture from OEM.
- vi. Dangerous Cargo certificate, if any.
- vii. Insurance policy of 110% if CIF/ CIP contract
- viii. Certificate of Conformity & Acceptance Test at PDI, if any.
- ix. Physio-sanitary/ Fumigation Certificate, if any.
- x. Performance Bond/ Warranty Certificate

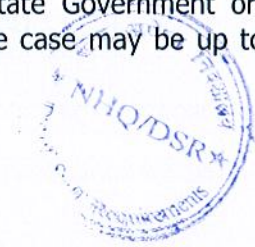
6. **Fall Clause.** Following Fall clause will form part of the contract placed on successful Bidder -

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the contractor sells the stores or offers to sell stores of identical description to any person/ Organisation including the purchaser or any Department of the Central government or any Department of State government or any statutory undertaking of the Central or State government as the case may be during the period or till the performance of all Supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/ organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the Purchase/ Contracting Authority and the price payable under the contract for the stores of such reduction of sale shall correspondingly reduced. The above stipulation will, however, not apply to:-

- (i) Exports by the Seller.
- (ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
- (iii) Sale of goods such as drugs which have expiry dates.
- (iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies /or private parties and bodies.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – "We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/ organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be up to the



date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below.

7. **Risk & Expense Clause**

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(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores or any installment thereof not perform in accordance with the specifications/ parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

i. Such default.

ii. In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 25 % of the value of the contract."

8. **Force Majeure Clause**

(a) Neither party shall bear responsibility for the complete or partial non- performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.



(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 2 (two) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

(f) Lock-out and Power faults are not part of Force Majeure.

9. **Specification.** The following Specification clause will form part of the contract placed on successful Bidder: -

The Seller guarantees to meet the specifications as per Appendix I of RFP. The Seller, in consultation with the Buyer, may carry out technical upgradation /alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within **(30)** days of affecting such upgradation/ alterations.

10. **OEM Certificate.** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

11. **Export License.** The Bidders are to confirm that they have requisite export license from their Government and Authorization from the manufacturing plant, in case they are not the OEM, to export the military / non-military goods to India.

12. **Earliest Acceptable Year of Manufacture.** Not earlier than 2021, Quality/Life certificate will need to be enclosed with the Bill.

13. **Transportation.** Seller will bear the costs and freight necessary to bring the goods to the Consignee as mentioned in respective Purchase Order.

14. **Air Lift.** The following Airlift clause will form part of the contract placed on successful Bidder - Should the Buyer intend to airlift all or some of the stores, the Seller shall pack the stores accordingly on receipt of an intimation to that effect from the Buyer. Such deliveries will be agreed upon well in advance and paid for as may be mutually agreed.

15. **Packing and Marking.** The following Packing and Marking clause will form part of the contract placed on successful Bidder –

(a) The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.



(b) The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.

(c) Each spare, tool and accessory shall be packed in separate cartons. A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. A tag in English with said information shall also be attached to six samples of the item. If quantity contracted is less than six then tag shall be affixed to complete quantity contracted of the item. The cartons shall then be packed in packing cases as required.

- i. Part Number :
- ii. Nomenclature :
- iii. Contract annex number:
- iv. Annex serial number:
- v. Quantity contracted :

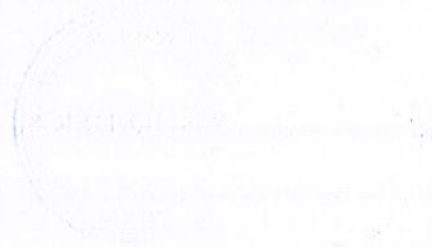
(d) One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No.1 painted in a yellow colour.

(e) The Seller shall mark each package with indelible paint in the English language as follows:-

- i. EXPORT
- ii. Contract No. -----
- iii. Consignee -----
- iv. Port / airport of destination -----
- v. Ultimate consignee -----
- vi. SELLER -----
- vii. Package No. -----
- viii. Gross/net weight : -----
- ix. Overall dimensions/volume : -----
- x. The Seller's marking.

(f) If necessary, each package shall be marked with warning inscriptions: <Top>, "Do not turn over", category of cargo etc.

(g) Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from the damage of deterioration during transportation by land, air or sea. In this case the Buyer shall finalize the marking with the Seller.



16. **Quality.** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be current manufacture i.e. not manufactured before (**2021**), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

17. **Quality Assurance.** Seller would provide the Self Test Certificate for the all the items duly certified by seller's QA department. The item should be shall be current manufacture i.e. not manufactured before (**2021**), conforming to the current production standard and having 100% defined life at the time of delivery.

18. **Inspection Authority.** A Joint Receipt Inspection (JRI) will be carried out by the Buyer on receipt of items in India a MO, Ghatkopar. The JRI team would comprise reps of User, QA and any other professional body as decided at the time of constituting th JRI team. The JRI team will be he Inspection Authority and will provide a Certificate of Conformity to the seller upon a successful JRI. Further details elaborated upon at Para 24.

19. **Pre-Dispatch Inspection.** The Buyer reserves the right to carry out Pre-dispatch Inspection as per the procedure below -

(a) The Buyer's representatives will carry out Pre-Dispatch Inspection (PDI) of the stores/ equipment in order to check their compliance with specifications in accordance with its usual standard procedures. Upon successful completion of such PDI, the Seller and Buyer will issue and sign a Certificate of Conformity as per the specimen at Form DPM-21 (Available in MoD website and can be given on request.

(b) The Seller shall intimate the Buyer at least 45 days before the scheduled date of PDI. The time required for completing visa formalities by the Seller should not be included in this notice. The Buyer will send his authorised representative(s) to attend the PDI.

(c) The list of Buyer's representatives together with their particulars including name, title, date and place of birth, passport numbers including date of issue and date of expiry, address, etc. must be communicated by the Buyer at least 30 days in advance to apply for the necessary authorisations and clearances to be granted.

(d) The Buyer reserves the right not to attend the PDI or to request for postponement of the beginning of the PDI by a maximum of fifteen (15) days from the date fixed for such PDI in order to allow his representative(s) to attend such tests, in which cases he shall inform in writing the Seller within 15 days before the date of the beginning of the PDI. Should the Buyer request for such postponement, liquidated damages, if any, shall not apply. In case the Buyer informs the Seller within the period mentioned here in above that he cannot attend the PDI or in case the Buyer does not come at the postponed date requested by him for performance of the PDI as mentioned above, the Seller shall be entitled to carry out said tests alone as scheduled. The Certificate of Conformity and the Acceptance Test Report will be signed by the Seller's QA representative alone and such documents bearing the sole signature of the Seller's QA representative shall have the same value and effect as if they have been signed by both the parties. In case Buyer does not elect to attend the PDI, the Buyer shall intimate the Seller in writing that it does not wish to attend the PDI.



(e) The Seller shall provide all reasonable facilities, access and assistance to the Buyer's representative for safety and convenience in the performance of their duties in the Seller's country.

(f) All costs associated with the stay of the Buyer's representative(s) in the country where the PDI is to be carried out, including travel expenses, boarding and lodging, accommodation, daily expenses, shall be borne by the Buyer.

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(g) The Seller shall provide Acceptance Test Procedure to the Buyer's QA Agency within one month from the signing of the Contract.

20. **Joint Receipt Inspection.** The following Joint Receipt Inspection clause will form part of the contract placed on successful Bidder:-

(a) The Parties agree that the Joint Receipt Inspection (JRI) of delivered goods shall be conducted on arrival in India at location to be nominated by the Buyer. JRI shall be completed within 30 days (for armament/ammunition)/ 30 days (for other than armament/ammunition) of arrival of good at the Port Consignee. JRI will consist of

i. Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in this contract and the invoices.

ii. Complete functional checking of the stores/equipment as per specifications in the contract and as per procedures and tests laid down by Buyer but functional checking of spares shall not be done.

iii. Check proof and firing, if required.

(b) JRI will be carried out by the Buyer's representative(s). The Buyer will invite the Seller with a prior notice of a minimum of Fifteen (15) days to attend the JRI for the delivered goods. The Seller shall have the right not to attend the JRI. The bio data of the Seller's representative will need to be communicated Fifteen (15) days prior to the dispatch of goods to the Buyer for obtaining necessary security clearance in accordance with the rules applicable in the Buyer's country.

(c) Upon completion of each JRI, JRI proceedings and Acceptance Certificate will be signed by both the parties. In case the Seller's representative is not present, the JRI proceedings and Acceptance Certificate shall be signed by the Buyer's representative only and the same shall be binding on the Seller. Copy of JRI proceedings and Acceptance Certificate shall be dispatched to the Seller within Seven (07) days of completion of the JRI. In case of deficiencies in quantity and quality or defects, details of these shall be recorded in the JRI proceedings, Acceptance Certificate shall not be issued and claims raised as per the Article on Claims in the contract. In case of claims, Acceptance Certificate shall be issued by Buyer's representative after all claims raised during JRI are settled. If the Buyer does not perform the JRI as mentioned above for reasons exclusively attributable to him, the JRI in India shall be deemed to have been performed and the stores/equipment fully accepted.

21. **Franking Clause.** The following Franking clause will form part of the contract placed on successful Bidder:-

(a) **Franking Clause in the Case of Acceptance of Goods.** "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract".



(b) **Franking Clause in the Case of Rejection of Goods.** "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract."

22. **Claims.** The following Claims clause will form part of the contract placed on successful Bidder

(a) The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing,

or

on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

(c) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).

(d) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

(e) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

(f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.

(g) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

23. **Warranty**

(a) The **seller** warrants that the goods supplied under this contract conform to technical specifications prescribed and shall perform according to the said Technical Specifications.

(b) The **seller** warrants for a period of 24 months from the date of acceptance, that the goods/ stores supplied under this contract and each component used in the manufacture there of shall be free from all types of defects/ failures.



(c) If within the period of warranty, the goods are reported by the BUYER to have failed to perform as per the specifications, the SELLER shall either replace or rectify the same free of charge, maximum within 30 days of notification of such defect by the BUYER provided that the goods are used and maintained by the BUYER as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. 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.

(d) **Seller** hereby warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the **Seller** and he will ensure that the downtime is within 30 days of the warranty period at any one time from the notification of such defects and not exceeding a cumulative period of 60 days within warranty period.

(e) If a particular equipment/ goods fails frequently and/or, the cumulative down time exceeds 30 days of the warranty period or a common defect is noticed in more than two (02) RGES or associated accessories 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 30 days of receipt of the notification from the buyer duly modified/ upgraded through design improvement in all equipment supplied and ESP supplied and yet to be supplied.

(f) 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.

(g) 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.

(h) The Seller warrants that the goods supplied will conform to the Temperature and Humidity conditions as mentioned at **Appendix 'B'** to RFP.

24. **Product Support.** The following Product Support clause will form part of the contract placed on successful Bidder:-

(a) The Seller agrees to provide Product Support for the stores, assemblies/subassemblies, fitment items and consumables, Special Maintenance Tools(SMT)/Special Test Equipments (STE) subcontracted from other agencies/ manufacturer by the Seller for a maximum period of 10 years including 02 years of warranty period after the delivery of RGES.

(b) The Seller agrees to undertake Comprehensive Annual Maintenance Contract for a maximum period of 60 months, extendable till the complete Engineering Support Package is provided by the Seller.



(c) In the event of any obsolescence during the above mentioned period of product support in respect of any component or sub-system, mutual consultation between the Seller and Buyer will be undertaken to arrive at an acceptable solution including additional cost, if any.

(d) Any improvement/modification/ up gradation being undertaken by the Seller or their sub suppliers on the stores/equipment being purchased under the Contract will be communicated by the Seller to the Buyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost.

(e) The Seller agrees to provide an Engineering Support Package as modified after confirmatory Maintenance Evaluation Trials (METs). The SELLER agrees to undertake the repair and maintenance of the equipment, SMTs/STEs test set up, assemblies/sub assemblies and stores supplied under this contract for a period of Five (05) years as maintenance contract as specified or provision of complete Engineering Support Package to the Buyer whichever is later, as per terms and conditions mutually agreed between the Seller and the Buyer.

25. **Comprehensive Annual Maintenance Contract (CAMC) Clause.** The following CAMC clause will form part of the contract placed on successful Bidder, however the buyer is not obliged to sign the CAMC contract with Seller on completion of warranty period:-

(a) The Seller would provide CAMC for a period of 05 years. The CAMC services should cover the repair and maintenance including replacement of all the equipment and systems or sub-system purchased under the present Contract. The Buyer Furnished Equipment which is not covered under the purview of the CAMC should be separately listed by the Seller. The CAMC services would be provided in two distinct ways:

i. Preventive Maintenance Service: The Seller will provide a minimum of four Preventive Maintenance Service visits during a year to the operating base to carry out functional check ups and minor adjustments/ tuning as may be required.

ii. Breakdown Maintenance Service: In case of any breakdown of the equipment/system, on receiving a call from the Buyer, the Seller is to provide maintenance service to make the equipment/system serviceable.

(b) Response time: The response time of the Seller should not exceed 24 hours from the time the breakdown intimation is provided by the Buyer.

(c) Serviceability of 90 % per year is to be ensured. This amounts to total maximum downtime of 30 days per year. Also unavailability should not exceed 07 days at one time. Required spares to attain this serviceability may be stored at site by the Seller at his own cost. Total down time would be calculated at the end of the year. If downtime exceeds permitted downtime, LD would be applicable for the delayed period.

(d) Maximum repair turnaround time for equipment/system would be 10 days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.

(e) Technical Documentation: All necessary changes in the documentation (Technical and Operators manual) for changes carried out on hardware and software of the equipment will be provided.



(f) During the CAMC period, the Seller shall carry out all necessary servicing/repairs to the equipment/system under CAMC at the current location of the equipment/system. Prior permission of the Buyer would be required in case certain components/sub systems are to be shifted out of location. On such occasions, before taking over the goods or components, the Seller will give suitable bank guarantee to the Buyer to cover the estimated current value of item being taken.

(g) The Buyer reserves its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of three months. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the Seller for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

26. **Manufacturers Recommended List of Spares (MRLS).** Based on the explanation given above, Bidders are requested to provide MRLS to sustain the equipment for a period of 05 years for various levels of repair as per format given at Form DPM-19 (Available in MoD website and can be given on request). Bidders will be required to provide these both with Technical and Commercial proposals. (In case where the equipment has been in usage the spares would be sought by Buyer, on the recommended list to be furnished by the maintenance agency, based on the exploitation of the equipment, and NOT as per MRLS). While with the commercial proposal, the actual costs of each component/spare will be provided, in the case of Technical Proposal these will be reflected as Low Cost/ Medium Cost/High Cost. A guideline for this purpose is as under:-

(a) Low Cost. Less than 2 % of the unit cost of the equipment/sub system.

(b) Medium Cost. 2 to 10% of the unit cost of the equipment/sub system.

(c) High Cost. Greater than 10 % of the unit cost of equipment/subsystem.

(d) If the complete equipment comprises a number of different sub systems, for eg it is coming mounted on a vehicle or is provided with a stand for mounting or is inclusive of a generator or an air conditioner or has a sight, the MRLS must be provided separately for each such sub system.

27. **Technical Literature.** The details of technical literature to be supplied with the system should be listed as per the suggested format at Form DPM-18 (Available in MoD website and can be given on request). This should be provided with both Technical and Commercial Proposals. The cost column may be left blank in the Technical Proposal.

28. **Training.** The operator and first line maintenance Training on the RGES along with all associated spares and accessories is to be conducted at Mumbai/ Visakhapatnam and Kochi for duration of 2 working days. The acceptance trials as per requirement may also be conducted during the period.

29. **Acceptance Test.** The acceptance trials would be undertaken by IHQ MoD(N) nominated Trial team at Mumbai. The requirement of trials of RGES would conform to the Operational Specifications as listed at Appendix 'B'.



Part V - Evaluation Criteria and Price Bid issues

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows:-

(a) 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.

(b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(c) The Lowest Bid will be decided up on the lowest price (inclusive of CAMC and Spares) quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:

(i) In cases where only indigenous Bidders are competing, L1 bidder will be determined by excluding levies, taxes and duties levied by Central/ State/ Local governments such as CGST/SGST/IGST etc on final product, as quoted by bidders.

(ii) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed –

(aa) In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.

(ab) In case of indigenous Bidders, taxes and duties will be offloaded.

(ac) Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.

(d) In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.

(e) 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. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(f) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

2. **Price Bid Format.** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:-

(a) Basic cost of the item/items:



Item HSN Code Unit price Qty Total

- i. A
- ii. B
- iii. C
- iv. Total of Basic Price

(b) Accessories

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(c) Installation / Commissioning charges

(d) Training

(e) Technical literature

(f) Tools

(g) AMC with spares

(h) AMC without spares

(j) Any other item

(k) Is GST extra?

(l) If yes, then mention the following:

- (i) Total value on which GST is leviable:
- (ii) Rate of GST:
- (iii) Total value of GST leviable:

(m) Any other Taxes / Duties / Overheads / Other costs:

(n) Grand Total:

- (i) Excluding AMC and spares
- (ii) Including AMC with spares
- (iii) Including AMC without spares



(Arjun Dev Nair)
Commodore
Cmde (SR)
Directorate of Staff Requirements



SCHEDULE OF REQUIREMENT (SOR) FOR RGES AND DELIVERY SCHEDULE

1. **Introduction.** Thirty (30) in number of Running Gear Entanglement System (RGES) with all accessories are to be delivered and commissioned **12 Months (or) by 31 Dec 21 (whichever is earlier)** from the effective date of contract at the designated places, listed at Para 4 below.
2. **Roles.** The equipment is envisaged to be used as a non-lethal method for warning and stopping suspicious boats/ crafts from closing naval platforms. The operational characteristics required for the equipment are provided at Appendix 'B' of the RFP.
3. **Consignee.** Ultimate Consignee is Material Superintendent/ Controller Warehousing (CWH), Material Organisation, Ghatkopar, Mumbai, India 400088, where the equipment along with all accessories required is to be inspected by Inspection/ Trials team. The items would thereafter be repacked and dispatched to user units, as per Para 4 after conduct of JRI, Acceptance trials and Training.
4. **User Location.** The equipment will be located at the following Defense Units/ Establishments of Indian Navy:-

Ser	Unit/ Establishment	Location of Naval Base	No. of RGES
(a)	Headquarters, Western Naval Command	Mumbai	12
(b)	Headquarters, Eastern Naval Command	Visakhapatnam	12
(c)	Headquarters, Southern Naval Command	Kochi	06
TOTAL			30 (Thirty)



**QUALITATIVE SPECIFICATIONS INCLUDING EVALUATION
AND ACCEPTANCE METHODOLOGY FOR
RUNNING GEAR ENTANGLEMENT SYSTEM (RGES)**

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Ser	<u>Operational Characteristic/ Features</u>	<u>Compliance</u>	<u>Non-Compliance</u>
		<u>Mode</u>	<u>Remarks</u>
1.	<u>Purpose.</u> The Running Gear Entanglement System (RGES) is envisaged to be used as a non-lethal method for warning and stopping suspicious boats/ crafts from approaching naval platforms. The system would stop an approaching craft by pneumatically firing a line that would get entangled its propellers/ underwater hull protrusions, thereby bringing it to a halt		
2.	<u>Regulation/ Standards.</u> The RGES is to be shoulder operated and ruggedised for military use in marine environment and withstand prolonged use under high humidity and sea-spray conditions.		
3.	<u>Functionality.</u> System should be able to fire a floating line with sea anchors at both ends that actively stops approaching/ fleeing craft by entangling in its propellers/ underwater hull projections.		
4. <u>Operational Characteristics and Features</u>			
(a)	<u>Portability.</u> The RGES is to be portable and carried/ operated by a single person with operating weight not exceeding 15 Kg.		
(b)	<u>Range.</u> The system should be able to fire the floating line upto a distance greater than 35 metres.		
(c)	<u>Operation.</u> It is to be capable of safe operation during day and night and being pneumatically charged by onboard Diving/ BASCCA compressors.		
(d)	<u>Operating Temperature.</u> Safe operation at temperature ranging between -20°C to +80°C with Relative Humidity (RH) 99%.		



5. <u>Build Parameters/ Design</u>		
(a)	Stowage Conditions. Safe stowage and operation at temperature ranging between -20°C to +80°C with Relative Humidity (RH) 99%.	
(b)	Built to withstand salt water spray and extreme tropical conditions.	
(c)	Stowage. The RGES is to be supplied with a suitable stowage box/ cover for safe stowage.	
(d)	The stowage box/ cover is to be so designed, that the system is readily available for use at short notice (not more than 20 Seconds).	
(e)	Pressure Retention. Once pneumatically charged, the system should be able to retain pressure for ready operations for atleast 10 days.	
(f)	Life of RGES. Built for an operational life of atleast 07 years.	
(g)	Life of Firing Line. The firing line should be reusable for a cycle of over 100 firings.	
(h)	The equipment should adhere to the environmental test conditions and proof there of as per International standards	
(j)	Shock/ Vibration test specifications.	
6. <u>Maintenance and Product Support</u>		
(a)	Onboard Maintenance. The system should afford easy maintenance, by replacement of consumable spares or by way of replacement of new items by the Ships Staff onboard the ship.	
(b)	Product Support. Each item of the RGES should be supported by the OEM/ supplier for a period of its life span. Any obsolescence of component / spare/ item needs to be intimated by the firm, well in time to enable stocking of spares by the Indian Navy. The firm should also recommend/ offer suitable substitutes/ replacement for such components	

