

**Master General Sustenance Branch
MGS Proc (A) Directorate
Integrated HQ of MoD (Army)MGS Branch,
Room No 214A, 'A' Wing Sena Bhawan
DHQ P.O. New Delhi-110011**

A/20089/Proc/MEAT/Qty-202/MGS/Brig Proc (A)

05 Jun 2026

M/s Anadrone System Pvt Ltd

**INVITATION OF BID FOR PROCUREMENT OF MANEUVERABLE EXENDBLE AERIAL
TARGET (MEAT) QTY-202 WITH ESP ON PAC BASIS**

(RFP A/20089/Proc/MEAT/Qty-202/MGS/Brig Proc (A) dt 05 Jun 2026)

Dear Sir,

1. The online Bid under **Single Tender Enquiry (STE)** is invited for **BID FOR PROCUREMENT OF MANEUVERABLE EXENDBLE AERIAL TARGET (MEAT) QTY-202 with ESP on PAC basis** as listed in **Part II** of this RFP. Please super scribe the above-mentioned Title, RFP number and date, and date of opening of the bids on the scaled cover to avoid the bid being declared invalid.

2. In case of e-Procurement, clarifications are sought and provided online. In case of manual bidding, the address and contact numbers for seeking clarifications regarding this RFP or sending Bids are given below:-

- | | | | |
|------|--|---|--|
| 2.1. | Bid/queries to be addressed to | : | GSO-1 Proc (MsIs) |
| 2.2. | Postal address for sending the Bid | : | GSO-1 Proc (MsIs)
Room No 214A, 'A' Wing
Sena Bhawan, MGS Branch
IHQ of MoD (Army)
New Delhi-110011 |
| 2.3. | Name/designation of the contact personnel | : | GSO-1 Proc (MsIs) |
| 2.4. | Telephone numbers of the contact personnel | : | 011-2141 1875 |
| 2.5. | E-mail IDs of contact personnel | : | piscs13.libra26@gov.in |
| 2.6. | Fax number | : | |

3. This RFP is divided into five parts as follows:-

3.1. **Part I** - Contains General Information and Instructions for the Bidder about the RFP such as the time, place of submission and opening of tenders, validity period of tender etc.

3.2. **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.

3.3. **Part III** - Contains standard conditions of RFP, which shall form part of the contract with the Successful Bidder.

3.4. **Part IV** - Contains Special Conditions applicable to this RFP and which also form part of the contract with the successful bidder.

3.5. **Part V** - Contains Evaluation Criteria and Format for Price Bids.

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.

5. **Eligibility to Participate and Preference Policies.**

5.1. Subject to provisions in the RFP, this invitation for Bids is open to all bidders who fulfil the 'Eligibility' and 'Qualification' criteria as on the last date of bid submission and continue to meet them till award of the contract.

5.2. Also, the bidder must not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial office, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons during the period mentioned in sub-paragraph 5(a) above.

5.3. The bidder, its affiliates, or subsidiaries, including subcontractors or contractors for any part of the contract, should:-

5.3.1. Not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or by any Department of MoD, from participation in its/ their Tender Process;

5.3.2. Not stand debarred by the Department of Expenditure, from participation in the Tender Process by any Ministry/ Department; and/ or

5.3.3. Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Process for all of its entities, for:-

5.3.3.1. Offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/ or

5.3.3.2. Offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract; and/ or

5.3.3.3. Suspected to be of doubtful loyalty to the Country or a National Security risk, as determined by appropriate agencies of the Government of India.

5.3.4. Not have changed its name or created a new business entity as covered by the definition of "Allied Firm", consequent to having been declared ineligible/ blacklisted/ banned/debarred as above.

5.3.5. Not have an association (as a bidder/ partner/ director/ employee in any capacity):-

5.3.5.1. With a retired Manager (of Gazetted Rank) or a retired Gazetted Officer of the Central or State or its Public Sector Undertakings, if such a retired person has not completed the cooling-off period of one year after his/ her retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organisation.

5.3.5.2. With near relations of executives of the Procuring Entity involved in this Tender Process.

5.3.6. Not have a conflict of interest which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempts should be made to induce any other bidder to submit or not to submit an offer for restricting competition.

5.4. The bidder must also fulfil other additional eligibility condition/s, if any, as may be prescribed in the RFP and must provide evidence of their continued eligibility to the Procuring Entity, if so required.

5.5. Class-I/ Class-II Local Suppliers and Non-Local Suppliers (as defined by DPIIT) shall be eligible, subject to certain conditions as mentioned in the RFP.

5.6. Bidders from specified countries sharing land borders with India (excluding those in development partnership with India, or where lines of credit have been extended by the GoI) shall be eligible to bid, subject to certain conditions as mentioned in the RFP.

5.7. The Procuring Entity reserves its right to grant purchase preferences to Class-I Local Suppliers and or Micro and Small Enterprises (MSEs) as specified in the RFP.

5.8. For indigenisation/ development contracts, Indian Vendors will be eligible, subject to meeting the definition of Indian Vendors and certain other conditions as mentioned in the RFP.

PART I – GENERAL INFORMATION

1. Last Date and Time for Submitting the Bids:

<u>CRITICAL DATE SHEET</u>			
<u>S. No</u>	<u>Item</u>	<u>Date</u>	<u>Time</u>
(a)	Published Date	05 Jun 2026	1700 Hrs
(b)	Bid Document Download	05 Jun 2026	1705 Hrs
(c)	Clarification Start Date	05 Jun 2026	1715 Hrs
(d)	Clarification End Date	22 Jun 2026	1700 Hrs
(e)	Pre-Bid Meeting	23 Jun 2026	1200 Hrs
(f)	Bid Submission Start	05 Jun 2026	1720 Hrs
(g)	Bid Submission End	09 Jul 2026	1700 Hrs
(h)	Bid Opening Start	10 Jul 2026	1100 Hrs

{Online bids/ sealed bids (both technical and commercial, in case two bids are called for) should be submitted/ reach by the due date and time. The responsibility to ensure this lies with the Bidder}

2. Manner of Submitting the Bids The Bids will be submitted in the following manner:-

2.1. **E-Bid Cover-I (ON LINE).** Cover-I will contain the Commercial Bid consisting of following scanned documents converted in a single PDF file in following sequences:-

2.1.1. Proof of valid Registration/ renewal of Registration. The status of Bidder will be considered as existing on the date of Bid opening.

2.1.2. PAN No, GSTIN Registration.

2.1.3. **Tender Conditions Acceptance Certificate.** Unconditional acceptance of all the tender conditions of online RFP as per **Appendix 'A'** on Firm's letter head. If the Certificate is signed by legally authorised signatory, a copy of the authorisation letter be uploaded.

2.1.4. Undertaking by the Firm to be able to provide items/ services as per RFP.

2.2. **E-Bid Cover-2 (Online).** Commercial bid packet consisting of "BOQ" (Bill of Quantities) in the Excel Sheet.

2.3. Instructions for bidders to understand before filling the online bids are at **Appendix-'B'**.

2.4. Bids sent by FAX or e-mail will not be considered.

2.5. Besides the documents specified above for 'On Line' submission, in case the bidder submits any other document (like technical information) 'On Line', hard copy of the same.

3. **Time and Date for Opening of Bid.** Please refer **Paragraph 1, Part-I of RFP**. If due to any exigency, the due date for opening of the Bid is declared a closed holiday, the Bid will be opened on the next working day at the same time or on any other day/time, as intimated by the BUYER.

4. **Location of the Tender Box** (in case of Manual Bidding). **Near Gate No. 1, Sena Bhawan, Integrated HQ of MoD (Army), New Delhi-110011 (Marked as 'MGS')**. Only those physical documents that are found in the Tender Box will be opened. Documents dropped in the wrong Tender Box will be rendered invalid. Bids sent by FAX or e-mail will not be considered.

(Only those Bids that are found in the designated Tender Box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid).

5. **Place of Opening of the Bid.** **Master General Sustenance Branch, MGS Proc (Amn & MsIs), Room No 215, A Wing, Sena Bhawan, Integrated HQ of MoD (Army), New Delhi-110011.** Date of opening of the commercial bid will be intimated after acceptance of the technical bids.

(The bidder may depute his representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/ technical clauses quoted by all Bidders will be read out in the presence of the representatives of the Bidder. This event will not be postponed due to non-presence of your representative).

6. **Two-Bid System.** In case of two bid system, only the Technical Bids would be opened on the time and date mentioned above. Date of opening of the Commercial Bids 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.

7. **Submission of Bids.** Bids should be submitted online by the Bidders under their Digital Signature or in case of manual bidding, under their original memo/ letter pad, inter alia, furnishing details like TIN, GST number, Bank address with Electronic Funds Transfer (EFT) Account, if applicable, etc., and complete postal & e-mail address of their office.

8. **Clarification Regarding Contents of the RFP.** The e-Procurement application provides an interface for vendors to seek clarifications online and the procurement authority to reply to the same. The start date and end date for seeking clarifications will be included in the critical dates indicated in the tender. In case of manual bidding, a prospective Bidder, who requires clarifications regarding the contents of the bidding documents, shall notify to the Buyer in writing about the clarifications sought, not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the queries and clarifications by the Purchaser will be sent to all prospective Bidders who have received the bidding documents.

9. **Modification and Withdrawal of the Bids.** A Bidder may modify or withdraw his Bid after submission, as per the modalities given in relevant e-Procurement Portal. In manual bidding, a written notice of modification or withdrawal, if any, is to be sent by the Bidder in such a manner that it is received by the Buyer prior to the deadline prescribed for submission of bids. 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 bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period, will result in forfeiture of the EMD/ bid security submitted by the concerned Bidder.

10. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his Bid. The request for clarification/s 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/s on the initiative of the Bidder will be entertained.

11. **Rejection of the Bids.** Canvassing by the Bidder in any form, unsolicited letter/s and post-tender correction/s, may invoke summary rejection, with forfeiture of EMD. Conditional tenders will be rejected.

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

13. **Validity of Bids.** The Bids should remain valid till Six (06) **months** from the last date of submission of the Bids.

14. **Earnest Money Deposit (EMD)/Bid Security.** Earnest Money Deposit (EMD)/Bid Security. Bidders are required to submit EMD/ bid security for an amount of **₹7,92,72,375/-** along with their Bids. The EMD/ bid security may be submitted in the form of a Account Payee Demand Draft, Fixed Deposit Receipt (FDR), Banker's Cheque, Insurance Surety Bonds, Bank Guarantee (BG)/ Electronic BG (e-BG) or Electronic EMD (e-EMD) from any of the Indian Public or Private Sector Scheduled Commercial Banks or payment online in an acceptable form. EMD/ bid security is to remain valid for a period of 90 days (45 days to 90 days) beyond the final bid validity period. EMD/ bid security DPM - 2025 (Vol. II) Appendices and Forms (85) 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 Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by the Ministry of Micro, Small and Medium Enterprises (MSME)/ MSEs registered with National Small Industries Corporation (NSIC)/ firms having Udyam Registration/ Startups recognised by the Department for Promotion of Industry and Internal Trade (DPIIT) and those Bidders who are registered with the Central Purchase Organisation/s of Departments/ Ministries of the Government of India concerned for the same item/ range of products/ goods or services for which tender has been issued. The EMD/ bid security will be forfeited if the Bidder withdraws or amends, impairs or derogates from the Tender in any respect within the validity period of their tender.

OR

15. **Bid Securing Declaration.** In place of a Bid security, the Bidders are required to sign a bid securing declaration, accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document, from being eligible to submit bids for contracts with the entity that invited the bids.

16. Special Instructions to Contractors/ Bidders for e-submission of bids online through e-Procurement Portals, may be adhered to. The details of the EMD and other documents submitted physically to the Organisation/ Unit and the scanned copies furnished at the time of bid submission online, should be the same, otherwise the Tender will be summarily rejected.

17. In case of e-Bidding, EMD instruments and certificates/ documents/ etc., should be dropped in either the Tender Box marked as or sent by registered post at the address given above, so as to reach by the due date and time.

Eligibility Conditions and Preference Policies

18. **Bidders from Specified Countries.** Not Applicable
19. **Conflict of Interest among Bidders/ Agents.** Not Applicable.
20. **Public Procurement (Preference to Make in India) (PPP-MII) Order, 2024.** Not Applicable.
21. **Public Procurement Policy for MSEs, 2012 (as amended in 2018 and subsequent amendments).** Not Applicable.
22. **Support to Startups recognised by DPIIT.** Not Applicable.
23. **Bidders for Indigenisation/ Development Contracts.** (Applicable only for Indigenisation/ Development Contract Categories) Not Applicable.

Eligibility Declarations

24. The following declarations shall be made by the Bidder and submitted along with the Bid:-

24.1. Rule 144 (xi) of the General Financial Rules 2017 - Restrictions on Certain Countries sharing Land-Borders with India. "We, M/s _____ hereby confirm compliance to all the stipulations of the clause on restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017 and declare as under:-

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

AND

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed) and we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

AND

We have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India; and solemnly certify that we do not have any ToT arrangement requiring registration with the competent authority or, if having ToT arrangement with an entity from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered."

24.2. Make in India Status. “We, M/s _____, having read and understood the Public Procurement (Preference to Make in India) (PPP-MII) Order, 2024 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, hereby submit a Self-Certification for Category of Suppliers, viz. Class-I Local Supplier/ Class-II Local Supplier/ Non-Local Supplier, giving the percentage of local content. [In case of Tenders above ₹ 10 crore, Class-I or Class-II Local Suppliers shall submit a certificate from statutory auditor/ cost accountant as per Sub-Paragraph 20 (d) (ii) above, along with the bid].

We also declare that we do not belong to any Country whose bidders are notified as ineligible on reciprocal basis under PPP-MII Order, 2024 (as amended and revised till date).”

25. **Bidders applying under MSE and Startup Categories.** Not Applicable.

26. **Bidders applying for Indigenisation/ Development Contract Categories.** Not Applicable.

27. **Experience and Past Performance.**

27.1. The Bidder (manufacturer or principal of authorised representative – hereinafter referred simply as ‘The Bidder’) should have regularly for at least the last three years (change number of years as applicable), ending 31st March (or any other year ending followed in relevant country) of the previous financial year (hereinafter called ‘The Relevant Date’), manufactured and supplied (/ erected/ commissioned 1) _____, with the same or higher specifications (having/ with 2) (hereinafter called ‘The Product’); and

27.2. The bidder’ should have manufactured and supplied (/ erected/ commissioned 1) at least 3 numbers (herein after referred as ‘The Qualifying Quantity’) of ‘The Product’ in at least one of the last five years ending on ‘The Relevant Date’; and out of which

27.3. At least 4 numbers of offered version/ model of ‘The Product’ should be in successful operation for at least 4 years on the date of bid opening.

28. **Capability- Equipment & Manufacturing Facilities.** ‘The Bidder’ must have an annual capacity to manufacture and supply (/ erected/ commissioned 1) at least ‘The Qualifying Quantity’. (Note: In case of multiple products in a tender, this criterion shall be applicable product wise. For example, in case of Printing Paper of different specifications/ sizes, it shall be applicable to quantity of paper manufactured and supplied specification/ size wise.)

29. **Financial Standing (Under all Conditions).**

29.1. The average annual financial turnover of ‘The Bidder’ during the last three years, ending on ‘The Relevant Date’, should be at least ₹ _____/-or equivalent in foreign currency at exchange rate prevalent on ‘The Relevant Date’) as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries.

29.2. The net worth of the Bidder firm (manufacturer or principal of authorised representative) on 'The Relevant Date' should not be less than 5% of the estimated value of the contract.

29.3. The net worth of the Bidder firm (manufacturer or principal of authorised representative) should not be negative on 'The Relevant Date' and also should have not eroded by more than 30% (thirty percent) in the last three years, ending on 'The Relevant Date'. [Note - In case of Indian Bidders/ companies (manufacturer or principal of authorised representative) who have been restructured by Banks in India under the statutory guidelines, such Bidders would be deemed to have qualified the Financial standing criteria, considering the institutional financial backing available to them.]

30. **Additional Criteria.** (To be retained as applicable)

30.1. **Applicability to 'Make in India'.** Not Applicable.

30.2. **Authorised Representatives.** Bids of Bidders quoting as an authorised representative of a principal manufacturer would also be considered to be qualified, provided:-

30.2.1. Their principal manufacturer meets all the criteria above without exemption; and

30.2.2. The principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form, assuring full guarantee and warranty obligations as per the standard and special conditions of contract; and

30.2.3. The Bidder himself should have been associated, as an authorised representative of the same or other principal manufacturer for the same set of services as in the present Bid (supply, installation, satisfactorily commissioning, after sales service, as the case may be) for same or similar 'Product' for past three years ending on 'The Relevant Date'.

30.3. **For Existing Successful Past Suppliers.** In case the Bidder (manufacturer or principal of authorised representative) who is a successful past supplier of 'The Product' in at least one of the recent past three procurements (change number, as applicable), does not meet any one or more of the requirements above, such a Bidder would also be considered to be qualified, in view of his proven credentials for the maximum quantity supplied by him in such recent past.

30.4. **Joint Ventures and Holding Companies.** Credentials of the partners of Joint Ventures cannot (repeat cannot) be clubbed for the purpose of compliance of Pre Qualification Criteria in supply of Goods/ Equipment, and each partner must comply with all the Qualification Criteria independently. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

30.5. **Integration Experience – For Cases involving Integration.** Not Applicable.

30.6. **Turnkey Projects.** Not Applicable.

30.7. **Quality Control**

30.7.1. Certification Requirements [to be included only if it is inherently linked to the scope of work, e.g. BIS/ ISO 9001/ CMMI Level 3 or more (specifying development/ service/ acquisition models)/ other certification for quality systems/ ISO 27001 certification for information security projects/ etc.].

30.7.2. Compliance with international standards like IEEE, ITU, etc. (to be included, depending upon the nature/ type of project or solution required, provided domestic standards are not available)

Notes:- (Applicable to Clauses 27, 28 & 29 above)

1. Applicable only in case of Plant and Machinery.
2. Insert the defining parameters like Speed/ defining Technology/ etc., as applicable.
3. Fix the quantity as 40 – 80 % or any other % of the quantity in the Bid Documents rounded up to the next whole number. In case of uncommonly large quantity procurements, a lower percentage would ensure that otherwise capable suppliers, do not get ruled out. In case of smaller procurements, a higher percentage would ensure that low capability vendors do not vitiate competition.
4. Fill up a reasonable number. In a new technology product, the manufacturer is not likely to meet the requirements for number of products, or of number of years' operating successfully; hence, these can be reduced in such cases.
5. Value to be fixed at 40 – 80 % or any other % (not less than 30%) of the estimated annual outflow of the contract.

Note for the Bidders:-

1. Doctrine of Substantial Compliance. The above Qualification Criteria are for shortlisting of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the Qualification Criteria. Keeping this caveat in view, interpretation by Procuring Entity would be based on common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final.
2. Along with all the necessary documents/ certificates required as per the tender conditions, the Bidder should furnish a brief write-up, backed by adequate data, explaining his available capacity (both technical and financial), for manufacture and supply of the required goods/equipment, within the specified time of completion, after meeting all his current commitments.
3. Supporting documents submitted by the Bidder must be certified as follows:-
 - 3.1. All copies of supply/work order/s; respective completion certificate/s and contact details of clients; documents issued by the relevant Industries Department/ National Small Industries Corporation (NSIC)/ manufacturing licence; annual report, etc., in support of experience, past performance and capacity/capability, should be authenticated by the person authorised to sign the Tender on behalf of the Bidder. Original documents must be submitted for inspection, if so demanded.

3.2. All financial standing data should be certified by certified accountants, for example, Chartered Accountants/ Cost Accountants or equivalent in relevant countries; and the Indian Bidder or Indian counterparts of foreign Bidders should furnish their Permanent Account Number.

PART II – ESSENTIAL DETAILS OF ITEMS/ SERVICES REQUIRED

1. **Requirement of Item.** List of items/services required is as follows:-

Item : Maneuverable Expendable Aerial Target (MEAT) Qty-202 with ESP worth 15% of cost of 202 articles i.e MEAT.

2. **Technical Details:**

2.1. Gen. The Maneuverable Expendable Aerial Target (MEAT) will be modular in nature and capable of being assembled and launched with ease. It will be light weight and allow easy handling and hand loading of the target on to the launcher. The Aerial target will have as Miss Distance Indicator (MDI) for applications related to weapon system evaluation. The Target will be designed to cater to the EMI/EMC requirements as per applicable MIL standards need of the MEAT communication system. The complete MEAT System including the following :-

2.1.1. Target Airframe (Wing, Fuselage, Belly Pod, Vertical Fin, Engine cowlings and all hatches).

2.1.2. 44 Kg thrust gas turbine engine (with integral fuel pump starter and engine control unit) with 44 litre fuel tank, fuel system and engine mounting pylon.

2.1.3. Avionics unit complete with autopilot, command data receiver, telemetry data transmitter, all wiring harnesses, control actuators and rechargeable batteries.

2.1.4. AMDI Acoustic Miss Distance Indicator (AMDI) including scoring sensors with connecting leads (4 off), target processor unit and associated telemetry antenna and cable.

2.1.5. Smoke Tracking Flares x 04.

2.1.6. Infra-red Tracking Flares x 04 complete with connecting leads and wing tip mounting brackets (2 off).

2.1.7. Radar Altimeter.

2.1.8. 7" diameter, Monostatic Luneburg lens x 02.

2.1.9. Recovery parachute with attachment bridle, deployment bag and drogue parachute.

2.2. Operational Parameters. The MEAT will have the following operational parameters/capabilities:-

S No	Parameter	Requirement
2.2.	Maximum Speed	400 Kmph or more
2.3.	Maximum Endurance	30 Minutes or more at Wide Open Throttle (WOT) at sea level
2.4.	Minimum Altitude	20m or less
2.5.	Maximum Altitude	5000 m or more
2.6.	Maneuverability	2.0 g or more in a sustained turn
2.7.	Rate of Climb (Clean Configuration at Sea Level)	10 m/sec or more at sea level
2.8.	Launch Mode	Ground based
2.9.	Radar Band for Detection	(8-10 GHz) and (10-20 GHz)
2.10.	RCS in 8-10 GHz Band	One Sq m or less
2.11.	Augmentation Systems	
	2.10.1. RCS Augmentation	In (8-10 GHz) and (10-20 GHz) Band

	System (Simultaneously or individual)	(Transponder/Luneburg lens/Corner Reflectors) Should be able to simulate RCS of at least 5 sq m
	2.10.2. Visual Augmentation system	By smoke generation lasting for 3 min or more and bright contrast color of airframe
	2.10.3. Infra-Red Augmentation System	3–5 micron band for minimum three minutes or more. Should simulate IR signatures of fighter jets
2.12.	Miss Distance indicator	
	2.11.1.Capability	Capable of indicating miss distance of projectiles of caliber
	2.11.2.Radius of detection	10 m or more
2.13.	Launch wind condition	
	2.12.1. Head winds	Max 30 Kts
	2.12.2. Cross winds	Max 15 Kts
	2.12.3. Capability to withstand on launcher	Max 35 Kts
2.14.	Launch Temperature Range	5° to 40° C or more
2.15.	Storage Temperature Range	0° to 55° C or more

2.3. Operation and Maintenance. The essential Parameter of the MEAT are as follows:-

2.3.1. The MEAT system will be ruggedized and modular in construction capable of being transported by road, rail, air and ship.

2.3.2. The MEAT will be capable of being stored in weatherproof packages in the field conditions (non-air-conditioned).

2.3.3. MEAT will have Built-in Test Equipment (BITE) modes for automatic diagnosis and reporting of the fault.

2.3.4. An Automated Test Equipment (ATE) will be provided as part of test equipment reduces the time of preparation and pre-flight preparation.

2.3.5. The MEAT will be able to operate and certified for Indian Region Atmospheric (IRA) conditions.

2.3.6. MEAT will be recoverable by Parachute Recovery.

2.4. The shelf life of MEAT System should be **three years.**

3. **Two-Bid System.** In respect of two-bid system, Bidder is required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The bidder is advised to submit the technical compliance statement as per the format given below:-

Para of RFP Specifications Item-wise	Specification of Item Offered	Compliance to RFP Specification - 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 as under from the effective date of adv payment :-

Period	Quantity	Remarks
T ₀ + 09 Months	52	T ₀ is time of Contract
T ₀ + 18 Months	50	
T ₀ + 27 Months	50	
T ₀ + 36 Months	50	

Note : Complete MRLS will be delivered prior to expiry of warranty of 1st lot of equipment.

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. **International Commercial Terms (Incoterms) for Delivery and Transportation (“E” / “F” / “C” / “D” Terms).** Not Applicable.

6. **Consignee Details:-** The details of the consignee for MEAT System (Birds) and MRLS is as follows:-

- 6.1. For **MEAT System (Birds)** : CAD, Pulgaon
- 6.2. For **MRLS** : COD, Delhi Cantt

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.

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 performance of 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 questions arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, shall be resolved through arbitration. The standard clause of arbitration is as per **Appendix H** of DPM.

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 Contract 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 or 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 has 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 Equipment Manufacturer (OEM)/ OEM Authorised Subsidiary/ OEM Authorised Vendor/ Government sponsored Export Agency (applicable in the case of countries where domestic laws do not permit direct export by OEMs) 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 award 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 with proprietary markings thereof to any third party, unless required by either Government of the Parties or by Seller's suppliers solely for the purpose of performing the obligations under the Contract.

8. **Liquidated Damages (LD).** In the event of the Seller's failure to supply of stores/ goods as per schedule specified in a contract, the CFA, without prejudice to the rights of the purchaser to any other remedy for breach of contract, may recover from the contractor, a sum equivalent to 0.5% of the price {total cost (including elements of GST, freight/ transportation and other variations life PVC/ ERV etc.) of services, which the contractor as failed to deliver within the period agreed for delivery in the contract, for each week or part thereof. The total damages shall not exceed 5% of the Price {total cost (including elements of GST, freight/ transportation and other variations life PVC/ ERV etc.) of services. Any extension given by the buyer for delay attributable to buyer or on account of Force Majeure Clause is to be factored in delivery period.

8.1. In case of inordinate delay this maximum deduction shall be 10% of the price (total cost), as stated above, of services supplied with delay.

8.2. Inordinate Delays : Inexcusable delays of more than one-fourth (25%) of the total delivery period shall be treated as inordinate delays.

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:-

9.1. The delivery/ repair of the material/ equipment/ system is delayed for causes not attributable to Force Majeure for more than six months after the scheduled date of delivery.

9.2. The SELLER is declared bankrupt or becomes insolvent.

9.3. The delivery/ repair of material/ equipment/ system is delayed due to causes of Force Majeure by more than **06 (six) Months provided Force Majeure clause is included in contract.**

9.4. 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.

9.5. When the item repaired by the supplier repeatedly fails in the inspection and/or the supplier is not in a position to either rectify the defects or other items conforming to the contracted quality standards.

9.6. As per decision of the Arbitration Tribunal.

9.7. The buyer reserves the right to foreclose the contract by giving two month notice to the vendor without assigning any reasons.

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

11. **Transfer and Subletting.** 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, except with the prior consent of the Buyer in case of merger, amalgamation, consolidation, acquisition, change in control or similar transactions. For granting such consent, Buyer may require the Seller to enter into a Novation Agreement. The Seller may utilise its wholly owned subsidiary in India to provide product support related to the Contract. However, it shall not relieve the Seller of any obligation, duty or liability attributable to the Seller under the present Contract.

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, registration charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims, including claims from any third party at any time on account of the infringement of any or all such rights, whether such claims arise in respect of manufacture or use. The Seller shall have the sole responsibility to defend/ settle such claim(s). The Seller shall be responsible for completion of the supplies, including spares, tools, technical literature and training aggregates, irrespective of the fact of infringement of any or all these rights.

13. **Amendments.** No provision of the 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, Duties and Levies.**

14.1. All taxes, duties, levies and charges which are to be paid for the delivery of goods/ services, including advance samples, shall be paid by the parties under the present

Contract in their respective countries (applicable in case of proposals involving foreign procurements).

14.2. All indirect taxes and duties paid by the Seller on behalf of the Buyer will be reimbursed at actuals, or as quoted by the Seller, whichever is lower, based on production of documentary proof of payment.

14.3. Bidders must indicate separately the relevant Taxes/ Duties (including GST/ IGST/ etc.) likely to be paid in connection with delivery of completed goods/services specified in the RFP. 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.

14.4. If a Bidder is exempted from payment of any duty/ tax up to 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. In such cases, relevant certificate/s will be issued by the Buyer later, to enable the Seller to obtain exemptions from taxation authorities.

14.5. Bidders should note that in case any refund of any duty/ tax is granted to them by Central/ State 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 duty/ tax originally paid for the stores supplied under the Contract.

14.6. Any upward revision in levies, taxes and duties levied by the Central/ State/ Local governments on final product as a result of any statutory variation taking place within Contract period, shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/ tax paid by the Seller. Similarly, in case of downward revision in any such 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, concessions, etc., if any, obtained by the Seller.

14.7. Levies, taxes and duties levied by Central/ State/ Local governments on final product will be paid by the Buyer on actuals, based on relevant documentary evidence. Bidders are required to include the same in the pricing of their product. Taxes and duties on input items/ raw materials, and any variations thereof, will not be paid by the Buyer and they may not be indicated separately in the bids.

14.8. Liquidated damages or any other recoveries should not be shown as deductions on the invoice, and GST shall be applicable on the Invoice Amount.

14.9. In case of Price Variation or Exchange Rate Variation, or any other variation, GST shall be applicable on the net invoice value after the variation is taken into account.

14.10. In case of profiteering by the Seller relating to GST tax, the Procuring Entity shall treat it as a violation of the Code of Integrity in the Contract and take any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.

14.11. For imported stores, the Bidder shall quote prices thereof exclusive of customs duty and shall specify separately the CIF/ CIP/ any other INCOTERMS (as applicable) prices and total amount of customs duty payable. The Bidder will also indicate correctly the rate of customs duty applicable, along with the Indian Trade Classification (ITC-HS) applicable. Customs duty if paid by the Seller will be reimbursed at actuals, on production of necessary documents.

OR

The Bidder will be exempt from payment of Customs Duty, for which Customs Duty Exemption Certificate (CDEC) will be provided by the Buyer.

14.12. Subsequent to the reimbursement of customs duty, the Bidder will submit to the Paying Authority concerned, 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 the 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.

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

15. **Integrity Pact Clause.** An "Integrity Pact" would be signed between the Ministry of Defence/ Buyer and the Bidder for purchases exceeding ₹5 crore. This is a binding agreement between the Buyer and the Bidders for specific contracts in which the Buyer promises that it will not accept bribes during the procurement process and the Bidders promise that they will not offer bribes. Under this Pact, the Bidders for specific contracts agree with the Buyer to carry out the procurement in a specified manner. The Bidders are to submit the Integrity Pact along with their bids (Technical/ Commercial, whichever is earlier). The validity of the Integrity Pact shall be from the date of its signing and extend up to three years or up to 60 days beyond the date of completion of all contractual obligations including warranty to the complete satisfaction of both, the Buyer and the Bidder/ Seller, whichever is later. In case the Bidder is unsuccessful, the Integrity Pact shall expire after six months from the date of signing of the contract. The Format of Integrity Pact will be as per DPMF 14. The essential elements of the Pact are as follows:-

15.1. A pact (Contract) between the Government of India (Ministry of Defence) (the authority or the "Buyer") and those companies submitting a tender for this specific activity (the "Bidder").

15.2. An undertaking by the Buyer that its officials will not demand or accept any bribes, gifts, etc., with appropriate disciplinary or criminal sanctions in case of violation.

15.3. A statement by each Bidder that it has not paid, and will not pay, any bribes.

15.4. An undertaking by each Bidder to disclose all payments made in connection with the Contract in question, to anybody (including agents and other middlemen as well as family members, etc., of officials). The disclosure would be made either at the time of submission

of Bids or upon demand from the Buyer, especially when a suspicion of a violation by that Bidder emerges.

15.5. The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the Contract has been fully executed.

15.6. Undertaking on behalf of a Bidding company will be made “in the name and on behalf of the company’s Chief Executive Officer”.

15.7. The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings:-

15.7.1. Denial or loss of Contracts.

15.7.2. Forfeiture of any or all forms of security deposits/ bonds/ guarantees, including Performance Bond, submitted by the Bidder either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefor.

15.7.3. (Covered in item above) Liability for damages to the Buyer.

15.7.4. Provisions of Sanctions for violation of the Integrity Pact shall also be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reasons for imposing sanction for violation of this Pact.

15.7.5. Debarment of the violator by the Buyer for an appropriate period of time.

16. **Denial Clause.** In case the delay in delivery is attributable to the Seller or a non-Force Majeure event, any statutory increase in, or fresh imposition of any taxes/ duty, including customs duty, leviable in respect of the Stores specified in the said Contract, and/ or upward rise in prices due to the PV clause, and/ or any adverse fluctuation in foreign exchange, are to be borne by the Seller during the extended delivery period, while the Buyer reserves the right to get any benefit of a decrease in price on any aforesaid ground.

PART IV – SPECIAL CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below

1. **Performance Guarantee.**

1.1. **Indigenous Cases.** The Bidder will be required to furnish a Performance Bank Guarantee through a public sector bank for a sum equal to **10%** of the contract value within **30 days** of receipt of the confirmed order. PBG should be valid upto 60 days beyond the period of warranty.

1.2. **Foreign Cases. Not Applicable.**

1.3. The specimen of PBG is given in DPMF -15.

1.4. In case any claims or any other Contract obligations are outstanding, the Seller will extend the Indemnity Bond in lieu of Performance Bank Guarantee as asked for by the Buyer till such time as the Seller settles all claims and completes all Contract obligations including warranty. The Indemnity Bond in lieu of 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.

1.5. Provisions relating to sanctions for violation of the Integrity Pact shall also be applicable for forfeiture of Indemnity Bond in lieu of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason therefor.

2. **Option Clause.** The Contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity under the present Contract, in accordance with the same terms & conditions of the present Contract. This will be applicable within the original delivery period of the Contract. The Bidder is to confirm the acceptance of the same for inclusion in the Contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. **Repeat Order Clause.** The Contract will have a Repeat Order Clause, wherein the Buyer can order up to 50% of the original ordered quantity under the present Contract within -06 months from the date of completion of supply under this Contract, at the same terms & conditions of the present Contract. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat Order or not.

4. **Tolerance Clause.** Not Applicable.

5. **Payment Terms for Indigenous Sellers.** It will be mandatory for the Bidder 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 Bidder for receiving payments through ECS is at **DPMF-17**. The payment will be made as per the following terms, on production of the requisite documents:

5.1. 15% advance payment of the basic contract value without taxes.

5.2. Balance 85% including 100% applicable taxes will be paid after submission of the Acceptance Certificate and Certified Receipt Voucher issued by the BUYER.

6. **Payment Terms for Foreign Sellers.** Not Applicable.

7. **Advance Payments.** As per Sub Para 5.1. of Part IV.

8. **Paying Authority.** PCDA, Defence Office Complex, Africa Avenue, New Delhi.

8.1. **Indigenous SELLER. (M/s Anadrone System Pvt Ltd).** The payment of bills will be made on submission of the following documents by the SELLER to the Paying Authority along with the bill:

8.1.1. Ink-signed copy of contingent bill.

8.1.2. Ink-signed copy of SELLER's bill

8.1.3. Ink signed copy of commercial invoice.

8.1.4. Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.

8.1.5. User satisfactory report along with records of serviceability.

8.1.6. Claim for statutory and other levies to be supported with requisite documents/proof of payment such as Excise duty challan, Customs duty clearance, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries etc as applicable.

8.1.7. Performance Bank guarantee/ Indemnity bond where applicable.

8.1.8. 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).

8.1.9. Any other document / certificate that may be provided for in the Supply Order/ Contract.

8.1.10. Photo copy of Indemnity Bond for Performance guarantee and Advance payment.

8.1.11. Certificate of acceptable year of manufacture.

8.1.12. Inspection Note.

8.1.13. Warranty Certificate

8.1.14. Bank guarantee for advance payment.

8.1.15. 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.

18.2. **Foreign Sellers. Not Applicable.**

9. **Fall Clause.** The following Fall clause will form part of the Contract placed on successful Bidder:-

9.1. The price charged for the service provided under the Contract by the Seller shall in no event exceed the lowest prices at which the Seller provides the same service to any persons/ organisation, including the Purchaser or any Department of the Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government, as the case may be, during the period till performance of all

obligations including warranty under the Contract/all Supply Orders placed during the currency of the Rate Contract (as applicable), is completed.

9.2. If at any time, during the said period, the Seller reduces the sale price, sells or offers to sell such stores to any person/ organisation, Including the Buyer or any Department of the Central Government or any Department of a 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, the Seller shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the Contract for the stores, shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

9.2.1. Exports/ Deemed Exports by the Seller.

9.2.2. Sale of goods such as drugs, which have expiry dates.

9.3. The Seller shall furnish the following certificate to the Paying Authority, along with each bill for payment for supplies made against the Contract/ 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 the 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 the Contract/ all supply orders placed during the currency of the Rate Contract (as applicable), at a price lower than the price charged to the Government under the Contract, except for quantity of stores categories under sub-clauses (i) and (ii) of sub-para (b) above, details of which are given below....."

10. **Exchange Rate Variation (ERV) Clause. Not Applicable**

11. **Risk & Expense Clause.**

11.1. Should the items/services or any instalment thereof as given in the contract 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 instalment 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.

11.2. Should the items/services or any instalment thereof as given in the contract 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.

11.3. 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:-

11.3.1. Such default.

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

12. **Force Majeure Clause.**

12.1. 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/ stores under the provisions of the present Contract), if the non-performance results from such Force Majeure circumstances as flood, fire, earthquake and other acts of God as well as war, military operations, blockade, or any other circumstances beyond the control of the parties, that have arisen after the conclusion of the present Contract.

12.2. 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.

12.3. The party for which it becomes impossible to meet obligations under this Contract due to Force Majeure conditions, is to notify in written form to 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.

12.4. Certificate of a Chamber of Commerce/ Commerce and Industry or other competent authority or organisation of the respective country shall be sufficient proof of commencement and cessation of the above circumstances.

12.5. If the impossibility of complete or partial performance of an obligation lasts for more than **6 (six) 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/ contract for the goods/ stores received.

13. **Buy Back Offer. Not Applicable**

14. **Specification.** The Seller, in consultation with the Buyer, may carry out technical upgradation/ alterations in the design, drawings and specifications due to change in manufacturing procedure, indigenisation or obsolescence. This will however not in any way adversely affect the end specifications of the equipment. The changes in technical details, drawings, training and repair and maintenance techniques along with necessary spares and tools as a result of upgradation/ alterations carried out shall be provided by the Seller to the Buyer free of cost within 90 days of affecting such upgradations/ alterations.

15. **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 authorised vendors subject to quality certification.

16. **Export License. Not Applicable.**

17. **Earliest Acceptable Year of Manufacture. Not Applicable.**

18. **BUYER Furnished Equipment. Not Applicable.**

19. **Transportation.** Transportation of equipment to **consignee depot** will be responsibility of the vendor and transportation cost will be borne by the vendor.

20. **Air lift. Not Applicable.**

21. **Packing and Marking.** The following Packing and Marking clause will form part of the Contract placed on the successful Bidder:-

21.1. 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 (if applicable), 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/ forklift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

21.2. 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.

21.3. 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.

21.3.1. Part Number :
 21.3.2. Nomenclature :
 21.3.3. Contract Annex Number :
 21.3.4. Annex Serial Number :
 21.3.5. Quantity contracted :

21.4. 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 yellow colour.

21.5. The Seller shall mark each package with indelible paint in the English language as follows:-

21.5.1. Contract No. :
 21.5.2. Consignee :
 21.5.3. Importer :
 21.5.4. Port/ airport of destination :
 21.5.5. Ultimate consignee :
 21.5.6. SELLER :
 21.5.7. Package No. :
 21.5.8. Gross/ net weight :
 21.5.9. Overall dimensions/ volume :
 21.5.10. The Seller's marking :

21.6. If necessary, each package shall be marked with warning inscriptions: , "Do not turn over", category of cargo, etc.

21.7. 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 damage or deterioration during transportation by land, air or sea. In this case the Buyer shall finalise the marking with the Seller

22. **Quality.**

22.1. The quality of the deliverables (Goods and Services) shall corresponds to the technical conditions and standards valid for the deliveries as per specifications and shall also include therein modifications to deliverables suggested by the BUYER. Such modifications will be mutually agreed to. The SELLER confirms that the deliverables should be of latest manufacture i.e manufactured after the date of Contract with unused components/assemblies /Sub-assemblies and other deliverables under the Contract, conforming to the current production standard and should have 100% of the defined life at the time of delivery.

22.2 Quality Assurance (QA) instructions including the Acceptance Test Procedures (ATP). ATP will lay down the tests to be carried out during PDI and JRI. BUYER shall ensure that there is no repetition of QA tests in PDI and JRI. JRI will be restricted to quantitative checks only. QA of equipment will be carried out as per ATP. The seller would also be required to provide those test facility at OEM premises/accredited laboratories for quality assurance, which are not available with QA agencies.

22.3. The BUYER representatives will carry out Pre-Dispatch Inspection of the Equipment in order to check their compliance with specifications in accordance with ATP as finalised during contract negotiations. Upon successful completion of PDI, the SELLER and BUYER will issue and sign a Certificate of Conformity. –

23. **Quality Assurance.** QUALITY ASSURANCE WILL BE PROVIDED BY **DGAQA**.

24. **Inspection Authority :** The Inspection will be carried out by **DGAQA** The mode of Inspection will be Departmental Joint Inspection.

25. **Pre-Dispatch Inspection (PDI).** The following PDI clause will form part of the Contract placed on the successful Bidder:-

25.1 The Buyer's representatives will carry out PDI of the stores/ equipment in order to check their compliance with the 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 to certify the completeness of the item(s).

25.2 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.

25.3 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 **45 Days** in advance to enable the Seller to apply for the necessary authorisations and clearances to be granted.

25.4 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 **15 days** from the date fixed for such PDI, in order to allow his representative(s) to attend such tests, in which case he shall inform in writing to 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 hereinabove 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 the 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 the 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.

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

25.6 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 and daily expenses, shall be borne by the Buyer.

26. **Joint Receipt Inspection (JRI).** The following JRI clause will form part of the Contract placed on the successful Bidder:-

26.1 The Parties agree that the JRI of delivered goods shall be conducted at location to be nominated by the Buyer. JRI shall be completed within 30 days arrival of the goods. JRI will consist of the following:-

26.1.1 Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in the Contract and the invoices.

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

26.2 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 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 15 days prior to the dispatch of goods to the Buyer for obtaining necessary security clearance.

26.3 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 30 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, the Acceptance Certificate shall not be issued, and claims raised as per the Article on Claims in the Contract. In case there are claims, the Acceptance Certificate shall be issued by the 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.

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

27.1. **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."

27.2. **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."

28. **Claims.** The following Claims clause will form part of the Contract placed on the successful Bidder:-

28.1. The claims may be presented either:-

28.1.1. On quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/ Insufficiency in packing.

OR

28.1.2. On quality of the stores, where quality does not correspond to the quality mentioned in the Contract.

28.2. 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 for defects or deficiencies in quality noticed during warranty period, shall be presented at the earliest but not later than 45 days after expiry of the warranty period. Quality claims shall be submitted to the Seller as per DPMF 18.

28.3. The quantity claims for deficiency in 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 DPMF 19.

28.4. 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 with the presented claim/s. 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.

28.5. 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.

28.6. Claims may also be settled by deduction of cost of deliverables under claim from Bank Guarantees submitted by the Seller or payment of claim amount by the Seller through demand draft drawn on any Indian Public or Private Scheduled Commercial Bank, in favour of the Principal Controller/ Controller of Defence Accounts concerned.

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

29. **Warranty.**

29.1. The SELLER shall warrant that the goods/services supplied under this Contract conform to technical specifications prescribed and shall perform according to the said Technical Specifications.

29.2. The SELLER shall warrant for a period of **12 months** from the date of acceptance of stores by JRI and each component used in the manufacture thereof should be free from all types of defects/failures.

29.3 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 thirty (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.

29.4. SELLER shall warrant that necessary service and repair back up during the warranty period shall be provided by the SELLER and he will ensure that the cumulative downtime period for the equipment does not exceed forty five (45) days of the warranty period.

29.5 If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds forty five (45) days of the warranty period or a common defect is noticed in more than 10% of the quantity of goods with respect to a particular item/component/subcomponent, that complete item/equipment shall be replaced free of cost by the SELLER within a stipulated period of thirty (30) 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.

29.6 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.

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

29.8 The SELLER warrants that the goods supplied will conform to the Temperature conditions as mentioned at Technical Specification

30. Product Support. The following Product Support clause will form part of the Contract placed on the successful Bidder:-

30.1. The Seller agrees to provide Product Support for the stores, assemblies/sub-assemblies, fitment items and consumables, Special Maintenance Tools (SMT)/Special Test Equipment's (STE) subcontracted from other agencies/ manufacturer by the Seller for a maximum period of 10 Years including 12 months of warranty period after the delivery of eqpt. Even after the said mandatory period the vendor 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 all spares before closure of the said production line. The said aspect would also form an integral part of the contract. All upgrades and modifications carried out on the

equipment during the next 10 years or during its life cycle (as per requirement) must be intimated to the SHQ (Service Headquarters).

30.2. The Seller agrees to undertake free of cost warranty repairs for a maximum period of 12 months, extendable till the complete Engineering Support Package is provided by the Seller.

30.3. 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.

30.4. Any improvement/ modification/ upgradation 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.

30.5. The Seller agrees to provide an Engineering Support Package as modified after confirmatory Maintenance Evaluation Trials (MET). The Seller agrees to undertake the repair and maintenance of the equipment, SMTs/ STE test setup, assemblies/ sub assemblies and stores supplied under this Contract for a period of 10 years as Maintenance Contract as specified, or provision of complete Engg Sp Package to the Buyer, whichever is later, as per terms and conditions mutually agreed between the Seller and the Buyer.

30.6. Software to incl **Application software for system level restoration to be provided at 'O' level repair pts.**

31. **Annual Maintenance Contract (AMC) Clause.** Not Applicable

32. **Engineering Support Package (ESP) Clause.**

32.1. ESP is the basic engineering support and the Seller needs to provide to the Buyer for undertaking essential repairs and maintenance of the equipment during its exploitation. After completion of warranty, the maintenance support will be undertaken by in-house agency i.e. EME upto 'I' Level repair using procured Engineering Support Package (ESP) which will be undertaken as per the repair and maintenance philosophy. These repair and maintenance would be in consonance with the Maintenance Philosophy. ESP would constitute the following aspects:-

32.1.1. Spares.

32.1.2. SMTs/ STE.

32.2. **Repair Philosophy.** The Repair & Maintenance philosophy for **MEAT** can be categorized as under:-

32.2.1. **'O' Level.** Includes Field Repairs.

32.2.1.1. **Field Repairs (O Level).** These are repairs carried out at field level by technicians specially trained for this purpose and where the required special tools and spares have to be provided. These repairs comprise replacement of common Line Replaceable Units (LRUs), sub-modules, other components which may require Special Maintenance Tools (SMTs) supported by diagnostics using Special Test Equipment (STE). The vendor may also include Built in Test Equipment (BITE) facility to identify faults upto field level. **Further there will be**

adequate number of LRUs/ Assemblies to be maintained as Floats which can be replaced at field level to reduce MTTR and can be recycled after intervention/ repairs by Original Equipment Manufacturer. In total **02 x LRWs (707 & 708 TSUs)** will provide '**O**' Level repair to quantity- **202 x MEAT**. The manufacturer is required to provide the following:

32.2.1.1.1. 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.

32.2.1.1.2. Additional Special Maintenance Tools and Test Equipment needed for each such field work shop.

32.2.1.1.3. **Software to incl Application software for system level restoration to be provided at 'O' level repair pt.**

32.2.2. **'I' Level Repairs.** Includes Intermediate Repairs by nominated Wksps. These are extensive or special repairs carried out to include **Component Level Repairs. This level of repair envisages special diagnosis and repairs of the repairable inventory up to Printed Circuit Board (PCB) level, major assemblies, interface equipment/software and other components beyond the scope of field level repairs.** These repairs are carried out in the designated workshops by technicians specially trained for this purpose requiring special tools and spares and the number of such facilities will be stated based on equipment deployment pattern. In total there shall be **01 x intermediate level repair point (LRW 707 TSU)** (to provide I level repair cover to quantity **202 x MEAT**. The manufacturer is required, among others, to provide the following: -

32.2.2.1. Quantity and specification of components/spares up to PCB level that need to be stocked for a population of the equipment.

32.2.2.2. Special Maintenance Tools and Test Equipment that has to be provided to each of these workshops.

32.2.2.3. All necessary technical literature.

32.2.2.4. Calibration facilities for test equipment, where applicable.

32.2.2.5. The software of all programmable components of PCBs/Modules will be provided at 'I' level repair pts.

32.2.3. **Repair beyond 'I' level.** - To be undertaken by vendor.

32.3. **Manufacturer's Recommended List of Spares (MRLS).** This is the list of spares, recommended by the manufacturer, for maintaining operational serviceability of the equipment and sustain it for the period as stipulated in the RFP. Based on the explanation, the Bidder is to provide MRLS to sustain the equipment for a period of **02 (two) years** upto '**I**' level of repair post warranty period as per format given at **Appendix-D**. Seller is required to provide these both with Technical and Commercial proposals. The MRLS will be supported by Reliability & Maintainability (R&M) report for the proposed spares along with their Mean Time between Failure (MTBF). 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:-

32.3.1. **Low Cost.** Less than 2% of the unit cost of the equipment/subsystem.

32.3.2. **Medium Cost.** 2% to 10% of the unit cost of the equipment/subsystem.

32.3.3. **High Cost.** Greater than 10% of the unit cost of equipment/subsystem.

32.3.4. If the complete equipment comprises a number of different subsystems, e.g. 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. The MRLS provided by vendor will not be used for warranty repairs.** In order to prevent manipulation of the quantum of MRLS for commercial competitiveness or overload unnecessary MRLS, 'Adequacy' clause and 'Buy Back' clause will be co-opted in the contract as under.

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

32.3.6. **'Buy Back' Clause.** The Buyer shall have the option to amend the Manufacturer's Recommended List of Spares (MRLS) proposed by the Bidder within a period of the **two year** post expiry of the warranty period. The Bidder needs to agree to either 'Buy Back' the spares rendered surplus or exchange them on 'cost-to-cost' basis with the spares, as required by the Buyer. The said spares would be purchased/ replaced by the Seller, based on the prices negotiated in the contract. The 'Buy Back' clause would not be applicable for additional spares.

32.4. **Special Maintenance Tools and Test Equipment.** SMTs, STE and Test Jigs are essential tools/ Jigs/ fixtures required to undertake effective engineering support/ repairs on the equipment and its systems. Based on the Maintenance Philosophy Seller is required to provide SMTs and STEs up to '**I' level** Repair. This would be formulated in a similar manner as explained for MRLS and details are to be included in both Technical and Commercial Proposals as per suggested format given at as **Appendix-E**. The list of equipment required to be supplied will incorporate Adequacy Clause, as elaborated above.

32.5. **Training.** Not Applicable.

32.6. **Miscellaneous Aspects.** Not Applicable.

32.7. **Maintainability Evaluation Trials (MET).** Not Applicable.

33. **Price Variation (PV) Clause.** Not Applicable

34. **Survival after Termination or Expiry.** The following articles shall survive the termination or expiration of this Contract (Articles to be added/ deleted as appropriate):-

34.1. Non-Disclosure of Contract Documents.

34.2. Warranty.

34.3. Law.

34.4. Penalty for Use of Undue Influence.

34.5. Patents and Other Industrial Property Rights.

34.6. Product Support

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bid will be as follows:-
 - 1.1 Bid will be evaluated only if fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
 - 1.2 The technical bid forwarded by the Bidder will be evaluated by the BUYER with reference to the scope of work (technical characteristics of the equipment) as mentioned in the RFP. The compliance of Technical Bid would be determined on the basis of the parameters specified in the RFP. The price Bid will be opened when Technical Bid would clear the technical evaluation.
2. **Price Bid Format.** The price Bid is to be submitted as per BoQ uploaded on Def Proc Portal.

Yours sincerely,

Sd//xxxxxxxxx
(Vikas Sharma)
Lt Col
GSO1 Proc (Msls)

Annexure:

1. Appendix-A
2. Appendix-B
3. Appendix-C
4. Appendix-D
5. Appendix-E

APPENDIX 'A'**TENDER CONDITIONS ACCEPTANCE LETTER
(To be given on Company Letter Head)**

Date:

To,

SUB: ACCEPTANCE OF TERMS & CONDITIONS OF TENDER

Tender Reference No: _____

Name of Tender/Work:

Dear Sir,

1. I/ We have obtained the tender document(s) for the above mentioned 'Tender/Work' from your office namely:-

_____ as per your advertisement, given in the above mentioned website(s).

2. I/ We hereby certify that I / we have read entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby the terms/ conditions/ clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisations too have also been taken into consideration, while submitting this acceptance letter.

4. I/ We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. The Tech Bid and its enclosures as submitted in physical form as mentioned in part-I of RFP.

6. In case any provisions of this tender are found violated, your department/ organisation shall be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely and we shall not have any claim/right against dept in satisfaction of this condition.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

APPENDIX 'B'

INSTRUCTIONS TO THE BIDDERS

Instructions for Online Bid Submission Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement at <https://defproc.gov.in/nicgep/app> are follows:-

1. Possession of valid Digital Signature Certificate (DSC) and enrolment/ registration of the contractors/ bidders on the e-procurement / e-tender portal is a prerequisite for e-tendering.
2. Bidder should do the enrolment in the e-Procurement site using the "Click here to Enroll" option available on the home page Portal enrolment is generally free of charge. During enrolment/ registration, the bidders should provide the correct/ true information including valid e-mail id. All the correspondence shall be made directly with the contractors/ bidders through e-mail id provided.
3. Bidder need to login to the site through their user ID/ password chosen during enrolment/ registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/ TCS/ nCode/ eMudra or any Certifying Authority recognized by CCA India on e-Token/ Smart Card, should be registered.
5. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
6. Bidder logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/ registration and then by giving the password of the e-Token/ Smart Card to access DSC.
7. In case of limited tender the regd dealers/ the bidders invited to participate in the tender will receive a notification through e-mail wrt to the tender and after log in the bidder selects the tender and moves it to "my tender". In case open tender the bidder select the tender which he/ she is interested in by using the search option & the moves it to the "my tender" folder.
8. From my tender folder, the bidder selects the tender to view all the details indicated.
9. After downloading/ getting the tender document/ schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
10. If there are any clarifications, this may be obtained online through the tender site, or through the contact details or during the pre-bid meeting if any or during the pre-bid meeting if any.
11. Bidder should take into account the corrigendum published before submitting the bids online.
12. It is constructed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked: otherwise, the bid will be rejected.
13. The bidder can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then sent along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

14. Bidder, in advance, should get the bid documents ready to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/ xls/ rar/ zip/ dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded online for the tenders should be less than 2 MB. If any documents more than 2 MB, it can be reduced through zip/ rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.
15. Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/ couriered/ given in person to the Tender Inviting Authority, with the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
16. While submitting the bids online, the bidder must read the terms & conditions and accept the same to proceed further to submit the bid packets.
17. The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter the details of the instruments.
18. The details of the DD/ any other accepted instruments, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. The submitted bid will not be acceptable if otherwise.
19. The bidder has to digitally sign and upload the required documents one by one as indicated. Bidder must note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
20. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected. The tech bid acceptance will be subjected to physical receipt of specified docu at the time of tech bid opening. Further, the TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids physically by the bidders under any circumstances whatsoever.
21. If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/ BoQ template must not be modified/ replaced by the bidder, else the bid submitted is liable to be rejected for this tender.
22. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour. After the bid submission (i.e after Clicking "Freeze Bid Submission" in the portal), the acknowledge number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
23. The time setting fixed in the server side& displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
24. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized person during the bid submission & not be viewable by any one until the time of bid opening.

25. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers or the procurement officer openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

26. The confidentiality of the bid is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

27. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

28. For any queries regarding e-tendering process, the bidders are requested to contact TIA as provided in the tender document. The bidders for any further queries can also to contact over phone: 1-800-233-7315 or send a mail over to - cpp-nic@nic.in.

29. The undertaking to the effect that the terms and conditions stipulated in the tender docu are acceptable by the auth signatory of the bidders Regd firm will have to be submitted. The subject undertaking on a forwarding letter shall be uploaded on CPP portal during bidding by the bidders.

30. The undertaking to the effect that the terms and conditions stipulated in the tender docu are acceptable by the auth signatory of the bidders Regd firm will have to be submitted. The subject undertaking on a forwarding letter shall be uploaded on CPP portal during bidding by the bidders.

Note:- (Rate to be quoted online by bidder in BOQ Excel Sheet only).

Appendix –‘C’

INDEMNITY BOND FOR PERFORMANCE

1. This deed made on this _____ day of _____ by M/s _____, a company registered under Indian Companies Act 1956 having its registered office at _____(hereinafter referred to as the “Company”).

2. Whereas Indian Army New Delhi acting on behalf of the President of India (hereinafter referred to as “Central Government”) has placed a Contract No _____ dated _____ along with an advance of Rs..... (Rupees only).

3. And whereas, the company has agreed to execute this Indemnity Bond for performance guarantee/Indemnity bond for Advance on the terms and conditions appearing hereinafter.

4. It is hereby agreed and declared by the Company that:-
 - 4.1 The company shall duly and faithfully perform its obligation under the said contract and comply with the conditions in the said contract.

 - 4.2 The company shall, in as much as within its control, refrain from such actions or actions as may cause loss, injury, damage to Central Govt.

 - 4.3 In the event of breach/default by the company in complying and in case the breach/default is not remedied by the company up to period of 90 (Ninety) days of the notification of the breach/ default by the Central Govt, the Company shall indemnify to the Central Govt to the extent of Rs...../- (Rupees -----only) being 10% of the contract value of Rs...../-(Rupees -----only) towards performance guarantee (whichever is applicable) in case of any direct losses or damages suffered by the Central Govt due to failure of the Company.

 - 4.4 The Company shall be fully discharged of its obligations under this bond on meeting its liability as per sub para ‘c’ above which shall be restricted to the limit as provided at sub para ‘c’ above.

 - 4.5 The Company shall not be liable for any breach/ default arising out of force majeure situation or due any default, action, inaction or failure on the part of the Central Govt.

 - 4.6 The liability of the Company under this bond shall remain and in full force until the fulfilment of the obligations of the Com

Appendix- D

MANUFACTURER RECOMMENDED LIST OF SPARES (MRLS)**Equipment: Quantity 202 x MEAT**

Original Equipment Manufacturer (OEM): _____

Ser No	Manufacture' s Part No	Source of Supply	Nomenclature	Nos Fitted in one equipment	ISPL/ Drg Ref	Unit Cost	Recommended Scale of spares for 02 x 'O' level Repair Pts for two yrs	Recommended Scale of spares for 01 x 'I' level Repair Pt for two yrs	Total Cost	Remarks
List of spares for MEAT										
1.										
2.										
						Total Cost				

Notes:-

- Recommended scale and cost be given separately for Unit repair, Field repair, Intermediate and Base repair.
- Maintenance spares/ stores like lubricants, sealing compound, gases should be given separately giving source of supply.
- Spares for component repairs should be included under the column of nodal repair & Base Repair as suggested by OEM.
- In Remarks column, following information (if applicable) be given:-
 - If an item has a shelf/ operational life, it be marked as 'G' and life indicated.
 - Matching set of components be indicated.
 - Items which can be/ are being Locally Manufactured/ Sourced from Indian Industry should be marked 'LM'.
 - Items which cannot be manufactured in India due to sophisticated design/ technology/ Special Item may be marked as 'SI'.
 - If a component/ assembly is common to other similar equipment offered by the OEM earlier, these should be marked 'CM' and name of the equipment be indicated.
- MRLS should be drawn out of the Part List of the equipment, which should be separately given as part of Technical Manual.
- If the main equipment consists of other equipment, then MRLS should be prepared for them under proper heads.
- MRLS be prepared as per the maintenance concept of the customer.
- Items provided along with the equipment as spares should also be included in MRLS.
- Modules/ Shop Replaceable Unit (SRU)/ assemblies should be listed and their components should be included under them so as to relate each item of spare to their module/ SRU/ assembly.
- Software to incl Application software for system level restoration to be provided at 'O' level repair pts.**

Appendix-E

LIST OF SMTs/STEs, JIGs, FIXTURES AND INFRASTRUCTURE

Equipment: Quantity 202 x MEAT

Original Equipment Manufacturer (OEM): _____

Ser No	Manufacture' s Part No	Source of Supply	Nomenclature	Unit Cost	Nos Required (SMTs/ STE, Test Jigs, Fixtures and Infrastructure) for 02 x 'O' Level Repair Pts	Nos Required (SMTs/ STE, Test Jigs, Fixtures and Infrastructure) for 01 x 'I' Level Repair Pt	Total Cost	Remarks
List of SMTs/ STE & Test Jigs for MEAT								
1.								
2.								
				Total Cost				

Note:-

1. SMTs/STE as finalised/ worked out during the Prototype Validation Trials to be offered for 'O' & 'I' level repair pts.
2. Prepare separate sheet for each type of equipment.
3. Specify in remarks column whether the Special Test Equipment (STE)/Special Maintenance Tools (SMTs) can be used as general purpose equipment on any other kind of equipment.
4. For Nodal Repairs ('I' Level) quantity required should be for repair of 10 equipment at a time.
5. If test equipment is commercially available ex India, the source of supply be specified.
6. Test equipment for calibrating the STEs should be included in the list above.
7. Test equipment which are required to be provided by the customer should also be included in the list above.
8. **Installation of SMTs/STE will be undertaken by OEM free of cost at the nominated location for 'O' level and 'I' level.**