

DEVELOPMENT OF ASSEMBLY TEST CHASSIS AND ITS RELATED SUB - SYSTEMS

Bid / RFP Reference No: CVRDE/MMG/OT/22ATT033/2021-22

Part I – General Information and Instructions

1. **Pre- bid Conference:** A pre-bid meeting will be held in working hrs from **31/Aug/2021 to 04/Sep/2021** at **CVRDE, AVADI** through Video Conference (*venue*) to answer any queries or to clarify doubts on technical points and commercial points if any. Bidders or their authorized representatives (duly authorized in writing) are invited to attend. This event will not be postponed due to non-presence of your representative. **(Please refer NIT for Date and Time).**

Note: Attending pre-bid meeting is mandatory to understand the complete technical details. Only those vendors who are attending pre -bid meeting will be eligible to quote against this RFP. Please also refer notes under Part IV of this RFP.

Contact person for pre-bid video conference: Dr. N Babu, Scientist 'E'
044-26364039
babu.n@cvrde.drdo.in

Place of Opening of the Bids: CVRDE, Avadi, Chennai – 600 054.

2. The Bidders may depute their representatives, duly authorized in writing, to attend the Technical bid opening on the due date and time. Such authorized representatives should also carry their acknowledgement (generated through e-procurement module) as a proof for their online bid submission. Technical bid opening date will not be postponed due to non-presence of your representative.
3. **Technical Bid:** Along with the Technical bid, the following **applicable** documents are to be furnished by the bidder:-
 - i. Scanned Copy of documents like EMD / Proof of registration with DRDO/ MOD/ DGS & D / NSIC etc., and ECS details
 - ii. Signed and scanned copy of Tender Acceptance Letter, Price bid undertaking.
 - iii. Scanned Copy of Proforma for End User Certificate for Export License.
 - iv. Scanned copy of Technical Literature / Catalogue & Brochures
 - v. Scanned copy of PAN details / GST registration certificate.
 - vi. Any other scanned copy or hard copy of documents as mentioned in the RFP / Appendix-A.
4. **Clarification Regarding Contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarifications by the purchaser will be sent to all prospective bidders who have received the bidding documents from the lab and would be posted on the website in case of advertised tender enquiry.
5. ~~Indian firms need to quote only in Indian Rupees. An Indian firm can quote in FE on behalf of their OEM only if they are either a 100% subsidiary of the OEM or an Indian Agent of the foreign OEM in accordance with their agency agreement. The firms claiming to be:~~
 - ~~a) A 100% subsidiary would be required to produce documentary evidence in support of their claim along with their Techno-Commercial bid failing which their bid would be disqualified.~~
 - ~~b) An agent of foreign OEM, for submitting the offer on behalf of OEM, would be required to produce a copy of their agency agreement with their principals and a copy of registration/enlistment with DRDO/Ministry of Defence/ DGS&D as an Indian agent, if registered/enlisted, along with their Techno-Commercial bid, failing which their bid would be disqualified. It would be mandatory for an Indian agent to get registered/ enlisted with DRDO/ Ministry of Defence/ DGS&D as an Indian agent of OEM prior to evaluation of their Price bid, failing which their bid also would be disqualified.~~

6. **Validity of Bids:** The Bids should remain valid for **180** days from the last date of submission of the Bids.
7. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his Bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax, however, it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the specified period of bid validity. **As per the provisions given in the e-procurement module, the modifications and withdrawal of bids may be followed.**
8. **Earnest Money Deposit:** Bidders are required to submit a Bid Security Declaration in the enclosed format. The Bid will be considered invalid if Bid Security Declaration is not submitted.
- 9 **Clarification Regarding Contents of the Bids:** During evaluation of bids, the Buyer may, at his discretion, ask the bidder for clarification on his Bid. The request for clarification will be given in writing. No clarification on the initiative of the bidder will be entertained after opening of bid.
10. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected. Non-compliance of applicable General Information will disqualify your Bid.
11. **Unwillingness to Quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the bid, failing which the defaulting bidder may be de-registered for the range of items in this RFP, as per the policy in vogue.
12. Bidders must submit Quotation pertaining to themselves only except in cases covered under Para 11 above.
13. Bids of debarred / blacklisted firms will not be considered for evaluation.

Part II – Standard Terms and Conditions

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

1. **Effective Date of the Contract** : : In case of placement of a supply order, one month from the date of supply order would be deemed as effective date (or) as agreed by both the parties. This one month includes intimation about the readiness of the order along with a copy of the order to the successful bidder, submission of Performance cum Warranty Bond and order acceptance letter by the successful bidder. In case a contract is to be signed by both the parties, the Contract shall come into effect on the date of signatures of both the parties on the Contract (Effective Date) or as agreed by both the parties. The deliveries and supplies and performance of the services shall commence from the effective date of the Contract
2. **Law**: The Contract shall be considered and made in accordance with the laws of the Republic of India and shall be governed by and interpreted in accordance with the laws of the Republic of India.
3. **Arbitration**: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to product or performance, which cannot be settled amicably, shall be resolved by arbitration in accordance with the following applicable provision:
 - a) For Central and State PSEs: The case of arbitration shall be referred to the Department of Public Enterprises for the appointment of sole arbitrator by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause.
 - b) For Defence PSUs: The case of arbitration shall be referred to the Secretary Defence (R&D) for the appointment of arbitrator(s) and proceedings.
 - c) For other Firms: Any dispute, disagreement or question arising out of or relating to the Contract or relating to product or performance, which cannot be settled amicably, shall be resolved by arbitration in accordance with either of the following provisions:

“The case of arbitration may be referred to respective CFA or a person appointed by him who will be sole arbitrator and the proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996.”

Or

“The case of arbitration may be referred to International Centre for Alternative Dispute Resolution (ICADR) for the appointment of arbitrator and proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996.”

Or

“The case of arbitration may be conducted in accordance with the rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules in India. However, the arbitration proceedings shall be conducted in India under Indian Arbitration and Conciliation Act, 1996.”

4. **Penalty for Use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract or any other contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/ employee of the Buyer or to any other person in a position to influence any officer/ employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission:**

The Seller confirms and declares to the Buyer that the Seller has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above (i) Prime Lending Rate of State Bank of India for Indian bidders, and (ii) London Inter Bank Offered Rate (LIBOR) for the foreign bidders. The applicable rates on the date of opening of bid shall be considered for this. The Buyer will also have the right to recover any such amount from any contracts in vogue with the Government of India.

Or

The Seller confirms and declares in the Techno-Commercial bid that they have engaged an agent, individual or firm, for performing certain services on their behalf. The Seller is required to disclose full details of any such person, party, firm or institution engaged by them for marketing of their equipment in India, either on a country specific basis or as a part of a global or regional arrangement. These details should include the scope of work and responsibilities that have been entrusted with the said party in India. If there is non-involvement of any such party then the same also be communicated in the offers specifically. The information is to be submitted as per the format at DRDO.SA.01. Without prejudice to the obligations of the vendor as contained in various parts of this document, appointment of an Agent by vendors will be subjected to the following conditions:

- a) Details of all Agents will be disclosed at the time of submission of offers and within two weeks of engagement of an Agent at any subsequent stage of procurement.
- b) The Seller is required to disclose termination of the agreement with the Agent, within two weeks of the agreement having been terminated.
- c) Buyer /MoD reserves the right to inform the Seller at any stage that the Agent so engaged is not acceptable whereupon it would be incumbent on the Seller either to interact with Buyer / MoD directly or engage another Agent. The decision of Buyer / MoD on rejection of the Agent shall be final and be effective immediately.
- d) 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 Buyer / MoD.
- e) The Agent will not be engaged to manipulate or in any way to recommend to any functionaries of the Govt of India, whether officially or unofficially, the award of the contract to the Seller or to indulge in corrupt and unethical practices.
- f) The contract with the Agent will not be a conditional contract wherein payment made or penalty levied is based, directly or indirectly, on success or failure of the award of the contract.
- g) On demand, the Seller 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 Seller and the Agent engaged by him.
- h) If the equipment being offered by the Seller has been supplied /contracted with any organization, public/ private in India, the details of the same may be furnished in the technical as well as commercial offers. The Sellers 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 Seller 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.

Following details are also to be submitted in the Techno-Commercial bid:

- i) Name of the Agent
 - ii) Agency Agreement between the Seller and the agent giving details of their contractual obligation
 - iii) PAN Number, name and address of bankers in India and abroad in respect of Indian agent
 - iv) The nature and scope of services to be rendered by the agent and
 - v) Percentage of agency commission payable to the agent
6. **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Bidder/Seller has violated the provisions of use of undue influence and / or employment of agent to obtain the Contract, the Bidder/Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information/Books of Accounts.

7. **Non-disclosure of Contract Documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the Contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
8. **Handling of Classified Information by Indian Licensed Defence Industry:** Any classified document/ information/ equipment being shared with Indian Licensed Defence Industries will be protected/ handled to prevent unauthorized access as per provisions of Chapter 5 of Security Manual for Indian Licensed Defence Industries issued by MoD (Department of Defence Production).
9. **Withholding of Payment:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in the Contract, the Buyer may, at his discretion, withhold any payment until the completion of the Contract.
10. **Liquidated Damages:**

“The Buyer may deduct from the Seller, liquidated damages / penalty at the rate of 0.25% per week or part thereof, of the basic cost of the delayed stores, which the Seller has failed to deliver/ carry out within the period, as agreed, in the contract. LD can also be levied on the Seller on the basic cost of the stores supplied done partially within the scope of the order/ contract that could not be put to use due to late delivery / execution of the remaining stores. The maximum quantum of LD would be 10% of the total cost of contract value (excluding taxes & duties).”
11. **Termination of Contract:** The Buyer shall have the right to terminate the Contract in part or in full in any of the following cases :-
 - i) The store/service is not received/rendered as per the contracted schedule(s) and the same has not been extended by the Buyer.
 - ii) The delivery of store/service is delayed due to causes of Force Majeure by more than 6 months provided Force Majeure clause is included in the contract and the delivery period has not been extended by the Buyer.
 - iii) The Seller is declared bankrupt or becomes insolvent.
 - iv) The Buyer has noticed that the Seller has violated the provisions of Para 4 and/or Para 5 above to obtain the Contract.
 - v) As per decision of the Arbitration Tribunal.
12. **Notices:** Any notice required or permitted by the Contract shall be written in English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/ airmail, addressed to the last known address of the party to whom it is sent.
13. **Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the Contract or any part thereof without written consent of the Buyer.
14. **Use of Patents and other Industrial Property Rights:** The prices stated in the Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other Industrial Property Rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies or any or all the rights mentioned above.
15. **Amendments:** No provision of the Contract shall be changed or modified in any way (including this provision) either in whole or in part except when both the parties are in written agreement for amending the Contract.

16. Taxes and Duties

i) **In respect of Foreign Bidders: Not Applicable.**

ii) **In respect of Indigenous Bidders**

a) **General**

- Bidders must indicate separately the relevant GST likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.
- If a Bidder is exempted from payment of any GST up to any value of supplies from them, he should clearly state that no such duty/ tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/ quantum of any duty / tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the buyer later to enable the seller to obtain exemptions from taxation authorities.
- Any changes in levies, GST levied by Central/ State/ Local governments ~~such as excise duty, VAT, Service tax, Octroi/entry tax, etc~~ on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/ tax paid by the Seller. Similarly, in case of downward revision in any such duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc., if any, obtained by the Seller. Section 64-A of Sales of Goods Act will be relevant in this situation.
- Levies, GST levied by Central/ State/ Local governments ~~such as excise duty, VAT, Service tax, Octroi/entry tax, etc~~ on final product will be paid by the Buyer on actuals, based on relevant documentary evidence, wherever applicable. Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.
- TDS as per Income Tax Rules will be deducted and a certificate to that effect will be issued by the Buyer.

b) **Customs Duty**

- Custom Duty Exemption Certificate (CDEC) will not be provided for imported items.

c) **Concessional CGST** certificate will not be extended for **jobs and services**.

17. **Denial Clause** -"Variations in the rates of statutory levies within the original delivery schedule will be allowed if taxes are explicitly mentioned in the contract/ supply order and delivery has not been made till the revision of the statutory levies. Buyer reserves the right not to reimburse the enhancement of cost due to increase in statutory levies beyond the original delivery period of the supply order/ contract even if such extension is granted without imposition of LD."

18. **Pre-Integrity Pact Clause: Not Applicable.**

19. **Undertaking from the Bidders:** An undertaking will be obtained from the Bidder/firm/company/vendor that in the past they have never been banned/debarred for doing business dealings with Ministry of Defence/Govt. of India/ any other Govt. organization and that there is no enquiry going on by CBI/ED/ any other Govt. agency against them.

Part III – Special Terms and Conditions

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

1. **Apportionment of Quantity: Not Applicable**

2. **Performance Security Bond:**

i) Indigenous Bidder:

The Seller may be required to furnish a Performance Security Bond by way of Fixed Deposit Receipt / Bank Guarantee (BG, in favour of “**The Director, CVRDE, Avadi, Chennai – 54**” for a sum equal to **3% (As per office memorandum bearing no. F.9/4/2020 – PPD dated 12.11.2020 a Bank Guarantee / Fixed deposit)** of the Contract value (including taxes). The Bond submitted by way of Fixed Deposit Receipt/ Bank Guarantee (BG) should be valid up to 60 days beyond the date of completion of all contractual obligations. The specimen of bond can be provided on request.

“The Performance Security Bond will be forfeited by the Buyer, in case the conditions regarding adherence to delivery schedule and/or other provisions of the Contract/ SO are not fulfilled by the Seller.”

ii) Foreign Bidder: **Not Applicable**

3. **Option Clause: Not Applicable**

4. **Repeat Order Clause:**

The Contract will have a Repeat Order Clause, wherein the Buyer can order up to 50% quantity of the original contracted quantity under the Contract within **twelve months** from the date of supply/successful completion of this contract. The Repeat Order will have rates on not exceeding basis while the terms and conditions will remain unchanged. It will be entirely the discretion of the Buyer to exercise the Repeat order or not.

5. **Tolerance Clause: Not Applicable**

6. **Purchase Preference Clause:**

Purchase preference will be granted to the nominated agencies for the specified quantity as per the policy of Govt. of India in vogue as per Public Procurement (Preference to Make in India), order 2017 as amended and Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 as amended.

a) The minimum local content as per provisions of Public Procurement (Preference to Make in India), As per Government of India order no. P-45021/2/2017-B.E.-II dt. 15th June 2017. for the subject procurement shall be 50%. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

7. **Transfer of Technology (ToT): Not Applicable**

8. **Permissible Time Frame for Submission of Bills:** To claim payment (part or full), the Seller shall submit the bill(s) along with the relevant documents within **30 / 45** days from the completion of the activity/supply.

9. **Payment Terms :**

a) **For Indigenous Seller :**

The payment will be made as per the following terms:-

- i) 15% of the total order value will be released as an Advance Payment to the firm on submission of 110% equivalent amount of BG along with the invoice.
- ii) Milestone Payments

Milestone	Activities to be completed (as per the scope of contract)	Payment terms	PDC (months)
Milestone - I	<p>On completion of following items:</p> <ol style="list-style-type: none"> 1. Manufacturing and supply of Assembly Test Chassis as per H.BO. 1110 drawing. 2. Development and supply of various mechanical sub-systems (Qty: 2 Sets) of Assembly Test Chassis as described in Para No. 2 of Scope of work given in Annexure-I. <i>(One set to integrated in Assy Test Chassis and other set to be supplied to CVRDE)</i> 3. Supply of various special sub-systems (Qty: 2 Sets) of Assembly test chassis as described in Para No. 3 of Scope of work given in Annexure-I 4. Supply of 22 tonne of SPADE 500 steel plates - Medium Hardness Armour (MHA) steel plates as per CDA-99 Specification as described in Para No. 4 of Scope of work given in Annexure-I. 	60% with relevant taxes	<p>T0* + 12 Months</p> <p>(*T0 : Effective Date of Contract)</p>
Milestone - II	5. Supply of various electrical connectors & OEMs electrical items (Qty: 2 Sets) as described in Para No. 5 of Scope of work given in Annexure-I.	10% with relevant taxes	T0 + 16 Months
Milestone - III	6. Supply of various electrical sub-systems and harness (Qty: 2 Sets) as described in Para No. 6 of Scope of work given in Annexure-I.	15 % with relevant taxes + balance taxes payable against 15 % advance payment	T0 + 18 Months

b) **For Foreign Seller : Not Applicable**

10. **Advance Payments:**

Interest free mobilization advance payment of 15% of the Contract value may be made, preferably in not less than two instalments, against submission of Bank Guarantee, in favour of **The Director (CVRDE), (CHENNAI)**, of 110% of advance payment (from first class bank of international repute in case of foreign seller) by the private firm or against submission of Indemnity Bond by the Govt. organizations/ PSUs. In case of termination of the Contract due to default of the Seller, interest free mobilization advance would be deemed as interest bearing advance, compounded quarterly, at the rate of 2% above (i) Prime Lending Rate of State Bank of India for Indian seller, and (ii) LIBOR rate for the foreign seller. The rates as applicable on the date of receipt of advance will be considered for this.

11. **Part Supply:**

Full supply may be accepted in maximum **3 nos.** of lots. However, Pro rate payment will not be made for the part supplies of the stores made; However payment terms is as per '9a I & II'.

12. **Mode of Payment**

- a) **For Indigenous Sellers:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details to facilitate payments through ECS/EFT mechanism instead of payment through cheque, wherever feasible.
- b) **For Foreign Seller: Not Applicable**

13. **Documents to be Furnished for Claiming Payment**

i) **Indigenous Sellers: Applicable**

The payment of bills will be made on submission of the following documents by the Seller to the Buyer:

- a) Ink-signed copy of Contingent Bill.
- b) Ink-signed copy of Commercial Invoice / Seller's Bill.
- c) Bank Guarantee for Advance, if applicable.
- d) Guarantee/ Warranty Certificate.
- e) Details for electronic payment viz. Bank name, Branch name and address, Account Number, IFS Code, MICR Number (if these details are not already incorporated in the Contract).
- f) Original copy of the Contract and amendments thereon, if any.
- g) Income Tax PAN No along with the Xerox copy of the PAN card
- h) Copy of GST registration certificate
- i) Self certification from the Seller that the GST received under the contract would be deposited to the concerned taxation authority. In this regard, extant Government orders will be applicable as communicated by DRDO HQ.
- j) Material Test Certificate/Certificate of Conformance from OEM if applicable.
- k) Any other document/ certificate that may be provided for in the Contract.

ii) **Foreign Sellers: Not Applicable**

14. **Exchange Rate Variation (ERV) Clause: Not Applicable**

15. **Force Majeure Clause:**

- i) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operations, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

- ii) In such circumstances the time stipulated for the performance of an obligation under the Contract is extended correspondingly for the period of time commensurate with actions or circumstances and their consequences.
- iii) The party for which it becomes impossible to meet obligations under the Contract due to Force Majeure conditions, is to notify in written form to the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from their commencement.
- iv) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be considered as sufficient proof of commencement and cessation of the above circumstances.
- v) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the Contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

16. Buy-Back: Not Applicable

17. Export License: The Bidder is required to furnish full details and formats of End Use Certificate required for obtaining export clearance from the country of origin. This information will be submitted along with Techno-Commercial bid. In the absence of such information, it would be deemed that no document is required from the Buyer for export clearance from the country of origin.

18. Free Issue of Material (FIM):

The list of FIMs are given below:

Sl. No	Description of Store(s)	Sets	Total Cost (in Rs)
1.	As per Annexure D - Issue of Free Issue Materials (FIMs)	2 sets	2,79,71,029

FIM is a government property and will be secured through, a comprehensive insurance cover (for transportation and storage period) taken by the Lab/Estt

Or

Supplier through Nationalized Insurance Agency or their subsidiaries. If insurance is taken by the Supplier, the insurance charges will be reimbursed by the Lab/Estt at actual. The L1 vendor has to collect the above mentioned FIM from CVRDE Avadi on submission of the insurance cover for the equivalent value of the FIM of **Rs. 2,79,71,029/-**

19. Terms of Delivery

- **For Foreign Bidder: Not Applicable**
- **For Indigenous Bidder:** The delivery of goods shall be on F.O.R (**CVRDE, Avadi, Chennai-54**) basis.

20. Packing and Marking Instructions:

- a) The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong. The packing cases should have provisions for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.
- b) The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.
- c) A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. The cartons shall then be packed in packing cases as required.

- i) Part Number :
 - ii) Nomenclature :
 - iii) Contract annex number :
 - iv) Annex serial number :
 - v) Quantity contracted :
- d) One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No.1 painted in a yellow colour.
- e) The Seller shall mark each package with indelible paint in English language as follows:-
- i) Contract No. _____
 - ii) Consignee _____
 - iii) Port / airport of destination _____
 - iv) Ultimate consignee _____
 - v) Package No. _____
 - vi) Gross/net weight _____
 - vii) Overall dimensions/volume _____
 - viii) The Seller's marking _____
- f) If necessary, each package shall be marked with warning inscriptions: <Top>, <Do not turn over>, category of cargo etc.
- g) Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from damage or deterioration during transportation by land, air or sea. In such case the Buyer shall finalize the marking with the Seller.

21. Inspection Instructions:

- i) Raw material inspection
 - ii) Part inspection
 - iii) Stage/Subsystem inspection
 - iv) Pre Delivery Inspection-
 - v) Factory Acceptance Test
 - vi) Post Delivery inspection on receipt of store
 - vii) **Inspection Authority:** The Inspection will be carried out by a representative of the Lab/Estt duly nominated by the Director, CVRDE.
- } As per QT/AT Document

22. Franking Clause:

- i) **In Case of Acceptance of Store(s):** "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the Contract".
- ii) **In Case of Rejection of Store(s):** "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract."

23. Claims:

- i) The quantity claims for deficiency of quantity and/ or the quality claims for defects or deficiencies in quality noticed during the inspection shall be presented within 45 days of completion of inspection.
- ii) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location, within mutually agreed period, under Seller's arrangement without any financial implication on the Buyer.

24. Warranty:

The Seller will declare that the goods, stores articles sold/supplied shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/mentioned in the contract. The Seller will guarantee that the said goods/stores/articles would continue to conform to the description and quality for a period of, **12** months from the date of acceptance / installation of the said goods stores/articles. If during the aforesaid period of **12** months, the said goods / stores are discovered not to conform to the description and quality aforesaid, not giving satisfactory performance or have deteriorated, the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period without any financial implication on the Buyer.

24.1 Warranty of the Equipment would be extended by such duration of downtime. Record of the down time would be maintained by user in logbook

24.2 If the defective Part/Subsystem/System needs to be taken by the SELLER to their premises to rectify defective Goods, SELLER shall provide a Bank Guarantee of the equipment amount to the BUYER to cover for the time taken to rectify the defective Goods. If the defective Part/Subsystem/System needs to be replaced. The time taken to process and submit the Bank Guarantee shall not be added to the downtime provided such time does not exceed seven 7 days.

24.3 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 or any other reason attributable to the BUYER, 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.

24.4 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 downtime is within 30% of the Warranty period.

24.5 SELLER shall associate Technical Personnel of Maintenance Agency and QA Of BUYER during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.

24.6 If a particular equipment/goods fails frequently and/or, the cumulative Down time exceeds 30% of the warranty period, the complete equipment shall be replaced free of cost by the SELLER within a stipulated period of 45 days of receipt of the notification from the BUYER duly modified/upgraded through design improvement in all equipment supplied/yet to be supplied and Engineering Support Package (ESP) supplied and yet to be supplied. Warranty of the Replaced Equipment would start from the date of acceptance after JRI by the BUYER/date of installation and commissioning.

24.7 In case the complete delivery of ESP is delayed beyond the period stipulated in this Contract, then SELLER undertakes that the warranty period for the Goods/stores shall be extended to that extent.

24.8 Warranty Bond for an amount of 3 percent of the contract value should be submitted from the seller prior to return of performance security bond by the buyer (submitted earlier by the seller as per Part III Sl.No 2 (i)). In case of Indian bidder, Warranty Bonds may be accepted in the form of Fixed Deposit Receipt or a Bank Guarantee. For foreign bidders, It may be accepted in the form of Bank Guarantee or Stand-by Letter of Credit. It should remain valid for a period of sixty days beyond the date of completion of all warranty obligations. Warranty Bond would be returned to the Seller on successful completion of warranty obligations, under the contract

25. Product Support: Not Applicable

26. Annual Maintenance Contract (AMC) Clause: Not Applicable

27. Price Variation (PV) Clause: Not Applicable

28. Intellectual Property Rights (IPR): Not Applicable

PART IV- Vendor Qualification Criteria

1. The bidder should have been established in India and shall have following **in-house** facilities:

a. Fabrication facilities required

i. The bidder must get welders (minimum 3 Personals), trained for armour plates welding at Welding Research Institute (WRI), Tiruchirappalli and must have passed their Armoured Welder qualification test. Without qualifying the test no welder shall be allowed to carry out armour welding. The Bidder shall give an undertaking for above said training of welder, which should be provided during techno-commercial bid.

or

However, those bidders who have experience in producing armoured vehicles and whose welders have undergone such training and qualification testing in past will be exempted from this requirement. The proof of the same shall be provided during techno-commercial bid.

ii. Welding manipulator which shall accommodate assembly hull structure of Length 9 m, Width 2.5 m and Height 2.5 m. It should rotate 360° about its longitudinal axis (length) also having 30° rotation about its transverse axis (width).

or

The bidder's should provide undertaking for development of welding manipulator for the above mentioned capability.

iii. For Welding inspection as per IS: 15326-2 (2003) - "Quality Requirements for Welding - Fusion Welding of Metallic Materials" to handle the structure of size as specified in the para 1 a (ii).

iv. Post-welding stress relieving through shot peening or any appropriate / equivalent process with capability to handle structures size specified above in para 1 a (ii).

b. Bidder shall have EOT cranes (Capacity min. 30 MT) for safe handling

c. Machining facilities required

i. For turning of 5 m diameter job i.e. Vertical turning lathe swing diameter up to 5 m

ii. Vertical milling center (Size up to 2.5 m x 2.5 m)

iii. Floor boring & HMC's (Size up to 9 m x 3.5 m)

iv. 5-Axis Planno Miller machine having bed size minimum

9 m x 3.5 m (Length x Width) and to accommodate assembly hull structure

The bidder should produce the proof (Photography and relevant documentary) of in-house facilities of above mentioned facilities in the techno-commercial bid.

2. The bidder must have experience in manufacturing military off road vehicles and supplied minimum 20 Nos. of such military off road vehicles to the Ministry of Defence, Government of India (GOI). Relevant information in this regard along with the Performance Report from the End User must be provided in techno-commercial bid. However, Inspection Note issued by DGQA on behalf of the End User will also be considered as a Performance Certificate. Such submitted documents will be subjected to the cross verification by CVRDE.
3. Bidder should have sufficient infrastructure facilities for material handling, suitable floor space of integration of assembly test chassis. Relevant documentary information for the above to be provided in techno-commercial bid.
4. Should have exclusive certification for manufacture of AFV structure and integration of the same. Proof to be submitted in techno commercial bid.
5. Turnover of the company shall be more than Rupees Ten Crores (Rs 10/- Cr), Proof to be submitted.

Note

- I. The bidder is required to bring Signed Non Disclosure Agreement (NDA) as per the format attached (as Annexure 'A' and Annexure 'B', prescribed by DRDO HQ) to the pre - bid meeting.
- II. The bidder satisfying the above point I of Note (i.e., NDA) shall only be allowed to study the technical drawings for estimation purpose as per the discretion of Director, CVRDE and schedule for the same to be mutually agreed (maximum 5 working days will be provided for understanding the drawings).
- III. Due to sensitivity in the nature of work, the following details shall be shared to the bidders, only after submitting NDA in the format during pre-bid meeting:
 - A. Technical drawings of Assy Test Chassis (Drawing No. H.BO. 1110) and its respectively mechanical sub-systems / assemblies drawings**
 - B. Annexure - III: "Qualification Test and Acceptance Test Procedure" of Development of Assy Test Chassis and its related sub-system**
- IV. No hard copy / soft copy will be provided outside of CVRDE premises to the vendor for estimation and tendering. Attending pre-bid meeting is mandatory to understand the complete technical details. Only those vendors who are attending pre -bid meeting will be eligible to quote against this RFP.
- V. The Representative(s) of Director, CVRDE may visit the bidder/ sub bidders facilities to ascertain the availability of facilities and expertise as required above.

The bidder shall furnish the details relevant to manufacturing, financial and managerial capabilities as mentioned in Annexure 'C'.

Part V – Essential Details of Items Required

1. **Schedule of Requirements:** List of items required are as follows :-

Milestone No.	Description	Qty	Sets/ No.
I	1. Development of Assembly Test Chassis as per drawing no. H.BO. 1110 as described in Para No. 1 of Scope of work given in Annexure-I.	01	No.
	2. Development and supply of various mechanical sub-systems of Assembly Test Chassis as described in Para No. 2 of Scope of work given in Annexure-I. <i>(Out of these, one set shall be integrated / assemblies into Assy Test Chassis and other set (second set) to be supplied to CVRDE).</i>	02	Sets
	3. Supply of various special sub-systems of Assembly test chassis as described in Para No. 3 of Scope of work given in Annexure-I <i>(Both the sets shall be supplied to CVRDE further integration on to Assy Test Chassis).</i>	02	Sets
	4. Supply of 22 tonne of SPADE 500 steel plates - Medium Hardness Armour (MHA) steel plates as per CDA-99 Specification as described in Para No. 4 of Scope of work given in Annexure-I.	1	Set
II	5. Supply of various electrical connectors & OEMs electrical items as described in Para No. 5 of Scope of work given in Annexure-I.	2	Sets
III	6. Supply of various electrical sub-systems and harness as described in Para No. 6 of Scope of work given in Annexure-I.	2	Sets

2. **Technical Details:**

- a) **Specifications/Drawings:** Specifications (Refer Annexure III) / drawings will be made available to the interested bidders by the RFP issuing authority after signing of NDA with the Buyer. No hard copy / soft copy of Specifications / drawings shall be provided outside of CVRDE premises and only allowed to study for estimation and tendering.
- b) Technical details with technical parameters : **Refer Annexure III**
- c) Requirement of training/on-the-job training : **Not Applicable**
- d) Requirement of installation/commissioning : **Not Applicable**
- e) Full Inspection details as per provisions made in Para 21 of Part III of the RFP
- f) Requirement of Technical Documentation : **Applicable**
- g) Nature of assistance required after completion of warranty as per provisions made in Para 24 of Part III of the RFP : **Refer Para 25 of Part III of RFP**
- h) Requirement of pre-site inspection : **Applicable**
- i) Any other details, as considered necessary: **Applicable**
In addition to the above, please refer Enclosure-I, Prevailing guideline for nomination of Lead system integrator (LSI).

3. Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. Bidders are advised to submit compliance statement for the technical parameters separately in the following format along with the Techno-Commercial Bid.

Para of RFP specifications (item-wise)	Specifications of item offered	Compliance to RFP specifications – whether Yes / No	Remarks (In case of non-compliance, deviation from RFP to be specified in unambiguous terms. In case of compliance, catalogue/brochure reference, if available, to be indicated)

4. **Delivery Period:** Expected Delivery period for supply of items/rendering of services would be **18 months** from the Effective Date of the Contract. Please note that the Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period with/ without LD clause will be at the sole discretion of the Buyer.

5. **INCOTERMS for Delivery and Transportation (for Foreign Bidders only): Not Applicable**

6. **Consignee details:**

- Name: The Director
- Address: CVRDE, Avadi, Chennai-600 054, Tamil Nadu
- Contact details:

- (i) For Technical Queries :- Contact Person

Shri BALAGURU V, SCIENTIST 'H', Phone No. 044 – 26364015,

E-mail : balaguru.v@cvrde.drdo.in

- (ii) For Commercial Queries :- Contact Person

Shri. K .SIVAKUMAR, SCT'F', Phone No. 044 – 26364010, E-mail : sivakumar.k@cvrde.drdo.in

Part VI – Evaluation Criteria of Bids

1. **Evaluation and Acceptance Process:** The bid will be considered and selected based on instructions contained in Part I of the RFP for further evaluation of bids as per sequence given below:
 - i) **Techno-Commercial Bid Evaluation:** Bids will be evaluated based on vendor qualification requirement as per Part IV of RFP, if applicable, and bids of the qualified bidders will be considered for further evaluation as mentioned in Part V of the RFP.
 - ii) **Price Bid Evaluation:** The Price bid of those bidders whose Techno-Commercial bid (if applicable) has been accepted will be opened and comparative statement will be prepared. The best acceptable bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Part VII of the RFP (**Lot wise**). **The comparison of the bids would be done on the principle of the total cash outgo from procuring entity's pocket. The financial bids of the qualified bidders would be compared on the basis of the total cost (FOR destination basis – consignment to buyers premises) of the deliverables and services including statutory levies, taxes and duties on final product/service which are to be paid extra as per actual.**
2. **Procedure for Cost Comparison:** The basis for comparison of cost in different situations would be as follows:
 - a) If competition is only among Indian bidders, the financial implication should be considered on the basis of FOR prices at destination, **including** the GST levied by Central / State / Local government ~~such as excise duty, VAT, service Tax, octroi / entry tax etc.~~, on final product payable by the DRDO Lab/Estt after availing various benefits of exemptions from taxes/duties as applicable to DRDO.
 - b) ~~In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.~~
 - c) ~~If competition is among foreign bidders, the basis for comparison should be the landed price at the destination (designated port) in accordance with Para 19 of Part III of the RFP.~~
 - d) ~~If competition is amongst Indian and foreign bidders, the CIP/CIF cost quoted by the foreign bidders would be the basis for comparison with the basic cost (FOR) offered by Indian bidders, after off loading the applicable taxes and levies. The term Indian bidders would also include DPSUs and Indian Ordnance Factories.~~
 - e) ~~The Buyer reserves the right to evaluate the offers received by adopting Discounted Cash Flow (DCF) method with a discounting rate in consonance with the existing Government borrowing rate. DCF method would be used for evaluation of bids in the following cases:~~
 - i) ~~To compare different payment terms, including advance payments and progressive stage payments so as to bring them to a common denomination for determining lowest bidder.~~
 - ii) ~~To deal with cases where entering into AMC for period in excess of one year is a part of the contract for evaluation of the bid.~~

- f) ~~Net Present Value (NPV): NPV method is a variant of DCF method which may be used for evaluation of tenders. The NPV of a contract is equal to the sum of the present values of all the cash flows associated with it. When choosing among the various bids, the bid with the lowest NPV will be selected. The following formula may be used for calculating NPV of a bid:~~

$$NPV = \sum_{t=0}^N \frac{A_t}{(1+i)^t}$$

Where

- ~~A_t : Expected cash flow at time t
 t : Time of expected cash flow
 N : Total period
 i : Discount rate~~

- g) ~~Discount rate to be used under the method is to be the Prime Lending Rate of State Bank of India on the Date of Opening of Price Bids.~~
- h) 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 accordingly.
- i) If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
3. The best acceptable bid will be considered further for placement of the Contract after price negotiation as decided by the Buyer.

Part VII – Price Bid Format

Price bid to be uploaded as per the prescribed format (i.e BoQ_XXXX.xls) provided in the E-Procurement Module

Note: All fields of BOQ should be entered. Taxes are to be indicated as per Govt order in force.

CGST will be extended for equipments and goods.

CGST is not applicable for jobs and services.

If GST is not applicable, necessary exemption certificate is to be uploaded by the firm alongwith the techno commercial bid.

COMPLIANCE SHEET
Part I : Technical Specification

Milestone No.	Description of article(s) / Service(s)	Qty	Sets/ No.
I	1. Development of Assembly Test Chassis as per drawing no. H.BO. 1110 as described in Para No. 1 of Scope of work given in Annexure-I.	01	No.
	2. Development and supply of various mechanical sub-systems of Assembly Test Chassis as described in Para No. 2 of Scope of work given in Annexure-I. <i>(Out of these, one set shall be integrated / assemblies into Assy Test Chassis and other set (second set) to be supplied to CVRDE).</i>	02	Sets
	3. Supply of various special sub-systems of Assembly test chassis as described in Para No. 3 of Scope of work given in Annexure-I <i>(Both the sets shall be supplied to CVRDE further integration on to Assy Test Chassis).</i>	02	Sets
	4. Supply of 22 tonne of SPADE 500 steel plates - Medium Hardness Armour (MHA) steel plates as per CDA-99 Specification as described in Para No. 4 of Scope of work given in Annexure-I.	1	Set
II	5. Supply of various electrical connectors & OEMs electrical items as described in Para No. 5 of Scope of work given in Annexure-I.	2	Sets
III	6. Supply of various electrical sub-systems and harness as described in Para No. 6 of Scope of work given in Annexure-I.	2	Sets

Part II: Techno-Commercial Terms

SI No	Description of the item	Complied /Not Complied
1	Validity of bid - 180 days from the date of tender opening.	
2	Performance Security Bond : 3% of the contract value as per SI. No. 2 (i) of Part III of the RFP : Advance BG SI.No 9 (a) (I)	
3	Payment terms: as per SI .No. 9 (a) of Part III of the RFP.	
4	Warranty period : 12 months : Warranty bond : 3%	
5	LD Clause as per SI. No. 10 of Part II of the RFP.	
6	Registration status / EMD • If you are registered firm, please mention the registration details, also attach a copy of the registration certificate	
7	Delivery period-Within 18 months from the effective date of contract.	
8	Acceptance of General Terms and conditions as per Part II of RFP	
9	Acceptance of Special Terms and conditions as per Part III of RFP	

(Authorized Signatory)
Seal

Please note that duly filled in Appendix 'Z' signed by Authorized signatory with seal to be enclosed along with technical bid.

**LIST OF ITEMS TO BE ISSUED AS FREE ISSUE MATERIALS TO VENDOR FOR DEVELOPMENT OF
VARIOUS ELECTRICAL SUB-SYSTEMS OF ASSY TEST CHASSIS**

SI No:	DRG No: / PART No:	DESCRIPTION	QTY/ ASSY	PERTAIN TO ASSEMBLY		SUPPLIED BY
				DRAWING No:	NOMENCLATURE	
1	DBA-25S-F0 (MTU 016 545 0828)	CONNECTOR	1	CV 570 0125 0104	ASSY INSTRUMENT PANEL RH	MTU/RENK, GERMANY
2	016 545 1228	CONNECTOR PINS	25	-do-	-do-	-do-
3	X83851500001	ANNUNCIATOR PANEL	1	-do-	-do-	-do-
4	000 545 1730	CABLE CHANNEL / (CLIP ANNUNCIATOR PANEL)	1	-do-	-do-	-do-
5	000 545 0244	LEVER / (CLIP LOCKING)	2	-do-	-do-	-do-
6	000 153 8734	RELAY / (BLINKER)	2	-do-	-do-	-do-
7	000 545 5805	RELAY/ (MINI RELAY)	1	-do-	-do-	-do-
8	006 545 1428	BLADE TERMINAL / (FLAT TYPE PLUG)	1	-do-	-do-	-do-
9	002 545 0714	PUSH BUTTON SWITCH	2	-do-	-do-	-do-
10	002 545 9107	SWITCH / (TOGGLE SWITCH)	1	-do-	-do-	-do-
11	002 545 8207	SWITCH / (TOGGLE SWITCH)	2	CV 570 0125 0104	ASSY INSTRUMENT PANEL RH	MTU/RENK, GERMANY
12	002 545 9007	SWITCH / (TOGGLE	2	-do-	-do-	-do-

SI No:	DRG No: / PART No:	DESCRIPTION	QTY/ ASSY	PERTAIN TO ASSEMBLY		SUPPLIED BY
				DRAWING No:	NOMENCLATURE	
		SWITCH)				
13	000 545 5117	SWITCH / (MASTER KEY SWITCH)	1	-do-	-do-	-do-
14	000 545 5003	COVER (CLIP SAFTEY FLAP)	3	-do-	-do-	-do-
15	000 159 6179	PLUG IN SLEEVE	5	-do-	-do-	-do-
16	000 153 6434	RELAY / (MAIN RELAY – 200 A)	3	CV 570 0125 0106	ASSY ENGINE CONTROL JUNCTION BOX	-do-
17	002 545 0005	RELAY / (SWITCHING RELAY)	1	-do-	-do-	-do-
18	000 153 6834	RELAY / (CLOSING RELAY)	5	-do-	-do-	-do-
19	002 153 1419	MEASURE/MONITOR MOD / (ENGINE SPEED SWITCH 400 RPM)	1	-do-	-do-	-do-
20	002 153 1319	MEASURE/ MONITOR MOD/ (ENGINE SPEED SWITCH 700 RPM)	1	-do-	-do-	-do-
21	000 153 0334 / (X00E50207395)	RELAY/ (START REPEAT RELAY)	1	-do-	-do-	-do-
22	000 153 1034 / (X00E50207394)	RELAY/ (START INTER LOCK RELAY)	1	-do-	-do-	-do-
23	000 545 5805	RELAY/(MINI RELAY)	13	-do-	-do-	-do-
24	006 545 1428	BLADE TERMINAL / (FLAT TYPE PLUG)	13	CV 570 0125 0106	ASSY ENGINE CONTROL JUNCTION BOX	MTU/RENK, GERMANY

SI No:	DRG No: / PART No:	DESCRIPTION	QTY/ ASSY	PERTAIN TO ASSEMBLY		SUPPLIED BY
				DRAWING No:	NOMENCLATURE	
25	000 159 6179	PLUG IN SLEEVE	65	-do-	-do-	-do-
26	000 153 8834	BATTERY RELAY, 1000 A	1	CV 570 0125 0126	ASSY MASTER RELAY BOX	-do-
27	000 153 4640	SUPPORT, BATTERY RELAY	1	-do-	-do-	-do-
28	VG 95234G-36-5SN (MTU 015 545 1528)	4 PIN STRAIGHT PLUG	1	CV 570 0125 0411	ASSY HARNESS STARTER MOTOR TO MRB-4	MTU, GERMANY
29	VG95234M-22-22SN (MTU 008 545 6028)	4 PIN STRAIGHT PLUG	1	CV 570 0125 0489	ASSY HARNESS DE TO ECJB-5	-do-
30	VG 95234G-36-5PN (MTU 012 545 3828)	4 PIN STRAIGHT PLUG	1	CV570 0125 0554	ASSY HARNESS GENERATOR EARTH TO VEHICLE EARTH	-do-
31	VG 95234G-28-21SN (RENK 899 0175)	37 PIN STRAIGHT PLUG	1	CV 570 0125 0497	ASSY HARNESS TCS B2 TO IPJB-3 & GEAR SELECTOR	-do-
32	VG95234G-20A- 48SN (RENK 899 0177)	19 PIN STRAIGHT PLUG	1	-do-	-do-	-do-
33	VG95234G-14S-6SN (RENK 899 0178)	6 PIN STRAIGHT PLUG	1	CV 570 0125 0498	ASSY HARNESS IPJB-5 TO ACCUMULATOR	-do-
34	VG95234M-20A-9SN (RENK 899 0179)	9 PIN STRAIGHT PLUG	1	CV 570 0125 0499	ASSY HARNESS IPJB-6 TO RESERVOIR	MTU GERMANY

SI No:	DRG No: / PART No:	DESCRIPTION	QTY/ ASSY	PERTAIN TO ASSEMBLY		SUPPLIED BY
				DRAWING No:	NOMENCLATURE	
35	VG95234E-10SL-3SN (RENK 899 0180)	3 PIN ANGULAR PLUG	1	CV 570 0125 0504	ASSY HARNESS IPJB-10 TO BRAKE PEDAL	-do-
36	VG95328M-22-55PN (RENK 899 0892)	55 PIN STRAIGHT PLUG	1	CV 570 0125 0511	ASSY HARNESS TCS B- 1-USB2.0-RENK DIA PLUG-IPJB-15-FLMS-DIP & DDD	RENK, GERMANY
37	VG95234J1-20A- 48SN (RENK 899 0893)	19 PIN BOX MOUNTING RECEPTACLE	1	-do-	-do-	-do-
38	USB CONNECTOR (TYPE USB-A MIL- DTL-38999 SeriesIII) (RENK 899 0891)	USB CONNECTOR	1	-do-	-do-	-do-
39	VG95234G-28-21PN (RENK 899 0177)	37 PIN STRAIGHT PLUG	1	-do-	-do-	-do-
40	VG95234G-28-21PN (RENK 899 0895)	37 PIN STRAIGHT PLUG	1	CV 570 0125 0524	ASSY HARNESS TCS B- 3 TO TRANSMISSION	-do-
41	VG95234G-28-21SN (RENK 899 0896)	37 PIN STRAIGHT PLUG	1	-do-	-do-	-do-
42	VG95234-M18-1PN (MTU 011 545 0428)	10 PIN STRAIGHT PLUG	1	CV 570 0125 0485	ASSY HARNESS GENERATOR TO ECJB-1	MTU, GERMANY
43	VG 95234-M18-1SN (MTU 011 545 0528)	10 PIN STRAIGHT PLUG	1	CV 570 0125 0486	ASSY HARNESS ECJB-2 TO VOLTAGE REGULATOR	MTU, GERMANY

SI No:	DRG No: / PART No:	DESCRIPTION	QTY/ ASSY	PERTAIN TO ASSEMBLY		SUPPLIED BY
				DRAWING No:	NOMENCLATURE	
44	VG95234G-32-7SN (MTU 015 545 1628)	35 PIN STRAIGHT PLUG	1	CV 570 0125 0487	ASSY HARNESS ENGINE TO ECJB-3	-do-
45	VG 95234G-14S-6SN (MTU 009 545 5828)	6 PIN STRAIGHT PLUG	1	CV 570 0125 0493	ASSY HARNESS ECJB- 15 TO VOLTAGE REGULATOR	-do-
46	VG 95234G-16S-1SN (MTU 003 531 1983)	7 PIN STRAIGHT PLUG	1	CV 570 0125 0494	ASSY HARNESS SHUTDOWN RELAY TO ECJB-16	-do-
47	VG 95234G-14S-6SN (MTU 009 545 5828)	6 PIN STRAIGHT PLUG	1	CV 570 0125 0546	ASSY HARNESS BH TO FUEL PUMPS	-do-
48	VG95234E-10SL-3SN	3 PIN ANGULAR PLUG	1	CV570 0125 546	ASSY HARNESS BH TO FUEL PUMPS	-do-
49	CGE08E-28H15-F-B- 14	SINGLE PIN ANGULAR PLUG	1	CV570 0125 0410	ASSY HARNESS MRB-3 TO IVSS-1	-do-

LIST OF ITEMS TO BE ISSUED AS FREE ISSUE MATERIALS TO VENDOR FOR "ASSEMBLY MOUNTING MAIN BRAKE & HYDRAULIC LINES" OF MECHANICAL SUB-SYSTEMS OF ASSY TEST CHASSIS

Sl. No.	Part No	Nomenclature	Qty reqd.
1	3124173	Brake Pressure Valve	1
2	5322851	Storage block two circuit	1
3	3124146	Hydraulic unit	1
4	3125396	Gear Selector	1

Scope of Work

Development of Assembly Test Chassis and its related sub-systems involves various stages of manufacturing, assembly and integration of sub-systems/ systems. The scope of work is given below:

Milestone-I:

PDC: T0 + 12 months (T0 is Effective Date of Contract)

1. Manufacturing of Assembly Test Chassis, Qty:1 No. as per drawing H.BO. 1110, which involves sourcing of materials, fabrication, machining, assembly, and integration. This also includes procurement of raw materials required for manufacturing of Assy Test Chassis including SPADE 500 steel plates as per DMRL/CDA-99/2018 specification. And also involves development of various tools, fixtures, jigs, forging, casting, heat treatment, surface treatments, preservation, cleaning etc. required to manufacture the assembly test chassis as per the drawing. Manufacturing of Assy Hull Structure as per H.BO. 1111, Qty: 1 No. All sub-systems being assembled shall be accepted as per acceptance test procedures provided along with the respectively drawings. The detail of Assy Test Chassis and qualification test / acceptance test procedures is given in **Annexure – ‘III’**.

2. Manufacturing and assembly of two sets of various mechanical sub-systems of Assy Test Chassis viz. internal & external lugs and bracketories, track guard, fuel tanks, fuel lines with connectors, self-digging attachment, skirt plates, foot rest and mechanical linkages for driver controls. Out of these, one set shall be integrated or assembled into Assy Hull Structure, as per Assy Test Chassis drawing. Another set (second set) shall be supplied as spare items to CVRDE. The details of various mechanical sub-systems required of Assy Test Chassis and qualification test / acceptance test procedures are given in **Annexure – ‘III’**.

3. Sourcing and supply of two sets of various special sub-systems required for Assy Test Chassis viz. Bilge pumps, Crew seats, Chemical Biological Radioactivity & Nuclear (CBRN) system, Instant Fire Detection & Suppression System (IFDSS) and ceiling mounted advanced Micro Climate Cooling System (AMCCS). Both the sets will be supplied to CVRDE further integration on to Assy Test Chassis - DATRAN. The details of various special sub-systems required of Assy Test Chassis and qualification test / acceptance test procedures are given in **Annexure – ‘III’**.

4. Sourcing and supply of various thicknesses of SPADE 500 steel plates - Medium Hardness Armour (MHA) steel plates **Qty: 22 tonne** as per the CDA-99 specification from the approved list of vendors. The details of SPADE 500 steel plates (MHA steel plates) required for dummy turret weight simulation along with their qualification test / acceptance test procedures are given in **Annexure – ‘III’**.

Milestone-II:

PDC: T0 + 16 months

5. Sourcing and supplying of two sets of various electrical connectors and other OEMs electrical items for assembly test chassis viz. Connector, Connector Pins, Annunciator, Cable Channel / (Clip Annunciator Panel), Lever / (Clip Locking), Push Button Switch, 9 Pin Straight Plug, Blade Terminal / (Flat Type Plug), 55 Pin Straight Plug, 19 Pin Box Mounting, etc to CVRDE. The detailed list of various electrical connectors and other OEMs electrical items required for Assy Test chassis along with their qualification test / acceptance test procedures are given in **Annexure – ‘III’**.

Milestone-III:

PDC: T0 + 18

months

6. Development / Sourcing of two sets of various electrical sub-systems and harness cables required for Assy Test Chassis through the approved vendor M/s Amphenol, Bangalore. The detailed list of various electrical sub-systems and harness cables required for Assy Test chassis along with their qualification test / acceptance test procedures are given in **Annexure – ‘III’**. CVRDE shall provide the free issue materials required for development of these items. The details of FIMs provided for development of various electrical sub-systems is given in **Annexure -'D'**

Scope of Supply

Sl. No.	Description	Qty	Sets
Milestone - I PDC (T0 + 12, T0 is Effective Date of Contract)			
1.	Development and supply of Assembly Test Chassis as per drawing no. H.BO. 1110.	01	No
2.	<p>Development and supply of various mechanical sub-systems of Assembly Test Chassis as following:</p> <ol style="list-style-type: none"> 1.1. Assy. Track guard 1.2. Assy external Lugs & Bracketories 1.3. Assy internal Lugs & Bracketories 1.4. Assy Skirt Plate 1.5. Assy Self Digging 1.6. Assy Foot Step 1.7. Assy Gun Crutch 1.8. Assy Mounting Driver's Vision 1.9. Assy Fitment Era Panels Glacis 1.10. Assy Driver's Hatch Mechanism 1.11. Assy Track Support 1.12. Assy Covers Floor Opening 1.13. Assy APU 1.14. Assembly Mounting , Steering, Parking Break and Hydraulic Line 1.15. Assembly Mounting Main Brake & Hydraulic Lines 1.16. Assembly Mounting Accelerator and Control Cables 1.17. Assembly Crew Seat Mounting Brackets 1.18. Assembly Composite Emergency Escape Hatch 1.19. Assembly Exhaust System 1.20. Assembly Mounting Fuel Tanks 1.21. Assembly Fuel Lines and Connection 1.22. Assembly Mounting Foot Rest Driver 1.23. Assembly Rear Cover Plates <p>Vendor shall provide a detailed process document, inspection document, material data sheets along with the delivery of items</p> <p><i>(Out of these, one set shall be integrated / assemblies into Assy Test Chassis and other set (second set) to be supplied to CVRDE).</i></p>	02	Sets
3.	<p>Supply of various special sub-systems of Assembly test chassis as following:</p> <ol style="list-style-type: none"> 1. CBRN 2. Bilge Pumps (One Set = 2 Nos. of bilge pumps) 3. IFDSS Mk-II 4. Crew Seats (One Set = 3 Nos. of Crew Seats) 5. Ceiling mounted AMCCS (One Set = 3 Nos. of AMCCS) <p><i>(Both the sets shall be supplied to CVRDE further integration on to Assy Test Chassis).</i></p>	02	Sets

4	Supply of 22 tonne of SPADE 500 steel plates - Medium Hardness Armour (MHA) steel plates as per CDA-99 Specification as following:	01	Set																																																																				
	<table border="1"> <thead> <tr> <th style="text-align: center;">Plate No.</th> <th style="text-align: center;">Thickness (mm)</th> <th style="text-align: center;">Size of Plates (mm)</th> <th style="text-align: center;">Weight (kg)</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">1</td><td style="text-align: center;">10</td><td style="text-align: center;">2500 X 2050</td><td style="text-align: center;">402.3</td></tr> <tr><td style="text-align: center;">2</td><td style="text-align: center;">10</td><td style="text-align: center;">6000 X 2050</td><td style="text-align: center;">965.5</td></tr> <tr><td style="text-align: center;">3</td><td style="text-align: center;">12</td><td style="text-align: center;">3400 X 1900</td><td style="text-align: center;">608.5</td></tr> <tr><td style="text-align: center;">4</td><td style="text-align: center;">12</td><td style="text-align: center;">2100 X 1100</td><td style="text-align: center;">217.6</td></tr> <tr><td style="text-align: center;">5</td><td style="text-align: center;">18</td><td style="text-align: center;">2000 X 1250</td><td style="text-align: center;">353.2</td></tr> <tr><td style="text-align: center;">6</td><td style="text-align: center;">20</td><td style="text-align: center;">1000 X 400</td><td style="text-align: center;">62.8</td></tr> <tr><td style="text-align: center;">7</td><td style="text-align: center;">20</td><td style="text-align: center;">4600 X 2400</td><td style="text-align: center;">1733.2</td></tr> <tr><td style="text-align: center;">8</td><td style="text-align: center;">35</td><td style="text-align: center;">900 X 450</td><td style="text-align: center;">111.2</td></tr> <tr><td style="text-align: center;">9</td><td style="text-align: center;">35</td><td style="text-align: center;">2200 x 5050</td><td style="text-align: center;">3052.4</td></tr> <tr><td style="text-align: center;">10</td><td style="text-align: center;">35</td><td style="text-align: center;">1500 x 5500</td><td style="text-align: center;">2266.6</td></tr> <tr><td style="text-align: center;">11</td><td style="text-align: center;">35</td><td style="text-align: center;">1500 x 5500</td><td style="text-align: center;">2266.6</td></tr> <tr><td style="text-align: center;">12</td><td style="text-align: center;">40</td><td style="text-align: center;">6500 X 1000</td><td style="text-align: center;">2041</td></tr> <tr><td style="text-align: center;">13</td><td style="text-align: center;">50</td><td style="text-align: center;">2000 X 300</td><td style="text-align: center;">235.5</td></tr> <tr><td style="text-align: center;">14</td><td style="text-align: center;">50</td><td style="text-align: center;">6500 X 2400</td><td style="text-align: center;">6123</td></tr> <tr><td style="text-align: center;">15</td><td style="text-align: center;">60</td><td style="text-align: center;">600 X 250</td><td style="text-align: center;">70.6</td></tr> <tr><td style="text-align: center;">16</td><td style="text-align: center;">60</td><td style="text-align: center;">2100 X 1500</td><td style="text-align: center;">1483.6</td></tr> </tbody> </table>	Plate No.	Thickness (mm)	Size of Plates (mm)	Weight (kg)	1	10	2500 X 2050	402.3	2	10	6000 X 2050	965.5	3	12	3400 X 1900	608.5	4	12	2100 X 1100	217.6	5	18	2000 X 1250	353.2	6	20	1000 X 400	62.8	7	20	4600 X 2400	1733.2	8	35	900 X 450	111.2	9	35	2200 x 5050	3052.4	10	35	1500 x 5500	2266.6	11	35	1500 x 5500	2266.6	12	40	6500 X 1000	2041	13	50	2000 X 300	235.5	14	50	6500 X 2400	6123	15	60	600 X 250	70.6	16	60	2100 X 1500	1483.6		
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Milestone - II
PDC (T0 + 16, T0 is Effective Date of Contract)

5.	Supply of various electrical connectors & OEMs electrical items as per following: a. M/s MTU Electrical accessories	2	Sets																																																																				
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17.	Push button switch	002 545 0714	2
18.	Blade terminal	006 545 1428	15
19.	Receptacle	000 159 6179	70
20.	Annunciator	001 542 0627	1
21.	Male connector	016 545 0828	1
22.	Voltage regulator	002 154 5706	1
23.	Rubber-Metal	000 237 1211	4
24.	Rubber-Metal Element	000 2371011	4
25.	SOCK.G-16S-1SN	003 531 1983	1
26.	Plug Connector G36	012 545 3828	1
27.	Plug Connector G36	015 545 1528	1
28.	Plug Connector G32	015 545 1628	1
29.	Plug M22-22SN	008 545 6028	1
30.	Plug M18-1PN	011 545 0428	1
31.	Plug M18-1SN	011 545 0528	1
32.	Plug Connector G14S	009 545 5828	2

b. List of M/s RENK or M/s Allied Connectors Items

SI No:	PART No:	DESCRIPTION	QTY per Set
1.	VG 95234G-28-21SN (RENK 899 0175)	37 PIN STRAIGHT PLUG	1
2.	VG95234G2A-48SN (RENK 899 0177)	19 PIN STRAIGHT PLUG	1
3.	VG95234G-14S-6SN (RENK 899 0178)	6 PIN STRAIGHT PLUG	1
4.	VG95234M-20A-9SN (RENK 899 0179)	9 PIN STRAIGHT PLUG	1
5.	VG95234E-10SL- 3SN (RENK 899 0180)	3 PIN ANGULAR PLUG	1
6.	VG95328M-22-55PN (RENK 899 0892)	55 PIN STRAIGHT PLUG	1
7.	VG95234J1-20A- 48SN (RENK 899 0893)	19 PIN BOX MOUNTING RECEPTACLE	1
8.	USB CONNECTOR (TYPE USB-A MIL- DTL-38999 SeriesIII) (RENK 899 0891)	USB CONNECTOR	1
9.	VG95234G-20A- 48SN (RENK 899 0177)	37 PIN STRAIGHT PLUG	1
10.	VG95234G-28-21SN (RENK 899 0895)	37 PIN STRAIGHT PLUG	1

	11.	VG95234G-28-21PN (RENK 899 0896)	37 PIN STRAIGHT PLUG	1		
	12.	VG95234E-10SL- 3SN (899 0180)	3 PIN ANGULAR PLUG	1		

Milestone - III
PDC (T0 + 18, T0 is Effective Date of Contract)

6.	<p>Supply of various electrical sub-systems and harness as following:</p> <p><i>a. Electrical sub-systems</i></p> <ul style="list-style-type: none"> i) Assy Adaptor Fuel Pump ii) Engine Control Junction Box (ECJB) iii) Assy. Horn iv) Integrated Driver's Switch Board (IDSB) v) Integrated FBC box vi) Instrument Panel Junction Box (IPJB) vii) Instrument Panel RH (IPRH) viii) Inter Vehicle Starting Socket (IVSS) ix) Assy Battery Rack x) LED Head Lamp (One Set = 2 Nos.) xi) Master Relay Box (MRB) xii) Rotary Base Junction (RBJ) xiii) LED Roof Lamp xiv) External Power Adapter xv) Side Marker Lamp (Front) (One Set = 2 Nos.) xvi) Li-Ion Batteries (One Set = 6 Batteries) xvii) Side Marker Lamp (Rear) (One Set = 2 Nos.) xviii) BLDC Crew Cooling Fan <p><i>b. Electrical harness</i></p> <ul style="list-style-type: none"> 1. CV570 0125 0402 Harness Battery +Ve to Battery -Ve 2. CV570 0125 0404 Harness Battery -Ve to Battery +Ve 3. CV570 0125 0405 Harness To Battery +Ve RH - Master Relay Box 1 4. CV570 0125 0406 Harness To Battery +Ve RH - Master Relay Box 2 5. CV570 0125 0407 Harness Battery Negative (Top) To Earth 	02	Sets
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6.	CV570 0125 0409	Harness Battery Negative (Bottom) To Earth		
7.	CV570 0125 0410	Harness MRB-3 To Inter Vehicle Starting Socket -1		
8.	CV570 0125 0411	Harness Starter Motor To MRB-4		
9.	CV570 0125 0415	Harness MRB-9 To ECJB-6		
10.	CV570 0125 0416	Harness Master Relay Box-15 To Earth		
11.	CV570 0125 0421	Harness PLJB-1 To ECJB-7		
12.	CV570 0125 0425	Harness Instrument Panel RH-4 To Earth		
13.	CV570 0125 0426	Harness Engine Control Junction Box-13 To Earth		
14.	488-CVR-0175 0175 (H00158)	Harness ECJB-9 - MRB-11 : 488-CVR-0175		
15.	CV570 0125 0479	Harness FBC Box-1 To MRB-12		
16.	CV570 0125 0484	Harness Instrument Panel Jn. Box-4 To Earth		
17.	CV570 0125 0485	Harness Generator To ECJB-1		
18.	CV570 0125 0486	Harness ECJB-2 To IPJB-11		
19.	CV570 0125 0487	Harness Engine To Engine Control Junction Box-3		
20.	CV570 0125 0488	Harness Bulk Head To ECJB-4 (Fuel Pump):		
21.	CV570 0125 0489	Harness Dust Ejector Motor To ECJB 5:		
22.	CV570 0125 0490	Harness Instrument panel JB-1 To Engine Control Junction Box-10		
23.	CV570 0125 0491	Harness ECJB-11 To IPRH-1:		
24.	CV570 0125 0492	Harness ECJB-14 To Bulk Head (FLT):		
25.	CV570 0125 0493	Harness ECJB-15 To Voltage Reguator:		
26.	CV570 0125 0494	Harness Shut Down Relay To ECJB-16:		
27.	CV570 0125 0495	"Harness Integrated Driver's Switch Board To Positive Line Junction Box-5"		
28.	CV570 0125 0496	Harness IPJB-2 To IPRH-2 & CWL		

29.	CV570 0125 0497	Harness TCS-2 To Instrument Panel JB-3 & Gear selector		
30.	CV570 0125 0498	"Harness Instrument Panel JB-5 To Accumulator"		
31.	CV570 0125 0499	"Harness Instrument Panel JB-6 To Reservoir"		
32.	CV570 0125 0500	"Harness Instrument Panel Jn. Box-7 To Integrated Driver Switch Board-11"		
33.	CV570 0125 0503	Harness DDD To Earth		
34.	CV570 0125 0504	Harness Instrument Panel JB-10 To Brake pedal		
35.	CV570 0125 0511	"TCS B1-USB2.0- Renk Dia. Plug - IPJB 15 FLMS-DIP-DDD"		
36.	CV570 0125 0524	Harness Transmission Control Sys. To Speed Signal Junction Box-3		
37.	CV570 0125 0528	"Harness Integrated Driver's Switch Board-4 To Crew Cooling Fan"		
38.	CV570 0125 0529	Harness Integrated Drivers Switch Board-5 To Roof Lamp		
39.	CV570 0125 0531	Harness Integrated Driver's Switch Board-7 To Bulk Head		
40.	CV570 0125 0533	Harness ELA To IDSB-10 & FBC Box-4		
41.	CV570 0125 0534	Harness FBC Box - 5 To Bulk Head (Bilge Pump LH)		
42.	CV570 0125 0535	Harness FBC Box - 6 To Bulk Head (Bilge Pump RH)		
43.	CV570 0125 0539	Harness DIP To Earth		
44.	CV57001250540/1	Harness Front Lighting - RH		
45.	CV57001250540/2	Harness Front Lighting - LH		
46.	CV570 0125 0546	Harness Bulk Head Plate To Fuel Pumps		
47.	CV570 0125 0547	Harness Bulk Head To Bilge Pump-LH		
48.	CV570 0125 0548	Harness Bulk Head To Rear Lighting		
49.	CV570 0125 0550	Harness Bulk Head To FLT		

50.	CV570 0125 0551	Harness Bulk Head To Bilge Pump-RH		
51.	CV570 0125 0552	Harness Fuel Pump Adaptor To BH (FPTR)		
52.	CV570 0125 0554	Harness Minus Cable To Earth		
53.	CV570 0125 0556	Harness Roof Lamp To Earth		
54.	CV570 0125 0557	Harness Voltage Regulator To Earth		
55.	CV570 0125 0558	Harness TCS To Earth		
56.	CV570 0125 0559	Harness FBC Box To Earth		
57.	CV570 0125 0560	Harness IDSB To Earth		
58.	CV570 0125 0438	Harness IPJB - 8 TO CW		

Combat Vehicles Research & Development Establishment (CVRDE)

AVADI, Chennai – 600 054

It is hereby confirmed that bid submitted against **RFP No: CVRDE/MMG/OT/22ATT033/2021-22** will not be withdrawn or modified during the period of validity.

I / we accept that in case our bid is

a) Withdrawn or Modified during the period of validity.

or

b) If we are awarded the contract and fail to sign the contract.

or

c) We fail to submit performance security bond before the deadline defined in the RFP

then our firm will be suspended for a period of **One Year** from being eligible to submit Bid against RFPs issued by CVRDE.

(Authorized Signatory)

Name of the Firm: _____

NON DISCLOSURE AGREEMENT

This agreement made this _____ Day of _____ Month _____ Year between the President of India through the Director (Name of Lab/Estt), hereinafter referred to as "**First Party**" on the one part and the _____ Firm Name with address _____ ("**Second Party**") herein after referred as "**Receiving Party**" which expression shall unless it be repugnant to or inconsistent with subject or context thereof, include and be deemed to include their Heirs, Executors, Successors or Administrators and permitted assigns on the other part.

Hereafter collectively referred to as the "Parties" or individually as the "Party".

WHEREAS, First Party/Lab/Estt. (Disclosing Party) possess certain sensitive and confidential information and desires to disclose it to the Firm (the Receiving Party) to further co-development relationship between the Parties subject to the Terms and Conditions of this Agreement.

NOW IT IS AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS :

1. Identification

When Confidential information is disclosed in writing or other tangible form, the information shall be marked "CONFIDENTIAL" or with similar legend on each page containing Confidential information. When Confidential information is disclosed orally, visually or in any other intangible form, such information shall be identified as confidential at the time of disclosure, subsequently summarized and confirmed in writing within Thirty (30) days from the initial disclosure, referring the date of disclosure.

2. Standard of Care

The Receiving Party shall protect the confidential information disclosed by the First Party with appropriate care.

- a. Receiving Party shall communicate to First Party in writing the list of nominated persons for receiving confidential information.
- b. Confidential information should not be communicated through phone, fax, or email. Confidential information should be exchanged only through signed letters.
- c. When confidential information is received by Receiving Party, the Receiving Party should acknowledge the receipt of confidential information in writing.
- d. Receiving Party should not discuss the confidential information disclosed by First Party with any Third Party, within Government Organizations or outside Government Organizations without the prior written approval of Director/First Party. The Firm agrees to promptly notify First Party of any misuse/misappropriation/loss/comprise of the confidential information.

3. Either Party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.

4. This Agreement will be construed in, interpreted and applied to accordance with the laws of India.

5. Confidentiality Period

For the term of this Agreement and Ten (10) years thereafter, the Receiving Party shall neither disclose the First Party's confidential information to any Party other than its Employees who have express need to know in the context of the relevant co-development.

6. Exceptions

No obligation shall be imposed regarding confidential information if the Receiving Party can demonstrate that the confidential information:

- (a) is or becomes thereafter available to the public through no breach of this Agreement;
- (b) is disclosed pursuant to governmental or judicial order requirement.

7. Return of Materials

The Receiving Party shall return to the First Party, or at the discretion of the First Party certify the destruction of all copies of the First Party's confidential information upon written request of First Party.

8. No License

Nothing herein constitutes a license or other transfer of rights in respect of either Party's interest in any Confidential information disclosed pursuant to this Agreement.

9. Term

The Term of this agreement is Five (5) years from the effective Date, however, those Sections 5, 6, 8 and 11 hereof shall survive even after expiration or termination hereof.

10. Assignment, Modification and Waiver

No assignment, modification, or waiver of any Term of this Agreement shall be effective unless set forth in writing and signed by an Authorized Representative of each Party. No failure to enforce any provision of this Agreement shall be construed as waiver.

11. Dispute Resolution

Difference of opinion, if any, arising during the period of this Agreement, concerning the execution of the responsibilities will be settled on the basis of mutual consultation by the signatories or their designated nominees. The parties will make best possible efforts to resolve the dispute and in case of their failure to do so and reconciling the dispute mutually, the same shall be referred for Arbitration.

12. Arbitration

Any question, dispute or difference arising under the Contract (except as to any matter, the decision of which is specifically provided for) shall be referred to the Sole Arbitration of the Scientific Advisor to Raksha Mantri. It will not be valid objection that the Arbitrator is Government Servant and that he had to deal with the matters to which the Agreement relates or that in the course of his duties as a Government Servant he had expressed views on all or any of the matters, disputes or difference. The Award of the Arbitrator shall be final and binding on both the Parties. The Arbitrator shall be entitled to extend time of award by the consent of the Parties from time to time. The venue of Arbitration shall be New Delhi or any other Place as may be decided by the Arbitrator and the expenses of the Arbitration shall be at the discretion of the Arbitrator. Subject as aforesaid, the Arbitration and Conciliation Act 1996 and the Rules there under and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this condition.

13. Entire Agreement

This Agreement constitutes the entire Agreement between the Parties with respect to the matters covered by this Agreement, supersedes all prior agreements and understandings with respect thereof, and may only be amended in writing signed by both Parties.

14. Binding Effect

This Agreement shall be binding and inure to the benefit of the undersigned Parties, their Successors and Assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement to be executed as the effective date written above when signed below by their duly authorized representatives.

For Lab/Estt./First Party

Name :
Designation :
Address :
Date :

For Firm/Second Party

Name :
Designation :
Address :
Date :

1. **Definitions** :

In this Non Disclosure Agreement the following terms shall, unless the context otherwise requires, have the following meanings :

1.1 'Disclosing Party' or 'First Party' means DRDO Lab/Estt. disclosing Confidential Information to the Vendor/Seller/Development Partner under this Agreement.

1.2 'Receiving Party' means the Vendor/Seller/Development Partner receiving Confidential Information from DRDO Lab/Estt. under this Agreement.

1.3 'Confidential Information' means any information, which shall include but is not limited to, design, fabrication and assembly drawings, know-how, processes, product specifications, raw materials, product samples, inventions, concepts and any other technical and/or commercial information, disclosed directly or indirectly and in any form whatsoever (including, but not limited to, disclosure made in writing, oral or in the form of samples, models, computer programmes, drawings or other instruments) furnished by the Disclosing Party to the Receiving Party under this Agreement.

1.3.1 Such Confidential Information shall also include but shall not be limited to:

1.3.1.1 information disclosed by the Disclosing Party/First Party in writing marked as confidential at the time of disclosure;

1.3.1.2 information disclosed by the Disclosing Party/First Party orally which is slated to be confidential at the time of disclosure;

1.3.1.3 information disclosed in any other manner is designated in writing as Confidential Information at the time of disclosure; or

1.3.1.4 notwithstanding sub-clauses 1.3.1.1, 1.3.1.2 and 1.3.1.3 of this definition, any information whose nature makes it obvious that it is confidential.

1.3.2 Such Confidential Information shall not include any information which:

1.3.2.1 is, at the time of disclosure, publicly known; or

1.3.2.2 becomes at a later date, publicly available otherwise than a wrongful act or negligence or breach of this Agreement of or by the Receiving Party; or

1.3.2.3 the Receiving Party can demonstrate by its written records was in its possession, or known to the Receiving Party, before receipt under this Agreement, and which was not previously acquired under an obligation of confidentiality; or

1.3.2.4 is legitimately obtained at any time by the Receiving Party from a third Party without restrictions in respect of disclosure or use; or

1.3.2.5 the Receiving Party can demonstrate to the satisfaction of the Disclosing Party, has been developed independently of its obligations under this Agreement and without access to the Confidential Information.

2. Administrative Instructions:

- 2.1** Authority of the Signatory of Receiving Party in NDA shall be established prior to signing of NDA. Preferably, a letter should be obtained from CEO/MD of the Receiving Party authorizing a named senior level official to sign NDA on their behalf. Only such authorised Senior Level Officer should sign the NDA document on behalf of Receiving Party/Second Party.
- 2.2** The confidentiality of the documents shall also be maintained by the Consortium Partners of the Suppliers/Receiving Party.
- 2.3** The Labs/Estts./Programmes are advised to enter into this NDA in all Contracts wherein any Confidential Information is being shared with the Receiving Party/Second Party.
