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Government of India
Directorate of Procurement
Tender Enquiry Cell (W)
Air HQ (Vayu Bhawan), Rafi Marg,
New Delhi – 110011

AIR HQ/CPF-1102, 2300/AHQ/MIRAGE/26-27/W25007/PUR dated 08 Jun 26

**REQUEST FOR PROPOSAL: PROCUREMENT OF SPARES FOR
MIRAGE FLEET
(UNDER SINGLE BID PAC BASIS)**

1. “Online Bid” (**On single Bid System**) from indigenous firm/ vendor is invited by the **Directorate of Procurement, Tender Enquiry Cell** on behalf of the President of India for supply of items listed in **Appendix A** of this RFP. The tender can be viewed at <https://defproc.gov.in>. The address and contact numbers for sending physical documents as explicitly asked for in this RFP are given below: -

1.1. Bids/ queries to be addressed to: - Directorate of Procurement
Tender Enquiry Cell
Air HQs (Vayu Bhavan)
Rafi Marg, New Delhi- 110011

1.2. Postal address for sending the documents: - As per 1.1. above.

1.3. **Name/ designation of the contact: -**

1.3.1. **For Commercial Issues: -**

Gp Capt Procurement/ Wg Cdr Procurement TE Cell
Contact Nos: 011-23060054, 23010231, 23060231 Extn 5298
Fax No: 011-23017664 E-mail: info.282@gov.in

1.3.2. **For Technical issues: -**

1.3.2.1. Contact details of Indentor

Gp Capt Provisioning (CPD)
Contact Nos: 011-23060054, 23060231 Extn 5290
E-mail: forecasting.1@gov.in

1.3.2.2. Contact details of CMC (**For Technical queries**):

Gp Capt Eng M/ Wg Cdr Eng M
Contact Nos: 011-23060054, 23060231 Extn 5401/2

2. To reach the site, please navigate as under: -

**Def-proc.gov.in-----Tender search-----org Name-----Indian Air Force-----City New
Delhi----Product category select any-----search.**

(Signature of Seller)

Sd/-
(Signature of Buyer)

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

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

3.2. **Part II.** Contains essential details of the items required, such as the Schedule of Requirement (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

3.3. **Part III.** Contains Standard Conditions of RFP which will form part of the Contract with the successful Bidder.

3.4. **Part IV.** Contains Special Conditions applicable to this RFP and which will 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 5.1. 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;

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 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.

6. This Tender shall comply with the “Public Procurement (Preference to Make in India) Order, 2017” Implementation of the revised Public Procurement (Preference to Make in India) order 2017 and amended **vide letter No P-45021/2/2017-PP(BE-II) dated 19 Jul 24 and 23 Jul 24** issued by DIPP; and “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012” **as amended vide letter No. PP-7(4)/2007-Fin dated 14 Nov 2018** issued by MoSME and **amended vide S.O. 5745(E) dated 08 Dec 22** up to the hosting of the RFP.

7. This RFP shall be governed by the Indian laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Delhi Courts in India.

8. All prices are to be quoted in Indian Rupees (INR) only. Bids received in any other currency shall be rejected. Any price variation clause based on currency fluctuation shall also be unacceptable and bid will be rejected.

[Signature of Seller]

Sd/-
[Signature of Buyer]

9. **Other standard terms and conditions applicable to this RFP are given in Part 'I' to 'V' of this RFP. These terms & conditions would be part of the contract, same are to be signed and uploaded along with the offer as having accepted the terms and conditions of the RFP (Non-acceptance of these terms and conditions would render your bids invalid). In case of violation against Pre-Integrity Pact, the buyer may penalize the defaulting firm by de-registration, removal from the list of approval firm, ban on dealing and finally blacklisting.**

10. Please acknowledge the receipt of this RFP to e-mail ID info.282@gov.in with agreement on Tender submission date.

11. **Please note that ToD would not be extended after lapse of bid submission end date.**

12. **Applicable Law.** This RFP shall be governed by the laws of the Republic of India, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Delhi Courts in India.

Yours faithfully,

Sd/-
(Ashvini Tyagi)
Wing Commander
Wg Cdr Proc TE Cell
For and on behalf of the President of India

PART I - GENERAL INFORMATION

1.Critical Dates. The critical dates with respect to the Tender ref AIR HQ/CPF-1102, 2300/AHQ/MIRAGE/26-27/W25007/PUR dated 08 Jun 26 are as tabulated: -

CRITICAL DATE SHEET			
Ser No.	Item a.	Date b.	Time c.
1	Published Date	08 Jun 26	1700 Hr
2	Bid Document Download	08 Jun 26	1700 Hr
3	Clarification Start Date	08 Jun 26	1700 Hr
4	Clarification End Date	23 Jun 26	1000 Hr
5	Bid Submission Start	24 Jun 26	1000 Hr
6	Bid Submission End	09 Jul 26	1100 Hr
7	Opening of Commercial Bids (On line)	16 Jul 26	1100 Hr
8	Opening of Tender Box for EMD (Offline)	16 Jul 26	1100 Hr

Note: 1.1. In case of any mismatch between the dates/ times given here in RFP and the dates/ times shown online on Def-Proc website, the dates/ times shown on website shall only be valid.

1.2. Please note that ToD would not be extended after lapse of bid clarification end date.

2. **Manner of Submission of the Bids.** Online bids should be submitted in the manner prescribed in the relevant e-Procurement Portal. In case of manual bidding, sealed bids should be either dropped in the Tender Box marked as **No. 2, ACAS (Procurement)** or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Bids sent by Fax or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency)

2.1. **The Bids and original EMD/ Ink signed Pre-Integrity Pact are to be duly scanned and uploaded online on Defence Procurement Portal along with the following documents: -**

2.1.1. **Technical Documents.** All technical documentation, brochures etc should be scanned and uploaded.

2.1.2. **Complete RFP along with all Appendices are to be signed as "Accepted" and uploaded along with the bid. In case of any deviation it should be indicated clearly.**

2.1.3. Agency agreement with foreign manufacturer/ OEM for specific product, if any (Scanned and uploaded).

2.1.4. PAN No, GST/ Regn (Scanned and uploaded).

2.1.5. EMD/ EMD Exemption Certificate.

[Signature of Seller]

Sd/-
[Signature of Buyer]

2.1.6. Condition Acceptance Certificate. The bidder shall certify for acceptance of all the conditions of the RFP as per **Appendix B**.

2.2. **The Commercial bids are to be uploaded “online” on (Defence Procurement Portal) only, as per BOQ only.**

2.3. The Bids are to be submitted ‘online’ by the bidder, duly digitally signed by the legal owner of the firm or the person authorized by him to do so.

3. Time and Date for Opening of Bids (As per critical date sheet).

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids 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. Tender Box marked as Tender Box No.-2, ACAS (Procurement) is kept near reception at Air HQ (Vayu Bhavan) Rafi Marg, New Delhi - 110011. Commercial bids are not to be dropped in the other tender boxes. Bids dropped in tender boxes other than Tender Box No.- 2 ACAS Proc will not (R) not be considered. Following guidelines may be followed while submitting the requisite physical document as indicated in the RFP. (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).

4.1. The physical receipt of Original EMD/ Ink signed Pre-Integrity Pact shall be mandatory prior to bid submission end date & time mentioned at Critical Date Sheet.

4.2. The original EMD/ Ink signed Pre-Integrity Pact dropped in the wrong tender Box will be rendered invalid.

4.3. The envelope containing the original EMD/ Ink signed Pre-Integrity Pact physical documents should be addressed to ACAS (Procurement) dropped in Tender Box No.2, Air HQ (Vayu Bhawan), Rafi Marg, New Delhi, Pin-110011. PLEASE SUPERSCRIBE YOUR FIRM’S NAME, ADDRESS, RFP NO. AND DATE OF TENDER OPENING ON SEALED COVER. It may be sent by post/ speed post/ courier. However, it is the sole responsibility of the bidder to ensure original EMD/ Ink signed Pre-Integrity Pact physical documents are received in the buyer's office prior to bid submission end date & time. The buyer by no means will be responsible for any delay in receipt of requisite documents.

4.4. No post-bid clarification on the initiative of the bidder will be entertained

4.5. 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.

4.6. In case your firm is not willing to quote due to any reasons, your regret should be sent well before the due date, failing which your firm can be de-listed from the Contractor’s list.

5. 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,

[Signature of Seller]

Sd/-
[Signature of Buyer]

furnishing details like TIN, GST number, Bank address with Electronic Funds Transfer (EFT) Account, if applicable, etc., and complete postal & e-mail address.

6. **Manner of Submission of EMD/ Ink signed Pre-Integrity Pact.** In case of online bid, the original EMD/ Ink signed Pre-Integrity Pact in a sealed envelope is to be submitted physically in the sealed Tender Box No. 2, Air HQs (Vayu Bhawan), Rafi Marg, New Delhi, Pin-110011 prior to bid submission closing date. No other Physical document to be dropped in tender box other than original EMD/ Ink signed Pre-Integrity Pact: -

“TENDER BOX NO. – 2” ACAS PROC

7. **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.

8. **Modification and Withdrawal of 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.

9. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of the Bids, the Buyer may, at its discretion, ask the Bidder for clarification/s on 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.

10. **Bids are Liable to be rejected for the following Reasons.** Canvassing by the Bidder in any form, unsolicited letter/s and post-tender correction/s, may invoke summary rejection, with forfeiture of EMD.

10.1. Non submission of 'online bids'.

10.2. Price bid submitted in excel format will only be evaluated. Submission of multiple price quotes by the bidders or in any other form will be considered as unsolicited and would subject to summary rejection of bids. The bidders are required to fill the price bid format of BoQ correctly. In lieu Part No. / Description are also

[Signature of Seller]

Sd/-
[Signature of Buyer]

required to be filled up by the bidder in the BOQ (If applicable).

10.3. Bids received in physical document form, registered post, fax, offline mode or e-mail mode will be rendered as rejected.

11. 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 Bid, by FAX/ E-mail/ document communication, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

12. Unsolicited bids. Unsolicited bids shall not be accepted

13. Validity of Bids and OEM Certificate. The Bids should remain valid for 180 days from the last date of submission of the Bids. In case the OEM certificate or any other related documents with the bid from firm is not found, the firm will have to submit the documents within 48 hrs of the query raised. No query would be considered beyond 72 hrs of the query raised.

14. Earnest Money Deposit. Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rupees Forty Two Lakh Sixty Thousand only (Rs 42,60,000/-)** along with their Bids. The EMD may be submitted in the form of an **Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt (FDR), Banker's Cheque, Bank Guarantee (BG)/ Electronic BG (e-BG) or Electronic EMD (e-EMD)** in favour of PCDA, Air Force, RK Puram, New Delhi-66 from any of the Indian Public Sector or Private Sector scheduled commercial Banks authorized to conduct government business as per **Form DPM-13** available in MoD website and can also be provided on request. **EMD is to remain valid for a period of days (45 days to 90 days) beyond the final bid validity period.** EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. **EMD is not required to be submitted by 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/ Start-ups recognised by the Department for Promotion of Industry and Internal Trade (DPIIT) and those bidders who are registered for the same item/ range of products/ goods or services with the Central Purchase Organisation like National Small Industries Corporation (NSIC), DGAQA Organisation or any Department of MoD or MoD itself.** Bidders are requested to append a photocopy of their current valid Registration letter for the same item/ range of products, goods or services for which the tenders have been issued with the **ibid organization for verification and records; failing which the offer will not merit consideration for further processing.** The EMD will be forfeited if the bidder withdraws or amend, impairs or derogates from the tender in any respect during the period between the dead line for submission of bids and expiry of bid validity period.

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

[Signature of Seller]

Sd/-
[Signature of Buyer]

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 **No. 2, ACAS (Procurement)** 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.** Orders issued by the Government of India restricting procurement from bidders of certain countries which share land border with India under Rule 144(xi) of GFR 2017 shall apply to this procurement, as follows: -

18.1. Any bidder from a country, which shares a land border with India, excluding countries as listed in the website of Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects – hereinafter called 'Restricted Countries', shall be eligible to bid in this tender only if the bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). The bidders shall enclose certificate in this regard in the Bid Form.

18.2. In Bids for Turnkey contracts, the successful bidder shall not be allowed to subcontract works to any contractor from such Restricted Countries unless such contractor is similarly registered with the Registration Committee constituted by the DPIIT. In such cases the bidders shall enclose certificate in the Bid Form.

18.3. Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services (including consultancy services and non-consultancy services), and turnkey projects, only if the bidder is similarly registered with the Registration Committee constituted by the DPIIT. The bidders shall enclose certificate in this regard in the Bid Form.

18.4. "Bidder from such Restricted Countries" for the purpose of this clause means:
-

18.4.1. An entity incorporated, established, or registered in such a country; or

18.4.2. A subsidiary of an entity incorporated, established, or registered in such a country; or

18.4.3. An entity substantially controlled through entities incorporated, established, or registered in such a country; or

- 18.4.4. An entity whose beneficial owner is situated in such a country; or
- 18.4.5. An Indian (or other) agent of such an entity; or
- 18.4.6. A natural person who is a citizen of such a country; or
- 18.4.7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

18.5. The 'beneficial owner' for the purpose of sub-paragraph (18.4.) above shall be as under: -

18.5.1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

18.5.2. Explanations for the sub-paragraph (18.5.1.) above are given below:-

18.5.2.1. "Controlling ownership interest" means ownership of or entitlement to more than 25% of shares or capital or profits of the company.

18.5.2.2. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.

18.5.2.3. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than 15% of capital or profits of the partnership.

18.5.2.4. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than 15% of the property or capital or profits of such association or body of individuals.

18.5.2.5. Where no natural person is identified under sub-paragraphs (18.5.2.1.), (18.5.2.2.), (18.5.2.3.) or (18.5.2.4.) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

18.5.2.6. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with 15% or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

18.6. An 'agent', for the purpose of sub-paragraph (18.3.) above, shall be a person employed to do any act for another, or to represent another in dealings with third person.

19. **Conflict of Interest among Bidders/ Agents.** A Bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Buyer's interests. The Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: -

19.1. They have controlling partner(s) in common; or

19.2. They receive or have received any direct or indirect subsidy/ financial stake from any of them; or

19.3. They have the same legal representative/ agent for purposes of this Bid; or

19.4. They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder; or

19.5. Bidder participates in more than one Bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of components/ sub-assemblies/ assemblies from one bidding manufacturer in more than one bid.

19.6. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/ dealer. There can be only one Bid from the following: -

19.6.1. The principal manufacturer directly or through one Indian agent on his behalf; and

19.6.2. Indian/ foreign agent on behalf of only one principal. DPM-2025 (Vol. II) Appendices and Forms (88)

19.7. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

19.8. In case of a holding company having more than one independent manufacturing unit or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

20. **Public Procurement (Preference to Make in India) (PPP-MII) Order, 2024.**

20.1. Orders issued by the Government of India regarding eligibility to participate and for purchase preference to 'Local Suppliers' to encourage 'Make in India' and promote manufacturing and production of goods and services in India, as amended and revised till date, shall apply to this procurement.

[Signature of Seller]

Sd/-
[Signature of Buyer]

20.2. Categories of Local Suppliers. Bidders are divided into three categories based on Local Content (the amount of value added in India, which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percentage): -

20.2.1. 'Class-I local Supplier' with local content equal to or more than 50% local content, whichever is higher.

20.2.2. 'Class-II local Supplier' with local content more than 20% but less than 50%, whichever is higher, but less than that applicable for Class-I local Supplier.

20.2.3. 'Non-Local Supplier' with local content less than that applicable for Class-II local Supplier, in sub-paragraph (20.2.2) above.

20.3. **Purchase Preference.** Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to Class-I local suppliers in procurements undertaken (where the estimated value to be procured is more than 5 lakh) by procuring entities in the manner specified hereunder.

20.3.1. In the procurement of goods, which are divisible in nature, the Class-I local supplier shall get purchase preference over Class-II local supplier as well as Non-local supplier, as per following procedure: -

20.3.1.1. Among all qualified bids, the lowest bid shall be termed as L1. If L1 is a Class-I local supplier, the contract for full quantity shall be awarded to L1.

20.3.1.2. If L1 bid is not a Class-I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class-I local suppliers shall be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

20.3.2. In the procurement of goods, which are not divisible, and in procurement of services where the bid is evaluated on price alone, the Class-I local supplier shall get purchase preference over Class-II local supplier as well as Non-local supplier, as per following procedure: -

20.3.2.1. Among all qualified bids, the lowest bid shall be termed as L1. If L1 is Class-I local supplier, the contract shall be awarded to L1.

20.3.2.2. If L1 is not Class-I local supplier, the lowest bidder among the Class-I local suppliers shall be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price.

20.3.2.3. In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers, within the margin of purchase preference, match the L1 price, the contract may be awarded to the L1 bidder.

20.3.3. Class-II local supplier shall not get purchase preference in any procurement undertaken by procuring entities.

20.3.4. **Margin of Purchase Preference.** The margin of purchase preference shall be L1+20%.

20.4. **Verification of Local Content.**

20.4.1. The Class-I local supplier/ Class-II local supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class-I local supplier/ Class-II local supplier as the case may be. Local content is to be mentioned against each line. They shall also give details of the location(s) at which the local value addition is made.

20.4.2. In cases of procurement for a value in excess of ₹10 crore, the Class-I local supplier/ Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

20.4.3. Complaints about Local Content declarations may be made through the channels of Procuring Entity. (Procuring Entity may prescribe fees for such complaints)

20.4.4. False declarations shall be in breach of the Code of Integrity under Rule 175(1) (i)(h) of GFR 2017, for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of GFR 2017, along with such other actions as may be permissible under law.

20.4.5. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.

20.5. **Ineligibility Based on Reciprocity.** Entities from such countries identified as not allowing Indian companies to participate in their Government procurement,

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shall not be allowed to participate on reciprocal basis in this tender. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

21. Eligibility Declarations

21.1. As per **Rule 144 (xi) of the General Financial Rules 2017** the declarations shall be made by the Bidder and submitted along with the Bid **for Restrictions on Certain Countries sharing Land-Borders with India: - As per Appendix C.**

21.2. **Make in India Status.** Bidders have to submit **Make in India Status** Certificate along with the Bid (**As per Appendix D**).

22. Additional Criteria.

22.1. **Applicability to 'Make in India'.** Bidders (manufacturer or principal of authorised representative) who have a valid/ approved ongoing 'Make in India' agreement/ program and who meet all other criteria above, except for any one or more of the sub-criteria under Experience and Past Performance above, would also be considered to be qualified, provided: -

22.1.1. Their foreign 'Make-in-India' associates (if applicable), meet all the criteria above without exemption; and

22.1.2. The Bidder submits appropriate documentary proof for a valid/ approved ongoing 'Make in India' agreement/ program.

22.1.3. The Bidder (manufacturer or principal of authorised representative) furnishes, along with the Bid, a legally enforceable undertaking jointly executed by himself and such foreign manufacturer (if applicable) for satisfactory manufacture, supply (and erection, commissioning, if applicable) and performance of 'The Product' offered, including all warranty obligations, as per the standard and special conditions of contract.

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

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

22.2.2. 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

22.2.3. 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'.

Note for the Bidders: -

23. Supporting documents submitted by the Bidder must be certified as follows:-

23.1. 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.

23.2. 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.

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PART II - ESSENTIAL DETAILS OF ITEM REQUIRED

1. **Schedule of Requirements.** List of items required is attached as **Appendix A** of this RFP. Bidders before tendering their offer are to ensure that item offered are correctly understood and where required requisite clarification obtained and forwarded along with the offer. **(Kindly append the IPC/ Drawing; Major/ Minor Assembly details. If necessitated, a digital photo of offered item be attached/ e-mailed).** When the offered item is under different part number, kindly confirm that offered item is **‘Fit, Form and Function’** and subjected to Specialists’ acceptance at buyer’s end. Bidders are requested to append the Notification from OEM/ Concerned Accredited/ Certifying Authorities with offer for evaluation and acceptance of offered item by the technical specialists at our end.

2. **Technical Details: -**

- 2.1. Specifications/ drawings, as applicable.
- 2.2. Technical details with technical parameters.
- 2.3. Requirement of training/ on-job training.
- 2.4. Requirement of installation/ commissioning.
- 2.5. Requirement of Factory Acceptance Trials (FAT), Harbour Acceptance Trials (HAT) and Sea Acceptance Trials (SAT).
- 2.6. Requirement of Technical documentation.
- 2.7. Nature of assistance required after completion of warranty.
- 2.8. Requirement of pre-site/ equipment inspection.
- 2.9. Any other details, as considered necessary.

3. **Delivery Period.** The delivery period for supply of items would be upto 24 months of the signing of contract, unless the circumstances warrant a longer delivery schedule. Please note that the Buyer can cancel Contract unilaterally 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.

4. **Terms of Delivery.** The vendor is to offer their quote inclusive of transportation cost up to the consignee unit. The vendor is to deliver item to the consignee unit by road/ courier under their own arrangement. The delivery will be treated as complete on receipt at the Consignee unit in serviceable condition.

5. **Ultimate Consignee.** Commanding Officer, 42 ED AF (Gwalior)

6. **Inspection Authority.** 42 ED AF (Gwalior)

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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.

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 signing of mutually agreed by the Parties and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performances of the services shall commence from the effective date of the contract.
3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to performance, which cannot be settled amicably, shall be resolved through arbitration. The standard clauses of arbitration are as per **Appendix E** of RFP.
4. **Penalty for use of Undue Influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption, shall entitle the Buyer to cancel the Contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking 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

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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 the stores/ goods/ any instalment thereof or fails to perform services, conduct trials, installation of equipment, training and MET 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 0.5% of the price {total cost (including elements of GST, freight/ transportation and other variations like PVC/ ERV etc.) of stores/ incidental works / services, which the contractor has failed deliver within the period agreed for delivery in the Contract, for each week or part thereof. The total damages will not exceed 5% of the Price {total cost (including elements of GST, freight/ transportation and other variations like PVC/ERV etc.) of stores/ incidental Works/ 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 stores/ incidental works/ 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.

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9. **Termination of Contract.** Without prejudice to any other remedy for breach of the Contract, such as removal from the list of registered suppliers, the Buyer shall have the right to terminate this Contract in part or in full, by giving Termination Notice to the Seller any time after the default, but prior to the intended termination date, in any of the following cases:-

9.1. The Seller fails to honour any part of the Contract including failure to deliver the contracted stores/ render services/ achieve milestones in time as per the Contract for causes not attributable to Force Majeure for more than (03 months) as related to the delivery period as per the Contract, or for a period greater than 50% of the scheduled delivery period for the overall Contract, whichever is earlier.

9.2. The Seller is declared bankrupt or becomes insolvent.

9.3. The performance in whole, or in part, or any obligation under this Contract is prevented or delayed by any reason of Force Majeure for a period exceeding 90 (ninety) days, provided Force Majeure clause is included in the Contract.

9.4. The item offered by the Seller repeatedly fails in the inspection and/ or the Seller is not in a position to either rectify the defects or offer items conforming to the contracted quality standards.

9.5. The Seller is found to have made any false or fraudulent declaration or statement or utilised the services of any person, party, firm or institution engaged as an agent to get the contract and made payment/ commission to such agents, or the Seller is found to be indulging in corrupt and unethical practices, directly or indirectly, to influence the award of the Contract.

9.6. Any special circumstances that are to be recorded to justify the termination of the Contract.

9.7. As per decision of the Arbitration Tribunal.

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

11. **Transfer and 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

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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 the supplies, irrespective of the fact of infringement of any or all the rights.

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

14. **Taxes, 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 Rs. 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** is placed at **Appendix F**. The essential elements of the Pact are as follows: -

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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

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

2. **Performance Bank Guarantee (PBG).**

2.1. The Bidder will be required to furnish a Performance Guarantee by way 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 for a sum equal to **5%** of the Contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee (PBG) should be valid up to 60 days beyond the period of warranty.

Note: e-BG accredited by NeSL is acceptable.

2.2. The specimen of PBG is given in **DPMF -15 (As per Appendix G)**.

2.3. In case any claims or any other Contract obligations are outstanding, the Seller will extend the Performance Bank Guarantee as asked for by the Buyer till such time as the Seller settles all claims and completes all Contract obligations including warranty. The Performance Bank Guarantee will be subject to encashment by the Buyer, in case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the Contract are not fulfilled by the Seller.

2.4. Provisions relating to 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 reason therefore.

2.5. Bid Security/ Earnest Money Deposit will act as security for IP till signing of contract. Post signing of contract, IP will be covered by the Performance Bank Guarantee/ Warranty Bank Guarantee (PBG/WBG) till completion of all contractual obligations of the supplier, including warranty obligations. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non responsive bid and shall be rejected straight away.

2.6. The PBG shall remain valid throughout the duration of the contract up to completion of supplies and continue thereafter as Warranty Bank Guarantee (WBG) up to 60 days beyond the date of completion of all contractual obligations including warranty. This obviates the need to obtain a fresh WBG from the Seller on commencement of the warranty period, with corresponding return of the Performance Guarantee. If the total Delivery Period (DP) and the warranty period exceeds a period of two years, the CFA may take a decision at the beginning of the contract period, as to whether a separate WBG may be taken upon completion of supplies. In such cases, fresh WBG may be submitted by the Seller within 45 days from the date of return of the PBG. Final payment to the Seller shall be made only on receipt of fresh WBG. This option of separate WBG may be exercised only when the balance payment due, to the Seller, is greater than or equal to the value of the PBG.

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2.7. In case the execution of the contract is delayed beyond the contracted period and the purchaser grants extension of DP, with or without Liquidated Damages (LD), the supplier shall get the Bank Guarantee (BG)/ FDR revalidated, if not already valid. In the event of the Seller's failure to submit the BGs, the Buyer may deduct from the Seller as agreed, a sum of 0.5% of the value of the BG for every week or part thereof of delay as LD. The total damages shall not exceed 5% of the Price {total cost(including elements of GST, freight/ transportation and other variations like PVC/ ERV etc.) of stores/ incidental Works/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.

2.8. Bank Guarantees submitted by the tenderers/ suppliers as Performance securities need to be immediately verified from the issuing bank before acceptance.

2.9. In case the seller fails to submit the PBG, payment of the delivered goods would be made after deducting 5% of the total contracted value and the same will be retained as PBG.

3. **Option Clause.** Not applicable.

4. **Repeat Order Clause.** Not applicable.

5. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to increase or decrease or rounded off the quantity of the required goods up to percentage justified without any change in the terms & conditions and price quoted by the seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

6. **Payment Terms for Indigenous Sellers.** It will be mandatory for the Bidders to indicate their Bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at **DPMF-17 (also attached as Appendix H)** (Available in MoD website). The payment will be made as per the following terms, on production of the requisite documents:

6.1. 95% payment against Inspection note/ Proof of dispatch, duly supported by photocopy of the Bank Guarantee and against Consignee's provisional receipt. Balance 5% will be paid on receipt of items in good condition by the consignee(s) along with user's certificate of complete installation and successful commissioning.

OR

6.2. 100% payment on delivery and acceptance by the user.

7. **Advance Payments.** At the discretion of buyer, partial payment in advance may be made within the limits specified by the Govt of India on case to case basis. The same will be made against appropriate Bank Guarantee or any authorised guarantee as accepted by the buyer. The format of Bank Guarantee is as per DPMF 26 (Appendix J) or any authorised guarantee, as acceptable to the Buyer. The Advance Payment Bank Guarantee (APBG) shall

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be proportionately and automatically reduced (by percentage of advance) until full extinction along with and prorate to the value of each delivery of goods/ services as evidenced by the corresponding copy of document proving delivery {Joint Receipt Inspection (JRI) Certificate or Certified Receipt Voucher (CRV), issued by the Buyer} and invoices of deliverables supplied/ provided. Advance payment shall be made to the Seller within 30 days of the submission of an appropriate Bank Guarantee or any authorised guarantee, as accepted by the buyer (Specify conditions to be met to make Advance Payment). If the Seller does not submit the required documents/ meet these conditions within 30 days (or as mutually agreed) from the date of contract signing, the period from the 31st day (or as applicable) to the date of actual submission of the documents, will be excluded for reckoning the delivery period/ date. Such delay will get addressed through LD subsequently, unless the Seller makes up this delay. The format for the Advance Payment Bank Guarantee (APBG) is placed at DPMF 26 (**Appendix J**). **In case the contract is terminated due to default of the contractor, the advance payment would be deemed as an interest bearing advance at the interest rate (e.g., the interest rate of the General Provident Fund-GPF) prevailing on the date of release of advance payment, plus 2% would be compounded quarterly.**

8. **Paying Authority.** Account officer, O/o PCDA (Air Force), West Block-V, RK Puram, New Delhi-110066 (Fax 011-26102879). The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bills:-

- 8.1. Ink-signed copy of contingent bill / Seller's bill.
- 8.2. Ink-signed copy of Commercial invoice.
- 8.3. Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- 8.4. CRVs (certificate Receipt Voucher) from the consignee in duplicate.
- 8.5. Inspection note.
- 8.6. Claim for statutory and other levies to be supported with requisite documents/ proof of payment such as Excise duty/ GST challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- 8.7. Exemption certificate for Excise duty / Customs duty, if applicable. Bank guarantee for advance, if any.
- 8.8. Guarantee / Warranty certificate. Performance Bank guarantee/ Indemnity bond where applicable.
- 8.9. DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- 8.10. 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).
- 8.11. Any other document/ certificate that may be provided for in the Supply Order/ Contract.

8.12. User Acceptance.

8.13. Photo copy of PBG.

Note: - From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in the RFP.

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

9.1. The price charged for the stores supplied under the Contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offers to sell stores of identical description 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 9.1. and 9.2. of sub-para 9.2.2. above, details of which are given below:-

10. **Exchange Rate Variation (ERV) Clause:-**

10.1. Detailed time schedule for procurement of imported materials/ services and their value at the FE rates adopted for the Contract is to be furnished by the Indian Bidder as per the format given below:-

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Year-Wise and Major Currency-Wise Import Content Break Up					
Financial Year (01 Apr to 31 Mar)	Total Cost of Imported Material/ Services (In ₹ crore)	FE Content Outflow (Equivalent in ₹ crore)			
		USD (\$) Denominated	EUR (€) Denominated	GBP (£) Denominated	Other Currencies Denominated

10.2. The Base Exchange Rate on the ERV reckoning date will be adopted for each of the major foreign currencies. The Base Exchange Rate will be the BC Selling Rate of the State Bank of India, Parliament Street, New Delhi. The ERV reckoning date will be the last date of submission of commercial bids as per the RFP.

10.3. ERV will be payable/ refundable depending upon the exchange rate as prevalent on the date of transaction with reference to the Base Exchange Rate on the ERV Reckoning date. In cases where Option/ Repeat Order Clause is exercised, the date of reckoning of ERV will be the last date of submission of bids as per the RFP of the Original Procurement Case.

10.4. The impact of notified ERV shall be computed

10.5. ERV will not be admissible if it falls within a band of% or if the delivery period is less than one year.

10.6. ERV clause will not be applicable during the extended delivery period, in case delivery periods are extended due to reasons attributable to the Seller.

10.7. Procedure and periodicity for claiming ERV to be specified, as applicable.

11. Force Majeure Clause. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provision of the present contract), if the non-performance results from such force majeure circumstances as Floods, Fire, Earth Quake and the acts of God as well as War, Military Operations, blockade, Acts or actions of state authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

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

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

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11.3. 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.

11.4. If the impossibility of complete or partial performance of an obligations lasts for more than **6 (Six)** months, either party hereto reserves the right to terminate the contract totally or partially upon giving written **notice of 30 (Thirty) days** to the other party of the intention to terminate without any liability other than reimbursement of the terms provided in the agreement for the goods received.

12. **Specifications.** The following Specifications clause will form part of the contract placed on successful Bidder- The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within 60/90 days of affecting such upgradation/alterations.

13. **OEM Certificate.** In case the Bidder is an OEM, they are to certify (on their letter head) by clearly stating the lines for which they are the OEM. In case the Bidder is not the OEM, the agreement certificate in original (with English translation duly certified) as per format in **Appendix K** from the OEM for sourcing the spares are to be submitted along with quote for items listed at **Appendix A**. OEM certificate should be sourced directly from the OEM and not through any third party. **OEM Spares certificate/ OEM Support Certificate sourced through third parties will not be accepted and bids submitted by the firm will be rejected.** Format of OEM support certificate to be submitted in original, is placed at **Appendix K**. A copy of the OEM support certificate is mandatorily required to be forwarded to the office of Air Attaché, (i.e. of your country) while submitting the bid. The proof of the submission is to be forwarded along with the documents submitted in respect of the tender. The seller shall confirm the buyer verification of OEM Support Certificate prior to dispatch of stores. In case the OEM certificate or any other related documents with the bid from firm is not found, the firm will have to submit the documents within 48 hrs of the query raised. No query would be considered beyond 72 Hr of the query raised.

14. **Penalty for submission of false OEM Certificates/ OEM support Certificates.** In case of submission of false OEM certificates/ OEM support certificates, any or all of the following punitive actions as deemed necessary by the buyer would be taken against the firm: -

14.1. If the OEM support certificate is found to be false at any stage of procurement process, the buyer shall deduct liquidated damages/ PBG/ WBG. If the firm fails to submit PBG/ WBG or PBG/ WBG is not adequate to meet the penalty amount, the buyer shall deduct the penalty amount from the other contractual payments.

14.2. **Submission of False/ Invalid OEM Certificates/ OEM Support Certificates**

(First Occasion)

14.2.1. The firm will be issued with a Show Cause Notice for submitting invalid/ false OEM Support Certificate (DPM-2025).

14.2.2. If the response is unjustified/ unsatisfactory, the firm will be issued a warning letter for submitting invalid/ false OEM support Certificate.

14.3. **Submission of False/ Invalid OEM Certificates/ OEM support certificates**

(Two or more occasions)

14.3.1. The firm will be issued with a Show Cause Notice for submission of invalid/ false OEM Support Certificate on multiple occasions.

14.3.2. If the response is unsatisfactory the firm shall be de-barred from Participating in the next tender cycle in respect of subject line/ lines.

14.3.3. If the firm default again, it shall be de-barred for three months from participating in any tender and action wrt withholding of renewal/ deregistration will be considered.

15. **Indian Suppliers.** Indian suppliers should respond only for those lines for which they have a valid DGAQA/ DGQA/ CEMILAC/ DEBEL registration. A copy of DGAQA registration certificate and OEM certificate/ OEM Support Certificate should be mandatorily submitted along with the bid.

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

17. **Earliest Acceptable Year of Manufacture.** Item should be of **Current Year**. Photo copy of Quality/ Life certificate will need to be enclosed with the Bill and original along with packing list/ item. **If the Seller offers an item of an earlier manufacture/ production year, the buyer reserves the right to accept/ reject the same.**

18. **Transportation.** The Transportation and delivery of the items at the ultimate consignee unit would be the responsibility of the vendor under his own arrangements.

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

19.1. 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 transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, **which are sufficiently strong. Responsibility to ensure proper packing for safe transportation by air, sea or road will be that of the seller. The type of container used would depend upon the item being supplied. In case of delicate and fragile items, seller to ensure that the items are suitably packed so that no transit damage occurs during transportation till the item is received by the ultimate consignee.** The packing cases should have hooks for lifting by crane/

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Sd/-
[Signature of Buyer]

fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed. The packing would be checked during PDI by the representative of Directorate of Procurement to ensure that the items are able to withstand the transportation, loading and offloading stresses.

19.2. 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.

19.3. 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: -

- 19.3.1. Part Number
- 19.3.2. Nomenclature
- 19.3.3. Contract annex number
- 19.3.4. Annex serial number
- 19.3.5. Quantity contracted

19.4. 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 a yellow colour.

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

- 19.5.1. Contract No. -----
- 19.5.2. Consignee -----
- 19.5.3. Airport of destination:
- 19.5.4. Ultimate Consignee –
- 19.5.5. SELLER -----
- 19.5.6. Package No. -----
- 19.5.7. Gross/net weight: -----
- 19.5.8. Overall dimensions/volume: -----
- 19.5.9. The Seller's marking. Blue diagonal band of 4" across the face of Box/ Carton/Crate.

19.6. If necessary, each package shall be marked with warning inscriptions: <Top>, "Do not turn over", "Handle with care" etc. The Blue coloured band two inches thick enfaced diagonally across the visible faces of the carton/ box/ crates for easy identification.

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

20. **Quality.** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. latest/ current, and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchange ability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

21. **Quality Assurance.** Seller would provide the Standard Acceptance Test Procedure (ATP) within month(s) of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having **90-100%** (on case to case basis) defined life at the time of delivery

22. **Inspection Authority.** The Inspection will be carried out by 42 ED AF (Gwalior).

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

23.1. The Buyer's representatives will carry out Pre-Dispatch Inspection (PDI) of the stores/ equipment in order to check their compliance with specifications in accordance with its usual standard procedures. Upon successful completion of such PDI, the Seller and Buyer will issue and sign a Certificate of Conformity to certify the completeness of the item(s).

23.2. 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.

23.3. 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 apply for the necessary authorisations and clearances to be granted.

23.4. 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 fifteen (15) days from the

[Signature of Seller]

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[Signature of Buyer]

date fixed for such PDI in order to allow his representative(s) to attend such tests, in which cases he shall inform in writing the Seller within 15 days before the date of the beginning of the PDI. 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 said tests alone as scheduled. The Certificate of Conformity and the Acceptance Test Report will be signed by the Seller's QA representative alone and such documents bearing the sole signature of the Seller's QA representative shall have the same value and effect as if they have been signed by both the parties. In case Buyer does not elect to attend the PDI, the Buyer shall intimate the Seller in writing that it does not wish to attend the PDI.

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

23.6. 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, daily expenses, shall be borne by the Buyer.

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

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

24.1. The Parties agree that the JRI of delivered goods shall be conducted on arrival in India at location to be nominated by the Buyer. JRI shall be completed within 120 days (for armament/ ammunition)/ 90 days (for other than armament/ ammunition) of arrival of the goods at the Port of Consignee. JRI will consist of the following: -

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

24.1.2. 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.

24.1.3. Check-proof and firing, if required.

24.2. 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 in accordance with the rules applicable in the Buyer's country.

24.3. 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

[Signature of Seller]

Sd/-
[Signature of Buyer]

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.

25. **Franking clause.** The following Franking clause will form part of the contract placed on successful Bidder: –

25.1. **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”.

25.2. **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.”

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

26.1. The claims may be presented either: -

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

OR

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

26.2. 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.

26.3. 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.

26.4. 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.

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26.5. 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.

26.6. 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.

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

27. **Warranty: -**

27.1. The following Warranty will form part of the Contract placed on the successful Bidder: -

27.1.1. Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores and articles sold/ supplied to the Buyer under this Contract shall be of the best quality and workmanship and new in all respects, and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the Contract. The Seller hereby guarantees that the said goods/ stores/ articles would continue to conform to the description and quality aforesaid for a period of 12 months from the date of delivery of the said goods/ stores/ articles to the Buyer or 15 months from the date of shipment/ dispatch from the Seller's works, whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/ or approved the said goods/ stores/ articles, if during the aforesaid period of 12/ 15 months, the said goods/ stores/ articles are discovered to be not conforming to the description and quality aforesaid or not giving satisfactory performance or have deteriorated, the decision of the Buyer in that behalf shall be final and binding on the Seller, and the Buyer shall be entitled to call upon the Seller to rectify the goods/ stores/ articles or such portion thereof, as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/ stores/ articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

27.1.2. Guarantee that they will supply spare parts, if and when required, on agreed basis for an agreed price. The agreed basis could be, and including but without any limitation, an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.

27.1.3. Warranty to the effect that before going out of production for the spare parts, they will give adequate advance notice to the Buyer, so that the latter may undertake the balance of the lifetime requirements of the spares.

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Sd/-
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27.1.4. Warranty to the effect that they will make available the blue prints of drawings of the spares, if and when required, in connection with the main equipment.

OR

27.2. The following Warranty will form part of the Contract placed on the successful Bidder: -

27.2.1. The Seller warrants that the goods supplied under the Contract conform to technical specifications prescribed and shall perform according to the said technical specifications.

27.2.2. The Seller warrants for a period of 12 months from the date of acceptance of stores by JRI or date of installation and commissioning, whichever is later, that the goods/ stores supplied under the Contract and each component used in the manufacture thereof, shall be free from all types of defects/ failures.

27.2.3. If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the Seller, 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 down time. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. 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.

27.2.4. The Seller also warrants that necessary service and repair backup during the warranty period of the equipment shall be provided by the Seller, and he will ensure that the down time is within the warranty period.

27.2.5. The Seller shall associate technical personnel of the Maintenance agency and the Quality Assurance Agency of the Buyer during warranty repair, and shall also provide the details of complete defects, reasons and remedial actions for defects.

27.2.6. If particular equipment/ goods fail frequently and/ or the cumulative down time exceeds 25% of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of 60 days of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance after JRI by the Buyer or date of installation and commissioning, whichever is later.

27.2.7. In case the complete delivery of Engineering Support Package is delayed beyond the period stipulated in the Contract, the Seller undertakes that the warranty period for the goods/ stores shall be extended by that extent.

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27.2.8. The buyer retains the right to encash subject Warranty Bond/ 5% payment, in case seller fails to fulfill the warranty claims within the terms of contract.

28. **Cyber Security Compliance by Bidders.** (IDS/DCyA/B/C/38617/1 dated 30 Jan 24 refers). Every bidder is to ensure the following before participation: -

28.1. In case of a **Cyber Security breach**, BUYER should be informed through the fastest communication mode by the production agency/ OEM/ AMC operator giving full details.

28.2. Depending on the sensitivity of information, the **medium/ extent of sharing of information/** RFP / contract or part of RFP by production agency/ OEM/ AMC operator to sub-contractor/ various sections within, the production agency is to **be specified** ie, whether through Internet/ intranet/ hard copy etc. for control of information as appropriate.

28.3. Classified/ sensitive data related to project BUYER generated during course of execution of contract or handed over by BUYER to SELLER should be made available only to employees on '**NEED TO KNOW BASIS**'. Strict accounting of data access/ copying of data and access control should be implemented, including encryption of data in transit and storage.

28.4. Certificate as per **Appendix L** with respect to malicious code or malware and information security to be signed as a part of RFP.

28.5. The following information is to be provided by the DPSUs/ ILDCs: -

28.6. **Defence Public Sector Undertaking (DPSUs)**

28.6.1. Details of last third party Cyber Security audit: -

28.6.1.1. Date of Audit

28.6.1.2. Name of the CERT empaneled agency which conducted the audit.

28.6.1.3. The DPSUs shall provide a compliance certificate to rectification of cyber audit observations, if any.

28.6.2. CISO (Cyber Info Security officer): -

28.6.2.1. Name

28.6.2.2. Contact number

28.7. **Indian Licensed Defence Companies (ILDCs)**

28.7.1. Companies to provide written undertaking on compliance to DDP Security manual for licensed Defence industries-2014 (SMLDI-2014) and subsequent amendments from time to time.

- 28.7.2. Self – certification on compliance to internal Security Audit.
- 28.7.3. Annual Cyber Security audit by CERT empaneled agency
- 28.7.4. Name of the agency
- 28.7.5. Date of last Cyber Security audit.
- 28.7.6. CISO (Cyber info Security Officer): -
 - 28.7.6.1. Name
 - 28.7.6.2. Contact number

28.8. The aforesaid details to be provided to the Directorate of Procurement at Air HQs (Vayu Bhawan) as and when Cyber Audit has been completed at your end during the contract implementation phase and product support phase.

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

- 29.1. Non-Disclosure of Contract Documents.
- 29.2. Warranty.
- 29.3. Law.
- 29.4. Penalty for Use of Undue Influence.
- 29.5. Patents and Other Industrial Property Rights.
- 29.6. Product Support

30. **Recovery of LD Charges.** LD would be deducted from pending bills of current/ other contracts/ PBG/ WBG.

PART V - EVALUATION CRITERIA AND PRICE BID ISSUES

1. **Evaluation Criteria.** Broad guidelines for evaluation of Bids will be as follows: -
 - 1.1. Only those bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
 - 1.2. The consideration of taxes and duties in evaluation process will be as follows: -
 - 1.2.1. The Lowest Bid will be decided on the basis of the lowest price quoted by the particular Bidder as per the Price Bid Format given at Paragraph 2 below for LCS or QCBS, as applicable. In cases where only Indian Bidders are competing, L1 bidder will be determined on all elements of costs including taxes and duties, etc., quoted by the Bidders.
 - 1.2.2. In case of indigenous Bidders, the total costs including all taxes/ duties on fully formed equipment, would be added.
 - 1.3. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of the price.
 - 1.4. The Buyer reserves the right to evaluate the offers received by using the Discounted Cash Flow method at a discounting rate as per overnight MCLR of SBI on the last date of submission of the Price Bids. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC Selling rate of the SBI on the last date for submission of the Price Bids.
 - 1.5. The Lowest Acceptable Bid will be considered further for placement of the Contract/ Supply Order after complete clarification/s and undertaking price negotiations, as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to undertake Apportionment of Quantity, if the Lowest Bidder is not in a position to supply full quantity within the stipulated time.
 - 1.6. **Purchase Preference Evaluation.** As per policies of the Government from time to time, the Procuring Entity will accord purchase preferences as per PPP-MII Order, 2024 and MSE Policy, 2012, updated till the date of issue of RFP.
 - 1.7. Any other criteria as applicable to suit a particular case.
2. **Price Bid Format.** The Commercial bid format is provided as **BoQ.xls** along with this tender document. Bidders are advised to **download this BoQ.xls** as it is and quote their offer in the permitted column. In lieu Part No. / Description are also required to be filled up by the bidder in the BOQ (if applicable). **The bidders are required to fill the Price Bid Format of BoQ correctly. Price bids to be filled up by Data entry only in BOQ.xls document in Defence e-Procurement portal. Do not copy and paste from other Excel documents.**

- 2.1. **Accessories:**
 - 2.2. **Installation/ Commissioning charges:**
 - 2.3. **Training:**
 - 2.4. **Technical Literature:**
 - 2.5. **Tools:**
 - 2.6. **AMC:**
 - 2.7. **Any other item:**
- If Applicable
- 2.8. **Is GST/ Customs Duty extra? If yes, mention the following: -**
 - 2.8.1. Total value of items on which GST/ Customs Duty is leviable:
 - 2.8.2. Rate of GST/ Customs Duty (item-wise, if different rates are applicable):
 - 2.8.3. Total value of GST/ Customs Duty payable:
 - 2.9. **Any other Taxes/ Duties/ Freight/ Insurance/ Overheads/ Other costs:**
 - 2.10. **Grand Total:**

Note: - Determination of L1 will be done based on total Cost, as arrived at in Paragraph 2 above.

3. **Acceptance to Standard Terms & Conditions.** Attached at **Appendix B** to this RFP is to be signed and submitted along with offer mandatorily.

Thanking you,

Yours faithfully,

Sd/-
(Ashvini Tyagi)
Wing Commander
Wg Cdr Proc TE Cell
For and on behalf of the President of India

Annexure: As stated.

Appendix A	Schedule of Requirement.
Appendix B	Summary of Standard Terms and Conditions
Appendix C	Undertaking for Bidders Sharing Land Border with India.
Appendix D	Format of Make in India Certificate
Appendix E	Standard Arbitration Clauses.
Appendix F	Format for Pre-Integrity Pact clause
Appendix G	Performance Bank Guarantee Format
Appendix H	Model ECS Mandate Form (to be submitted in original at the time of payment)
Appendix J	Format of Advance Payment Bank Guarantee (APBG)
Appendix K	Format of OEM Support Certificate
Appendix L	Malicious Code Certificate from Hardware OEM
Appendix M	Format of MSE Certificate

Appendix A

(Refer to AIR HQ/CPF-1102, 2300/AHQ/MIRAGE/26-27/W25007/PUR dated 08 Jun 26)

SCHEDULE OF REQUIREMENT

Ser No	Description	Part No.	SOR Qty	DOQ	Item Code	CPF	SoR Ser No	Publication Details	Delivery Period
1	FIRING UNIT (FRONT COCKPIT TRAINER SECOND STEP STAGE3	PYC-004-00-02	09	Each	1119302	1102	1	-	Up to 24 Months
2	EJECTOR	1405B001	1	Each	301149	2300	2	-	Up to 24 Months
3	HOUSING DISTRIBUTION	9010A300-000B	2	Each	1298110	2300	3	IPC-26-10-40-50 & 26-10-60-50	Up to 24 Months
4	RELEASE SAFETY	D181B001	2	Each	382737	2300	5	IPC 592620-4-1001-1-7-580A	Up to 24 Months
5	SPRING HELICAL COMPRESSION	Z325-159-000A	20	Each	1298476	2300	8	IPC-26-10-40-50 & 26-10-60-50; FIG:010A:	Up to 24 Months
6	EJECTOR LOAD	1216N001	4	Each	1310438	2300	9	-	Up to 24 Months
7	PISTON ASSY	1405-250-000A	14	Each	1229261	2300	10	IPC-26-10-40-50 & 26-10-60-50	Up to 24 Months
8	ROD	62-40-00	6	Each	400711	2300	11	-	Up to 24 Months

NOTE

1. Always indicate IAF GIG No. along with the offered Part Number.
2. Whenever alternate/ modified part No. is offered, please confirm categorically that offered part no. is "fit in form and function" (attach OEM letter/ digital photo/ relevant drawing/ catalogue/ IPC Details etc. for reference/ guidance during technical evaluation.
3. **Any change in Denomination of Qty (DOQ), if any, should be clearly indicated.**
4. Kindly go through the instructions contained in DPM-2025 on guidelines on RFP/ Tenders before submitting the offer. Details can be perused at MoD official website www.mod.nic.in.

(Signature of Seller)

Sd/-
(Signature of Buyer)

5. **OEM Support Certificate** in original is mandatory for the items offered. Translated copy duly certified is also to be submitted along with the offer. Mention OEM certificate line wise. **OEM Certificate/ OEM Support Certificate to be obtained directly from the OEM by the firm submitting the bid and not through third party. OEM Certificate/ OEM Support Certificate sourced through third parties will not be accepted and bids submitted by the firm will be rejected.**

6. **NSN code is to be filled by seller for each item at time of filling their price bid (as per applicability).**

Sd/-
(Ashvini Tyagi)
Wg Cdr
Wg Cdr Proc TE Cell
For and on behalf of the President of India

Appendix B

(Refers to Paragraphs 2.1.6. of Part-I and 3 of Part-V of RFP)

SUMMARY OF STANDARD TERMS AND CONDITIONS(For details kindly visit MoD/Gol Website www.mod.nic.in)

Ser No.	APPLICABLE CLAUSE OF		CLAUSE	ACCEPTANCE	Remarks (Append amplification Text, if any)
	RFP	DPM 2025			
1	Part I Para 13	Page No 108 Para 5.27	Validity of Quotes 180 days from bid submission end date	Please Specify 2026
2	Part I Para 21.1.	-	Bidders Sharing Land Border	YES/ NO/ Undertaking	
3	Part II Para 3	Page No 174 Para 7.9	Delivery Schedule (please specify)	YES/ NO	
4	Part II Para 4	Page No 174 Para 7.8	Delivery Terms	YES/ NO	
5	Part III Para 8	Page No 138 Para 6.15	LD clause	YES/ NO	
6	Part III Para 15	Page No 88 Para 5.13.10	Pre Integrity Pact	YES/ NO	
7	Part IV Para 2	Page No 153 Para 6.28	Performance Bank Guarantee/WBG @ 5%	YES/ NO	
8	Part IV Para 6	Page No 157 Para 6.31	Terms of Payment	Direct Bank Transfer	
9	Part IV Para 9	Page 167 Para 6.40	Fall Clause (Applicable during currency of contract/supply order)	Acceptable / Not Acceptable	
10	Part IV Para 13	Page No 173 Para 7.7	OEM Support certificate in original being tendered for item Ser No. of Appx 'A'.		
11	Para IV Para 16	Page No 185 Para 7.38	Confirmation from their Govt. of having Export License and authorization to export		
12	Part IV Para 17		Year of manufacturing Clause	Please Specify	
13	Part IV Para 19	Page No 157 Para 6.30	Packing & Marking	YES/ NO	
14	Part IV Para 26 & 27	Page No 167 & 177 Para 6.41 & 7.20	Claims and Warranty		
15	Part IV Para 28	-	Cyber Security Clause	YES/ NO/ Certificate	
	All the other T&C's as mentioned in Part III of RFP are also accepted.				
Company Seal Date:					
Signature of Authorised Representative / Designation					

[Signature of Seller]

Sd/-
[Signature of Buyer]

Appendix C
(Refers to Para 21.1. of Part-I of RFP)

UNDERTAKING

“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.”

“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

[Signature of Seller]

Sd/-
[Signature of Buyer]

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.”

Appendix D
(Refers to Para 21.2. of Part I of RFP)

Make in India Certificate

“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 (20.4.2.) 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).”

[Signature of Seller]

Sd/-
[Signature of Buyer]

Appendix E

(Refers to Paragraph 3 of Part III of RFP)

STANDARD ARBITRATION CLAUSES**INDIGENOUS PRIVATE BIDDERS.**

1. All disputes or differences arising out of or in connection with the present contract, including the one connected with the validity of the present contract or any part thereof, shall be settled by bilateral discussions.
2. Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within 21 (twenty one) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
3. Within 60 (sixty) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
4. The sole Arbitrator shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.
5. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 (as amended from time to time), and the award of such Arbitration shall be enforceable in Indian Courts only.
6. The decision of the Arbitrator shall be final and binding on the parties to the contract.
7. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration, including the fees and expenses, shall be shared equally by the parties, unless otherwise awarded by the sole Arbitrator.
8. The parties shall continue to perform their respective obligations under the contract during the pendency of the arbitration proceedings, except in so far as such obligations are the subject matter of the said arbitration proceedings.

Note:- In the event of the parties deciding to refer the dispute(s) for adjudication to an Arbitration Tribunal, then both parties can mutually agree on the number of arbitrators (which cannot be an even number) to be appointed. In case there is no agreement, a single (sole) arbitrator may be appointed. The parties can mutually agree on a procedure for appointing the arbitrator or arbitrators, or else, in case of arbitration with three arbitrators, each party will appoint within 60 (sixty) days of receipt of the notice one arbitrator and the two appointed arbitrators will appoint the third arbitrator within 90 (ninety) days, who will act as the presiding arbitrator. If one party fails to appoint an arbitrator within 60 (sixty) days, or if the two appointed arbitrators fail to agree on the third arbitrator, then the court/ authority concerned may appoint any person or institution as arbitrator. The application for appointment of the third arbitrator in such cases has to be made to the Chief Justice of the High Court within whose jurisdiction the parties are situated. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the buyer and seller.

[Signature of Seller]

Sd/-
[Signature of Buyer]

FOREIGN BIDDERS.

1. All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
2. Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within 60 (sixty) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to the Arbitration Tribunal consisting of three arbitrators.
3. Within 60 (sixty) days of the receipt of the said notice, one arbitrator shall be nominated in writing by the Seller and one arbitrator shall be nominated by the Buyer.
4. The third arbitrator, who shall not be a citizen or domicile of the country of either of the parties or of any other country unacceptable to any of the parties, shall be nominated by the parties within 90 (ninety) days of the receipt of the notice mentioned above, failing which the third arbitrator may be nominated under the provisions of the United Nations Commission on International Trade Law (UNCITRAL) by the International Chamber of Commerce, Paris at the request of either party. However, the said nomination would be after consultation with both the parties and shall preclude any citizen or domicile of any country as mentioned above. The arbitrator nominated under this clause shall not be regarded nor act as an umpire.
5. The Arbitration Tribunal shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.
6. The arbitration proceedings shall be conducted in India under the Indian Arbitration and Conciliation Act, 1996 (as amended from time to time), and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only or as may be mutually agreed between the parties.
7. The decision of the majority of the arbitrators shall be final and binding on the parties to the contract.
8. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses of the third arbitrator shall be shared equally by the Seller and the Buyer, unless otherwise awarded by the Arbitration Tribunal.
9. In the event of a vacancy caused in the office of the arbitrators, the party which nominated such arbitrator shall be entitled to nominate another in his place and the arbitration proceedings shall continue from the stage they were left by the outgoing arbitrator.
10. In the event of a vacancy caused in the office of the arbitrators, the party which appointed such arbitrator shall be entitled to appoint another in his place and the arbitration proceedings shall continue from the stage they were left by the outgoing arbitrator.
11. In the event of one of the parties failing to appoint its arbitrator within 60 (sixty) days as above or if any of the parties does not appoint another arbitrator within 60 (sixty) days of the place of arbitrator falling vacant, then the other party shall be entitled after due notice of at least 30 (thirty) days, to request the International Chamber of Commerce, Paris, or dispute resolution institutions in India, like the Indian Council of Arbitration (ICA) or the International Centre for Alternate Dispute Resolution (ICADR) etc., to appoint another arbitrator as above.

[Signature of Seller]

Sd/-
[Signature of Buyer]

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

Note:- The provisions with regard to appointment of an Arbitrator by the International Chamber of Commerce, Paris, shall only be resorted to in cases of International Commercial Arbitration. Similarly, the UNCITRAL provisions will only apply with regard to appointment of Arbitrator and fixation of fees of the Arbitrator when it is a foreign arbitration. The procedure to be adopted during arbitration will be as provided in the Indian Arbitration & Conciliation Act, 1996 (as amended from time to time).

CPSUs/ DPSUs

1. In the event of any dispute or difference between CPSUs/ DPSUs and Departments/ Organisations under MoD, relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred at the First level (tier), to a Committee comprising of Secretaries of the Administrative Ministries/ Departments to which the disputing parties belong and Secretary, Department of Legal Affairs. In case the two disputing parties belong to the same Ministry/ Department, the Committee may comprise of the Secretary of the Administrative Ministry/ Department concerned and Secretary, Department of Legal Affairs. Secretary, Department of Public Enterprises may be invited in case the dispute pertains to a CPSE. The resolution of such disputes shall be by unanimous decision of the Committee.

2. In case the dispute remains unresolved after consideration by the Committee, it will be referred at the Second level (tier), to the Cabinet Secretary, whose decision will be final and binding on all concerned.

1. The procedure in this regard, referred to as the Administrative Mechanism for Resolution of Commercial Disputes (AMRCD), is available in Department of Legal Affairs/ Ministry of Law & Justice's OM No. 334774/DoLA/AMRD/2019 dated 31 Mar 2020.

Appendix F
(Refers to Paragraph 15 of Part III) RFP)

FORMAT OF INTEGRITY PACT

General

2. This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 20....., between, on one hand, the President of India represented by (*name and designation of the officer*), (*name of organisation of the officer*), Government of India (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s represented by..... (*name and designation of the individual*), (hereinafter called the “BIDDER/ SELLER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

3. WHEREAS the BUYER proposes to procure {*name of good(s)/ service(s)*} and the BIDDER/ SELLER is willing to offer/ has offered the stores and

WHEREAS the BIDDER is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/ Department/ Organisation of the Government of India/ PSU performing its functions on behalf of the President of India.

Objectives

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

3.1. Enabling the BUYER to obtain the desired said stores/ equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

Commitments of the BUYER

4. The BUYER commits itself to the following: -

4.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, shall demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for

[Signature of Seller]

Sd/-
[Signature of Buyer]

themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

4.2. The BUYER shall during the pre-contract stage, treat all BIDDERS alike, and shall provide to all BIDDERS the same information and shall not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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

4.4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

Commitments of the BIDDERS

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

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

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

5.3. The BIDDER shall disclose the name and address of its agents and representatives and the Indian BIDDER shall disclose its foreign principals or associates.

5.4. The BIDDER shall disclose the payments to be made by it to agents/ brokers or any other intermediary, in connection with this bid/ contract.

5.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the

BUYER or any of its functionaries, whether officially or unofficially, to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

5.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to, or intends to make, to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the bid/contract and the details of services agreed upon for such payments.

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

5.8. The BIDDER shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

5.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

5.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act 2013.

5.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

Previous Transgression

6. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

7. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process, or the contract, if already awarded, can be terminated for such reason.

Sanctions for Violations

8. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), shall entitle the BUYER to take all or any one of the following actions, wherever required: -

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

8.2. Forfeiture of any or all forms of security deposits/ bonds/ guarantees submitted by the BIDDER either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.

8.3. To immediately cancel the Contract, if already signed, without giving any compensation to the BIDDER.

8.4. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER, with interest thereon at 2% higher than the prevailing MCLR of State Bank of India, while in case of a BIDDER from a country other than India, with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

8.5. To encash the Advance Payment Bank Guarantee and Performance Bond/ Warranty Bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

8.6. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

8.7. To debar the BIDDER from participating in future bidding processes of the Ministry of Defence and/or Government of India as per the extant policy of MoD/ Gol.

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

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

8.10. To recover all sums paid in violation of this Pact by the BIDDER to any middleman or agent or broker with a view to securing the Contract.

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

9. The BUYER shall also be entitled to take all or any of the actions mentioned at Sub-Paragraphs 8.1 to 8.11 of this Pact, on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

10. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and binding on the BIDDER. However, the BIDDER may approach the Independent Monitor(s) appointed for the purposes of this Pact.

Independent Monitors

11. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. The names and addresses of nominated Independent Monitors (at the time of issue of RFP) are as follows (However, the vendor must refer to the MoD website at www.mod.gov.in to check for any updates/ changes): -

11.1. Shri Ranjan Kumar Ghose, IA&AS (1982) (Retd),
DX-145, Kendriya Vihar, Sector-56
Gurugram, Haryana-122201
Mob. 9810152001, e-mail: ranjankghose@gmail.com

11.2. Shri Yogendra Tripathi, IAS/Karnataka (1985) (Retd)
Flat No. 2802, 28th Floor, Tower-B2, County
107, Sector-107, Noida, Uttar Pradesh-201301
Mob: 8527576222, e-mail: yogendratripathi@yahoo.com

11.3. Shri Chet Ram Koli, IRS (1985) (Retd)
Flat No. 272, 27th Floor, Florence Building, Courtyard
Pokhran Road No. 2, Thane (W), Maharashtra-400610
Mob: 9869479987, e-mail: crkoli@yahoo.com

12. A copy of all communications to Independent Monitors made by the BUYER and/ or by the BIDDER(s) shall be sent to the Director (Vigilance). The designation and contact details of the Director (Vigilance) are as follows: -

Directorate of Vigilance,
Vikash Bhawan-II, 5th Floor,
Upper Bela Road, Civil Lines, Delhi-110054

13. After the Integrity Pact is signed, the BUYER shall provide a copy thereof, along with a brief background of the case to the Independent Monitors, if required by them.
14. The BIDDER(s), if they deem it necessary, may furnish any information as relevant to their bids, to the Independent Monitors.
15. If any complaint with regard to violation of this Pact is received by the BUYER in a procurement case, the BUYER shall refer the complaint to the Independent Monitors for their comments/ enquiry.
16. If the Independent Monitors need to peruse the relevant records of the BUYER in connection with the complaint sent to them by the BUYER, the BUYER shall make arrangement for such perusal of records by the Independent Monitors.
17. Both the parties accept that the Independent Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
18. As soon as the Independent Monitor notice, or has reason to believe, a violation of this Pact, the Monitor shall so inform the Authority designated by the BUYER.
19. The BIDDER(s) accepts that the Independent Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER shall also grant the Independent Monitor, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Independent Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
20. The BUYER shall provide to the Independent Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the parties. The parties shall offer to the Independent Monitor the option to participate in such meetings.
21. The Independent Monitor shall submit a written report to the designated Authority of BUYER/ Secretary in the Department within eight to ten weeks from the date of reference or intimation to them by the BUYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations, for taking final decision/action.

Facilitation of Investigation

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

[Signature of Seller]

Sd/-
[Signature of Buyer]

Law and Place of Jurisdiction

23. This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Other Legal Actions

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

Validity

25. The validity of this Integrity Pact shall be from 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 satisfaction of both, the BUYER and the BIDDER/ SELLER, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

26. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties shall strive to come to an agreement with respect to their original intentions.

27. The parties hereby sign this Integrity Pact at on

BUYER

Name of the Officer :

Designation :

Dept./ Ministry/ Org. :

BIDDER

(in the name and on behalf of the company's Chief Executive Officer)

Name of the Individual : ...

Designation :

Name of the Firm :

Witnesses:-

1.

2.

Witnesses:-

1.

2.

[Signature of Seller]

Sd/-
[Signature of Buyer]

Appendix G
(Refers to Para 2.2. of Part-IV of RFP)

**FORMAT OF BANK GUARANTEE (BG)
GUARANTEE BOND**

To,

The President of India, through

.....
(Complete postal address of the beneficiary)

1. In consideration of the President of India (hereinafter called 'the Government') having agreed to exempt {hereinafter called 'the said Contractor(s)'} from the demand, under the terms and conditions of an Agreement dated made between and for (hereinafter called 'the said Agreement'), of security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for ₹(Any other foreign currency, in case of foreign procurement contract) (Rupees/ Any other foreign currency, in case of foreign procurement contract Only), we, (indicate the name of the bank), (hereinafter called 'the Bank'), at the request of the said Contractor(s), do hereby undertake to pay to the Government an amount not exceeding ₹/ Any other foreign currency, in case of foreign procurement contract (Rupees Only) against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the bank), do hereby undertake to pay the amounts due and payable under this Guarantee, without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding ₹ (Rupees/ Any other foreign currency, in case of foreign procurement contract Only).

3. We undertake to pay to the Government any money so demanded, notwithstanding any dispute or disputes raised by the Contractor(s) in any lawsuit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment, so made by us under this bond, shall be a valid discharge of our liability for payment thereunder and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.

4. We, (indicate the name of the bank), further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable until all the dues of the Government under or by virtue of the

[Signature of Seller]

Sd/-
[Signature of Buyer]

said Agreement have been fully paid and its claims satisfied or discharged or until Office/ Department/ Ministry of certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing, on or before the, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (*indicate the name of the bank*), further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance/ warranty by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which, under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ Supplier(s).

7. We, (*indicate the name of the bank*), lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

8. Notwithstanding anything contained herein above: -

8.1. Our liability under this Guarantee shall not exceed ₹/ Any other foreign currency, in case of foreign procurement contract (Rupees/ Any other foreign currency, in case of foreign procurement contract Only).

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

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

Dated the day of (month and year)

Place:

Signed and delivered by.....(name of Bank).

Through its authorised signatory
(Signature with seal)

Appendix H
(Refer to Para 6 of Part-IV of RFP)

FORMAT OF ELECTRONIC CLEARING SERVICE (ECS) MANDATE

Customer's option to receive payments through e-Payment (ECS/ EFT/ Direct Credit/ RTGS/ NEFT/ Other payment mechanisms as approved by RBI)

1. Customer's name :
2. Particulars of Bank account: -
 - 2.1. Bank name :
 - 2.2. Branch name :
 - 2.3. Branch address :
 - 2.4. Branch Tele No(s):
 - 2.5. IFS code :
 - 2.6. 9 Digit code :
of the Bank Branch appearing on MICR cheque issued by Bank
 - 2.7. Account Type :
(Savings/ Current/ Cash/ etc.)
 - 2.8. Ledger No. :
 - 2.9. Ledger Folio No. :
 - 2.10. Account No. :
(as appearing on the Cheque Book)

(Please attach a blank cancelled cheque or photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars)
3. **Date of Effect** :

"I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme."

(.....)

Date: _____ Signature of Customer

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp: _____

Date: _____ Signature of the Authorised
Official from the Ban

Appendix J
(Refers to Para 7 of Part –IV of RFP)

FORMAT OF ADVANCE PAYMENT BANK GUARANTEE (APBG)

To,
The President of India, through

.....
(Complete postal address of the beneficiary)

1. With reference to Contract No. dated concluded between the President of India, hereinafter referred to as 'the Purchaser' and M/s hereinafter referred to as the "the Contractor" for the development and/ or supply of as detailed in the above contract, which contract is hereinafter referred to as "the Said Contract" and in consideration of the Purchaser having agreed to make an advance payment in accordance with the terms of the Said Contract to the Contractor, we, the ... bank, hereinafter call 'the Bank', hereby irrevocably undertake and guarantee to you that if the Contractor would fail to develop and/ or supply the stores in accordance with the terms of the Said Contract for any reason whatsoever or fail to perform the Said Contract in any respect or should the whole or part of the advance payments made to the Contractor at any time become repayable to you for any reason whatsoever, we shall, on demand and without demur, pay to you all and any sum up to a maximum of ₹ (Rupees Only) paid as advance to the Said Contractor in accordance with the provisions contained in Clause of the Said Contract.

2. We further agree that the Purchaser shall be the sole judge as to whether the Contractor has failed to develop and/ or deliver the stores in accordance with the terms of the Said Contract or has failed to perform the Said Contract in any respect or the whole or part of the advance payment made to the Contractor has become repayable to the Purchaser and to the extent and monetary consequences thereof by the Purchaser.

3. We further hereby undertake to pay the amount due and payable under this Guarantee, without any demur, merely on a demand from the Purchaser stating the amount claimed. Any such demand made on the Bank shall be conclusive and binding upon us as regards the amounts due and payable by us under this Guarantee and without demur. However, our liability under this Guarantee shall be restricted to an amount not exceeding ₹/ Any other foreign currency, in case of foreign procurement contract (Rupees/ Any other foreign currency, in case of foreign procurement contract Only).

4. We undertake to pay to the Government any money so demanded, notwithstanding any dispute or disputes raised by the Contractor(s) in any lawsuit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment, so made by us under this bank guarantee, shall be a valid discharge of our liability for payment thereunder and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.

5. We further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable until all the dues of the Government under or

[Signature of Seller]

Sd/-
[Signature of Buyer]

by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or until Office/ Department/ Ministry of certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing, on or before the, we shall be discharged from all liability under this Guarantee thereafter.

6. We further agree that the Purchaser shall have the fullest liberty without affecting, in any way, our obligations hereunder with or without our consent or knowledge to vary any of the terms and conditions of the Said Contract or to extend the time of development/ delivery from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the Contractor and either to forbear or enforce any of the terms and conditions relating to the Said Contract and we shall not be relieved from our liability by reason of any such variation or any indulgence or forbearance shown or any act or omission on the Purchaser or by any such matter or thing whatsoever which, under the law relating to sureties would, but for this provision, have the effect of so relieving us.

7. The amount of this guarantee will be progressively reduced by (percentage of advance) of total value of each delivery of goods/ services against payment released by the Purchaser for that delivery of goods/ services made by the Contractor and presentation to us of the payment documents.

8. We further agree that any change in the constitution of the Bank or the constitution of the Contractor shall not discharge our liability hereunder.

9. We lastly undertake not to revoke the Guarantee during the currency of the said Contract except with the prior consent of the Purchaser in writing.

10. Notwithstanding anything contained herein above: -

10.1. Our liability under this Guarantee shall not exceed ₹/ Any other foreign currency, in case of foreign procurement contract (Rupees/ Any other foreign currency, in case of foreign procurement contract Only.

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

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

Dated the day of (month and year)

Place:

Signed and delivered by (name of Bank).

Through its authorised signatory

(Signature with seal)

Appendix K
(Refers to Para-13 of Part-IV of RFP)

FORMAT FOR OEM SUPPORT CERTIFICATE
(to be submitted in original with English translation)
(ON THE LETTER HEAD OF THE OEM)

Ref No. _____

Date: _____

1. This is to certify that _____ (Name of OEM), the OEM for the items listed below authorize _____ (Name of Vendor/Company/Firm) to participate in the Tender Enquiry No. _____ dated _____ to sell following items to IAF.

SL No. of RFP	Part No.	Description	Drawing No. Code	Major Assy	Qty

2. It is further certified that items to be supplied by the above named firm would correspond to the quality as specified in Para 18 of part IV of the RFP.

3. This Certificate is valid up to _____

Authorized Signatory / Designation

Note: This certificate is to be submitted on the OEM's letter head. An English translation of same should also be submitted with quote.

[Signature of Seller]

Sd/-
[Signature of Buyer]

Appendix L
(Refers to Para 28.4 of Part-IV of RFP)

(To be rendered on the Company Letter head)

MALICIOUS CODE CERTIFICATE FROM HARDWARE OEM

1. It is certified that the firmware/ microcode installed in the hardware products listed below, which is proposed to be delivered by our Business Partner M/s_____, is approved by the OEM. The products have been thoroughly tested and found to be working as per the OEM's specifications at the time of delivery and no malicious code has been found in these products. Patch level update of the system is enclosed.

2. The latest security patches as available at the time of supply, have been updated in the firmware. We undertake to provide solutions to address all security issues during the installation, warranty and support period of the equipment, provided end of support for the same has not been declared for the equipment by the OEM(s).

(Signed)

Date: _____ Designation/ Name/ Address of firm

MALICIOUS CODE CERTIFICATE FROM BIDDER

1. This is to warrant that the hardware and software being offered, as part of the Contract does not contain embedded malicious code at the time of installation and commissioning. Patch level update of the hardware/ software is enclosed.

2. The firm will be considered to be in breach of the contract, in case any physical damage or any compromise in information and cyber security or infringement related to copyright and Intellectual Property Right (IPRs) is caused due to activation of any malicious code embedded in the hardware/ software.

3. The latest security patches as available at the time of installation and commissioning, have been updated in the hardware/ software. We undertake to provide solutions to address all security issues during the warranty and support period of the hardware/software, provided end of support for the same has not been declared for the equipment by the OEM's and to address all exposed security issues by exercising immediate Work-around until the OEM has made the respective solutions available.

(Signed)

Date: _____ Designation/ Name/ Address of firm

Appendix- M

MSE Status Certificate

“We, M/s, having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), do solemnly declare the following: -

1. Type of Entity: (Please specify Company/ Partnership Firm/ Proprietary Concern/ Society/ Trust/ NGO/ Others)
2. Micro or Small Enterprise: (Please specify Type)
3. MSME Registering Body: (Please specify NSIC/ DIC/ KVIC/ KVIB/ etc.)
4. MSME Registration No.: (Enclose copy of registration certificate)
5. Udyam Registration No.: (Enclose copy of registration certificate, if applicable)
6. Whether Proprietor/ Partner belongs to SC/ ST or Women category: (Please specify names and percentage of shares held by SC/ ST Partners)
7. MSE Registration Validity Date: (Please specify Terminal validity date)”

[Signature of Seller]

Sd/-
[Signature of Buyer]