



**REQUEST FOR PROPOSAL BY  
MINISTRY OF DEFENCE GOVERNMENT OF INDIA FOR PROCUREMENT OF ONE  
GENERIC SUBMARINE COMBAT SYSTEM SIMULATOR**

This document is the property of Government of India/Ministry of Defence.

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

**This document contains 82 pages including cover page and Appendices.**





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File No. TM(M)/0025/DSMAQ/GSCSS

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New Delhi-110011

29 Nov 23

**REQUEST FOR TECHNICAL AND COMMERCIAL PROPOSAL  
FOR PROCUREMENT OF ONE GENERIC SUBMARINE COMBAT SYSTEM SIMULATOR  
(GSCSS)**

**CATEGORY: BUY (INDIAN – IDDM)**

Dear Sir,

1. The Ministry of Defence, Government of India, intends to procure one Generic Submarine Combat System Simulator (GSCSS) and seeks participation in the procurement process from prospective Bidders subject to requirements in succeeding paragraphs.

**Synopsis**

2. **Broad Description of Equipment/System.** The broad purpose of the project is procurement of one Generic Submarine Combat System Simulator (GSCSS) for training of Officers and Sailors at INS Satavahana, Vishakhapatnam.

3. The salient aspects and timelines of the acquisition are tabulated below. In case of any variation in the details furnished below or in any Annexures(s) with that mentioned in the RFP, information furnished in the main body of the RFP at referred Paragraph is to be followed.

Ser	Description	Details	Reference
(a)	Equipment/System required	Generic Submarine Combat System Simulator	Para 2 above
(b)	Quantity Required	01	Para 2 above
(c)	Categorisation of Procurement	Buy (Indian – IDDM)	Para 7 of Part I of RFP
(d)	Minimum IC Content required	50%	Para 7 of Part I of RFP
(e)	Place(s) of Delivery	Vishakhapatnam	Para 9 of Part I of RFP
(f)	Warranty Period	24 months post Acceptance trials	Para 11 of Part I of RFP
(g)	CMC Period, if any	08 Years post completion of warranty	Para 33 of Part II of RFP
(h)	Offsets required, if any	NA	NA
(j)	EMD Amount	NA	NA



Ser	Description	Details	Reference
(k)	Last date for submission of Pre- bid queries	20 Dec 2023	Para 24 Part I of RFP
(l)	Date and time for Pre-bid meeting	10 Jan 2024 1100 hrs	Para 23 Part I of RFP
(m)	Last date and time for Bid Submission	21 Feb 2024 1200 hrs.	Para 25 Part I of RFP

4. **Special Features of the RFP.** The procurement case will be earmarked for MSMEs, provided there are at least two or more MSMEs, who qualify Technical Evaluation and accordingly the Commercial bids will be opened. Firms are required to submit their valid MSME certificate along with Technical Bid.

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

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(a)	Part I – General Requirements	7
(b)	Part II – Technical Requirements	12
(c)	Part III – Commercial Requirements	16
(d)	Part IV – Bid Evaluation and Acceptance Criteria	17

6. The Government of India invites response to this request only from Original Equipment Manufacturer (OEM) or Authorised Vendors or Government Sponsored Export Agencies (applicable in the case of countries where domestic laws do not permit direct export by OEM) subject to the condition that in cases where the same equipment is offered by more than one of the aforementioned parties, preference would be given to the OEM.

7. The end user of the equipment is the Indian Navy.

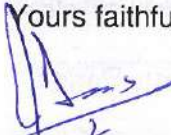
8. This RFP is being issued with no financial commitment, and the Ministry of Defence reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the procurement case at any stage. The Government of India also reserves the right to disqualify any Bidder should it be so necessary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

9. This RFP is non-transferable.

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

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

Yours faithfully

  
(Sushil Das)  
Commodore  
DDG Acq Tech(Maritime)

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**DISCLAIMER**

1. This RFP is neither an agreement and nor an offer by the MoD to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the MoD in relation to the Project. This RFP document and any assumptions, assessments and statements made herein do not purport to contain all the information that each Bidder may require. The Bidder shall bear all its costs associated with or relating to the preparation and submission of proposal pursuant to this RFP. Wherever necessary, MoD reserves the right to amend or supplement the information, assessment or assumptions contained in this RFP. The MoD reserves the right to withdraw the RFP or foreclose the procurement case at any stage. The issuance of this RFP does not imply that the MoD is bound to shortlist a Bidder for the Project. The MoD also reserves the right to disqualify any Bidder should it be so necessary at any stage on grounds of National Security.

## **PART I – GENERAL REQUIREMENTS**

1. This part consists of the general requirement of the Goods (also referred as equipment/systems/deliverables) and Services, hereafter collectively referred as 'Deliverables', the numbers required, the time frame for deliveries, conditions of usage and maintenance, requirement for training, Engineering Support Package (ESP) and warranty/guarantee conditions, etc. It includes the procedure and the date & time for submission of bids.

### **Non-Disclosure**

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

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

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

### **Business Eligibility**

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

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

contractor(s)/ supplier(s)/technology partner(s) within two weeks of such order being made public.

6. **Pre-Qualification Criteria.** The detailed Pre-Qualification criteria for the Bidders for participation in the instant procurement case are placed at **Appendix D** to this RFP. The procurement case will be earmarked for MSMEs, provided there are at least two or more MSMEs, who qualify Technical Evaluation and accordingly the Commercial bids will be opened. Firms are required to submit their valid MSME certificate along with Technical Bid.

7. **Indigenous Content.** For the purposes of this RFP and the acquisition contract (if any) signed by the Ministry of Defence with a successful Bidder, indigenous content shall be as defined under Para 8 to 12 of Chapter I and Para 1 of Appendix B to Chapter I of DAP 2020. In addition, reporting requirements for prime (main) Bidders (and for sub-contractors/suppliers/technology partners reporting to higher stages/tiers) shall be as prescribed under Para 4 to 6 of Appendix B to Chapter I of DAP 2020. The right to audit Bidder/ sub-contractors/suppliers/technology partners shall vest in the Ministry of Defence as prescribed under Para 9; and aspects of delivery, certification, payments, withholding of payments and imposition of penalties shall be as prescribed under Para 10 to 14 thereof. Furthermore, Bidders in 'Buy (Indian IDDM)' will be required to submit their indigenisation plan in respect of indigenous content as stipulated in Para 4 to 6 of Appendix B to Chapter I and Para 39 of Chapter II of DAP 2020. The DAP 2020 is available at MoD, Gov website ([www.mod.nic.in](http://www.mod.nic.in)) for reference and free download.

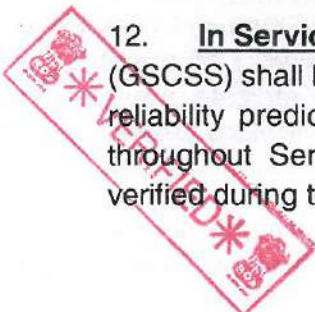
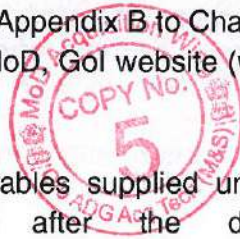
8. **Year of Production.** Deliverables supplied under the contract should be of latest manufacture, i.e. manufactured after the date of contract with unused components/assemblies/sub-assemblies, confirming to the current production standard and should have 100% of the defined life at the time of delivery. Deviations if any should be clearly brought out by the vendor in the Technical offer.

9. **Delivery Schedule.** The delivery of the one Generic Submarine Combat System Simulator (GSCSS) is to be completed at INS Satavahana, Visakhapatnam within 24 months from the effective date of the contract.

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

11. **Warranty.** The goods supplied shall carry a warranty for 24 months from date of successful completion of Acceptance trials. Warranty Clause is given at **Appendix C** to this RFP.

12. **In Service Life.** The in-Service Life of the Generic Submarine Combat System Simulator (GSCSS) shall be stipulated in the offer. The vendor is required to give details of reliability model, reliability prediction and its validation by designer/manufacturer to ensure reliability of stores throughout Service/shelf life. The efficacy of reliability model/prediction/validation would be verified during technical and environmental evaluation as indicated in **Para 37** of this RFP.





13. **Product Support**. The vendor would be bound by a condition in the contract that he is in a position to provide product support in terms of maintenance, materials and spares for a minimum period of 15 years. Even after the said mandatory period, the vendor would be bound to give at least two years notice to the Government of India prior to closing the production line so as to enable a Life Time Buy of all spares before closure of the said production line. This, however shall not restrict the Buyer from directly sourcing sub-equipment/sub-assembly and spares from their respective OEMs/sub-vendors on completion of warranty. In case the sub-equipment/sub-assembly/parts require tuning/calibration/integration by the Bidder prior replacement, the same is to be undertaken by the Bidder at fair and reasonable cost, as mutually agreed between Buyer and Bidder.
14. **Obsolescence Management Plan**. An actionable obsolescence management plan is to be proposed by the Bidder along with the mechanism for intimation of notification of obsolescence. The modalities of the mechanism for intimation of notification would be deliberated during CNC. The mutually agreed mechanism for intimation would form an integral part of the contract. All upgrades and modifications carried out for the GSCSS during the next 10 years must be intimated to the Naval Headquarters / Directorate of Submarine Acquisition (DSMAQ).
15. **Training of Crew & Maintenance Personnel**. A training package for training of operators, operator trainers and maintenance personnel to undertake operation and maintenance of equipment, along with tools and test jigs of Personnel nominated by the Indian Navy would be required to be carried out in English language. This training shall be designed to give the operators and maintainers necessary knowledge and skills to operate & maintain equipment as applicable. The syllabus will be defined by the Bidder in consultation with the Buyer. The maintenance training will be imparted to the satisfaction of the Buyer and Bidder will ensure that the training content and period will be to impart working proficiency up to the required level. All training requirements such as training aids, projection system, complete equipment with accessories / optional, technical literature, spares, test equipment / test set up, charts, training handouts, power point presentations, Computer Based Training (CBT), Documentation, Simulators etc will be catered by the Bidder.
16. The Bidder would provide the following training to the personnel of the Buyer based on agreed terms of contract: -
- (a) **Operator Training**. Operator training for 10 Days duration (in working days), 20 Personnel strength in 02 batch are to be provided at Buyer premises.
  - (b) **Repair and Maintenance Course**. Maintenance training for 10 Days duration (in working days), 10 Personnel strength in 01 batch at Buyer premises is to be undertaken for all repairs.
  - (c) The above training should meet the needs of repair & maintenance of the complete equipment, SMTs/STEs, assemblies/sub-assemblies, as per the stipulated repair philosophy. Training should include training on trouble shooting software and hardware defects on GSCSS including debugging of the software and re-installation.

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

18. It may be further confirmed that all national and international obligations relevant to transfer of conventional arms of the country of the supplier or countries from which parts and components are being procured, have been taken into account for the duration of the contract. Accordingly, thereafter there would be no review, revocation or suppression of Defence export licence and other related clearance issues to the supplier for the contract that could impinge on the continuity of supply of items and their parts or components under the contract.

19. **Patent Rights.** The vendor has to confirm that there are no infringements of any Patent Rights. The bidders are required to indicate the details of the algorithm being utilised for the GSCSS, the origin / IPR for the algorithm, License for the algorithm and validity of the algorithm.

20. **Integrity Pact.** In the subject RFP, the vendor is required to sign and submit Pre-Contract Integrity Pact (PCIP), given at **Annexure I to Appendix J.**

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

### **Bid Timelines**

22. Any queries / clarifications to this RFP may be sent to this office by 20 Dec 23.  
A copy of the same may also be sent to: -

The Commodore (Submarine Acquisition)  
Naval Headquarters/DSMAQ  
Room no. 119, 'C' Wing, I floor  
Sena Bhawan,  
New Delhi -110011  
Tel: +91-11-23010096 Fax:+91-11-23010830

23. **Pre-Bid Meeting.** A pre-bid meeting will be held at 1100 hrs on 10 Jan 24 in the office of Cmde (SMAQ), DSMAQ, Room no. 119, 'C' Wing, I floor, Sena Bhawan, New Delhi -110011 to answer any queries or clarify doubts regarding submission of proposals. The vendor or his authorised representative is requested to attend. Necessary details, may be sent a week in

advance to The Commodore (Submarine Acquisition), Naval Headquarters/ DSMAQ, Room no. 119, 'C' Wing, I floor, Sena Bhawan, New Delhi -110011, Tel: 23011067, FAX: 23010830, to facilitate obtaining of security clearance.

24. **Submission of Bids** The Technical and Commercial Proposals should be sealed **(the envelope should clearly state the letter No of RFP and the name of equipment and Bidder name)** and submitted together alongwith 'PCIP' to the undersigned at the following address by 1200 hours on 21 Feb 24 :-

The Commodore(Submarine Acquisition)  
Naval Headquarters/ DSMAQ  
Room no. 119, 'C' Wing, I floor  
Sena Bhawan,  
New Delhi -110011

25. Offer opening by an Offer opening committee will be held at 1500 hrs on 21 Feb 24 at the same venue indicated at Para 24 above. The Bidder or his authorised representative is welcome to be present at the opening of the proposals. Necessary details may be sent atleast one week in advance to facilitate obtaining of security clearance.



**PART II: TECHNICAL PARAMETERS**

26. The second part of the RFP incorporates the aspects of SQRs describing the technical parameters of the proposed equipment, and the environmental parameters for functioning. The operational characteristics and features that should be met by the equipment are elucidated at **Appendix A** to this RFP and the Compliance Table at **Appendix B** to this RFP.

27. **Operational Characteristics and Features.** The broad operational characteristics and features for Generic Submarine Combat System Simulator are elucidated at **Appendix A**.

28. **Technical Offer.** The Technical Offer must enable detailed understanding of the functioning and characteristics of the equipment GSCSS as a whole and each sub-system independently. It must include the performance parameters as listed at **Appendix A** and any other information pertaining to the technical specifications of the GSCSS considered important/ relevant by the vendor. The technical proposal should also include maintenance schedules to achieve maximum life and expected life of each assembly/subassembly {or Line Replaceable Unit (LRU)/Shop Replaceable Unit (SRU)} of each equipment of the GSCSS, storage conditions/environment condition recommended and the resultant guaranteed in-service/shelf life. The range and depth of spares included in the proposal should be supported by necessary reliability and prediction model or authenticated by past data on similar equipment in use. The Technical Offer should clearly indicate and elaborate the following: -

- (a) Provide detailed plan for development of all the pages of the three classes of Submarine Fire Control System.
- (b) The offer should clearly indicate the details of the algorithm, methodology for calculation of the Target Motion Analysis (TMA) and methodology for solution generation.
- (c) Detailed description on the algorithm being deployed in the GSCSS and how the algorithm would cater to meet the diverse requirements of the FCS for all three classes of the submarine.
- (d) The offer should step wise/ flow chart based describe the process for data flow for the GSCSS including sensor data transfer to the Operator Consoles / DMFCs and to instructor station.
- (e) The Technical offer should bring out the detailed timelines for development of pages for the submarine Fire control system and integration and interfacing of the data with the Operator Consoles / DMFCs.
- (f) The Technical offer should indicate the following with respect to the algorithm: -
  - (i) IPR for the algorithm.
  - (ii) License and its validity.
- (g) The algorithm being utilised for the GSCSS should have a lifetime License validity.

29. If there is any associated optional equipment on offer that should also be indicated separately along with the benefit that are likely to accrue by procuring such optional equipment. Should the Bidder be contemplating any upgrades or modifications to the equipment being offered, the details regarding these should also be included in the Technical Proposal.

30. **Technical Details.**

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

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

31. The technical offer should have a separate detachable compliance table in separate envelope as per format given at **Appendix B** to this RFP stating specific answers to all the parameters as listed at **Appendix A** to this RFP. It is mandatory to append detailed answers to all the parameters listed in **Appendix A** to this RFP. Four copies of the Technical Proposal should be submitted (along with one soft copy), however only One copy of the commercial proposal is required.

32. **Malicious Code Certificate.** The firm is required to submit a 'Malicious Code Certificate' (only for Electronic items and software) along with the Technical Proposal. The format is placed at **Appendix E**.

33. **Product Support (CMC).** After the warranty period of 24 months, post successful completion of Acceptance Trials, the system would be repaired and maintained under CMC by the Seller. The duration of CMC is Eight (08) years as per the repair and maintenance philosophy at **Appendix F** to this RFP. The information on Engineering Support Package that is required to be provided is enclosed at **Annexures I to IV** to **Appendix F** to this RFP. The details of CMC proposals, must also be submitted separately by the Bidder with technical aspects being included in the technical offer and commercial aspects being included in the commercial offer.

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

- (a) Manufactured by Bidder as OEM and can be sourced as per Part No.
- (b) Bought out items and customized by the OEM for the specific purpose and such customization would require OEM intervention.
- (c) Bought out from other OEMs/Third Party as specialised items and used without any customization. Such items can be sourced by quoting their Part No./Identification No. as given by OEM/Third Party and directly utilised.
- (d) General Engineering items/COTs which can be sourced by stating the relevant standards and item description.

35. The range and depth of spares included in the proposal should be supported by necessary reliability and prediction model or authenticated by past data on the similar equipment in use. Any Bidder found to be providing lesser ESP/MRLS in terms of range and depth will have to be made good the deficiency by the Vendor at no extra cost. The Buyer would also have the option to amend the MRLS proposed by the Bidder within 02 years of the expiry of the warranty period.

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

- (a) The Bidder/OEM will notify the Buyer not less than two years before the closure of its production line about the intention to close production of equipment for provision of purchasing of spare parts, before closure of the said production line.
- (b) Three years prior to completion of design/service life of equipment, the OEM/Bidder will submit techno-commercial proposal for upgradation of equipment, wherever applicable, to mitigate technology obsolescence and for ensuring product support for next 20 years (or any other period as applicable).

#### **Evaluation of Technical Offers**

37. The Technical Offer submitted by the Bidder will be evaluated by a Technical Evaluation Committee (TEC) to confirm that the equipment being offered meets the Essential Parameters as elaborated at **Appendix A**.

38. Commercial offers will be opened only of Bidders whose equipment is short-listed, after technical evaluation.

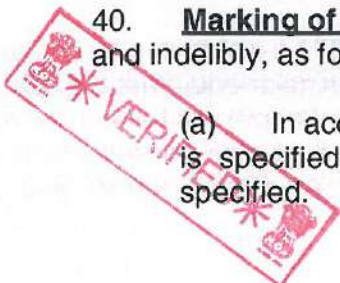
#### **Quality Assurance Instructions & Technical Evaluation Plan**

39. Bidder is to submit a Draft Acceptance Test Procedure (ATP) within six months post signing of contract. Based on the draft ATP, the ATP will be finalised by the Board/Committee nominated by Indian Navy. The Buyer reserves the right to modify the ATP if necessary. ATP will lay down the tests to be carried out during PDI and JRI. It shall be ensured that there is no repetition of QA tests in PDI and JRI. The JRI would normally be restricted to quantitative checks only, except where check proof is required to be carried out. In case PDI/JRI are planned to be conducted by authorised Third Party Inspection (TPI) Agencies, the same will be spelt out in the QA instructions and the details included in the finalised ATP. QA of equipment will be carried out as per finalised QA plan in the contract. For technical trials by QA agencies, the Bidder will arrange for requisite test facilities at OEM premises/accredited laboratories for establishing conformance. The successful Bidder would also be required to provide those test facilities at OEM premises/accredited laboratories for quality assurance, which are not available with QA agencies. Details of the same will be intimated to the Bidder during finalisation of ATP in Technical trials.

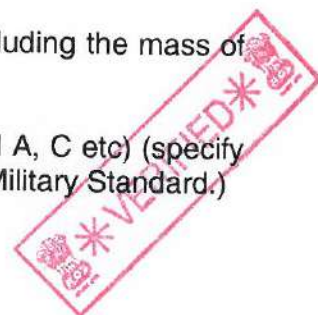
#### **Marking and Packaging**

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

- (a) In accordance with the requirements specified in the RFP or if no such requirement is specified, with the indicated codification number or alternative reference number specified.



- (b) Ensure that any marking method used does not have a detrimental effect on the strength, serviceability or corrosion resistance of the deliverables.
- (c) Where the deliverables have a limited shelf life, with the cure date/date of manufacture or expiry date expressed as months and years.
41. Where it is not possible to mark a deliverable with the required particulars, these should be included on the package in which the deliverable is packed.
42. **Packaging of Deliverables.** The Bidder shall pack or have packed the deliverables, as applicable:-
- (a) In accordance with DEFSTAN 81-041 (Part 1)/STANAG-4280 or equivalent Military Standard.
- (b) To ensure that each deliverable may be transported in an undamaged and serviceable condition.
43. The Bidder shall ensure that each package containing the deliverable is labelled to include:-
- (a) The name and address of the consigner and consignee including
- (i) The delivery destination/address if not of the consignee
- (ii) Transit destination/address (for aggregation/disaggregation, onward shipment etc).
- (b) The description and quantity of the deliverables.
- (c) The full part number in accordance with codification details.
- (d) The makers part, catalogue, serial, batch number, as appropriate.
- (e) The contract number.
- (f) Any statutory hazard markings and any handling markings including the mass of any package which exceeds 3 kgs.
- (g) The Packaging Label (military J, N or P, special H, commercial A, C etc) (specify reference to DEFSTAN 81-041 (Part 1)/STANAG-4280 or equivalent Military Standard.)



### **PART III : COMMERCIAL ASPECTS**

44. The third part of the RFP consists of the commercial clauses and Standard clauses of contract. The bidders are required to give confirmation of their acceptance of these clauses.

#### **Commercial Bid**

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

46. Commercial offers will be opened only of the Bidders whose equipment is short-listed, after technical evaluation. The Commercial Offer must be firm and fixed and should be valid for at least **18 months** from the date of submission of offer.

#### **Commercial Bid Opening**

47. The Commercial Offers will be opened by the Contract Negotiation Committee (CNC) and if Bidder desires he may depute his representative, duly authorised in writing, to be present at the time of opening of the offers. The date, time and venue fixed for this purpose will be intimated separately after the evaluations are completed. The CNC will determine the lowest bidder (L1).

#### **Additional Aspects**

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



**PART IV: EVALUATION AND ACCEPTANCE CRITERIA**

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

50. The bids shall be unconditional and unqualified. Any condition or qualification or any other stipulation contained in the bid shall render the bid liable to rejection as a non-responsive bid.

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

52. **Evaluation and Acceptance Process.**

(a) **Evaluation of Technical Proposal.** The technical proposals forwarded by the Bidders will be evaluated by a Technical Evaluation Committee (TEC). The TEC will examine the extent of variations/differences, if any, in the technical characteristics of the equipment offered by various Bidders with reference to the QRs and prepare a "Compliance Statement" for shortlisting the Bidders.

(b) **Evaluation of Commercial Bid.** The Commercial bids of only those bidders will be opened, whose technical bids have been cleared by TEC. Comparison of bids would be done on the basis of Evaluation criteria given in **Appendix H** to this RFP. The bidders are required to quote their price in Price bid format given in **Appendix H** to this RFP. The L-1 bidder would be determined by Contract Negotiation Committee (CNC) on the basis of **Appendix H** to this RFP. The bidder would be invited for negotiations by CNC.

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



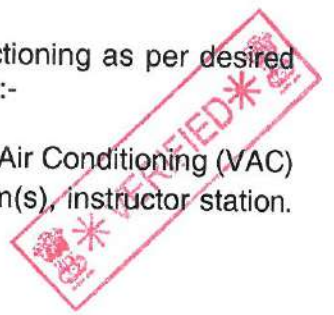
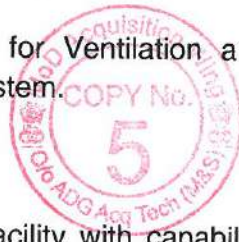
**Appendix A**  
**(Refers to Para 26 of RFP)**

**Operational Characteristics**  
**of GSCSS**



**GENERIC SUBMARINE COMBAT SYSTEM SIMULATOR (GSCSS)**  
**PART A – INTRODUCTION**

1. **Preamble.** The primary role of Generic Submarine Combat System Simulator (GSCSS) is to impart training to individuals and crew on Combat Management System (CMS) of conventional submarines.
2. **Application.** One (01) GSCSS simulator is proposed to be set up at INS Satavahana for training of personnel.
3. **Designation.** The system has been designated as Generic Submarine Combat System Simulator (GSCSS) and should be referred to as such.
4. **Type.** The Generic Submarine Combat System Simulator (GSCSS) and associated requirements shall comprise the following: -
  - (a) The *IN* operates three Classes of conventional submarines viz. Sindhughosh, Shishumar and Kalvari Class submarines. The Generic Combat System Simulator (GSCSS) would provide the MMIs of CMS onboard each class of submarine and would be used for conducting training for personnel. The GSCSS software should be configured so as to provide selection of the required Combat Management System (CMS) from the three Classes of the submarine by click of a button. The software should configure itself and the Graphic User Interface (GUI) for the display panels of the selected CMS. The MMI of the simulator should have the same look, feel and man-machine interface of the selected CMS.
  - (b) The GSCSS software would include target and weapon simulator; and the combat management system processes like Sensor Management, Track Motion Analysis going up to firing and controlling wire guided torpedo and missiles.
  - (c) Adaptors and connections for Ventilation and Air Conditioning (VAC) of the simulator from an external VAC System.
  - (d) An Instructor Station.
  - (e) A Briefing and Debriefing facility with capability to record and replay simulation sessions.
  - (f) A Technical facility which will accommodate all electrical and electronic components not required to be located at the operator, trainer, trainee stations, and components of the VAC system, storage facility for documentation and spares, fault detection, fault localization and fault analysis components and a maintainer station. Separate stowage of server and power supply backup.
5. The scope of supply for the GSCSS Simulator would enable functioning as per desired characteristics and safety of operation is to include the facilities as follows:-
  - (a) The simulator complex should have suitable Ventilation and Air Conditioning (VAC) facilities associated technical facilities, briefing and debriefing room(s), instructor station.

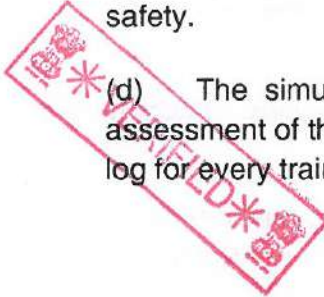


Also, provide VAC facilities for the building and rooms housing its respective Briefing and Debriefing room(s), Technical facilities and Instructor station to maintain a temperature of 18-20°C at all times at all the facilities.

(b) Suitable Local Area Network (LAN) to interconnect all devices of the Training Simulator including Instructor station, Briefing and Debriefing facility and the Technical facility for conducting, monitoring and analyzing training, uploading tasks, fault analysis and BITE tests.

(c) Suitable safety arrangements to cater for electrical safety, high temperature and fire safety.

(d) The simulator should have a courseware and trainee evaluation package for assessment of the performance of the trainees along with facility to maintain and view the log for every trainee with details of tasks undertaken by the trainee.



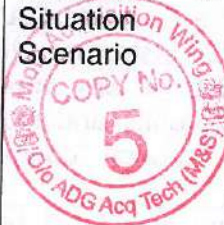
**PART B - ESSENTIAL PARAMETERS A****SECTION I - OPERATIONAL PARAMETERS**

6. The broad operational parameters of the Generic Submarine Combat System Simulator (GSCSS) are as mentioned below:-

<b><u>Sr</u></b>	<b><u>Attribute</u></b>	<b><u>Value / Remarks</u></b>
(a)	Training Stations	The GSCSS software would be configured so as to provide selection of the required Combat Management System (CMS) from the three Classes of submarines Sindhughosh, Shishumar and Kalvari Class submarines by click of a button. The software should configure itself and the GUI for the display panels of the selected CMS.
(b)	Trainer's Console	<p>(i) The GSCSS software should include target and weapon simulator; and the combat management system processes like Sensor Management, Track Motion Analysis, firing and controlling wire guided torpedo of the selected CMS from the three Classes of submarines Sindhughosh, Shishumar and Kalvari Class submarines.</p> <p>(ii) The Simulator should enable training of the complete Command team, limited crew or for an individual.</p> <p>(iii) The GSCSS should replicate the control desk for each type of CMS as a detachable and attachable panel. By physically attaching the concerned panel to the DMFC and connecting through rugged electronic connector. The control desk can also be configured or provided in the form of touch key panels.</p> <p>(iv) The GSCSS should also include the following sub-systems:-</p> <p style="padding-left: 40px;">(aa) Auto plotter</p> <p style="padding-left: 40px;">(ab) Periscope Emulator</p> <p style="padding-left: 40px;">(ac) Steering Control Emulator</p> <p style="padding-left: 40px;">(ad) Mast Status Panel, PNP table, Bearing Boards</p>
(c)	Training Course ware	The GSCSS would include courseware and a trainee evaluation package. The pre-installed courseware should provide lessons of incremental complexity (ranging from basic familiarisation, normal functioning, combat and emergency procedures).

Sr	Attribute	Value / Remarks
(d)	System Simulation	<p>(i) The GSCSS Simulator should be able to simulate CMS functions on IN conventional submarines in both normal and emergency conditions.</p> <p>(ii) It shall simulate the functionalities, MMI and performance in terms of response time as the CMS currently fitted onboard the IN conventional submarines.</p> <p>(iii) The Simulator shall include an environment and target behaviour data generator allowing preparation and running of realistic tactical situation.</p> <p>(iv) The platform behaviour including maneuverability and dynamics shall be faithfully simulated providing feedback of own ship parameters. However, the platform motion is not needed to be simulated.</p> <p>(v) The Simulator should provide inputs to and accept simulated outputs from interfaced systems and sub-systems of submarines viz. Weapon Control System, Weapon Handling and Launching System, Sonar Detection System, Air and Surface Detection System, Navigation System, Communication System, Hoisting System, Torpedo Counter Measure, Own platform and Target Situations.</p>
(e)	Simulation of Environment, Platform Motion and Targets Motion	<p>(i) The Simulator should have an advanced environment and target behaviour data generator allowing preparation and running of realistic tactical situations.</p> <p>(ii) The platform behaviour including manoeuvrability and dynamics shall be simulated. The simulation shall take into account the real status of the submarine (diving depth, speed, course, position, propulsion, battery capacity, motion limitation).</p> <p>(iii) Generic, programmable self-noise levels and tonals of various typical ship machinery should be simulated with corresponding effect on sonar performance. Environmental parameters such as visibility (day and night), sea state and hydrology should be programmable.</p>
(f)	Simulation of Entities / Targets.	<p>(i) The Simulator would simulate air, surface and sub-surface entities and targets including their sensors and weapons. Sample generic capabilities of the targets and their sensors and weapons must be provided.</p> <p>(ii) The Instructor must have data fields to feed in target data in respect of a minimum of 300 entities and targets of various types. Programming of entity and target parameters (motion and weapons) must be possible by the Instructor.</p> <p>(iii) The simulator would display in detail the parameters in respect of aircraft, helicopters, ships and</p>



Sr	Attribute	Value / Remarks
		<p>submarines, such as altitude, depth, speed, weapons types and parameters, sensor parameters and search patterns. In addition, provision for simulating the radiated target characteristics relevant for sonar processing (radiated noise levels and tonals) is to be provided. The echo characteristics for simulating active sonar modes are also to be simulated.</p> <p>(iv) The instructor console should be capable of providing the following data: -</p> <p>(aa) Target Class</p> <p>(ab) Target manoeuvre plan</p> <p>(ac) Target machinery</p> <p>(ad) Target sensors</p> <p>(ae) Target weapons</p>
(g)	Simulation of Situation Scenario 	<p>(i) One unique scenario, shared by all consoles involved in the training session, must be enabled by the Simulator. Instructors would be able to select, generate, run and modify any scenario.</p> <p>(ii) Global coherence of the simulated data (for example a given surface target will be detected by the sonar, ESM, and seen from the periscope and detected by the radar depending on local tactical situation in a realistic, coherent manner). The visual display through periscope should provide realistic aspects, ranges at different visibility conditions.</p>
(h)	Simulation of Weapons Control System	Capability for preparing, pre-setting and launching of torpedoes and missiles, as would be done from an operational CMS of <i>IN</i> conventional submarine, is to be simulated. However, physical replica of torpedo room equipment is not envisaged.
(j)	Simulation of Weapon Handling and Launching System	This includes the software simulation for behaviour of weapon launching tubes as well as handling system. MMI indications from the weapons compartment that would normally appear on the MFCCs on execution and completion of commands/tasks pertaining to preparation and firing of weapon must be realistically simulated. However, provision of physical replica of the Weapon Handling and Launching systems is not envisaged.
(k)	Simulation of Sonar Detection System	The simulator will consider all these aspects and allow the user to specify the following:- <p>(i) Detection levels at various relative bearings.</p>



<u>Sr</u>	<u>Attribute</u>	<u>Value / Remarks</u>
		<p>(ii) Blind Zone.</p> <p>(iii) The instructor will specify the detection levels at the relative bearings keeping in mind the condition of Sonar, planned speeds and environment. The instructor should be able to manipulate the detection levels. The Blind Zone could be treated as more-or-less-fixed, but the instructor has the option to change it. The instructor will be facilitated to input the data in terms of the expected ranges in different directions. Alternatively, the instructor could specify the detection thresholds against relative bearings. The simulation software will compute the expected detection ranges along the relative bearing for the target in question.</p>
(l)	Simulation of Air & Surface Detection System	The Simulator shall provide capability to operate Attack Periscope and Optronic Mast, Navigation Radar and ESM by a behavioural simulator at MMI level.
(m)	Simulation of Navigation System	Scenario to be simulated will require platform as well as target motion. Navigation behaviour is to be simulated through software and associated data broadcasted to each sub-system. The instructor should be able to modify navigational data at any time. The navigation simulation should also prohibit and allow weapon launch as per the Normal Launch conditions of various weapons
(n)	Simulation of Communication System	Communication system would not be fully simulated. Limited capability for external communication through dedicated interphones simulating Transmission and Reception with connection to Instructor desk.
(p)	Periscope Emulator	<p>The mockup periscope will allow the operator to get view of the scenario through periscope. The periscope view will show the targets in the field of view with respect to the target aspect, sea state, time of day. The periscope emulator will provide following features: -</p> <p>(i) Generic periscope with raise and lower control emulation.</p> <p>(ii) View to provide target picture corresponding to the target class through the view-finder.</p> <p>(iii) Processor card, HDD and Ethernet connectivity.</p> <p>(iv) The Simulator must enable environment simulation including simulation of Sea States from Sea State 1 to 6 and Instructor-programmable hydrological conditions and resulting simulated effects on target detection and appearance.</p>





<u>Sr</u>	<u>Attribute</u>	<u>Value / Remarks</u>
(q)	Steering Control/Console Emulator	<p>The Steering Control will provide following features:-</p> <ul style="list-style-type: none"> <li>(i) Generic steering control with plane and rudder control handles, control panels and display panel.</li> <li>(ii) Processor card with Ethernet connectivity.</li> <li>(iii) The Simulator must include simulation of all safety procedures and drills conducted from the selected operational CMS.</li> </ul>
(r)	Training Capacity	<p>The Simulator shall be managed by two Instructors. The Instructor Control Consoles should be mounted in the Instructor Room and be provided with means for the following:-</p> <ul style="list-style-type: none"> <li>(i) Managing training sessions with pre-defined and stored training scenarios.</li> <li>(ii) Editing and modifying training scenarios prior to and during training session.</li> <li>(iii) Insert or delete failures, accidental events or modify environmental parameters prior to or during training session.</li> <li>(iv) Create and load a snapshot of a selected console screen.</li> <li>(v) Recording and storing of new training scenarios</li> <li>(vi) Execute training scenarios</li> <li>(vii) See the screens and consoles to observe trainees actions and operate local commands on simulated installations.</li> <li>(viii) View a current training session and stop the training session for safety or pedagogical reasons.</li> <li>(ix) Watch and hear the current training session by video and audio means (with an option to mute) for evaluation and safety purpose.</li> <li>(x) Communicate with the trainees by audio means.</li> <li>(xi) Recording, re-play (with the option to skip to a selected time of the training session), evaluation of the training sessions and manage recorded training sessions.</li> </ul>

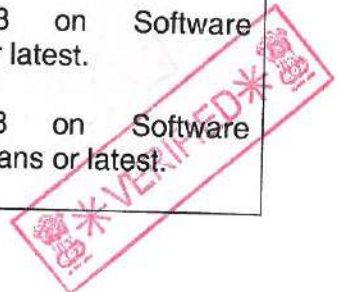


**SECTION II - TECHNICAL PARAMETERS**

7. The technical specifications for the GSCSS are as tabulated below:-

<u>Ser.</u>	<u>Specification</u>	<u>Parameters</u>
(a)	Power Supply	<p>(i) Simulators are to be powered from a main supply with an emergency and back-up supply for safety and redundancy reasons.</p> <p>(ii) Automatic glitch-free switchover from main to emergency supply and back.</p> <p>(iii) Operate on 440V or 220V, 50Hz, 01 Phase or 03 Phase power supply.</p> <p>(iv) UPS unit to provide reliable and filtered power supply throughout.</p> <p>(v) UPS is to provide back-up for a duration of one (01) hour for operation of the simulator equipment in the event of power failure.</p> <p>(vi) All power convertor, stabilisation and shaping hardware from mains are to be provided and shall be based on static power circuitry.</p>
(b)	Safety Arrangements	<p>(i) Automated fire detection system for the simulator complex as also for the spaces housing the associated systems.</p> <p>(ii) Adequate portable fire extinguishers suitably placed for simulator complex (Extinguishers used should be commercially available in India and being used in Indian Navy).</p> <p>(iii) Suitable arrangements need to be provided in the Simulators to ensure that electrical hazards to personnel are prevented in accordance with OSHA General Industry Standards, Electrical.</p>
(c)	Application Software	<p>The software should have the following attributes:-</p> <p>(i) Open-architecture and should be compatible with future versions of the OS.</p> <p>(ii) Simulation of all operational capabilities of selected CMS of the submarine and associated equipment.</p> <p>(iii) Simulation of realistic environment, own ship (submarine) behaviour, target (air, surface and sub-</p>


Ser.	Specification	Parameters
		<p>surface) behaviour and weapon and projectile (torpedo, missile) behaviour.</p> <p>(iv) Editing, Modification, Generation of Training Scenario.</p> <p>(v) Recording, replay and Briefing and Debriefing features.</p> <p>(vi) On-line and Off-line processing of training sessions.</p> <p>(vii) Generation of Training Session reports.</p> <p>(viii) Online and Offline BITE.</p> <p>(ix) Identify defects and failures in the GSCSS.</p> <p>(x) Facility for addition and modification of Class wise CMS and weapon characteristics to include future modifications and inductions.</p>
(d)	<p>Software Development and Documentation</p>	<p>(i) The software development and software documentation is to be in accordance with IEEE 12207 or equivalent standard.</p> <p>(ii) The firm would be required to undertake Software Verification and Validation, Software Quality Assurance (SQA).</p> <p>(iii) Two set of documentation for Training Simulator in hard copy and soft copy in IETM IV format upgradable to V and hard copies as per JSS-0251:2001. The hard copies The applicable specification shall be equivalent or superior to the following standards:-</p> <p>(aa) JSS-0251-2001 for documentation of simulators or latest.</p> <p>(ab) IEEE 12207: 2008 on Software Life Cycle processes or latest.</p> <p>(ac) IEEE 730: 2002 on Software Quality Assurance Plan or latest.</p> <p>(ad) IEEE 830: 1993 on Software Requirement Specifications or latest.</p> <p>(ae) IEEE 828: 1998 on Software Configuration Management Plans or latest.</p>




Ser.	Specification	Parameters
		<p>(af) IEEE 1012: 1998 on Software Verification and Validation or latest.</p> <p>(ag) IEEE 1028: 1998 on Software Reviews and Audits or latest.</p> <p>(ah) IEC 15288: 2015 on System Life Cycle Processes or latest.</p> <p>(aj) OSHA General Industry Standards, Electrical or latest.</p>

### SECTION III - MAINTAINABILITY AND ERGONOMICS PARAMETERS

#### 8. General Characteristics.

Sr	Attribute	Value / Remarks
(a)	Hardware Requirements. 	<p>(i) <b>Operator Consoles/DMFC.</b> The system will have three Dual Multi-Function Consoles with following specifications:-</p> <p>(aa) Number of display panels in each DMFC – Two LED panels 24” with HD resolution, vertically stacked</p> <p>(ab) Dual processors intel i5 processor or latest</p> <p>(ac) Power supply module with IPS</p> <p>(ad) Provision to attach external control panel and connect through USB</p> <p>(ae) High speed Ethernet connectivity</p> <p>(af) USB Port for connecting external keyboard</p> <p>(ii) <b>Instructor Station.</b> The Instructor Station should have following specifications:-</p> <p>(aa) Two side-by-side mounted 24” LED display panels with HD resolution.</p> <p>(ab) Keyboard, touch-panel, mouse.</p> <p>(ac) Software to support the control of training and simulation.</p> <p>(ad) Ethernet connectivity.</p>



Sr	Attribute	Value / Remarks
		<p>(ae) Two processors with terabyte HDD.</p> <p>(iii) <b>Auto Plotter.</b> Tactical Plotting Table with W-ECDIS feature, interfaced with the CMS over Ethernet.</p> <p>(iv) <b>Mast Status Panel.</b> The Mast Status emulator will provide following features:-</p> <p>(aa) Emulator to show the status of masts raised and lowered with indication.</p> <p>(ab) Communication with CMS</p>
(b)	Material Used	<p>(i) The material used should be suitable for tropical climate (0° C to 50° C, upto 95% humidity) in coastal areas.</p> <p>(ii) Corrosion resistant surface protection coatings are to be used.</p>

9. **Operating Conditions.**

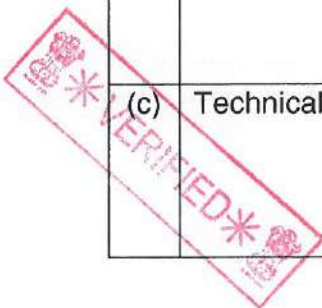
Sr	Attribute	Value / Remarks
(a)	Environmental Specifications	<p>The Simulators should comply with following standards and specifications or equivalent standards:-</p> <p>(i) All components used for Simulators should be capable of withstanding the tropical climate. The system should be capable of withstanding following ambient temperature conditions:-</p> <p>(aa) For Operation: 0° C to 40° C, upto 90% humidity</p> <p>(ab) For Storage: 0° C to 50° C, upto 95% humidity</p>
(b)	Exploitation Pattern	<p>The Simulators should be robust and rugged to support extended operation upto the following limits:-</p> <p>(i) 10 hours per day.</p> <p>(ii) 25 days in a calendar month.</p>



Sr	Attribute	Value / Remarks
		(iii) 300 days in a year.
(c)	Data Base Management	<p>The Data Base Management should cater for the following requirements:-</p> <p>(i) The database should contain all parameters and data relevant to reliable operation of GSCSS and faithful conduct of crew training.</p> <p>(ii) Data base should be capable of being backed up on storage media in encrypted form.</p> <p>(iii) There should be a facility to store training scenarios and training sessions for replay at a later date.</p>

10. **Physical Attributes.**

Sr	Attribute	Value / Remarks
(a)	Life	<p>(i) The Simulator should have a service life of at least Fifteen (15) years.</p> <p>(ii) The system should be supported for Fifteen (15) years including for porting of application software in line with the commercially available upgrades of computers and Operating System (OS) and indicate should have through-life logistic support for hardware as well as application software.</p>
(b)	Hardware for the simulator complex	<p>The minimum hardware for the Briefing and Debriefing facility for the Simulators is as follows:-</p> <p>(i) Furniture for seating Twenty (20) personnel</p> <p>(ii) Visualisation of a training session and replay on latest projection system such as Smart Boards including all accessories required for the projection.</p> <p>(iii) Two contemporary networked PC stations at each facility to control the briefing and debriefing along with accessories.</p> <p>(iv) Suitable ventilation and Air conditioning units to cater for the room.</p>
(c)	Technical Facility	<p>The Simulator should have exclusive Technical facilities comprising of following :-</p> <p>(i) Accommodate all the electronic and electrical devices located outside training, trainer and</p>



Sr	Attribute	Value / Remarks
		<p>instructor station (COTS computers, storage disks, audio and video distribution matrix.).</p> <p>(ii) Provision for storing the following:-</p> <p>(aa) Documentation (both hard copies and in digital format) and back-up software.</p> <p>(ab) Onsite spares and tools.</p> <p>(ac) Main and emergency power supply distribution boards.</p> <p>(iii) A maintainer post should have appropriate jigs and test benches for onsite fault analysis and repair.</p> <p>(iv) The facility should accommodate the requisite support arrangements that would ensure seamless operation and maintenance of the simulator.</p>
(d)	Instructor Station	<p>(i) 'Instructor Station' for online monitoring, recording and control of a training session by the Instructor(s).</p> <p>(ii) The Instructor(s) shall be enabled to create a training scenario, start and stop the training session, freeze, record, replay and reset the simulation and the connected trainee-consoles to a selected initial condition as well as to inject faults and situations during the course of ongoing training exercise.</p> <p>(iii) The Instructor Station shall provide for online assessment of the performance of the trainees on the Simulator</p> <p>(iv) The instructor should be able to view and communicate with trainees during the simulated training.</p> <p>(v) The Instructor Station should be designed to enable preparation, control and recording of the training sessions and is to be equipped with requisite IT hardware.</p> <p>(vi) The recording of training sessions should take place on standard COTS digital storage devices. The storage devices should have a minimum recording capacity of 72 hours</p>
(e)	Briefing and Debriefing Station	The GSCSS complex should have an exclusive Briefing and Debriefing Station. The essential

Sr	Attribute	Value / Remarks
		<p>facilities for the briefing and de-briefing station is as follows:-</p> <p>(i) Seating Capacity of twenty (20) personnel for briefing and de-briefing about training session to be played.</p> <p>(ii) Replay the concluded training session, including earlier recorded sessions.</p> <p>(iii) Pause, rewind, fast forward the elapsed training sessions at various speeds. An inline printer for printing of Snapshots of the training session.</p> <p>(iv) Display snapshots (with the time and state of the platform with respect to course, speed, depth) of the scenario within the simulator and any of the Multi-Function Control Consoles (MFCCs) operated by the trainees.</p> <p>(v) Data analysis tools may be to be included for training sessions to compare data from database and provide comparative analysis reports to ascertain progress of a particular training session or trainee (as applicable).</p> <p>(vi) User profiles for all trainees should be maintained, that shall carry information of scenarios a trainee has completed, training time and individual performances of each trainee.</p>

#### 11. Maintainability and Reliability.

Sr	Attribute	Value / Remarks
(a)	MTBF and MTTR	The system should be designed for high MTBF (not less than 1000 hrs) and low MTTR (not to exceed 60 minutes).
(b)	Built-in Test Equipment	<p>(i) The design of the system shall include an integrated built-in test (BIT) facility to enable offline and online monitoring, fault-diagnosis, automatic fault localisation and failure identification such as to identify, locate and indicate to the instructor and maintainer any fault that has occurred in the simulator during operation in all modes.</p> <p>(ii) The BIT shall isolate at least 95% of all detected faults to one PCB, Line Replaceable Unit (LRU) and 100% of all detected faults to two or three PCBs, LRUs.</p>



Sr	Attribute	Value / Remarks
(c)	Test and Software Loading Terminal	<p>(iii) BIT messages shall be displayed on the instructor's screen.</p> <p>(i) A suitable PC and/or Laptop based Test and Software Loading Maintenance Terminal is to be included to facilitate checks of the system and reloading of system software.</p> <p>(ii) Back up copy of software is to be provided with each of the software loading terminal.</p>
(d)	Test and Workshop Equipment	<p>The test and workshop equipment to be supplied for GSCSS are as follows:-</p> <p>(i) Equipment that would be needed for undertaking pre-operation checks and routine preventive maintenance.</p> <p>(ii) Specific to Type Test Equipment (STTE, along with Maintenance and Diagnostic Laptop with backup software) that would be needed to undertake repairs of the system.</p> <p>(iii) Equipment required for carrying out detailed analysis of defects.</p> <p>(iv) Backup copy of all software shall be supplied.</p>
(e)	System Architecture	<p>(i) Distributed architecture systems shall be used for all electronics and computer resources with provisions for upgrade of software and hardware.</p> <p>(ii) The equipment hardware and software is to be designed with open architecture with a modular approach where software design should be independent of the hardware design. The proposed solution should be configured around technologies which have already been used in similar submarine motion control and platform machinery simulator applications.</p> <p>(iii) The system is to be designed with dual redundancy for main processors and other important functions. Further, the system shall be designed such that the features viz., fault tolerance, graceful degradation, interchangeability, commonality and standardisation are given due importance.</p> <p>(iv) The Ethernet network should have dual redundancy for various consoles of the Training console, Instructor Station, Technical facility and Briefing and Debriefing facility to operate.</p>

12. **Ergonomics.**

<b>Sr</b>	<b>Attribute</b>	<b>Value / Remarks</b>
(a)	Inter-changeability and Commonality	(i) The level of commonality achieved within the system at the Module, Sub module level, PCB level and Component level should be specified.  (ii) The system should be designed such that the PCBs, modules (similar in physical construction and functions), are interchangeable within the system.
(b)	Ease of Maintenance	The systems shall be designed with modularity of hardware and software. The design should cater for easy accessibility of all panels (particularly top, side and rear panels) and test points for ease of checks and maintenance. Cabinets are to be designed to ensure sufficient cooling and circulation of air.

**PART C - ESSENTIAL PARAMETERS - B**Nil**PART D - ENHANCED PERFORMANCE PARAMETERS (EPP)**Nil

**Appendix B**  
(Refers to Para 26 of RFP)

**COMPLIANCE TABLE**

**GENERIC SUBMARINE COMBAT SYSTEM SIMULATOR**

Ser No	Requirement as per the RFP	Compliance/ Partial Compliance	Indicate references of Paras/Sub Paras of the Main Technical Document
<b>General Conditions of RFP</b> (Para 1 to 52 of Part I to Part IV)			
<b>Technical Parameters as per Appendix A</b>			
	Essential Parameters 'A'		
	Technical details i.a.w Para 28 of RFP		
<b>Commercial Parameters as per RFP</b>			
	Performance-cum-Warranty Bond as per Para 2 of Appendix G of RFP		
	Advance Bank Guarantee Bond as per Para 1.4 of Appendix G of RFP		



**Appendix C**  
(Refers to Para 11 of RFP)

**WARRANTY CLAUSE**

1. The seller warrants that the goods/services supplied under this contract conform to specifications prescribed and shall perform according to the said Technical Specifications
2. The seller warrants for a period of 24 months from the date of successful completion of Acceptance Trials, and that the goods/stores/services supplied under this contract and each component used in the manufacture thereof shall be free from all types of defects / failures (including latent and patent defects).
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, maximum within 07 days of notification of such defect by the BUYER provided that the goods are used and maintained by the BUYER as per instructions contained in the Operating Manual. Record of the down time would be maintained by user in log book. Spares and all consumables required for warranty repairs shall be provided free of cost by SELLER. All activities including diagnosis, rectification, calibration, transportation etc, required for making equipment serviceable and available would be the SELLER's responsibility. The SELLER also undertakes to diagnose, test, adjust, calibrate and repair / replace the goods/ equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the BUYER and the SELLER. The SELLER shall intimate the assignable cause of the failures.
4. SELLER hereby warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the SELLER and he will ensure that the cumulative downtime period for the equipment does not exceed 22 days of the warranty period.
5. If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds 5 % of the warranty period or a common defect is noticed in more than 10% of the quantity of goods with respect to a particular item/component/sub-component, that complete item/equipment shall be replaced free of cost by the SELLER within a stipulated period of 10 days of receipt of the notification from the BUYER duly modified/upgraded through design improvement in all equipment supplied / yet to be supplied and ESP supplied and yet to be supplied.
6. SELLER shall associate technical personnel of maintenance agency and QA of BUYER during warranty repair and shall provide complete details of defect, reasons and remedial actions for averting recurrence of such defects.
7. In case the complete delivery of Engineering Support Package is delayed beyond the period stipulated in this contract, then the Seller undertakes that the warranty period for the goods / stores shall be extended to that extent.

8. The SELLER warrants that the goods supplied will conform to the Temperature and Humidity conditions as mentioned at **Appendix A** to RFP.
9. The SELLER shall undertake all Preventive and Breakdown maintenance routines on GSCSS during the warranty period including supply of all spares for such maintenance routines.



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

<b>Ser</b>	<b>Parameter</b>	<b>Qualifying Criteria</b>
<p><i>The procurement case will be earmarked for MSMEs, provided there are at least two or more MSMEs, who qualify Technical Evaluation and accordingly the Commercial bids will be opened. Firms are required to submit their valid MSME certificate along with Technical Bid.</i></p>		
<b>1</b>	<b>Financial</b>	
(a)	Net Worth	Net worth should be positive.
(b)	Insolvency	The entity should not be under insolvency resolution as per IBC at any stage of procurement process from the issuing of RFP to the signing of contract.
<b>2</b>	<b>Technical</b>	
(a)	Nature of Business	Manufacturing entity or System Integrator of defence equipment and not a trading company, except in cases where OEM participates only through its authorised Bidders.
(b)	Experience in related field	Min 02 Yrs. experience in broad areas like manufacturing/ engineering/ electronics/ explosives etc. as applicable in the instant case. If not, then cumulative experience of at least 03 years in above areas, resulting in gaining of competence for manufacturing the proposed product.
(c)	Quality Control	As per RFP requirements.
<b>3</b>	<b>Others</b>	
(a)	Industrial License	Possess or be in the process of acquiring a license, if the product under project requires license as per DIPP licensing policy.
(b)	Registration	Registered for Min 02 Years, atleast 01 years for as MSMEs. Min no of years not applicable for JVs constituted specifically for a project.



**Appendix E**

(Refers to Para 32 of RFP)

**CERTIFICATE- MALICIOUS CODE**  
**(To be rendered on the company's letter head)**

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

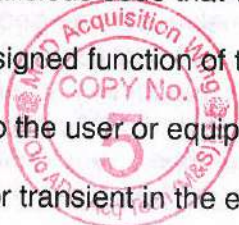
- (a) Inhibit the desired and designed function of the equipment.
- (b) Cause physical damage to the user or equipment during the exploitation.
- (c) Tap information resident or transient in the equipment/networks.

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

(Signed)  
Designation / Name / Address of firm

Date :

Place :



**Appendix F**

(Refers to Para 33 of RFP)

**REPAIR AND MAINTENANCE PHILOSOPHY**

1. **Maintenance Philosophy.** To sustain and support equipment through its operational life-cycle, CMC requirements for 08 years beyond the warranty period will be concluded along with the main equipment. Repair and Maintenance of GSCSS will be undertaken by a Comprehensive Maintenance Contract (CMC) to be provided by the Seller, which will include, but not limited to all preventive and corrective maintenance of the systems, equipment and machinery in satisfactory working order and will include 'Planned Preventive Maintenance' (PPM), repairs, servicing, calibration and replacement of defective parts, sub-assemblies, equipment; preservation and de-preservation as applicable. The CMC concept is elaborated at Annexure I.

2. **Engineering Support Package (ESP).** ESP is the basic engineering support the Seller needs to provide to the Buyer for undertaking essential repairs and maintenance of the equipment during its exploitation. These repairs and maintenance would be in consonance with the Maintenance Philosophy enunciated above. ESP would constitute the following aspects:-

- (a) List of Spares to be provided by the Seller.
- (b) Technical Documentation.
- (c) Training.

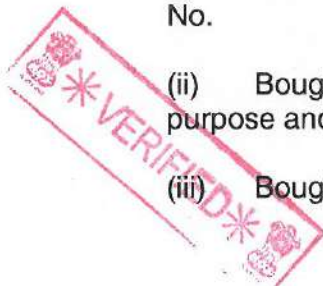


3. **Spares**

(a) **Manufacturers Recommended List of Spares (MRLS).** This is the list of spares, recommended by the manufacturer, for maintaining operational serviceability of the equipment and sustain it for the period as stipulated in the RFP. The seller are to provide details of MRLS to sustain the equipment for a period of five years for various levels of repair as per format given at **Annexure II to Appendix F**. The Seller will be required to provide list of MRLS with Commercial proposal. Cost of the MRLS, along with likely consumption rate of spares is to be provided with the Technical proposal. The MRLS will be supported by Reliability & Maintainability (R&M) report for the proposed spares along with their Mean Time Between Failure (MTBF). MRLS would be provided separately for each such sub system.

(b) The spares are required to be categorized in four categories as follows: -

- (i) Manufactured by Bidder as OEM and can be sourced as per Part No.
- (ii) Bought out items and customized by the OEM for the specific purpose and such customization would require OEM intervention.
- (iii) Bought out from other OEMs/Third Party as specialised items and





used without any customization. Such items can be sourced by quoting their Part No./Identification No. as given by OEM/Third Party and directly utilised.

(iv) General Engineering items/COTs which can be sourced by stating the relevant standards and item description

4. **Technical Documentation.** The Bidder will be required to provide the technical literature. The details of technical literature to be supplied with the system should be listed as per the suggested format at **Annexure III** to this Appendix. This should be provided with both Technical and Commercial Proposals. The cost column may be left blank in the Technical Proposal. An illustrated list of documents which may be submitted by the Seller is as under:-

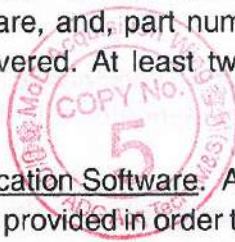
- (a) User Handbook/Operators Manual in English.
- (b) **Technical Manuals.** (as per governing JSG/Guide for other technologies)
  - (i) **Part I.** Tech description, specifications, functioning of various systems.
  - (ii) **Part II.** Inspection/Maintenance tasks repair procedures, materials used, fault diagnosis and use of Special Maintenance Tools (SMTs)/Special Test Equipment (STEs), Laptops etc.
  - (iii) **Part III.** Procedure for assembly/disassembly, repair up to component level, safety precautions.
  - (iv) **Part IV.** Part list with drawing reference and List of SMTs/STEs Test Bench.
  - (v) Software tools and Documents.
- (c) Table of Tools & Equipment (TOTE) & carried spares.
- (d) Complete Equipment Schedule.
- (e) Repair and Servicing schedule.
- (f) Design Specifications.
- (g) Technical Manual on STE with drawing references.
- (h) Condemnation limits.
- (j) Packing specifications /instructions.

5. **Miscellaneous Aspects.** The following may also be noted:-



(a) Embedded Software. The details of systems/subsystems with devices or components having embedded software is to be made available to the IN. Details of these modules with resident software, and, part number of memory modules and backup software needs to be delivered. At least two copies of backup software would be required.

(b) Operating System and Application Software. A copy of the operating system and application software need to be provided in order to establish back up and repair support for these systems after completion of acceptance trials.



**Annexure I to Appendix F**  
(Refers to Para 1 of Appendix F)

**TERMS OF REFERENCE FOR CMC FOR  
GENERIC SUBMARINE COMBAT SYSTEM SIMULATOR (GSCSS)**

1. The various terms and conditions of proposed CMC are enumerated in succeeding paragraphs. The Seller should undertake maintenance and repair of the Generic Submarine Combat System Simulator (GSCSS). The Seller shall provide following services:-

- (a) Maintenance and upkeep of: -
  - (i) System Hardware
  - (ii) System Software
- (b) Periodic Preventive Maintenance
- (c) Breakdown Maintenance

2. **Duration of CMC.** The CMC would commence post completion of two years of warranty period. The duration of CMC would be Eight (08) years.

3. **Responsibilities of Buyer.** The Buyer shall provide full access of the equipment to SELLER's authorized representatives. The responsibilities of the Indian Navy / INS Satavahana shall be as follows: -

- (a) Provide proper earthing /lightning requirements at site.
- (b) Provide stabilized AC mains power supply.
- (c) The trained user shall be able to carry out first level diagnostics as per BITE facility available with the equipment and restrict repair of the equipment to the extent of replacement of faulty subsystem only from the stock of spares maintained by the supplier at INS Satavahana.
- (d) *IN* Reps shall not undertake any investigation/repairs at sub system level.
- (e) Maintenance of equipment log book of Reference System supplied for fault diagnosis.
- (f) A representative of the Buyer must be present at site at all times when services are being performed by the Service provider on site.



(g) The Buyer shall communicate any faults in the GSCSS to the Seller via Fax/Letter/Telephonically.

4. **Responsibilities of Seller.** The Seller shall:-

(a) Keep the equipment in good working condition through preventive and corrective maintenance.

(b) The Seller is to visit INS Satavahana at least once every quarter (or as per defined maintenance schedule) for undertaking health audit and carrying out Preventive Maintenance of the GSCSS.

(c) Ensure availability of minimum Two service engineers during maintenance / defect rectifications.

(d) Seller will provide the obsolescence management and upgradation plan atleast two months prior to completion of CMC contract along with proposed solutions.

(e) Seller shall rectify the defects projected within 07 days of intimation by the BUYER.

(f) Seller will bear full responsibility of the work done by its employees deputed for undertaking the CMC.

(g) The safety of the employees will be the responsibility of the Seller, including damages to life and property. Associated insurance / liability cover to the Seller's employees deputed for undertaking the CMC, if any, will be the responsibility of the Seller.

(h) The seller is to provide a list of consumables and Ready Use spares required for hassle free operation of the GSCSS keeping in mind the consumption rate and the envisaged / history of spares requirement.

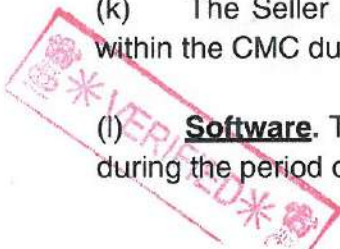
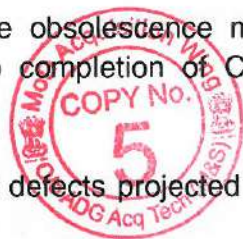
(j) The Seller would ensure a minimum stocking of the following:-

(i) One month stock for consumables.

(ii) Complete list of 'Ready use' spares as agreed with the Buyer.

(k) The Seller shall bear the cost for any Hardware and Software upgradation within the CMC duration.

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

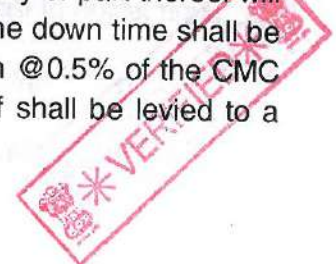


- (i) Upgrades, patches, fixes to the OS and the Application software.
- (ii) Back-up and restoration of software, as and when required.
- (iii) No malware certificates.
- (iv) Version of the software (Independent verification and validation) certificate as per the applicable CMM Level.
- (v) Method of checking the health of the software and debugging methods.

(m) **Liquidation of Defects in Warranty.** Seller shall liquidate all existing warranty defects prior commencement of the CMC.

5. **Repair Philosophy.** The Seller shall provide Product Support in the form of CMC. The repair philosophy for the various constituents of the system will be as follows:-

- (a) If within the CMC Period, the Equipment fails to perform as per its specifications, the Seller shall rectify the defects through replacement or repair free of charge within 07 days of notification of such defects.
- (b) The defects shall be intimated to the Buyer Reps, by INS Satavahana and repairs/replacement shall be carried out within 07 days of reporting the defects.
- (c) The Seller will ensure that down time does not exceed 07 days of the CMC period at any one time and not exceeding a cumulative period of 5 % of CMC Period on yearly basis.
- (d) Replacement of all faulty / failed component(s) / spare(s) / module(s) / motherboards / processors / display etc. including all accessories supplied as part of the GSCSS system shall be replaced or rectified free of cost during the CMC.
- (e) The Seller shall maintain a stock of spares based on statistical data regarding the observed failure rates and the same are to be used for carrying out Defect Rectification (DR).
- (f) Maintenance routines over and above the manufacturer's recommendation as desired by the Indian Navy will be included in the maintenance schedule and the same carried out by the Seller. All associated computer and paper work including spares consumption data management, defect analysis, etc will be undertaken by the Seller.
- (g) If the defects are not attended to within 07 days, a down time compensation @0.5% of the CMC cost of the respective year per week of delay or part thereof will be levied. In case required spares are not available in stock, the down time shall be a maximum of 07 working days else down time compensation @0.5% of the CMC cost of the respective year per week of delay or part thereof shall be levied to a maximum of 10% of the CMC Value.



(h) The Response time (RT) for undertaking Defect Identification (DI)/ Defect Rectification (DR) post receipt of complaint from BUYER does not include following components for downtime calculations: -

- (i) The time elapsed for obtaining Gate Pass / security clearance for access.
- (ii) The time elapsed due to power or environmental failures.
- (iii) Time taken to recover the system from failures due to power/ environment failures.
- (iv) Time taken for scheduled maintenance / trouble shooting either for preventive purposes or improvement in function of the system.
- (v) Time taken for reconfiguration or other planned downtime situations.

(j) **Exclusion from CMC.** The following are not covered under CMC services:-

- (i) Any unauthorized modification or operation.
- (ii) Defects resulting from water Ingress units/corroded units/ units with missing screws and bolts/unauthorized opening of units/altered modifications by operator.

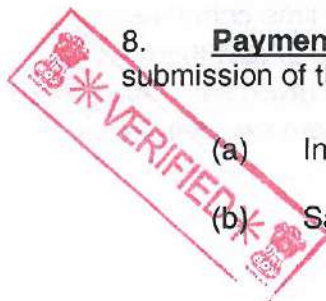
6. **Preventive Maintenance.** The preventive maintenance requirements as per approved maintenance schedules are to be met as follows: -

- (a) The Seller will carry out preventive maintenance atleast once in every Quarter (or as per defined maintenance schedule).
- (b) The Seller will conduct one Training Program on preventive maintenance (once every year), to impart knowledge regarding upkeep of the Hardware and Software.

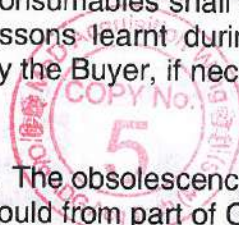
7. **Satisfactory Performance Certificate.** INS Satavahana where the GSCSS is envisaged to be fitted shall provide Satisfactory Performance Certificate on behalf of the Buyer on completion of services every year.

8. **Payment for CMC.** The payment for CMC would be made on yearly basis post submission of the following documents: -

- (a) Ink signed invoice by the Seller.
- (b) Satisfactory Performance Certificate signed by the Seller and the Buyer reps.



9. **Technical Documentation**. All necessary changes in the documentation (Technical and Operators manual) for changes carried out on hardware and software of the equipment will be provided by the Seller.
10. The maintenance routines and consumables shall be mutually reviewed every year post commissioning, to incorporate lessons learnt during operation. The periodicity of reviewing of spares could be reduced by the Buyer, if necessary, to harmonise the list with the lessons learnt.
11. **Obsolescence Management**. The obsolescence management for the equipment delivered under the scope of contract would form part of CMC Services. The obsolescence management will include providing "Form, Fit and Function" replacement of any system/sub system rendered obsolete during the period of CMC.
12. **Termination of the CMC**. The Buyer reserves its right to terminate the CMC at any time without assigning any reason after giving a notice of six months. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the CMC, if any payment is due to the Seller for maintenance services already performed in terms of the CMC, the same would be paid to it on pro rata basis.



**Annexure II to Appendix F**  
(Refers to Para 3 of Appendix F)

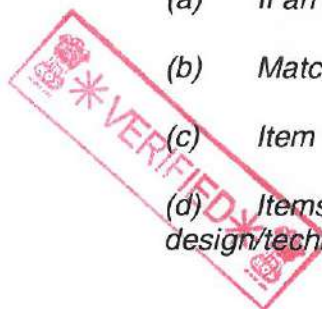
**MANUFACTURER'S RECOMMENDED LIST OF SPARES (MRLS)**

EQUIPMENT : \_\_\_\_\_  
Original Equipment Manufacturer(OEM) : \_\_\_\_\_

Ser No.	Manufacturer's Part No	Source of Supply	Nomenclature	Nos fitted in one equipment	Illustrated Spare Part List (ISPL) Reference	Unit cost	Recommended Quantity for 01 Equipment for 05 Years		Total Cost	Remarks
							Unit Repairs	Field Repair		
							Unit Repairs	Field Repair		
							Base Repair	Field Repair		
							Unit Repairs	Field Repair		
							Base Repair	Field Repair		
<b>Total Cost</b>										

Notes: -

1. Maintenance spares/stores like lubricants, sealing compound, gases should be given separately giving source of supply.
2. Spares for component repairs should be included under the column of Base Repair as suggested by OEM.
3. In 'Remarks' column following information (if applicable) be given:-
  - (a) If an item has a shelf/operational life it be marked as 'G' and life indicated
  - (b) Matching set of components be indicated.
  - (c) Item which can be locally manufactured should be marked 'LM'.
  - (d) Items which cannot be manufactured in India due to sophisticated design/technology may be marked as 'SI' special item.





- (e) If a component/assembly is common to other similar equipment offered by the OEM earlier these should be marked 'CM' and name of the equipment be indicated.
4. MRLS should be drawn out of the 'Part List' of the equipment, which should be separately given as part of Technical Manual Part IV.
  5. If the main equipment consists of other equipment then MRLS should be prepared for them under proper heads.
  6. MRLS be prepared as per the maintenance concept of the customer, **Appendix F** to this RFP.
  7. Items provided along with the equipment as spares should also be included in MRLS.
  8. Modules/ Shop Replaceable Unit (SRU)/ assemblies should be listed and their components should be included under them so as to relate each item of spare to their module / DRU / assembly.
  9. Complete MRLS should be costed separately for Field, Nodal and Base repairs as it is required to be included as part of 'Total Costed Engineering Support Package' (ESP). OEM may give cost details in confidence to Contract Negotiation Committee (CNC), but other details as above be provided during Maintainability Equipment Trial (MET).
  10. MRLS for test equipment should also be provided on the similar format.



**Annexure III to Appendix F**  
(Refers to Para 4 of Appendix F)

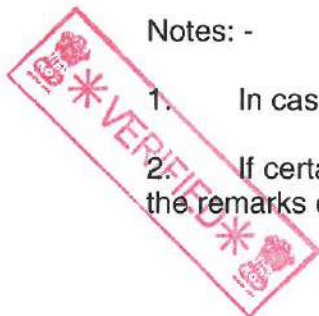
**TECHNICAL LITERATURE**

Equipment: \_\_\_\_\_  
Original Equipment Manufacturer (OEM): \_\_\_\_\_

Sr No	Technical Literature	Unit Cost	Qty	Total cost	Remarks
1.	User Handbook/operators Manual		02		
2.	Design Specifications		02		
	(The literature is to include component level details/circuit diagrams in order to allow IN to repair the GSCSS)				
3.	Technical Manual (a) <u>Part I.</u> Tech description, specifications, functioning of various Systems (b) <u>Part II.</u> Inspection/Maintenance tasks Repair procedures, materials used, fault diagnosis and use of Special Maintenance Tools (SMTs)/Special Test Equipment (STE)s. (c) <u>Part III.</u> Procedure assembly/disassembly, repair up to component level, safety precautions. (d) <u>Part IV.</u> Part list with drawing reference (e) Software tools and documents		02		
4.	Manufacturer's Recommended List of Spares (MRLS)		02		
5.	Illustrated Spare Part list (ISPL)		02		
6.	Technical Manual on STE with drawing reference.		02		
7.	CDs on all the above Tech literature (02 sets)		02 sets		
	Total Cost				

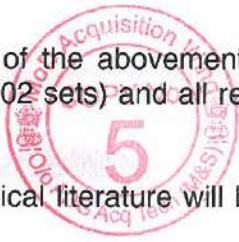
Notes: -

- In case any additional equipment is used their technical literature will be included.
- If certain technical literature is being provided free of cost it should be indicated in the remarks column.



3. The soft copy (02 sets) of all of the abovementioned literature and embedded software (02 sets), operating system (02 sets) and all related software (02 sets), should be provided as part of deliverables.

4. Delivery schedule for the technical literature will be as specified at **Para 9** of the RFP.



**Appendix G**

(Refers to Para 45 of RFP)

**COMMERCIAL CLAUSES****1. Payment Terms****1.1 INCOTERMS for Delivery**

1.1.1 The delivery of goods will be based on DDP INCOTERMS 2020 with ultimate consignee as 'The Commanding Officer, INS Satavahana, Visakhapatnam'.

1.2 **Currency of Payment.** Bidders should submit their bids in Indian Rupees.

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

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

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

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

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

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

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

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

1.4.1 **Advance Payment.** Fifteen (15) % of the Base Contract Price for GSCSS shall be paid within thirty (30) days of submission of claim and a Bank Guarantee, subject to correction and acceptability of the documents submitted. The prescribed

format of the Advance Payment Bank Guarantee (APBG) is placed at **Annexure II to Appendix G**. The Advance Payment Bank Guarantee (APBG) will be deemed to be proportionately and automatically reduced until full extinction along with and prorate to value of each delivery, as evidenced by corresponding copy of document proving delivery and invoices of goods/services supplied/provided. The date of delivery would be reckoned from the date of release of Advance Payment by the Buyer to the Seller (T<sub>0</sub>) provided the Seller submits the documents mandated by the DAP for release of advance by the Buyer within 45 days of signing of contract. In the event of the Seller not submitting the said documents within 45 days of signing of contract, the period between the 45<sup>th</sup> day and actual submission of documents will be excluded from the actual date of advance payment to arrive at the delivery date.

**1.4.2 On Final Acceptance and Installation/Commissioning** (where applicable).

(a) The 75% of the Contract Price of deliverables excluding the price for CMC shall be paid within thirty (30) days of submission of the Acceptance Certificate & Certified Receipt Voucher (CRV) issued by the Buyer and other relevant documents as mentioned below, but such payments will be subject to the deductions of such amounts as the Seller may be liable to pay under the agreed terms of the Contract. The concerned PCDA/CDA will release the payment through cheque/EFT:-

- (i) Original Invoice.
- (ii) Work Completion Certificate signed by the Commanding Officer, INS Satavahana.
- (iii) Acceptance Certificate & Certified Receipt Voucher (CRV)
- (iv) Proof of payment of applicable taxes.
- (v) Contractors Bills.
- (vi) Warranty Certificate from the vendors, for equipment supplied.

(b) **Completion of Warranty.** The remaining 10% of the Contract Price excluding the CMC price shall be paid on completion of warranty by PCDA/CDA through ETF on submission of following documents:-

- (i) Original Invoice.
- (ii) Warranty Completion Certificate by the Commanding Officer, INS Satavahana.
- (iii) Contractors Bills.

**1.4.3 CMC Payments.** Annually payments will be made by PCDA/CDA on submission of the following documents:-



- (a) Ink signed invoice by the Seller.
- (b) Satisfactory Performance/Completion Certificate signed by the Seller and the Buyer reps.

1.4.4 **Payment of Taxes and Duties.** Payment of taxes, duties and statutory levies will be made on submission of requisite documentary proof to Paying authority. Reimbursement of taxes and duties will be as per rates and amounts indicated in the commercial bid/contract or as per actuals whichever is lower.

1.4.5 **Exchange Rate Variation.** Exchange Rate variation shall be applicable for Rupee contracts with Indian Vendors, based on RFPs issued under all categories of capital acquisitions mentioned at Para 8 to 12 of Chapter I of DAP. The indigenous & import components as also the various currencies (of the import components) for ERV purposes, must be determined in advance. The guidelines on protection of Exchange Rate Variation are given at Annexure I to this Appendix G.

2. **Performance-cum-Warranty Guarantee Clause.** A Performance-cum-Warranty Bank Guarantee (PWBG) of **3%** of value of the Total Contract Price including taxes and duties excluding the price for CMC would be furnished by the Bidder in the form of a Bank Guarantee as Performance Bank guarantee till the delivery and as Warranty Bank Guarantee on delivery. The PWBG shall be submitted by the Bidder within one month of signing of contract and shall be valid for a period, until three months beyond the warranty period, as specified in the RFP. If at any stage, the Performance Guarantee is invoked by the Buyer either in full or in part, the Bidder shall make good the shortfall in PWBG within 30 days by an additional Bank Guarantee for equivalent amount. In the event of failure to submit the required Bank Guarantee against invoked Performance Guarantee, equivalent amount will be withheld from the next stage payment till the shortfall in the Bank Guarantee is made good by the Bidder. The prescribed format of the Performance-cum-Warranty Bank Guarantee is placed at **Annexure III to Appendix G.**

3. **Performance Bank Guarantee for CMC.** The SELLER will be required to furnish a Performance Guarantee by the way of a Bank Guarantee of a sum equal to 3% of the Annual Drawl of CMC value 30 days prior to commencement of CMC. Performance Bank Guarantee should be valid for one year and will be renewed every year till completion of CMC. In case, the annual CMC cost is different for the different years of CMC, average annual CMC cost will be considered for the purpose of determination of value of Performance Guarantee. Additionally, the last Performance Bank Guarantee shall be valid for a period of 90 days after completion of the CMC. The format of the Performance Bank Guarantee is to be as per **Annexure III to Appendix G.**

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



**Annexure I to Appendix G**  
(Refers to Para 1.4.5 of Appendix G)

**GUIDELINES OF PROTECTION OF EXCHANGE RATE VARIATION IN CONTRACTS**

1. Parameters to be kept in view while formulation ERV Clause.
- (a) In contracts with Indian Vendors in all categories of capital acquisitions where there is an import content, ERV clause will be provided. However, ERV clause shall not be applicable to contracts in following conditions:-
- (i) The delivery period is less than one year; or
  - (ii) The rate of exchange variation is within the band of +/- 2.5%.
- (b) ERV clause will be framed according to the specific requirements of the contract. While calling for information at the RFP stage/formulation of ERV clauses in the contracts, the following factors are to be taken into consideration depending upon the requirements of the individual contracts:-
- (i) Year wise and major currency wise import break up is to be indicated.
  - (ii) Detailed time schedule for procurement of imported material/Services and their value at the FE rates adopted for the contract is to be furnished by the vendor as per the format given below:-

YEAR	TOTAL COST OF IMPORTED MATERIAL/SERVICES (In rupees)	FE CONTENT-OUT FLOW (equivalent in rupees ₹ in crore)			
		DOLLAR DENOMINATED	EURO DENOMINATED	POUNDS DENOMINATED	OTHER CURRENCIES DENOMINATED (as applicable)

(iii) ERV clause will not be applicable in case delivery periods for imported content are subsequently to be refixed/extended unless the reasons for delivery period extension are attributable to the buyer.

(iv) For purposes of ensuring uniformity, the Base Exchange Rate on the ERV reckoning date will be adopted for each of the major foreign currencies. The Base Exchange Rate will be the BC Selling Rate of the Parliament Street Branch of State Bank of India, New Delhi. The ERV reckoning date will be the



last date of submission of commercial bids as per RFP. In cases where Option Clause is exercised, the date of reckoning of ERV will be the last date of submission of bids for the RFP of the Original Procurement Case.

(v) ERV clause in the contract is to clearly indicate that ERV is payable/refundable depending upon exchange rate as prevalent on the date of transaction with reference to Base Exchange Rate on the ERV reckoning date.

(vi) Other issues which are peculiar to the contract.

## 2. Methodology For Claiming ERV

"The prices finalised in the contract are based on the base exchange rates indicated in the contract. The year-wise amount of foreign exchange component of the imported items as indicated in the contract shall be adjusted for the impact of exchange Rate Variation of the Rupee based on the exchange rate prevailing on the date of each transaction, as notified by the SBI, Parliament Street Branch, New Delhi. The impact of notified Exchange Rate Variation shall be computed on an yearly basis for the outflow as tabulated in Annexure..... (The table at Para 1(b) (ii) is to be an Annexure to the contract) and shall be paid/refunded before the end of the financial year based on the certification of Finance Head of the concerned Division.....".

3. Paying authority is to undertake a pre-audit of the documents before payment.
4. Documentation for Claiming ERV. The following documents would need to be submitted in support of the claim on account of ERV:-
  - (a) A bill of ERV claim enclosing worksheet.
  - (b) Banker's Certificate/debit advice detailing Foreign Exchange paid and Exchange rate as on date of transaction.
  - (c) Copies of import orders placed on the suppliers.
  - (d) Invoice of supplier for the relevant import orders.



**Annexure II to Appendix G**  
(Refers to Para 1.4.1 of Appendix G)

**BANK GUARANTEE FORMAT FOR ADVANCE**

To

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

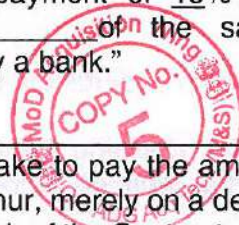
1. "Whereas President of India represented by the \_\_\_\_\_ Ministry of Government of India (hereinafter referred to as BUYER) have entered into a Contract No. \_\_\_\_\_ Dated \_\_\_ with M/s (Name of SELLER) (referred to as SELLER) and whereas according to the said Contract the BUYER has undertaken to make an advance payment of Rs/US\$/Euro/PS £/Yen/AUD/SGD \_\_\_\_\_ being payment of 15% of the total value of Rs/US\$/Euro/PS£/Yen/AUD/SGD \_\_\_\_\_ of the said Contract, against issuance of an advance guarantee by a bank."

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

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

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

5. We, further agree with the BUYER that the BUYER shall have the fullest



liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said SELLER from time to time or to postpone for any time or from time to time any of the powers exercisable by the BUYER against the said SELLER and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, Amendment issued vide MoD ID No. 4(50)/D(Acq)/08 dated 20.06.2016 or extension being granted to the said SELLER or for any forbearance, act or omission on the part of the BUYER or indulgence by the BUYER to the said SELLER or by any such matter or thing whatsoever which under law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

9. Notwithstanding anything contained herein above:

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

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

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

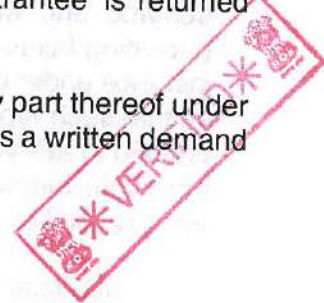
Dated the \_\_\_ day of \_\_\_\_\_ (month and year)

Place :

Signed and delivered by \_\_\_\_\_ (Name of the bank)

Through its authorised signatory

(Signature with seal)



**Annexure III to Appendix G**  
(Refers to Para 2 of Appendix G)

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

To

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

Dear Sir,

1. Whereas President of India represented by the \_\_\_\_\_ Ministry  
of \_\_\_\_\_

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

2. We, the \_\_\_\_\_ bank hereby expressly, irrevocably and unreservedly undertake the guarantee as principal obligors on behalf the SELLER that, in the event that the BUYER declares to us that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the BUYER by reason of breach/failure to perform by the said SELLER of any of the terms and conditions in the Contract related to Performance and Warranty clauses, we will pay you, on demand and without demur, all and any sum up to {3% of Total Contract Price (including taxes and duties)} \_\_\_\_\_ Rupees/US \$/Euro/PS £/Yen/AUD/SGD only at any instance under this Guarantee. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract. We shall not be entitled to ask you to establish your claim or claims under this guarantee but will pay the same forthwith without any protest or demur. We undertake to effect payment upon receipt of such written demand.

3. We shall not be discharged or released from the undertaking and guarantee by any arrangements, variations made between you and the SELLER, indulgence to the SELLER by you, or by any alterations in the obligations of the SELLER or by any forbearance whether as to payment, time performance or otherwise.

4. We further agree that any such demand made by the BUYER on the Bank shall be conclusive, binding, absolute and unequivocal notwithstanding any difference or dispute or controversy that may exist or arise between you and the SELLER or any other person.



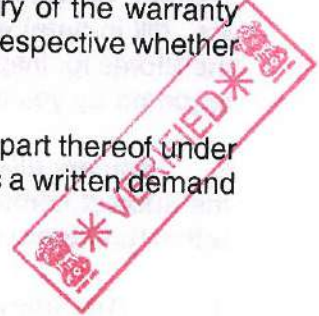
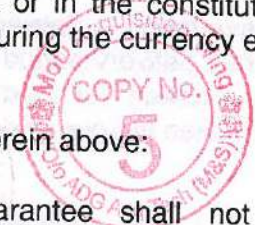
5. In no case shall the amount of this guarantee be increased.
6. This Performance-cum-Warranty guarantee shall remain valid for a period until three months beyond the warranty period as specified in the Contract. i.e up to \_\_\_\_\_
7. Subject to the terms of this Bank Guarantee, the issuing bank hereby irrevocably authorizes the beneficiary to draw the amount of up to Rs/ US \$/Euro/PS £/Yen/AUD/SGD \_\_\_\_ {3% of Total Contract Price (including taxes and duties)} for breach/failure to perform by the SELLER of any of the terms and conditions of the Contract related to performance and warranty clause. Partial drawings and multiple drawings under this Bank Guarantee are allowed within the above stated cumulative amount subject to each such drawing not exceeding 5% of the Total Contract Price (including taxes and duties) (Rs/ US\$/Euro/PS £/Yen/AUD/SGD\_only) (Mention BG amount).
8. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of M/s \_\_\_\_\_. We undertake not to revoke this guarantee during the currency except with previous consent of BUYER in writing.
9. Notwithstanding anything contained herein above:
- (a) Our liability under this Guarantee shall not exceed Rs/ US /\$/Euro/PS£/Yen/AUD/SGD \_\_\_\_\_ (Rupees\_\_ only (in words).
- (b) This Bank Guarantee shall remain valid until 3 months from the date of expiry of warranty period of the Contract, i.e up to \_\_\_\_\_ (mention the date) which is 3 months after expiry of the warranty period and the BG shall cease to be valid after \_\_\_\_\_ irrespective whether the Original Guarantee is returned to us or not.
- (c) We are liable to pay guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written demand or a claim in writing on or before \_\_\_\_\_ (Expiry Date).

Dated the \_\_\_\_\_ day of \_\_\_\_\_ (month and year)

Place :

Signed and delivered by \_\_\_\_\_ (name of the bank)

Through its authorised signatory  
(Signature with seal)



**Annexure IV to Appendix G**  
(Refers to Para 6 of Appendix G)

**FORMAT FOR EXTENSION OF DELIVERY PERIOD/PERFORMANCE NOTICE**

Name of the Procuring Entity.....

Extension of Delivery Period/Performance Notice

To

M/s (name and address of firm)

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

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

Dear Sir,

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

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

3. You are also required to extend the validity period of the performance guarantee for the subject contract from (fill in present validity date) to (fill in required extended date) within 15 (fifteen) days of issue of this amendment letter.

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

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

(b) That notwithstanding any stipulation in the contract for increase in price on any other ground including foreign exchange rate variation, no such increase which takes place after (insert the reckoning date as per DPP 2016) shall be admissible on such of the said Stores as are delivered after the said date.



(c) But nevertheless, the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, GST or on account of any other Tax or duty or on any other ground as stipulated in the price variation clause or foreign exchange rate variation which takes place after (insert the original delivery date).

5. All other terms and conditions of the contract remain unaltered. This is without any prejudice to Buyer's rights under the terms and conditions of the subject contract.

6. Please intimate your unconditional acceptance of this amendment letter within 10 (ten) days of the issue of this letter failing which the contract will be cancelled at your risk and expense without any further reference to you.

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

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

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

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

**Annexure V to Appendix G**  
(Refers to Para 1.4 of Appendix G)

**DELIVERY SCHEDULE AND STAGES OF PAYMENT**

SI	Activity	Delivery Timelines (To + Months)	Scheme for Payment	Scheme for submission and Return of Advance Payment Bank Guarantees	Remarks
1	Signing of contract				
2	Advance Payment	T <sub>0</sub>	15% of the base contract price	APBG of equivalent amount to be submitted	
3	JRI and Delivery of all equipment/ system/ associated spares/ documentation & Training Aids and completion of Installation, Acceptance Trials and Commissioning of GSCSS.	Within T <sub>0</sub> + 24 M	75% of the base contract price	As per Para 1.4.2 of Appendix 'G' of the RFP	
4	Completion of Warranty	24 Months from date of Completion of Acceptance Trials.	10% of the base contract price		

**Notes:** T<sub>0</sub> as per para 1.4.1 of 'Appendix G'



**Appendix H**

(Refers to Para 45 of RFP)

**EVALUATION CRITERIA AND PRICE BID FORMAT****1. Evaluation Criteria.** The guidelines for evaluation of Bids will be as follows:-

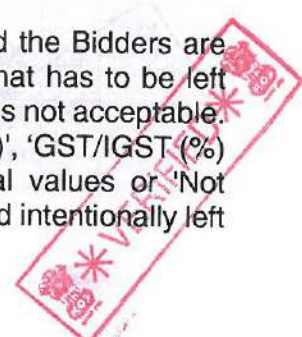
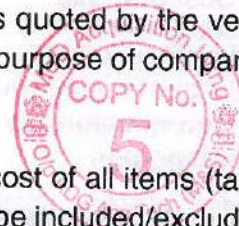
1.1. Only those Bids will be evaluated, which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially. The bidder, whose price is arrived as lowest as per Evaluation criteria given in this Appendix, will be declared as L-1 bidder by Buyer.

1.2. All costs, taxes (including GST) and duties quoted by the vendor at Serials A to K of Para 2 below would be considered for purpose of comparison of various bids.

1.3. DCF technique will be applied on quoted cost of all items (taxes and duties payable to Central/State/Local Governments to be included/excluded as per Para 1.2 above, as applicable) to ascertain the NPV which would be used for determining L1 bidder, but with exclusion of BNE items sourced from common single source in accordance with Para 109 of Chapter II of DAP-20. The scope of BNE cost shall include the basic cost of the Main Equipment and OEM Training, Training Aggregates, Documentation, SMT/STE, Freight and OBS as applicable/as indicated in the RFP, which are exclusively sourced from the nominated vendor (OEM). No other cost including the cost of items sourced directly from third parties and the cost of activities jointly undertaken by the Bidder/Bidder's sub vendor and the nominated vendor (OEM) or any third parties are to be included in the BNE cost. BNE rate would also be separately negotiated. However, payment will be made after adding the actual cost of BNE, at the time of purchase from OFB/DPSU/Private vendor, to the L1 cost determined as mentioned above.

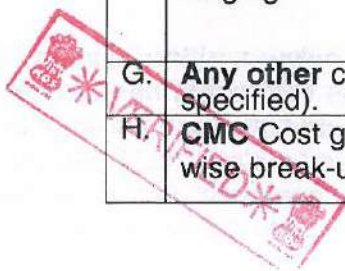
1.4. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected based on indicative rates of taxes and duties at columns (vi) and (vii) of Para 2 below. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

2. **Price Bid Format.** The Price Bid Format is given below and the Bidders are required to fill this correctly with full details. No column of the Bid format has to be left blank. The clubbing of serials/sub serials to indicate a consolidated cost is not acceptable. Columns of 'quantity', 'unit cost', 'total cost (including all taxes and duties)', 'GST/IGST (%) and Custom Duty (%) are to be filled up with '0', positive numerical values or 'Not Applicable' at every row as applicable. If any column is not applicable and intentionally left



blank, the reason for the same has to be clearly indicated in the remarks column.

Serial	Items	Qty	Unit Cost	Total Cost (iii) x (iv)	Indicative Rate of Taxes & Duties used to arrive at Total Cost (as applicable)		Total Cost (including all taxes & duties) (v) + (vi) + (vii)	Remarks
					GST/IGST (%) (vi)	Custom Duty (%) (vii)		
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)
A.	Cost of <b>Basic Equipment</b> . Full break-up details.							
B.	Cost of <b>Installation/Commissioning/Integration</b>							
C.	Cost of <b>Manufacturer's Recommended List of Spares</b> as per the format given at Annexure II to Appendix F.							
D.	Cost of <b>Operator's Manual and Technical Literature</b> (in English Language) including Illustrated Spare Parts List as per Annexure III to Appendix F.							
E.	Cost of <b>Training Aids</b> such as-charts etc as recommended by the supplier							
F.	Cost of recommended period of <b>Training</b> excluding the cost of travel and boarding and lodging.							
G.	<b>Any other</b> cost (to be specified).							
H.	<b>CMC</b> Cost giving year-wise break-up							



J.	<b>Total Cost</b> (Total of Serial A to H)								# This will be used in determining L1 vendor (duly applying provisions of Para 1 above)
K	<b>Foreign Exchange component</b> of the proposal. (for Indian Vendors only)								This will be with reference to Para 1.2 of Appendix G.

**Note: Taxes and Duties.** All Indirect Taxes and Duties will be paid at actuals or as indicated in the Commercial bid by the Bidder. In case of any change in the tax structure/rates by BUYER's Government, only incremental/decremented change will be paid.

### 3. Evaluation of Bids by DCF Technique

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

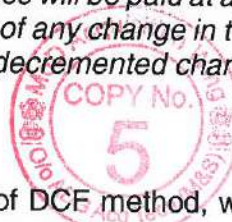
$$NPV_n = \sum_{t=1}^n \frac{At}{(1+r)^t}$$

Where,

NPV = Net Present Value

At = Expected cash flow occurring at the end of year 't' as mentioned in the Payment schedule of Bid

n = Duration of cash flow stream



$r$  = Discounting Rate

$t$  = The period after which payment is done

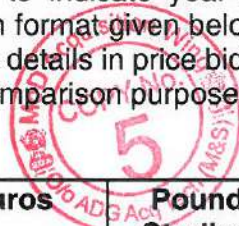
The bid with the lowest NPV would be selected.

3.2. The Discounting rate will be 8%. (Note-This will be the Government of India's lending rate on loans given to state governments, as notified by Budget Division of Ministry of Finance annually)

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

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

Year	Dollars	Euros	Pound Sterling	Rupees	Total Cash-flow



**Appendix J**

(Refers to Para 48 of RFP)

**STANDARD CONDITIONS OF RFP****LAW**

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

**ARBITRATION**

(For Indian Private Vendors)

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

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

2.3 Within sixty (60) days of the receipt of the said Notice, one arbitrator shall be nominated in writing by SELLER and one arbitrator shall be nominated by BUYER.

2.4 The third arbitrator, shall be nominated by the parties within ninety (90) days of the receipt of the notice mentioned above, failing which the third arbitrator may be nominated under the provision of Indian Arbitration and Conciliation Act, 1996 (as amended from time to time) or by dispute resolution institutions like Indian Council of Arbitration or ICADR, at the request of either party, but the said nomination would be after consultation with both the parties. The arbitrator nominated under this Clause shall not be regarded nor act as an umpire.

2.5 The Arbitration Tribunal shall have its seat in New Delhi or such other place in India as may be decided by the arbitrator.

2.6 The Arbitration Proceedings shall be conducted in India under the Indian Arbitration and Conciliation Act, 1996 (as amended from time to time) and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.

2.7 The decision of the majority of the arbitrators shall be final and binding on the parties to this contract.

2.8 Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses of the third arbitrator shall be shared equally by the SELLER and the BUYER.



2.9 In the event of a vacancy caused in the office of the arbitrators, the party which nominated such arbitrator, shall be entitled to nominate another in his place and the arbitration proceedings shall continue from the stage they were left by the retiring arbitrator.

2.10 In the event of one of the parties failing to nominate its arbitrator within sixty (60) days as above or if any of the parties does not nominate another arbitrator within sixty (60) days of the place of arbitrator falling vacant, then the other party shall be entitled after due notice of at least thirty (30) days to request dispute resolution institutions in India like Indian Council of Arbitration and ICADR to nominate another arbitrator as above.

2.11 If the place of the third arbitrator falls vacant, his substitute shall be nominated according to the provisions herein above stipulated.

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

### **ARBITRATION** (For Defence PSUs)

3. In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the Arbitrator(s) appointed by Defence Secretary. The award of the Arbitrator(s) shall be binding upon the parties to the dispute.

### **FORCE MAJEURE**

3.1 Should any force majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within (45 days) of its occurrence informs in a written form the other party.

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

3.3 Provided the acts of The Government or any state parties of the seller which may affect the discharge of the Seller's obligation under the contract shall not be treated as Force Majeure.

### **PENALTY FOR USE OF UNDUE INFLUENCE**

4.1 The Seller undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or for borne to do any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the

Government. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offence by the seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller.

4.2 Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

### INTEGRITY PACT

5.1 Further signing of an 'Integrity Pact' would be considered between government department and the bidder for schemes exceeding ₹ 20 Crores. The Integrity Pact is a binding agreement between the agency and bidders for specific contracts in which the agency promises that it will not accept bribes during the procurement process and bidders promise that they will not offer bribes. Under the IP, the bidders for specific services or contracts agree with the procurement agency or office to carry out the procurement in a specified manner. The essential elements of the IP are as follows:-

- (a) A pact (contract) between the Government of India (Ministry of Defence) (the authority or the "principal") and those companies submitting a tender for this specific activity (the "bidders");
- (b) An undertaking by the principal that its officials will not demand or accept any bribes, gifts, etc., with appropriate disciplinary or criminal sanctions in case of violation;
- (c) A statement by each bidder that it has not paid and will not pay, any bribes;
- (d) An undertaking by each bidder that he shall not pay any amount as gift, reward, fees, commission or consideration to such person, party, firm or institution (including Agents and other as well as family members, etc., of officials), directly or indirectly, in connection with the contract in question. All payments made to the Agent 12 months prior to tender submission would be disclosed at the time of tender submission and thereafter an annual report of payments would be submitted during the procurement process or upon demand of the MoD.
- (e) The explicit acceptance by each bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning bidder until the contract has been fully executed;



- (f) Undertakings on behalf of a bidding company will be made "in the name and on behalf of the company's chief executive officer";
- (g) The following set of sanctions shall be enforced for any violation by a bidder of its commitments or undertakings:
- (i) Denial or loss of contract;
  - (ii) Forfeiture of the EMD (pre-contract) and Guarantee for Performance-cum-Warranty Bond (after signing of contract);
  - (iii) Payment to the Buyer of any such amount paid as gift, reward, fees or consideration along with interest at the rate of 2% per annum above LIBOR rate.
  - (iv) Refund of all sums already paid by the Buyer along with interest at the rate of 2% per annum above LIBOR rate.
  - (v) Recovery of such amount, referred to in (iii) and (iv) above, from other contracts of the Seller with the Government of India.
  - (vi) At the discretion of the Buyer, the Seller shall be liable for action as per extant policy on Putting on Hold, Suspension and Debarment of Entities.
- (h) Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.
- (j) The draft Pre-Contract Integrity Pact is attached as **Annexure I to this Appendix**. The vendors are required to sign them and submit separately along with the technical and commercial offers.

5.2 In respect of bids from DPSUs, the concerned DPSU shall enter in to a Pre-Contract Integrity Pact, on the same lines with their sub-vendors individually, in case the estimated value of each sub-contract(s) exceeds ₹ 20 Crore and such subcontract(s) are required to be entered in to by the DPSU with a view to enable DPSU to discharge the obligations arising out of their bid in question in response to this RFP.

### AGENTS

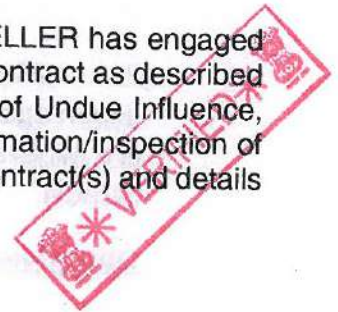
6. The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores referred to in this contract. The Seller confirms that he has not engaged any person, party, firm or institution as an Agent including his Agents already intimated to MoD; to, influence, manipulate or in any way to recommend to any functionaries of the Government of India, whether officially or unofficially, to the award of the contract to the Seller, or to indulge in corrupt and unethical practices. The Seller has neither paid, promised nor has the intention to pay to any person, party, firm or institution in respect of any such intervention or manipulation. The Seller agrees that if it is established at any time to the satisfaction of the buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that Seller has engaged any such



person, party, firm or institution and paid, promised or has intention to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable for any or all of the following actions:-

- (a) To pay to the Buyer any such amount paid as gift, reward, fees or consideration along with interest at the rate of 2% per annum above LIBOR rate.
- (b) The Buyer will also have a right to put on hold or cancel the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate
- (c) The Buyer will also have the right to recover any such amount referred in (a) and (b) above from other contracts of the Seller with the Government of India.
- (d) At the discretion of the Buyer, the Seller shall be liable for action as per extant policy on Putting on Hold, Suspension and Debarment of Entities

7. In case it is found to the satisfaction of the BUYER that the SELLER has engaged an Agent, or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents and clauses relating to Penalty for Use of Undue Influence, the SELLER, on demand of the BUYER shall provide necessary information/inspection of the relevant financial documents/ information, including a copy of the contract(s) and details of payment terms between the vendors and Agents engaged by him.



**Annexure I to Appendix J**  
(Refers to Para 20 of RFP)

**PRE-CONTRACT INTEGRITY PACT**

**General**

1. Whereas the PRESIDENT OF INDIA, represented by Joint Secretary & Acquisition Manager (Maritime Systems), Ministry of Defence, Government of India, hereinafter referred to as the Buyer and the first party, proposes to procure for One Generic Submarine Combat System Simulator hereinafter referred to as Defence Stores, and M/s \_\_\_\_\_, represented by \_\_\_\_\_, Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Seller and the second party, is willing to offer/has offered the stores.

2. Whereas the Bidder is a private company/public company/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Ministry of the Government of India performing its functions on behalf of the President of India.

**Objectives**

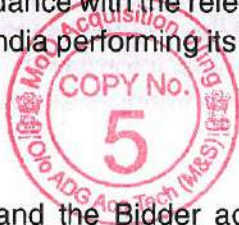
3. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent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

3.1 Enabling the Buyer to obtain the desired defence stores at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

**Commitments of the Buyer**

4. The Buyer Commits itself to the following: -



4.1 The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

4.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

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

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

#### **Commitments of Bidders**

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any precontract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following: -

6.1 The Bidder will not 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, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

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

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

6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

6.6 The bidder would not enter into conditional contract with any Agents, brokers or any other intermediaries wherein payment is made or penalty is levied, directly or indirectly, on success or failure of the award of the contract. The bidder while presenting the bid, shall disclose any payments he has made during the 12 months prior to tender submission or is committed to or intends to make to officials of the buyer or their family members, Agents, brokers or any other intermediaries in connection with the contract and the details of such services agreed upon for such payments. Within the validity of PCIP, bidder shall disclose to MoD any payments made or has the intention to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution as an annual report during the procurement process.

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

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

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

7. **Previous Transgression**

7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in

any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India.

7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

8. In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance cum Warranty Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

9. The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance cum Warranty Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

10. No interest shall be payable by the Buyer to the Bidder on IPBG for the period of its currency.

11. **Company Code of Conduct**

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

12. **Sanctions for Violation**

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

(a) 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.

(b) The IPBG / Performance cum Warranty Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.

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

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

(e) To encash the advance bank guarantee and performance cum warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.

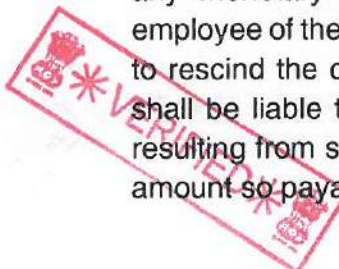
(f) To cancel all or any other Contracts with the Bidder.

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

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

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

(k) 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.



(l) 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.

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

13. **Fall Clause**

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

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

14. **Independent Monitors**

14.1 The Buyer has appointed Independent Monitors for this Pact in consultation with the Central Vigilance Commission. The names and addresses of nominated Independent Monitors (at the time of issue of RFP) are as follows (however the vendor must refer to the MoD website at [www.mod.nic.in](http://www.mod.nic.in) to check for changes to these details): - *(names & addresses of Independent Monitors holding office on date of issue of RFP to be included)*

- (a) Shri Ravikant, IAS (Retd)  
Apartment No. 502  
Tower 1, M3M Merlin, Sector 67,  
Gurugram, Haryana - 122001
- (b) Shri Prabhat Kumar IAS (Retd)  
C-120, Sector 39, Noida, Gautam Buddh Nagar  
UP - 201301
- (c) Shri Cheri Ram IRS(Retd)  
Flat No. A-203, Building Gemini, Galdys Alwares Marg  
Hiranandani, Meadows Off Pokharan Road No.2  
Thane (W), Mumbai - 400610



14.1A All communications to Independent Monitors will be copied to Director (Vigilance). The Designation and Contact details of Director (Vigilance) are as follows:-

Shri Rajiv Verma  
Director (Vigilance)  
Block - A  
GPO Complex, INA  
Rajaji Marg  
New Delhi 110023

14.2 After the Integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the Independent Monitors, if required by them.

14.3 The bidder(s), if they deem it necessary, may furnish any information as relevant to their bid to the Independent Monitors.

14.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent Monitors for their comments/enquiry.

14.5 If the Independent Monitors need to peruse the relevant records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the Independent Monitors.

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

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

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

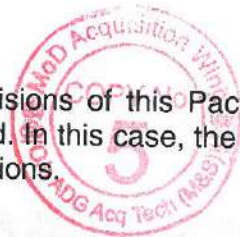
17. **Other Legal Actions.** The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

18. **Validity**

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



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



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

BUYER  
CMDE(SMAQ),  
MINISTRY OF DEFENCE,  
GOVERNMENT OF INDIA

BIDDER  
CHIEF EXECUTIVE OFFICER



Witness

Witness

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

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

**Appendix K**

(Refers to Para 49 of RFP)

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

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

Ser No.	Reference	Document Description
1	Para 5 of RFP	Declaration by Bidder : Debarment of vendors
2	Para 17 of RFP	Declaration by Bidder: Government Regulation
3	Para 18 of RFP	Declaration by Bidder: Obligations Relevant to Transfer of Conventional Arms
4	Para 19 of RFP	Declaration by Bidder : Patent Rights
5	Para 21 of RFP	Declaration by Bidder : Fall Clause
6	Para 28 of RFP	Technical document covering performance parameters
7	Appendix B	Compliance Table
8	Appendix C	Warranty Clause
9	Appendix E	Certificate: Malicious Code
10	Annexure II to Appendix F	Manufacturer's Recommended List of Spares (MRLS)
11	Annexure III to Appendix F	Technical Literature
12	Appendix H	Price Bid
13	Annexure I to Appendix J	Pre-Contract Integrity Pact

