

## **CHAPTER VI**

### **STANDARD CONTRACT DOCUMENT**

Agreement between the Government of the Republic of India, Ministry of Defence  
and

(Name of the Company) for (Name of Equipment) Contract No. \_\_\_\_\_  
(No of the Contract)

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CONTRACT NO.( )

DATED ( )

### **PREAMBLE**

1. This Contract is made on this day, the (date) day of (Month & Year) in New Delhi, between the President of India represented by the Joint Secretary & Acquisition Manager (Land/Air/Maritime Systems)/Major General & equivalent, Service Headquarters/Coast Guard, Ministry of Defence, Government of India, hereinafter referred to as the BUYER (which terms unless excluded by the context, shall be deemed to include his successor in office) on one part and M/s (name of the company with address) duly represented by \_\_\_\_\_ and incorporated under the laws of \_\_\_\_\_, having its registered office at \_\_\_\_\_, \_\_\_\_\_ (which terms unless expressly indicated by the context shall be deemed to include its successors and its assignee), hereinafter referred to as the "SELLER" on the other part. WHEREAS, The BUYER agrees to buy and the SELLER agrees to sell the Goods and Services (hereinafter collectively referred as 'Deliverables') described in Annexure-I of this Contract and in accordance with the terms and conditions of this CONTRACT AND WHEREAS the SELLER assures the BUYER that the BUYER has the right to have the supplies manufactured in India through a nominated agency and supply it to the BUYER.

2. **Definitions.** The words and expressions beginning with initial Capital letter or are in Capitals and defined in this Contract shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Annexures and used therein shall have the meaning ascribed thereto in the Schedules.

(a) **"Contract"** shall mean this present document reference: Contract No. \_\_\_\_\_, which inherently includes all Articles and its listed Annexures and Appendices, and any amendments thereto.

(b) **"Deliverables"** shall mean all the Goods and Services which are to be delivered under this Contract.

(c) **"Total Contract Price"** shall mean the total final negotiated price of present Contract including all taxes and duties applicable at the time of signing of Contract, of the deliverables to be supplied as specified at Article 1.

(d) **"Expiration of Contract"**

3. **Order of Precedence.** This Contract and documents forming part of or referred to in this Contract are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Contract, the priority of this Contract and other documents and Contracts forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:-

- (i) this Contract; and
- (ii) all other documents forming part hereof or referred to herein

4. Subject to the provisions of the Contract, in case of ambiguities or discrepancies within this Contract, the following shall apply:-

- (i) between 2(two) or more Articles of this Contract, the provisions of a specific Article relevant to the issue under consideration shall prevail over those in other Articles;
- (ii) between the Articles of this Contract and the Annexures, the Articles shall prevail and between Annexure and Appendices, the Annexure shall prevail;
- (iii) between any 2(two) Annexures, the Annexure relevant to the issue shall prevail;
- (iv) between the written description on the Drawing and the Specifications and Standards, the latter shall prevail;
- (v) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and
- (vi) between any value written in numerals and that in words, the latter shall prevail.

If either Party becomes aware of any inconsistency, within or between the documents referred to in Article, such Party shall notify the other Party forthwith and the parties will seek to resolve that inconsistency on the basis of order of preference set out above.

The headings used in this Contract are inserted for the convenience of the parties and shall not define, limit, or describe the scope or the intent of the provisions of this Contract.

It is hereby agreed and declared by and between the parties hereof:-

## **ARTICLE 1**

### **SCOPE OF CONTRACT**

1.1 The SELLER undertakes to sell and to deliver to the BUYER and the BUYER undertakes to accept and pay for all deliverables in accordance with the terms and conditions stipulated in this Contract [for the acquisition of \_\_\_\_ (nomenclature of the equipment)] and accompanied accessories according to the technical specifications stipulated in **Annexure II** to this Contract and the quantities, unit prices and total value, as specified in **Annexure I** of this Contract.

1.2 The Total Contract Price including taxes and duties applicable at the time of signing of Contract of the deliverables to be supplied according to this Contract amounts to

Rs/US \$/Euro/PS £ \_\_\_\_\_ (in words).

1.3 For Advance Payment Bank Guarantee (APBG), Performance-cum-Warranty Bank Guarantee (PWBG) and Additional Bank Guarantee (ABG), the Total Contract Price to be considered, excluding the Total Price of AMC/CMC/PBL (if any), of the deliverables to be supplied according to this Contract amounts to Rs/US \$/Euro/PS £ \_\_\_\_\_ (in words). For Performance Bank Guarantee (PBG), in case of AMC/CMC/PBL, the Total Price of AMC/CMC/PBL to be considered, excluding taxes and duties, according to this Contract amounts to Rs/US \$/ PS £ \_\_\_\_\_ (in words). The Bank Guarantees are to be submitted as per following:-

1.3.1 **Foreign Seller.** Bank guarantee(s) shall be from any Indian Public Sector Bank or Private Sector Banks notified for business with GoI vide MoF/CGA no. \_\_\_\_\_ or branches of Foreign Bank in India licensed by RBI or First Class banks of international repute whose details have to be furnished in the Commercial bid. In case of International banks, the Buyer reserves the right to consult Parliament Street branch of State Bank of India, New Delhi or any other Public or Private Sector Bank authorised by RBI and as per their recommendations seek confirmation of Bank Guarantee(s) by counter guarantee by an Indian Bank at Seller's cost. The Seller has the option to furnish multiple Bank Guarantees.

1.3.2 **Indian Seller.** In case of Indian Sellers, the Bank Guarantee(s) shall be from any Indian Public Sector Bank or Private Sector Banks notified for business with GoI vide MoF/CGA no. \_\_\_\_\_. The SELLER has the option to furnish multiple Bank Guarantees.

## **ARTICLE 2**

### **EFFECTIVE DATE OF CONTRACT**

2.1 The Contract shall come into effect on the date of signature of both the parties on the Contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the Contract. The deliveries, supplies and performance of the services shall commence from the effective date of the Contract. However the date of delivery would be reckoned from the date of release of Advance payment by the BUYER to the SELLER ( $T_0$ ), provided the SELLER submits the documents mandated by the DPP 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. In case, no advance is to be paid, the date for reckoning date of delivery would be the date of signing of Contract. This clause will not be applicable in cases wherein Advance payment is released after FOPM is successfully validated. In such cases, date of accord of Bulk Production Clearance will be date for reckoning date of delivery.

2.2 The BUYER and the SELLER have to fulfil the following obligations:-

(a) **SELLER.** The SELLER shall furnish the following documents to the BUYER:-

(i) Advance Payment Bank Guarantee and Invoice.

- (ii) Performance cum Warranty Bank Guarantee; and
  - (iii) Export License from the SELLER's Government, as applicable (a copy of Seller's application for export license to their government may be provisionally accepted in lieu of export license for release of Advance Payment with the caveat that the Seller should submit the requisite Export License prior to release of next payment from the BUYER).
  - (iv) Additional Bank Guarantee for Essential Parameter 'B', if applicable
- (b) **BUYER.** The BUYER shall also provide End User's Certificate, if required, to the SELLER within 30 days of signing of the Contract.

**ARTICLE 3A**  
**ADVANCE PAYMENT BANK GUARANTEE**  
(For Foreign Sellers only)

3A.1 An Advance Payment Bank Guarantee will be submitted by the SELLER in the form of a bank guarantee by (SELLER'S BANK.....) in favour of Government of India, Ministry of Defence equal to \_\_\_\_ % of the Total Contract Price (excluding total Price of AMC/CMC/PBL, if any) i.e. for US \$/Euro/PS £ ..... (in words US Dollars/Euro/PS..... only). The SELLER has the option to furnish multiple Bank Guarantees.

3A.2 The prescribed format of the Advance Payment Bank Guarantee is mentioned in **Annexure-IV** to this Contract.

3A.3 The Advance Payment Bank Guarantee shall be considered open upon receipt by the BUYER's bank.

3A.4 Advance Payment Bank Guarantee (APBG) shall be proportionately and automatically reduced until full extinction along with and prorata to the value of each delivery as evidenced by the corresponding copy of document proving delivery (Bill of Lading or Air Way Bill or CRV, as the case may be) and invoices of Deliverables supplied/provided. The SELLER has the option to furnish separate Bank Guarantee for each lot/batch/deliverable(s) (as specified at Ser 3.1.2 of Annexure III to Chapter VI) to affect pro-rata reduction of APBG.

**ARTICLE 3B**  
**ADVANCE PAYMENT BANK GUARANTEE**  
(For Indian Sellers only)

3B.1 An Advance Payment Bank Guarantee will be submitted by the SELLER in the form of a bank guarantee, in favour of Government of India, Ministry of Defence, equal to % of the Total Contract Price (excluding total Price of AMC/CMC/PBL, if any) i.e. for Rs..... (in words Rs..... only). The SELLER has the option to furnish multiple Bank Guarantees.

3B.2 The prescribed format of the Advance Payment Bank Guarantee is mentioned in **Annexure IV** to this Contract.

3B.3 The Advance Payment Bank Guarantee shall be considered open upon receipt by the BUYER's bank.

3B.4 The Advance Payment Bank Guarantee (APBG) shall be proportionately and automatically reduced until full extinction along with and prorate to the value of each delivery as evidenced by the corresponding copy of document proving delivery (Bill of Lading or Air Way Bill or CRV, as the case may be) and invoices of deliverables supplied/provided. The SELLER has the option to furnish separate Bank Guarantee for each lot/batch/deliverable(s) (as specified at Ser 3.1.2 of Annexure III to Chapter VI) to affect prorate reduction of APBG.

### **ARTICLE 3C**

#### **ADVANCE PAYMENT INDEMNITY BOND**

(Applicable for Defence PSUs/ JVs with DPSUs or PSUs or Government Entities being issued RFP as a Nominated Production Agency or on an ab-initio single vendor basis only)

3C.1 An Advance Payment Indemnity Bond will be submitted by the Defence PSUs/JVs with DPSUs/PSUs/Govt Entity in favour of Government of India, Ministry of Defence, equal to \_\_\_\_% of the Total Contract Price (excluding total Price of AMC/CMC/PBL, if any) i.e. for Rs..... (in words Rs..... only)..

3C.2 The Advance Payment Indemnity Bond shall be proportionately and automatically reduced until full extinction along with and prorate to the value of each delivery as evidenced by the corresponding copy of document proving delivery (Bill of Lading or Air Way Bill, as the case may be) and the invoices of deliverables supplied/provided.

### **ARTICLE 3D**

#### **ADDITIONAL BANK GUARANTEE FOR ESSENTIAL PARAMETER- B CASES**

(For Foreign Sellers Only)

3D.1 An Additional Guarantee will be submitted by the SELLER in the form of a bank guarantee by (SELLER's BANK.....) in favour of Government of India, Ministry of Defence, equal to \_\_\_\_\_% of the Total Contract Price (excluding total Price of AMC/CMC/PBL, if any) i.e. for US \$/Euro/PS£..... (in words US Dollars/Euro/PS .....only). The SELLER has the option to furnish multiple Bank Guarantees. However, in cases where the equipment fielded by the Seller emerging L1 has already been trial evaluated for Essential Parameters - B and found compliant to same, the Seller will not furnish an Additional Bank Guarantee for Essential Parameters – B.

3D.2 The prescribed format of the Additional Bank Guarantee is mentioned in **Annexure-IV (B)** to this Contract.

3D.3 The Additional Bank Guarantee shall be considered open upon receipt by BUYER's



bank.

### **ARTICLE 3E**

#### **ADDITIONAL BANK GUARANTEE FOR ESSENTIAL PARAMETER- B CASES**

(For Indian Sellers Only)

3E.1 An Additional Guarantee will be submitted by the SELLER in the form of a bank guarantee, in favour of Government of India, Ministry of Defence, equal to \_\_\_\_ % of the Total Contract Price (excluding total Price of AMC/CMC/PBL, if any) i.e. for Rs. .... (in words Rs. .... only). The SELLER has the option to furnish multiple Bank Guarantees. However, in cases where the equipment fielded by the Seller emerging L1 has already been trial evaluated for Essential Parameters - B and found compliant to same, the Seller will not furnish an Additional Bank Guarantee for Essential Parameters – B.

3E.2 The prescribed format of the Additional Bank Guarantee is mentioned at **Annexure-IV(B)** to this Contract.

3E.3 The Additional Bank Guarantee shall be considered open upon receipt by the BUYER's bank.

### **ARTICLE 4A**

#### **PERFORMANCE CUM WARRANTY BANK GUARANTEE**

(For Foreign Sellers only)

4A.1 A Performance cum Warranty Bank Guarantee will be submitted by the SELLER in the form of a bank guarantee by (SELLER'S BANK.....), in favour of Government of India, Ministry of Defence, equal to 5 % of the Total Contract Price (excluding taxes and duties and Total Price of AMC/CMC/PBL., if any) i.e. for US \$/Euro/PS £ ..... (in words US Dollars/Euro/PS..... only). The SELLER has the option to furnish multiple Bank Guarantees.

4A.2 The prescribed format of the Performance-cum-Warranty Bank Guarantee is mentioned at **Annexure IV (A)** of this Contract. The Performance-cum-Warranty Bank Guarantee shall be considered open upon receipt by the BUYER's bank.

4A.3 The Performance-cum-Warranty Bank Guarantee shall remain valid for a period of three months beyond the warranty period.

4A.4 In case any claim or any other Contractual obligation are outstanding, the SELLER shall extend the Performance-cum-Warranty Bank Guarantee as asked by the BUYER till such time the SELLER settles all claims and completes all Contract obligations.

4A.5 The Performance-cum-Warranty Bank Guarantee will be subject to encashment by the BUYER in case, condition regarding adherence to delivery schedule, warranties,

settlements-claims and other provisions of the Contract are not fulfilled by the SELLER. If at any stage, the Performance Guarantee is invoked by the Buyer either in full or in part, the Seller 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 Seller.

**ARTICLE 4B**  
**PERFORMANCE CUM WARRANTY BANK GUARANTEE**  
(For Indian Sellers only)

4B.1 A Performance cum Warranty Bank Guarantee will be submitted by the Seller in the form of a Bank Guarantee, in favour of Government of India, Ministry of Defence, equal to 5% (Five percent) of the Total Contract Price (excluding taxes and duties and Total Price of AMC/CMC/PBL, if any) i.e. for Rs\_\_\_\_\_ (in words Rs\_\_\_\_\_only). The SELLER has the option to furnish multiple Bank Guarantees.

4B.2 The prescribed format of the Performance-cum-Warranty Bank Guarantee is mentioned at **Annexure IV(A)** of this Contract. The Performance-cum-Warranty Bank Guarantee shall be considered open upon receipt by the BUYER's bank.

4B.3 The Performance-cum-Warranty Bank Guarantee shall remain valid for a period of three months beyond the warranty period.

4B.4 In case any claim or any other Contractual obligation are outstanding, the SELLER shall extend the Performance-cum-Warranty Bank Guarantee as asked by the BUYER till such time the SELLER settles all claims and completes all Contractual obligations.

4B.5 The Performance-cum-Warranty Bank Guarantee will be subject to encashment by the BUYER in case, condition regarding adherence to delivery schedule, warranties, settlements claims and other provisions of the Contract are not fulfilled by the SELLER. If at any stage, the Performance Guarantee is invoked by the Buyer either in full or in part, the Seller 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 Seller.

**ARTICLE 4C**  
**PERFORMANCE CUM WARRANTY INDEMNITY BOND**

(Applicable for Defence PSUs/ JVs with DPSUs or PSUs or Government Entities being issued RFP as a Nominated Production Agency or on an ab-initio single vendor basis only)

4C.1 A Performance cum Warranty Indemnity bond will be submitted by the Defence PSUs/JVs with DPSUs/PSUs/Govt Entity in favour of Government of India, Ministry of Defence, equal to 5% (Five percent) of the Total Contract Price (excluding taxes and duties and Total Price of AMC/CMC/PBL, if any) i.e. for Rs\_\_\_\_\_ (in words Rs\_\_\_\_\_only).

4C.2 The prescribed format of the Performance-cum-Warranty Bank Guarantee is mentioned at **Annexure IV(C)** of this Contract. The Performance-cum-Warranty Indemnity bond shall remain valid for a period of three months beyond the warranty period.

4C.3 In case any claim or any other Contractual obligation are outstanding, the SELLER shall extend the Performance-cum-Warranty Indemnity bond as asked by the BUYER till such time the SELLER settles all claims and completes all Contract obligations.

4C.4 The Performance-cum-Warranty Indemnity bond will be invoked by the BUYER in case, condition regarding adherence to delivery schedule, warranties, settlements claims and other provisions of the Contract are not fulfilled by the SELLER. If at any stage, the Performance Guarantee is invoked by the Buyer either in full or in part, the Seller 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 Seller.

**ARTICLE 4D**  
**PERFORMANCE BANK GUARANTEE FOR AMC/CMC**  
(For Foreign Sellers only)

4D.1 A Performance Bank Guarantee, will be submitted by the SELLER in the form of a bank guarantee by (SELLER'S BANK.....), in favour of Government of India, Ministry of Defence, equal to 5 % of the Total Price of AMC/CMC, excluding taxes, i.e. for US \$/Euro/PS £ ..... (in words US Dollars/Euro/PS..... only) prior to expiry/return of the PWBG of the Main Contract. The SELLER has the option to furnish multiple Bank Guarantees.

4D.2 The prescribed format of the Performance Bank Guarantee is to be as per **Annexure IV (A)** of this Contract. The Performance Bank Guarantee shall be considered open upon receipt by the BUYER's bank.

4D.3 The Performance Bank Guarantee shall remain valid for 03 months beyond the period of AMC/CMC.

4D.4 In case any claim or any other Contractual obligation are outstanding, the SELLER shall extend the Performance Bank Guarantee as asked by the BUYER till such time the SELLER settles all claims and completes all Contract obligations.

4D.5 The Performance Bank Guarantee will be subject to encashment by the BUYER in case, condition regarding adherence to operational availability, permissible downtime and other provisions of the Contract are not fulfilled by the SELLER.

**ARTICLE 4E**  
**PERFORMANCE BANK GUARANTEE FOR AMC/CMC**

(For Indian Sellers only)

4E.1 A Performance Bank Guarantee will be submitted by the SELLER in the form of a bank guarantee, in favour of Government of India, Ministry of Defence, equal to 5 % of the Total Price of AMC/CMC, excluding taxes, i.e. for Rs ..... (in words Rs..... only) prior to expiry/return of the PWBG of the Main Contract. The SELLER has the option to furnish multiple Bank Guarantees.

4E.2 The prescribed format of the Performance Bank Guarantee is to be as per **Annexure IV(A)** of this Contract. The Performance-cum-Warranty Bank Guarantee shall be considered open upon receipt by the BUYER's bank.

4E.3 The Performance Bank Guarantee shall remain valid for 03 months beyond the period of AMC/CMC.

4E.4 In case any claim or any other Contractual obligation are outstanding, the SELLER shall extend the Performance Bank Guarantee as asked by the BUYER till such time the SELLER settles all claims and completes all Contract obligations.

4E.5 The Performance Bank Guarantee will be subject to encashment by the BUYER in case, condition regarding adherence to operational availability, permissible downtime and other provisions of the Contract are not fulfilled by the SELLER.

#### **ARTICLE 4F**

##### **PERFORMANCE INDEMNITY BOND**

(Applicable for Defence PSUs/ JVs with DPSUs or PSUs or Government Entities being issued RFP as a Nominated Production Agency or on an ab-initio single vendor basis only)

4F.1 A Performance Indemnity bond will be submitted by the Defence PSUs/JVs with DPSUs/PSUs/Govt Entity, in favour of Government of India, Ministry of Defence, equal to 5% (Five percent) of the Total Contract price of AMC/CMC, excluding taxes, i.e. for Rs\_\_\_\_ (in words Rs \_\_\_\_\_ Only) prior to expiry/return of the PWBG of the Main Contract.

4F.2 The Performance Bank Guarantee shall remain valid for 03 months beyond the period of AMC/CMC.

4F.3 In case any claim or any other Contractual obligation are outstanding, the SELLER shall extend the Performance Indemnity bond as asked by the BUYER till such time the SELLER settles all claims and completes all Contract obligations.

4F.4 The Performance Indemnity bond will be invoked by the BUYER in case, condition regarding adherence to operational availability, permissible downtime and other provisions of the Contract are not fulfilled by the SELLER.

#### **ARTICLE 5A**

##### **PAYMENT TERMS**

(For Foreign Sellers only)

5A.1 The Accounting and Payment currencies shall be US Dollars/Euro/Pound Sterling/any other currency.

5A.2 The Total Contract Price referred to in Article 1 of the Contract shall be paid in accordance with the payment schedule at Annexure I.

5A.3 **Advance Payment.** \_\_\_\_\_% of Total Contract Price (excluding total Price of AMC/CMC/PBL, if any) being USD/Euro/Pound Sterling/ any other currency, shall be paid to the SELLER within 30 days of the receipt of the documents indicated at Article 2.2(a) through Bank Transfer, subject to correction and acceptability of the documents submitted.

5A.4 \_\_\_\_% of the Total Contract Price (excluding total Price of AMC/CMC/PBL, if any) being USD/Euro/Pound Sterling/ any other currency shall be paid to the SELLER through a documentary irrevocable Letter of Credit (LC), mentioned at **Annexure X**, to be opened by the BUYER as follows:-

- (a) The SELLER will give a notification to the BUYER about the readiness of goods for dispatch 45 days prior to the delivery of the consignment.
- (b) Consequent on receipt of the above notification, the BUYER shall open the LC before expiry of this period of 45 days provided a 5% Performance cum Warranty Bond for the Full value of the Contract has been received.
- (c) The LC will be opened in any Public Sector bank (as decided by the BUYER).
- (d) With SELLER's Bank, i.e. \_\_\_\_\_ Account No. \_\_\_\_\_ in favour of SELLER and will be valid for a period of \_\_\_\_\_ days/months from the date of opening.

**Note:** *Since the LC charges are fixed on per quarter basis, it may be ensured that LC validity is fixed in multiples of 90,180,270 days depending upon the delivery schedule. In case the delivery is in multiple consignments and there is a long delivery schedule more than one LC or revolving LC can be opened.*

5A.5 The payment under the LC (Relevant Article may be referred e.g Article 5A.4) shall be made against presentation of the following documents, by the SELLER to the **LC issuing** bank:-

- (a) SELLER's commercial invoice in sextuplicate, showing the number of the Contract, quantity and Denomination of the Equipment delivered and the amount.
- (b) Full set of Originals "Clean on Board" Bills of Lading/Air Way Bill (for payments against dispatch).
- (c) Packing List (six copies).

- (d) Certificate of Origin, duly stamped by the SELLER's Chamber of Commerce or self-certified by OEM.
- (e) Certificate of Conformity and Acceptance Test report (where applicable) at the Pre Despatch Inspection signed by BUYER's and the SELLER's Quality Assurance Department. In case BUYER's representative do not attend the PDI, then certificate issued by the BUYER that it does not wish to attend the PDI and Inspection and Acceptance certificate issued by the SELLER (for payments against dispatch).
- (f) Certificate of current manufacture from OEM.
- (g) Certified Receipt Voucher (CRV) by the BUYER (for payment against delivery).
- (h) Dangerous Cargo Certificate, where applicable.
- (j) Phyto-Sanitary/Fumigation Certificate, where applicable.
- (k) In case of training, a certificate from BUYER's representative that training program has been completed.
- (l) Export License from the SELLER's Government (if applicable).

5A.6 All expenses connected with establishment of the LC in India will be borne by the BUYER and those outside India will be borne by the SELLER.

5A.7 Where the extension of the validity of LC is necessitated, the bank charges for extension shall be borne by the party whose default causes such an extension.

5A.8 Transshipment may not be permitted for certain deliverables and/or under certain situations, *(as specified by the BUYER in RFP)*.

5A.9 Three copies of SELLER's Commercial Invoices, shipping documents **and** packing list will be sent by courier and fax by the SELLER to the BUYER (Wing of Service HQ to be specified) within 3 days after the equipment has been shipped. Intimation may also be forwarded to Ministry of Defence, South Block, New Delhi (Wing to be specified).

5A.10 The LC shall be subject to and shall be governed by the **extant** Uniform Customs and Practices for Documentary Credits issued by the International Chamber of Commerce.

5A.11 All payments will be carried out with reference to the number of this Contract.

5A.12 **On Final Acceptance and Installation/Commissioning.** The remaining \_\_\_\_% of the Total Contract Price (excluding total Price of AMC/CMC/PBL, if any) shall be paid within thirty (30) days after the date of the Acceptance Certificate & Certified Receipt Voucher (CRV) issued by the BUYER and other relevant documents as mentioned above for final payment, 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.

5A.13 **Balance Payment (if applicable).** The balance payment for \_\_\_\_\_ % of the Contract Price (excluding total Price of AMC/CMC/PBL, if any) shall be paid to the SELLER by LC/Bank Transfer within \_\_\_\_ days of completion of Joint Receipt Inspection (JRI) and Acceptance of goods against presentation of following documents:-

- (a) Copies of invoices (three copies).
- (b) Copy of JRI and acceptance certificate issued by the BUYER.
- (c) Any other relevant document indicated at Article 5.5.

5A.14 SELLER's bankers address and account number: -

\_\_\_\_\_

Account No.:

Sort code:

SWIFT Code:

5A.15 **AMC/CMC Payments.** (Note: This Para may be included if there is AMC/CMC clause in RFP). Quarterly/Half-yearly/Annually payments will be made by PCDA/CDA on submission of User clearance certificate through issue of cheque/ECS.

## **ARTICLE 5B** **PAYMENT TERMS**

(For Indian Sellers in cases excluding "Buy Global" (other than DPSUs in ab-initio Single Vendor Cases or as a nominated Production Agency))

5B.1 The total Contract Price referred to in Article 1 of this Contract shall be paid in accordance with the payment schedule at Annexure I.

5B.2 Advance Payment \_\_\_\_\_ % of Total Contract Price (excluding total Price of AMC/CMC/PBL, if any) being Rs \_\_\_\_\_ shall be paid to the SELLER within 30 days of the receipt of the documents indicated at 2.2(a), subject to correction and acceptability of the documents submitted.

5B.3 Balance payment will be made on \_\_\_\_\_ % of the Total Contract Price (excluding total Price of AMC/CMC/PBL, if any) on proof of dispatch and inspection note issued by the Inspecting Authority and \_\_\_\_\_ % will be paid on receipt of stores in good condition by the ultimate consignee. A certificate to that effect will be endorsed on the copy of Inspection note which shall accompany the bill submitted by the supplier. The payment will be made on production of following documents:-

- (a) Commercial Invoices (original copy)
- (b) SELLER Bills.

- (c) Inspection Acceptance Certificate demonstrating compliance with the technical specification of the Contractor to be issued by the beneficiary.
- (d) Packing list.
- (e) Warranty certificate from the SELLER.

5B.4 **On Final Acceptance and Installation/Commissioning.** The remaining \_\_\_\_% of the Total Contract Price (excluding total Price of AMC/CMC/PBL, if any) shall be paid within thirty (30) days after the date of the Acceptance Certificate & Certified Receipt Voucher (CRV) issued by the BUYER and other relevant documents as mentioned above for final payment, 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.

5B.5 The paying authority for this Contract is \_\_\_\_\_.

5B.6 In Shipbuilding cases, the payment will be made by PCDA/CDA who will release the payment through cheque/EFT to an Escrow Account as per modalities of Escrow Agreement signed between the BUYER, SELLER and Escrow account operating Bank at the time of signing of Contract.

5B.7 **AMC/CMC Payments.** (Note: This Para may be included if there is AMC/CMC clause in RFP). Quarterly/Half-yearly/Annually payments will be made by PCDA/CDA on submission of User clearance certificate through issue of cheque/ECS.

## **ARTICLE -5C** **PAYMENT TERMS**

[For Indian Sellers under Capital Acquisition, Category “Buy Global” (other than DPSUs in *ab initio* Single Vendor Cases or as a nominated production agency)]

5C.1 In all of these cases, Indian Sellers can exercise option to take payment either through LC or Bank Transfer. The Payments Terms would be regulated as given below:-

Clause	Where Supplier opts for payment through LC	Where Supplier opts for payment through Bank transfer
1	The Accounting and Payment currencies shall be Rupees only. However, Exchange Rate Variation (ERV), as per ERV provisions contained in Annexure I to Appendix L of Schedule I to Chapter II and Para 6 of Appendix F of Schedule I to Chapter IV, where permissible, shall be paid, only in INR.	
2	The components of total Contract price are as follows: <ul style="list-style-type: none"> <li>(a) Value of goods supplied - Basic cost of Goods including ESP, as per the Contract</li> <li>(b) Freight and Insurance - As per the Contract</li> <li>(c) Training charges and technical literature</li> <li>(d) Reimbursable expenses - Taxes and duties as admissible under the Contract</li> </ul>	



	<p>(e) AMC charges-As per the Contract</p> <p>(f) Installation and Commissioning charges- As per the Contract</p>	
3	<p>The total Contract price referred to in Article 1 of the Contract shall be paid <b>in accordance with the payment schedule at Annexure I.</b></p> <p>(a) Advance Payment. ____% of total value of goods supplied being ₹----- shall be paid to the SELLER, through Bank Transfer, within 30 days of the receipt of the following documents:</p> <p>(b) Advanced Payment Bank Guarantee as per Article 3B of the Contract.</p> <p>(c) Performance cum Warranty Bank Guarantee as per Article 4B of the Contract.</p> <p>(d) Any other specific document (like proforma invoice) if required.</p> <p><i>(<b>Note:</b> The second stage advance payment after completion of specific milestone may also be paid through Bank Transfer.)</i></p>	
4	<p>For the second/next stage payment the SELLER has the option to seek payment either through Bank transfer from the O/o of PCDA _____ or through LC.</p>	
5	<p>Where the SELLER opts for payment through LC, all payments except for the first stage payment as per clause 3 above shall be made by LC, as per following conditions:-</p> <p>(a) The SELLER will give a notification to the BUYER about the readiness of goods for dispatch 45 days prior to the delivery of the consignment.</p> <p>(b) Consequent on receipt of the above notification, the BUYER shall open the Letter of Credit through PCDA before expiry of this period of 45 days provided a 5% Performance cum Warranty Bank Guarantee for the Full value of the Contract has been received.</p> <p>(c) The LC will be opened with a Public Sector bank for ____% of the Contract Price <del>value</del> with the SELLER's Bank, i.e. _____ &amp; SELLER's Account No. _____. It will be valid for a period of _____ days/months from the date of opening.</p>	<p>Where the SELLER opts for payment through Bank Transfer payment shall be made as per following conditions:-</p> <p>(a) The SELLER will give a notification to the BUYER about the readiness of goods for dispatch 45 days prior to the delivery of the consignment.</p> <p>(b) Once a Supplier opts for payment through Bank Transfer, no changes in mode of payment would be permitted.</p>

	<p><b><u>Note</u></b> - Since the LC charges are fixed on per quarter basis, it may be ensured that LC validity is fixed in multiples of 90,180,270 days/months depending upon the delivery schedule. In case the delivery is in multiple consignments and there is a long delivery schedule more than one LC or revolving LC can be opened.</p> <p>(d) The payment against LC shall be made to the SELLER against presentation of the documents specified.</p> <p>(e) In the event of delay in opening the LC (reasons for which are solely attributable to BUYER), the delivery date will automatically stand extended to that extent. Formal amendment/certification from BUYER will be required as shipment date would have to be amended in SWIFT form accordingly.</p> <p>(f) All expenses connected with establishment of the LC in India will be borne by the SELLER.</p> <p>(g) Where the extension of the validity of LC is necessitated, the Bank charges for extension shall be borne by the party whose default causes such an extension.</p> <p>(h) Once a SELLER opts for payment through LC, no mid-way changes in mode of payment are permitted.</p> <p>(j) The LC shall be subject to and shall be governed by the instant Uniform Customs and Practices for Documentary Credits issued by the International Chamber of Commerce.</p> <p>(k) Any amendment in LC terms will be subject to BUYER's approval.</p>	
6	All payments will be carried out with reference to the number of this Contract.	
7	The Second/next Stage payment comprising _____% of the value of goods supplied and full freight and insurance (where admissible) thereon, shall be paid to	

	<p>the SELLER on submission of the following documents, in six copies each:</p> <ul style="list-style-type: none"> <li>(a) Commercial invoices in original.</li> <li>(b) Contractor's bill in original.</li> <li>(c) Certificate of Conformity and Acceptance test report at the Pre Despatch Inspection signed by BUYER's and the SELLER's Quality Assurance Department. In case BUYER's representative do not attend the PDI, then certificate issued by the BUYER that it does not wish to attend the PDI and Inspection and acceptance certificate issued by the SELLER.</li> <li>(d) Proof of Despatch (original copies of RR, P. Way bill of Lading, Airway bill as applicable).</li> <li>(e) Packing List.</li> <li>(f) Warranty certificate from the SELLER.</li> <li>(g) Certificate of current manufacture from OEM.</li> <li>(h) Insurance documents for 110% of the cost of consignment, except where the supply is Ex-Works.</li> <li>(j) Proof of Duty/Tax paid/reimbursable like deposition receipt/challan etc.</li> </ul> <p><b><u>Note-</u></b></p> <p><i>The Invoice and Seller's bill must show the Contract reference number, break-up of costs in terms of unit costs, total costs, exchange rate element, percentage rates of taxes and duties and amount payable/paid, in complete detail.</i></p> <p><i>(ii) Three copies of SELLER's Commercial Invoices, proof of dispatch, packing list and the specifications will be sent by courier and fax by the SELLER to the BUYER (Wing of Service HQ to be specified) within 3 days after the equipment has been shipped. Intimation may also be forwarded to Ministry of Defence, South Block, New Delhi (Wing to be specified).</i></p>	
8	<p>Payment of other components of Contract-</p> <ul style="list-style-type: none"> <li>(a) <u>Training</u>. Commercial invoice/Seller's bill, duly accepted by Contract executing authority and Certificate from BUYER's representative that training program has been completed.</li> <li>(b) <u>Reimbursable Expenses</u>. Based on documentary proof of actual payment against the Contract, issued by relevant statutory authority. Sellers may ensure submission of same with details of Contractual obligations</li> </ul>	<p>Payment of other components of Contract-</p> <ul style="list-style-type: none"> <li>(a) <u>Training</u>. Commercial invoice/Seller's bill, duly accepted by Contract executing authority and Certificate from BUYER's representative that training program has been completed.</li> <li>(b) <u>Reimbursable Expenses</u>. Based on documentary proof of actual payment against the Contract, issued by relevant</li> </ul>

	<p>completed and payments received. <b>This clause shall form part of LC.</b></p> <p>(c) <u>Installation and Commissioning Charges.</u> Commercial invoice/ Seller's bill, duly accepted by Contract executing authority and Certificate from BUYER's representative. <b>Documents in proof of rates claimed shall need to be annexed.</b></p> <p>(d) <u>AMC Charges.</u> Commercial invoice/ Seller's bill, duly accepted by Contract executing authority and Certificate from BUYER's representative.</p>	<p>statutory authority. Sellers may ensure submission of same with details of Contractual obligations completed and payments received.</p> <p>(c) <u>Installation and Commissioning Charges.</u> Commercial invoice/ Seller's bill, duly accepted by Contract executing authority and Certificate from BUYER's representative.</p> <p>(d) <u>AMC Charges.</u> Commercial invoice/ Seller's bill, duly accepted by Contract executing authority and Certificate from BUYER's representative.</p>
9	<p><u>Balance Payment.</u> The balance payment for ____% shall be paid to the SELLER against presentation of following documents:-</p> <p>(a) Copies of invoices (three copies). (b) Copy of JRI and acceptance certificate issued by the BUYER. (c) Seller's bill (d) Extended bank guarantee wherever required</p>	
10	<p>SELLER's bankers address and account number: -</p> <p>Bank Name: Branch Name: Account No.: Sort Code: SWIFT Code: IFSC Code RTGS No</p>	<p>SELLER's bankers address and account number:-</p> <p>Bank Name: Branch Name: Account No.: Sort Code: SWIFT Code: IFSC Code RTGS No</p>
11	Where admissible, tax deduction at source will be done <b>by the Bank releasing payment against LC.</b>	Where admissible, tax deduction at source will be done <b>by PCDA.</b>
12	Payment/recovery in terms of the Contract will be made <b>by the Bank releasing payment against LC.</b> All documents under the LC shall be delivered by the Bank to PCDA (through Trade Finance CPC, New Delhi).	Payment/recovery in terms of the Contract will be made <b>by PCDA.</b>

## ARTICLE 6

### MONITORING OF PROJECT BASED ON CONTRACTUAL MILESTONES

6.1 After placement of order, the BUYER reserves the right but not the obligation to monitor the progress of the project based on Contractual milestones to be achieved by the SELLER as specified in the table below:-

Sl	Milestone	Timeline (To+Weeks)	Remarks

*(Include the Contractual milestones specified in the RFP or as negotiated with the SELLER during Contract negotiations.)*

6.2 The Project Monitoring Meeting is to be organized at \_\_\_\_\_ months interval. The SELLER shall attend the progress monitoring meetings through its suitably qualified representatives and shall submit progress reports to the BUYER in the format (if any) specified.

6.3 In case the project does not proceed as per the Contractual milestone(s), the BUYER will have the right to invoke Termination of the Contract.

6.4 **For Shipbuilding Cases.** After placement of order the BUYER at his own expense may depute to the Shipyard at quarterly (or as considered necessary) intervals, teams of representatives to review and coordinate the progress of the commitments made for achieving the Contractual milestones by the SELLER as specified in table below:-

Sl	Milestone	Timeline (To+Weeks)	Remarks

*(Include the Contractual milestones specified in the RFP or as negotiated with the SELLER during Contract negotiations.)*

6.5 In case the project does not proceed as per the Contractual milestone(s), the BUYER will have the right to invoke Termination of the Contract.

## **ARTICLE 7** **SPECIFICATION**

7.1 The SELLER guarantees to meet the specifications as per **Annexure-II**, the statement of work as per **Annexure-III** and to incorporate the modifications to the existing design configuration to meet the specific requirement of the BUYER as per Annexure-V and modifications/requirements recommended after the confirmatory trials/MET, in the first off production model of (Year) to be supplied to the BUYER. All technical literature and drawing shall be amended as per the modifications by the SELLER before supply to the BUYER.

*(Note: The underlined language should be deleted in cases where it is not applicable, such as when confirmatory trials/MET are conducted prior to Contract award.)*

7.2 The SELLER, in consultation with the BUYER, may carry out technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way adversely affect the end specifications of the equipment. 'Changes in technical details, drawings repair and maintenance techniques alongwith necessary SMTs/STEs/Test Jigs as a result of upgradation/alterations will be provided to the BUYER free of cost within ( ) days of affecting such upgradation/alterations.'

## **ARTICLE 8** **QUALITY**

8.1 The quality of the deliverables (Goods and Services) according to this Contract shall correspond to the technical conditions and standards valid for the deliveries of the same deliverables in SELLER's country or specifications enumerated as per Article 7 and shall also include therein modifications to the deliverables suggested by the BUYER. Such modifications will be mutually agreed to. The SELLER confirms that the deliverables **contained in Annexure I** to be supplied under this Contract shall be new ie not manufactured before \_\_\_\_\_ (year of Contract) and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the SELLER in the past if any. The SELLER shall **provide documentation to confirm** interchangeability along with the changed part Nos.

8.2 QAP including the ATP is included at \_\_\_\_\_ Appendix of the contract. ATP will lay down the tests to be carried out during PDI and JRI. It shall be ensured that there are no repetition of QA tests in PDI and JRI. JRI would normally be restricted to quantitative checks only, except where check proof is required to be carried out. QA of equipment will be carried out as per finalised QAP in the contract. For technical trials by QA agencies, the Seller will arrange for requisite test facilities at OEM premises/accredited laboratories for establishing conformance. The Seller would also be required to provide those test facilities at OEM premises/accredited laboratories for quality assurance, which are not available with QA agencies.

## **ARTICLE 9**

### **PRE DESPATCH INSPECTION (PDI)**

*(To be included, if specified in the Acceptance Test Procedure)*

9.1 The BUYER representatives will carry out Pre Despatch Inspection (PDI) of the Equipment in order to check their compliance with specifications in accordance with Acceptance Test Procedures as finalised during Contract negotiation. Upon successful completion of PDI, the SELLER and BUYER will issue and sign a Certificate of Conformity as per specimen at **Annexure-V**. *(The format given is not sacrosanct and may be altered as per requirement of the equipment.)*

9.2 The SELLER shall intimate the BUYER and DGQA/DGAQA/DGNAI at least 45 days before the scheduled date of PDI. The time for visa formalities by the SELLER should

not be inclusive in this notice. The BUYER will send his authorised representatives to attend the PDI.

9.3 The list of BUYER's representatives together with their particulars including name, title, date and place of birth, passport numbers including date of issue and date of expiry, address, etc. must be communicated by the BUYER at least (No of days) in advance to apply for the necessary authorisations and clearances to be granted.

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

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

9.6 All costs associated with the BUYER's representative stay in (Name of country), including travel expenses, boarding and lodging accommodation, daily expenses, shall be borne by the BUYER.

9.7 In case of rejection of Goods during PDI, re-PDI will be undertaken at Seller's premises at Buyer's sole discretion. All expenses including transportation and accommodation of Buyer's PDI team will be borne by the Seller. Towards this, the expenses towards transportation and accommodation of Buyer's PDI team will be initially done by the Buyer and subsequently reimbursed by the Seller either by remittance or by recovery from the Balance Payment/PWBG. In the event of a failed PDI, the Seller shall consult the Buyer for rescheduling re-PDI.

## **ARTICLE 10**

### **PRESERVATION, PACKING AND MARKING**

10.1 The SELLER shall provide packing and preservation of the equipment and spares/goods Contracted as per \_\_\_\_\_ (standards as defined in RFP or International best practices/ relevant JSGs/DEFSTAN/STANAG) 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 of sufficiently strong material. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

10.2 The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the SELLER's country.

10.3 Each type of Spare, SMT, STE and accessories shall be packed in separate cartons. A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. A tag in English with said information shall also be attached to six samples of the item. If quantity Contracted is less than six then tag shall be affixed to complete quantity Contracted of the item. The cartons shall then be packed in packing cases as required.

- (a) Part Number:
- (b) Nomenclature:
- (c) Contract annex number:
- (d) Annex serial number:
- (e) Quantity Contracted:

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

10.5 The SELLER shall mark each package with indelible paint in English language as follows:-  
EXPORT

Contract No. -----

Consignee -----

Importer \_\_\_\_\_

Port/airport of destination -----

Ultimate consignee -----

SELLER -----

Package No. a/b -----

Gross/net weight: kg -----

Overall dimensions/volume: cm/cu m -----

Any statutory hazard markings and any handling markings including the mass of any package

The Packaging Label (military J, N or P, special H, commercial A etc) (specify reference to DEFSTAN 81-041 (Part 1)/STANAG-4280 or equivalent Military Standard.)



The SELLER's marking,

Where: a-Serial No. of package;

b-Total number of packages in this consignment.

10.6. If necessary, each package shall be marked with warning inscriptions:

<Top>, "Do Not Turn Over", category of cargo etc.

10.7. Should any special equipment be returned to the SELLER by the BUYER, the latter shall provide normal packing, which protects the equipment and spares/goods from the damage of deterioration during transportation by land, air or sea. In this case the BUYER shall finalise the marking with the SELLER.

## **ARTICLE 11**

### **DELIVERY**

11.1. The delivery of the Deliverables shall be completed in accordance with the schedule laid down in Annexure III. The importer of all the deliverables to India under this Contract shall be the BUYER. *(The Annexure should clearly specify the item, the quantity and the month from the effective date of the Contract as follows):-*

No	Equipment/Service	Quantity	Month from T <sub>0</sub>
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***Note:*** For large value and complex weapons acquisition programme, a complete programme schedule in the form of a PERT Chart should be attached with the Contract.

11.2. Port Consignee.

(a) Equipment.	(Concerned Embarkation HQ)	(b) Ammunition.
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11.3. Ultimate Consignee.

(a) Equipment.	Commandant (Name of Depot).
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(b) Ammunition.	Commandant (Name of Depot).
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11.4 The SELLER shall intimate to the BUYER by letter or fax, six weeks in advance, the anticipated date of delivery of each consignment. The information shall consist of quantities of the deliverables and all other details required in connection with the shipment of the consignment. A copy of similar intimation shall also be forwarded to:-

(a) Service HQs (Branches may be specified as DDG/PPO, MGO, AHQ etc).

(b) Government of India, Ministry of Defence, South Block, New Delhi.

(c) Commandant COD ultimate Consignee Depot.

(d) Commandant Port Consignee.

(e) DGQA, South Block, New Delhi/DGAQA, H Block, New Delhi/DGNAI, West

Block V, RK Puram , New Delhi.

11.5 Invoices and other dispatch documents shall be prepared in favour \_\_\_\_\_ (Fill details while Contract finalising).

11.6 Two copies each of dispatch documents as listed in LC documents shall be forwarded to the following addresses within 72 hours after the goods have been dispatched or earlier, if possible:-

- (a) Port Consignee.
- (b) Services HQrs, New Delhi-110011 (branch may be specified).
- (c) Ultimate consignee.

11.7 The SELLER will also forward a copy of the Air Way Bill and Commercial invoice by fax on the day of despatch to \_\_\_\_ (Branch may be specified).

## **ARTICLE 12**

### **TITLE AND RISK OF LOSS**

12.1 **Title.** The title of the equipment shall transfer to the BUYER as per delivery schedule in accordance with Article 11 and as per transportation INCOTERMS in accordance with Article 13 through acceptance of documents of title on completion of JRI/User Acceptance/Delivery to the Ultimate consignee, as the case may be (as specified in the RFP), in accordance with an indicative list of documents provided below (to be finalised during CNC as per relevance):-

- (a) Bill of lading;
- (b) Dock warrant;
- (c) Warehouse keeper's certificate;
- (d) Wharfingers' certificate;
- (e) Railway receipt;
- (f) Multimodal transport document;
- (g) Warrant or order for the delivery of goods; or
- (h) Any other document used in the ordinary course of business and as determined by the BUYER as proof of the title to the goods, or authorizing or purporting to authorize, either by endorsement or by delivery, the possessor of such documents with the title to the goods thereby represented.

The Parties shall accordingly execute such documents as may be necessary for effecting the transfer of title in favour of BUYER, in a manner indicated in this clause, upon date of acceptance or date of installation or date of commissioning [as applicable on a case to case basis]

12.2 It is clarified that notwithstanding such transfer of title to the BUYER, the SELLER agrees that any loss or damage incurred by BUYER due to any defect in title, quality and performance of the equipment, shall be to the account of the SELLER subject to and in accordance with the provisions of this Contract.

12.3 Notwithstanding the passing of title to the BUYER as mentioned herein, such passing of title shall not in any way absolve, diminish, or dilute the responsibilities and obligations of the SELLER and the SELLER shall continue to be responsible for the risk of loss or damage, in accordance with Clause 12.5, as follows:

- (a) For delivery of completed units, up to the date of acceptance; and
- (b) In cases of turnkey Contracts including repair facilities involving civil works, for stage-wise construction and commissioning at BUYER's premises, up to the date of installation/ commissioning of the completed stores/works, on final acceptance by the BUYER.

12.4 In case of termination, for reasons specified in Clause 22A.1, read with Clause 22A.2 to 22A.6 of this Contract, it is clarified that, the title of the partially built material shall be transferred upon its possession with the BUYER if the BUYER exercises his/her discretion to take over partially built material as per Article 22A.2. The methodology for accounting and physical handover of materials/ equipment shall be done at the book value certified by an independent auditors/ licensed surveyors, as determined by the BUYER from authorised firms or body corporate, set forth in Appendix [•] of this Contract. If the SELLER has reason to believe that the independent auditors/ licensed surveyors is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the BUYER and seek termination of appointment of such independent auditors/ licensed surveyors. Upon receipt of such representation, the BUYER shall hold a meeting with the SELLER and the independent auditors/ licensed surveyors for an amicable resolution of the dispute, and if any difference or disagreement between the BUYER and the SELLER remains unresolved, the dispute shall be settled as per the dispute resolution procedure.

12.5 **Loss**: If any loss or damage occurs to the equipment (or any part thereof) prior to the date of delivery or date of acceptance or date of installation or date of commissioning (as applicable on a case to case basis), the SELLER shall rectify such loss or damage to the equipment at its own cost in a manner that the equipment complies with requirements of this Contract.

### **ARTICLE 13** **TRANSPORTATION**

13.1 The stores shall be delivered as DDP..... (as per INCOTERMS 2020 or latest version).

13.2 The date of issue of the Certified Receipt Voucher (CRV) shall be considered as the date of delivery.

13.4 Part shipment of goods is permitted.

### **ARTICLE 14**

## **AIRLIFT**

14.1 Should the BUYER intend to airlift all or some of the stores the SELLER shall pack the stores accordingly on receipt of intimation to that effect from the BUYER. Such deliveries will be agreed upon well in advance and paid for as may be mutually agreed.

## **ARTICLE 15** **LIQUIDATED DAMAGES**

15.1 In the event of the SELLER's failure to submit the Bonds, Guarantees and Documents, supply the stores/ goods, perform services, conduct trials, installation of equipment, training and MET as per schedule specified in this Contract, the BUYER may, at his discretion withhold any payment until the completion of the Contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of **1/100** of the **delay percentage** {Delay percentage = (Period of Delay in Delivery in Weeks) x 100 / (Delivery Period in weeks as per Contract)} of the Contract Price of the delayed/ undelivered stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than **10%** of the Contract price of the value of delayed stores/ services (Any extension given by the BUYER for delay attributable to BUYER or Force Majeure Clause to be factored in delivery period).

15.2 In case the delay in delivery is attributed to the non-receipt of BFE as per mutually agreed schedule, the delivery period shall be extended accordingly without imposition of Liquidated Damages.

15.3 **LD for AMC/CMC/PBL** *(where applicable, to be as per RFP)*.

## **ARTICLE 16** **DENIAL CLAUSE**

16.1 In case the delay in delivery is attributable to the SELLER or a non-force majeure event, the BUYER may protect himself against extra expenditure during the extended period by stipulating a denial clause (over and above levy of LD) in the letter informing the supplier of extension of the delivery period. Any increase in statutory duties and/or upward rise in prices due to the Price Variation Clause (PVC) and/or any adverse fluctuation in foreign exchange are to be borne by the SELLER during the extended delivery period, while the BUYER reserves his right to get any benefit of a downward revisions in statutory duties, PVC and foreign exchange rate. Thus, PVC, other variations and foreign exchange clauses operate only during the original delivery period.

## **ARTICLE 17** **JOINT RECEIPT INSPECTION (JRI) IN INDIA**

17.1 The Parties agree that the Joint Receipt Inspection (JRI) of delivered goods shall be undertaken on arrival in India at location to be nominated by BUYER. JRI shall be completed within 120 \_\_\_\_ days (for armament/ammunition)/ 30 \_\_\_\_ days (for other than armament/ammunition) of arrival of goods at Port Consignee. JRI will consist of:-

(a) Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in this Contract and the invoices.

(b) Check Proof and firing shall be carried out for armament and ammunition, as per procedure and tests laid down by Indian DGQA/DGAQA/DGNAI (if applicable).

17.2 JRI will be carried out by the BUYER's representative. The BUYER will invite the SELLER with a minimum fifteen (15) days prior notice to attend the JRI for the delivered goods. The SELLER reserves the right not to attend the JRI. The bio data of the SELLER's representative will be communicated fifteen (15) days prior to the dispatch of goods to the BUYER for obtaining the necessary security clearance in accordance with the rules applicable in the BUYER's country.

17.3 Upon completion of each JRI, JRI proceedings and Acceptance Certificate (Certificate of Conformity) as per **Annexure VI**, will be signed by both Parties. In case the SELLER's representative is not present then the JRI proceedings and Acceptance Certificate shall be signed by the BUYER's representative only and the same shall be binding on the SELLER. Copy of JRI proceedings and Acceptance Certificate shall be dispatched to SELLER within 30 days of completion of JRI. In case of deficiencies in quantity and quality or defects, details of these shall be recorded in the JRI proceedings, Acceptance Certificate shall not be issued and claims raised as per Article on Claims in this Contract. In case of claims, Acceptance Certificate shall be issued by BUYER's representative after all claims raised during JRI are settled.

17.4 If the BUYER does not perform the JRI as per procedures mentioned above for reasons exclusively attributable to him, then the JRI in India shall be deemed performed and the equipment fully accepted.

17.5 In case, JRI necessitates unpacking to the extent that the preserved life of the goods is affected, SELLER is to undertake re-packing to restore the preserved life to the specified period at his own cost.

## **ARTICLE 18** **WARRANTY CLAUSE**

(To be amended as per requirement and no blanks to be left)

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

18.2. The SELLER warrants for a period of \_\_\_\_ months/years/operational hours from the date of acceptance of stores by Joint Receipt Inspection or date of installation and commissioning whichever is later/earlier (as applicable on case to case basis), that the goods/stores 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).

18.3 If within the period of warranty, the goods/services 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 \_\_\_\_ days of notification of such defect by the BUYER provided that the goods are used and maintained by the BUYER as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by user in log book. Spares and all consumables required for warranty repairs shall be provided free of cost by SELLER. The SELLER also warrants that the special oils and lubricants required for the warranty repair of the equipment shall be provided by the SELLER himself. All activities including diagnosis, rectification, calibration, transportation etc, required for making equipment serviceable and available would be the SELLER's responsibility. The SELLER also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the BUYER and the SELLER. The SELLER shall intimate the assignable cause of the failures.

18.4 SELLER hereby warrants that necessary service and repair back up during the warranty period, including routine maintenance beyond Unit Level (delete if CAMC/AMC is not part of the Contract), shall be provided by the SELLER and he will ensure that the cumulative downtime period for the equipment does not exceed \_\_\_\_\_ of the warranty period.

18.5 If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds \_\_\_\_\_% of the warranty period or a common defect is noticed in more than \_\_\_\_\_% 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 \_\_\_\_\_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.

18.6 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.

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

18.8 The SELLER warrants that the goods supplied will conform to the Temperature and Humidity conditions as mentioned at Appendix A to RFP.

***Note:** Wherever applicable the clause related to MTBF related warranties may be added as part of this Appendix*

## **ARTICLE 19**

### **INDIGENOUS CONTENT (IC)**

19.1 The SELLER commits to ensure minimum \_\_\_\_\_% Indigenous Content (IC) on cost basis of the Total Contract Price, excluding taxes and duties in case of Buy (Indian-IDDM), Buy (Indian) cases, Buy (Global-Manufacture in India), Buy (Global) (for Indian Sellers) or a minimum \_\_\_\_\_ % of IC on cost basis of the Make portion of the Contract in case of Buy & Make (Indian) & Buy & Make cases (as applicable). SELLER to adhere to the indigenisation plan as appended to this Contract **and specified in the DPR (where applicable)**. The SELLER also commits to comply with all provisions of **Appendix\*\_\_** to this Contract document, in this regard.  
(\*Appendix B to Chapter I of DPP 20)

## **ARTICLE 20** **CLAIMS**

20.1 The claims may be presented either:

- (a) **On Quantity of the stores.** In case it does not correspond to the quantity shown in the Packing List/Insufficiency in packing or,
- (b) **On Quality of the stores.** In case it does not correspond to the quality mentioned in this Contract.

20.2 The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to SELLER in the form at **Annexure-VII** to this Contract.

20.3 The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period at the earliest but not later than 45 days after expiry of the warranty period. The quality claims shall be submitted to SELLER in the form at **Annexure-VIII** to this Contract.

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

20.5 The SELLER shall collect the defective or rejected goods from the location nominated by the BUYER and deliver the repaired or replaced goods at the same location under SELLER's arrangement.

20.6 Claims may also be settled by deduction of cost of deliverables under claim from Bank Guarantees submitted by the SELLER or payment of claim amount by SELLER through demand draft drawn on Indian Bank, in favour of PCDA HQ, New Delhi, payable at New Delhi.

20.7 The quality claims will be solely raised by the BUYER and without any certification/countersigning by SELLER's representative stationed in India.

## **ARTICLE 21** **TAXES AND DUTIES**

21.1 All taxes, duties, levies and charges which are to be paid for the deliverables, including advance samples, shall be paid by the parties under the present Contract. All Indirect Taxes and Duties will be paid at actuals or as quoted by the SELLER, whichever is lower. In case of any change in the tax structure/rates by BUYER's Government, only incremental change will be paid. The same will not require any Contract amendment.

## **ARTICLE 22A** **TERMINATION**

*[Applicable for all cases other than Shipbuilding. For non-turnkey acquisition cases against Chapter II, where milestone payments are not usually applicable, only Clause 22A.1 is applicable. For Turn-key cases and other acquisition cases where milestone payments are involved, inclusion of Clauses 22A.2 to 22A.5 may be considered as necessary]*

**22A.1 Termination for Default in Delivery or Meeting Milestones by the SELLER:** The BUYER shall have the right to terminate this Contract in part or in full in any of the following cases:

- (a) The delivery of the complete material/services is delayed for causes not attributable to Force Majeure for more than \_\_\_\_ % (\_\_\_\_ percent) as related to the delivery period/ date of the relevant Lot/ Batch as per Contract\* or for a period greater than 50% of the scheduled delivery period for the overall Contract, whichever is earlier. In which case, the BUYER reserves the right to invoke the PWBG(s) and Advance Payment Bank Guarantees.
- (b) The achievement of a Contractual milestone, as specified at Article 6 of the Contract is delayed for causes not attributable to Force Majeure for more than \_\_\_\_ % (\_\_\_\_ percent), related to the relevant period for scheduled completion of the milestone as per Contract or scheduled completion of the subsequent milestone, whichever is later\*\*, In which case, the BUYER reserves the right to invoke the PWBG(s)s and APBG(s).
- (c) The SELLER is declared bankrupt or becomes insolvent. In which case, the BUYER reserves the right to invoke the PWBG(s) and APBG(s).
- (d) The delivery of material/services is delayed due to causes for Force Majeure by more than( [•] months).
- (e) The BUYER has noticed that the SELLER has utilised the services of any person, party, firm or institution engaged as Agent, in getting this Contract wherein



any payment is made or penalty is levied, directly or indirectly, on success or failure of the award of Contract including any such payment made or penalty levied to his Agents already intimated to MoD. In which case, the BUYER reserves the right to invoke the PWBG(s), IPBG and APBG(s).

(f) As per decision of Arbitration Tribunal (Article 24).

{Notes:

\*The batch/lot may be designated by the BUYER and percentage may be worked out by BUYER and set out in the Contract as the period of delay which would cause the amount of Liquidated Damages to reach the maximum as specified in Article 15 (Liquidated Damages), multiplied by a factor of 1.5.

\*\* The percentage, limited to 100, may be worked out by BUYER and set out in the Contract for certain designated milestones/non-deliverables. }

22A.2 In case of termination of the Contract due to reasons furnished at sub-clause (a) to (e) above, the BUYER at his/her sole discretion shall be entitled to take over the partially built material along with all the design, construction drawings, documents and all other material and equipment procured for the purpose of the project, by paying fair and reasonable value of the material/ equipment. The methodology for accounting and physical handover of materials/ equipment shall be done at the book value certified by an independent auditor(s)/ licensed surveyors, as determined by the BUYER from authorised firms or body corporate, set forth in Appendix [•] of this Contract. If the SELLER has reason to believe that the independent auditors/ licensed surveyors is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the BUYER and seek termination of appointment of such independent auditors/ licensed surveyors. Upon receipt of such representation, the BUYER shall hold a meeting with the SELLER and the independent auditors/ licensed surveyors for an amicable resolution of the dispute, and if any difference or disagreement between the BUYER and the SELLER remains unresolved, the dispute shall be settled as per the dispute resolution procedure. The SELLER shall be liable to provide the abovementioned, without any conditions, within a period of [•] days, unless otherwise agreed between the Parties.

22A.3 The material procured by the SELLER for the project needs to be maintained/ preserved/ protected in accordance with the guidelines of the OEM or good industry practice (*as the case maybe*) for the respective material or as per general engineering practices so as to preclude premature degradation in material state and/ or depreciation of value till the date of handing over to the BUYER or his representatives.

22A.4 If the SELLER fails to hand over the above material and information as per good industry practice, in accordance with Clause 22A.3 above, the BUYER or its representative shall have the right to subject the SELLER to debarment and / or action as per Applicable Law, at its discretion.

22A.5 Risk Purchase. Notwithstanding anything contrary contained in clause 22A.4 above, the BUYER reserves the right to procure requisite material from alternative sources at the SELLER's risk, responsibility and cost. The SELLER agrees that all costs incurred by the BUYER in the procurement of the material from alternative source for fulfilment of the SELLERs obligations under the Contract shall be recovered from the SELLER.

## 22A.6 **Termination in Public Interest:**

(a) The BUYER shall have the right to Terminate the Contract in whole or in part at any time by giving the SELLER a written notice, [•] days prior to such Termination. Upon expiry of the notice period, the Contract or relevant part thereof, shall be terminated without prejudice to the rights of the Parties. Where only part of the Contract is being terminated, the Parties shall have no further obligations in respect thereof unless expressly provided in the Contract, but shall continue to fulfil their respective obligations on all other parts of the Contract not being Terminated.

(b) The BUYER shall take over from the SELLER, at the book value certified by auditors/ licensed surveyors at fair and reasonable price, all unused and undamaged materials in the course of manufacture that are in the possession of the SELLER or supplied to the SELLER, at the date of termination; or compensate the SELLER by the equal amount duly adjusted by the recoverable value of the material as certified by auditors/ licensed surveyors or as determined by the BUYER.

(c) If the SELLER has reason to believe that the independent auditors/ licensed surveyors is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the BUYER and seek termination of appointment of such independent auditors/ licensed surveyors. Upon receipt of such representation, the BUYER shall hold a meeting with the SELLER and the independent auditors/ licensed surveyors for an amicable resolution of the dispute, and if any difference or disagreement between the BUYER and the SELLER remains unresolved, the dispute shall be settled as per the dispute resolution procedure. The SELLER shall be liable to provide the abovementioned, without any conditions, within a period of [•] days, unless otherwise agreed between the Parties.

(d) The BUYER's total liability under the provisions of this Contract shall be limited to the subsequent stage payment due for the equipment payable under the Contract (or relevant part), including any sums due or becoming due to the SELLER at the date of Termination.

## **ARTICLE 22B** **TERMINATION**

*[Applicable for Shipbuilding Contracts only]*

22B.1 **Termination for Default in Delivery or Meeting Milestones by the SELLER:** The BUYER shall have the right to terminate this Contract in part or in full in any of the following cases:

(a) The delivery of the complete material/**services** is delayed for causes not attributable to Force Majeure for more than \_\_\_\_ % (\_\_\_\_ percent), related to the relevant delivery period as per Contract\* or for a period greater than 50% of the scheduled delivery period for the overall Contract, whichever is earlier. In which case, the BUYER reserves the right to invoke the PWBG(s) and Advance Payment Bank Guarantees.

(b) The achievement of a Contractual milestone, as specified at Article 6 of the Contract is delayed for causes not attributable to Force Majeure for more than \_\_\_\_ %

(\_\_\_ percent) as related to the relevant period for scheduled completion of the milestone as per Contract or scheduled completion of the subsequent milestone, whichever is later\*\*, In which case, the BUYER reserves the right to invoke the PWBG(s) and APBG(s).

(c) The SELLER is declared bankrupt or becomes insolvent. **In which case, the BUYER reserves the right to invoke the PWBG(s) and APBG(s).**

(d) The delivery of material/**services** is delayed due to causes for Force Majeure by more than([•] months).

(e) The BUYER has noticed that the SELLER has utilised the services of any person, party, firm or institution engaged as Agent, in getting this Contract wherein any payment is made or penalty is levied, directly or indirectly, on success or failure of the award of Contract including any such payment made or penalty levied to his Agents already intimated to MoD. **In which case, the BUYER reserves the right to invoke the PWBG(s), IPBG and APBG(s).**

(f) As per decision of Arbitration Tribunal (Article 24).

{Notes:

\*The batch/lot may be designated by the BUYER and percentage may be worked out by BUYER and set out in the Contract as the period of delay which would cause the amount of Liquidated Damages to reach the maximum as specified in Article 15 (Liquidated Damages), multiplied by a factor of 1.5.

\*\* The percentage, limited to 100, may be worked out by BUYER and set out in the Contract for certain designated milestones/non-deliverables.}

## 22B.2 **Termination in Public Interest:**

(a) The BUYER shall have the right to Terminate the Contract in whole or in part at any time by giving the SELLER a written notice, [•] days prior to such Termination. Upon expiry of the notice period, the Contract or relevant part thereof, shall be terminated without prejudice to the rights of the Parties. Where only part of the Contract is being terminated, the Parties shall have no further obligations in respect thereof unless expressly provided in the Contract, but shall continue to fulfil their respective obligations on all other parts of the Contract not being Terminated.

(b) The BUYER shall take over from the SELLER, at the book value certified by auditors/ licensed surveyors at fair and reasonable price, all unused and undamaged materials in the course of manufacture that are in the possession of the SELLER or supplied to the SELLER, at the date of termination; or compensate the SELLER by the equal amount duly adjusted by the recoverable value of the material as certified by auditors/ licensed surveyors or as determined by the BUYER.

(c) If the SELLER has reason to believe that the independent auditors/ licensed surveyors is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the BUYER and seek termination of appointment of such independent auditors/ licensed surveyors. Upon receipt of such representation, the BUYER shall hold a meeting with the SELLER and the

independent auditors/ licensed surveyors for an amicable resolution of the dispute, and if any difference or disagreement between the BUYER and the SELLER remains unresolved, the dispute shall be settled as per the dispute resolution procedure. The SELLER shall be liable to provide the abovementioned, without any conditions, within a period of [•] days, unless otherwise agreed between the Parties.

(d) The BUYER's total liability under the provisions of this Contract shall be limited to the subsequent stage payment due for the equipment payable under the Contract (or relevant part), including any sums due or becoming due to the SELLER at the date of Termination.

### **ARTICLE 23**

#### **LAW**

23.1 The present Contract shall be considered and made in accordance to the laws of Republic of India. This Contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

### **ARTICLE 24A**

#### **ARBITRATION**

(For Foreign Sellers)

24A.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.

24A.2 Any dispute, disagreement or question arising out of or relating to this Contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within 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.

24A.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.

24A.4 The third arbitrator, who shall not be a citizen or domicile of the country of either of the parties or of any other country unacceptable to any of the parties shall be nominated by the parties within ninety (90) days of the receipt of the notice mentioned above, failing which the third arbitrator may be nominated under the provisions of Indian Arbitration and Conciliation Act, 1996 (as amended from time to time)<sup>18</sup> or by dispute resolution institutions like Indian Council of Arbitration and ICADR. In case, nomination of third arbitrator under Indian Arbitration and Conciliation Act, 1996 (as amended from time to time) or by dispute resolution institutions like ICA and ICADR are not acceptable to the SELLER, then the third arbitrator may be nominated by the President of International Chamber of Commerce, Paris, but the said nomination would be after consultation with both the parties and shall preclude any citizen with domicile of any country as mentioned

above. The arbitrator nominated under this Clause shall not be regarded nor act as an umpire.

24A.5 The Arbitration Tribunal shall have its seat in New Delhi or such other place in India as may be decided by the arbitrator.

24A.6 The Arbitration Proceedings shall be conducted in India under the Indian Arbitration and Conciliation Act, 1996 (as amended from time to time)<sup>18</sup> and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.

24A.7 The decision of the majority of the arbitrator shall be final and binding on the parties to this Contract.

24A.8 Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses of the third arbitrator shall be shared equally by the SELLER and the BUYER, unless otherwise awarded by the Arbitration Tribunal.

24A.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.

24A.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 the President of International Chamber of Commerce, Paris or dispute resolution institutions in India like Indian Council of Arbitration and ICADR to nominate another arbitrator as above.

24A.11 If the place of the third arbitrator falls vacant, his substitute shall be nominated according to the provisions herein above stipulated.

24A.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.

#### **ARTICLE 24B** **ARBITRATION**

(For Indian Private Sellers)

24B.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.

24B.2 Any dispute, disagreement or question arising out of or relating to this Contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within 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.

24B.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.

24B.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.

24B.5 The Arbitration Tribunal shall have its seat in New Delhi or such other place in India as may be decided by the arbitrator.

24B.6 The Arbitration Proceedings shall be conducted in India under the Indian Arbitration and Conciliation Act, 1996 (as amended from time to time)<sup>18</sup> and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.

24B.7 The decision of the majority of the arbitrators shall be final and binding on the parties to this Contract.

24B.8 Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses of the third arbitrator shall be shared equally by the SELLER and the BUYER, unless otherwise awarded by the Arbitration Tribunal.

24B.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.

24B.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.

24B.11 If the place of the third arbitrator falls vacant, his substitute shall be nominated according to the provisions herein above stipulated.

24B.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.

## **ARTICLE 24C**

**ARBITRATION**  
(For Central & State PSEs)

24C.1 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 for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 (as amended from time to time) shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorised by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

**ARTICLE 24D**  
**ARBITRATION**  
(For Defence PSUs)

24D.1 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 appointed by the Defence Secretary. The award of the Arbitrator shall be binding upon the parties to the dispute.

**ARTICLE 25**  
**PENALTY FOR USE OF UNDUE INFLUENCE**

25.1 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 forborne 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 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, 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.

25.2 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 favor 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.

## **ARTICLE 26** **AGENTS**

26.1 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 a Agent, including his Agents already intimated to MoD; to influence, manipulate or in any way to recommend to any functionaries of the Govt 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 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, commission 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.

## **ARTICLE 27** **FORCE MAJEURE**

27.1 Should any Force Majeure circumstances arise, each of the Contracting party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its Contractual obligations, if the affected party within (\_\_\_ days) of its occurrence informs in a written form the other party.

27.2 Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable and not brought about at the instance of, the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or



provided for and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, beyond the control of either party.

27.3 A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this Contract.

27.4 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.

## **ARTICLE 28**

### **NON DISCLOSURE OF CONTRACT DOCUMENTS**

28.1 Except with the written consent of the BUYER/SELLER, other party shall not disclose the Contract or any provision, specification, plan, design, pattern, or information with proprietary markings thereof to any third party, unless required by either Government of the Parties or by the SELLER's Suppliers solely for the purpose of performing the obligations under the Contract.

## **ARTICLE 29**

### **NOTICES**

29.1 Any notice required or permitted by this Contract shall be written in English language and may be delivered personally or may be sent by FAX, E-Mail, Registered Post, Speed Post or registered pre paid airmail, addressed to the last known address of the party to whom it is sent.

## **ARTICLE 30**

### **TRANSFER AND SUB-LETTING**

30.1 The SELLER has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof except, with the prior consent of the BUYER, in case of merger, amalgamation, consolidation, acquisition, change in control or similar transaction. For granting such consent, BUYER may require SELLER to enter into a Novation Agreement.

## **ARTICLE 31**

### **PATENTS AND OTHER INDUSTRIAL PROPERTY RIGHTS**

31.1 The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights.

31.2 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 have the sole responsibility to defend/settle such claim(s).** The SELLER shall be responsible for the completion of the supplies including spares, SMTs/STEs, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

**ARTICLE 31A**  
**BUYER'S RIGHT TO OPTIMISE LIFE CYCLE SUPPORT COSTS AND SYSTEM**  
**ENHANCEMENTS THROUGH INDIGENOUS ECOSYSTEM**

*(This clause is not applicable for fully funded Contracts for the design and development either directly or through DRDO or for the relevant part if design and development of any part of the Contract deliverables is fully funded)*

31A.1 **SELLER's IPRs.** BUYER acknowledges the Intellectual Property Rights of the SELLER associated with the Articles being supplied against this Contract and seeks to remunerate the SELLER the price as per provisions of this Contract for the supply of the Articles and IPR component associated, for owning the Article and its unlimited use and/or exploitation, as the case may be, through its life cycle and beyond. The BUYER takes note that the SELLER is liable to receive any further remuneration only if the SELLER's services towards its maintenance/ upkeep/ upgrade etc are utilised by the BUYER.

31A.2 **BUYER's Right.** The BUYER acknowledges that it shall be free to explore other prevailing designs, development and manufacturing ecosystem prevailing within India to design and manufacture equipment/ systems for platforms and assemblies/ sub-assemblies for equipment/ systems. The BUYER shall have the right to improve the performance of the platform/equipment/system by using alternative equipment/ systems/ weapons/ sensors/ assemblies from other Indian/ global sources. In order to utilise alternate resources for improving the performance/ utility/ supportability and optimising the obsolescence management/ life cycle costs of platforms/ equipment/ systems in service, the BUYER reserves the right to, subject to the provisions of this Condition and to the rights of third parties, undertake any or combination of the following:-

(a) Replace Equipment/ Systems/ Weapons/ Sensors/ assemblies with suitable substitutes either sourced from other global and/ or indigenous sources or have it exclusively and independently developed and interfaced with the Articles without infringing the SELLER's/Third Party's IPRs. Towards this, the BUYER may resort to any of the following to enable seamless interface/ integration:-

(i) Provide interface/ fitment details as physically drawn from the Article by their own efforts, without sharing the SELLERs documents with any third party.

(ii) Define the relevant interface protocols and requirements to the SELLER or seek modular design features in the Articles for ease of replacement on mutually agreeable terms between the BUYER and the SELLER.

- (iii) To seek SELLER's assistance for interfacing by paying a mutually agreeable and reasonable price. For the purpose of assessing the reasonability of the prices, the price may be compared with similar works charged by the SELLER and/ or other Contractors of equal standing. Any effort by the SELLER to seek exploitative pricing for such services may be deemed as unfair and monopolistic business practices and the BUYER may seek suitable remedy as deemed appropriate including legal remedy under Competition Act of India 2002.
- (iv) If replacement as at Para 31A.2(a) above requires any validation/ certification by the SELLER, the SELLER may provide the same against payment of fair and reasonable price as mutually agreed. The BUYER may expect such service as a matter of goodwill from the SELLER and expects that such service will not be denied unless for reasons of technical infeasibility. In any case, denial of such service from the SELLER or the BUYER's own choice may entail the BUYER to make alternative arrangements for such validation/ certification at his own risk.
- (b) Encourage the SELLER/ third party and the Indian industries to collaborate and manufacture such items under license either by mutual arrangement between them or through Inter Governmental Agreement, as maybe required.
- (c) To design, develop and produce general purpose trainers, simulators and associated equipment with respect to Articles;
- (d) To carryout modifications to suit the BUYERs specific requirements and improvements sought from time to time. In addition to the above, the SELLER hereby agrees to provide to the BUYER, the right to undertake improvements and upgrades in relation to the Article or any parts thereof, for no additional fee. The SELLER agrees that the BUYER, upon undertaking such improvements and upgrades will become and shall continue to remain the owner of such improved and upgraded Article and any intellectual property rights generated in respect of such improvements and upgrades shall unconditionally vest in the BUYER. The BUYER at its sole discretion shall register any such improvements and upgrades in relation to design, process or new Article under the provisions of Applicable Laws.
- (e) The BUYER shall ensure that information released to any third party under sub-clause 31A.2(d) is limited to the task for which the third party is engaged. The BUYER shall ensure that all disclosures to any third party shall be under express conditions of confidentiality between the BUYER and the third party.
- (f) To pursue such actions including the above and also to manufacture requisite spares by ab-initio design or reengineering for safe and unhindered use of Articles (including platform/ equipment/ systems), if the SELLER and/ or third parties fail to support the Articles or part thereof in a reasonable timeframe and price due to dynamics of obsolescence/ insolvency/ winding up operations/ suspension of production line/ corporate acquisitions etc and other reasons solely attributable to the them.

### **Conditions of Use**

31A.3 The rights set out at Para 31A.2 of this clause may be exercised by the BUYER (including its constituent departments) under the following conditions:-

- (a) The SELLER may forfeit the warranty on the Articles or part thereof if the above right is exercised during the warranty.
- (b) Where the Articles or any part thereof is not covered under maintenance by the SELLER. If the BUYER exercises any of the above options on an Article under maintenance by the SELLER, the SELLER shall have the right to exclude their maintenance liability on that part of the Article or cover it under mutual agreement.
- (c) The SELLER's assurance on the designed life of the Articles shall continue to cover the part unaffected by such modifications/improvements/upgrades. The SELLER shall continue to provide the product updates/ bulletins as applicable. Such updates/ bulletins need not take into consideration the modifications/improvements/upgrades carried out by the BUYER unless the work on interfacing/ validating/ certification is assigned to the SELLER by the BUYER or his representatives/ agents in sub-clause 31A.2 (a) (iii) and (iv) and if such items are manufactured under licence by the SELLER under sub-clause 31A.2 (b).
- (d) The right shall not dilute the SELLER's liability for providing product life support for the period laid down at Clause [.]

### **ARTICLE 32** **AMENDMENTS**

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

### **ARTICLE 33** **PRODUCT SUPPORT**

*(to be prepared as per RFP requirement for ESP/AMC/CMC/PBL)*

33.1 The SELLER agrees to provide Product Support for the stores, assemblies/subassemblies, fitment items and consumables, SMTs/STEs subContracted from other agencies/manufacture by the SELLER for a minimum period of (\_\_\_years) including (\_\_\_years) of warranty period after the delivery of (name of equipment). Even after the said mandatory period, the SELLER 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. The SELLER agrees to undertake **PRODUCT SUPPORT CONTRACT** for a minimum period of (\_\_\_months), extendable till the complete Engineering Support Package is provided by the SELLER, at a time, at terms and conditions mutually agreed between the SELLER and the **BUYER**. 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 SELLER prior replacement, the same is to be undertaken by the SELLER at reasonable cost.

33.2 In the event of any obsolescence during the above mentioned period of product support in respect of any component or sub-system, mutual consultation between the SELLER and BUYER/Indian manufacturer will be undertaken to arrive at an acceptable solution including additional cost, if any.

33.3 Any improvement/modification/up gradation being undertaken by (M/s name of company) on (name of equipment) or their sub suppliers will be communicated by the SELLER to the BUYER and, if required by the BUYER, these will be carried out by the SELLER at BUYER's cost.

33.4 The SELLER agrees to provide an Engineering Support Package as specified in Article 37 as modified after confirmatory MET at no extra cost. The SELLER agrees to undertake the repair and maintenance of the equipment, SMTs/STEs test set up, assemblies/sub assemblies and stores supplied under this Contract as **product support** Contract specified at para 33.1 above or provision of complete ESP to the BUYER viz EME whichever is later, as per terms and conditions mutually agreed between the SELLER and the BUYER.

*(Note: The underlined language should be deleted in cases where it is not applicable.)*

### **ARTICLE 33A**

#### **LIFE CYCLE SUPPORT CONTRACT**

*(To be included, if applicable, and as specified in RFP)*

33A.1. A life cycle support contract (LCSC) would be signed along with the main acquisition contract for all equipment. Life-cycle support for all types of equipment through its service life would be provided by the Seller through a LCSC, which inter-alia would include supply chain to ensure platform supportability and availability in accordance with specifications, supply of spares, special tools, repair of defective equipment / modules / LRUs, services of specialists, creation of maintenance eco-system, obsolescence management, etc.

33A.2 The Seller will provide life-cycle support through a Life Cycle Support Contract (LCSC) as per the agreed terms to provide product support for \_\_\_ years for supply of spares, repairs and Man-day rates of Specialists. The Seller would have to finalise the terms for the life time product support and the LCSC along with the current contract only. LCSC, will also include active obsolescence management, wherein even after the mandatory period, the Seller would be bound to give at least two years notice to the Government of India prior to closing the production line to enable a Life Time Buy of all spares. Under the LCSC, Spares and Repair support would be provided by the Seller through the following Rate contracts which would be signed with the main contract:-

- (a) **Itemised Spare Parts Price Lists (ISPPL).** ISPPL for all Spares or Line Replaceable Units (LRUs) of the equipment along with their Base price, annual escalation, delivery period and the MTBF (where applicable) be provided, at the time of submission of offer. The ISPPL shall also include details of the source, especially for items which are COTS, bought-out, proprietary, etc. ISPPL shall also indicate interoperability of spares across projects, in case spares/equipment is already inducted in the Indian Armed Forces. The Seller would submit a comprehensive Itemised Spare

Parts Price Lists (ISPPL) comprising the following: -

- (i) Complete Part Identification List (PIL) for all Spares or Line Replaceable Units (LRUs), along with corresponding unique part numbers. The list is not to be limited to MRLS (Depot spares) or On-board Spares (spares along with the system) and should comprise entire list of spares of the equipment.
- (ii) Base Price list of each of the spares along with annual escalation at time of submission of the offer.
- (iii) Delivery Period of each spare after receipt of Order.
- (iv) Mean Time Between Failure (MTBF), where applicable.
- (v) Terms and conditions for supply of spares.

**Table -Illustrative Format for Submitting Details of Spares**

Ser No.	Part No.	Description	Qty/MoQ (where applicable)	Unit Price List (along with annual escalation)	Delivery Period	If Recommended, as MRLS

*Note:- The following details be included in the spare parts submission offer:-*

- (i) *Sourcing of spares wrt COTS and Proprietary.*
- (ii) *Interoperability of spares across projects, in case the part/system/sub-system, etc. is already inducted in some other equipment currently in service with the Indian Armed Forces, or has been contracted for supply to the Indian Armed Forces.*

(b) **Repairable Items Price Lists (RIPL).** RIPL would comprise of all repairable sub systems/ blocks and units. Wherever applicable, source of components required for repairs of units should also be specified. RIPL will also indicate reparability of these in India. The Seller should submit the RIPL comprising the following:-

- (i) Complete catalogue of repairable spares (at LRU level), along with their Part numbers. Source of components required for repairs of units should also be specified, wherever applicable.
- (ii) Base Price list for repairs clearly indicating repairs that can be undertaken in India and at OEM premises. RIPL will comprise of all repairable sub systems/ blocks and units.
- (iii) Terms and conditions for undertaking repairs be specified.

- (i) Delivery Period after receipt of order must be mentioned.
- (ii) For imported equipment, the impetus is to undertake repairs in India. Repair list in such cases should clearly segregate the list of items that can be repaired in India and those that have to be undertaken to the OEM premises.

**Table - Illustrative Format for Submitting Details of Repairable Spares**

Ser No.	Part No.	Description	Repairs to be Undertaken		Unit Qty	Price (along with annual escalation)	Lists with	Delivery period
			In India	OEM premise				

*Note: - The following aspects to be ensured:-*

- (i) Repair costs to be all-inclusive (collection/delivery ex-Depot).
- (ii) Warranty post repairs will be as specified in the contract document.

(c) **Man-Day Rates for Services/Special Tools.** Man-day Rates for Services/Special Tools of Specialists (where applicable) should be specified corresponding to the categorisation of specialists, e.g. Designers, Engineers and Technicians, as applicable. Man-day Rates for hiring Special Tools, where applicable will also be provided.

**33A.3 Online Inventory Management System (OIMS).** *(Applicable for all cases beyond Rs 300 Crores. Optional for delegated power cases)*

To leverage information technology and ensure expeditious order placement as well as timely product support, the Seller, shall be required to provide an Online Inventory Management System (OIMS), as per mutually agreed format, to place Purchase/Repair Orders (as applicable) online. The OIMS shall also provide feature to track the delivery status of the items. Further the OIMS should provide dashboard for intimation on obsolescence and offer of lifetime buy along with provision for user to interact with the OEM for technical assistance etc. The detailed scope and features of OIMS shall be finalised during the negotiations on LCSC. The OIMS may be decided on case to case basis.

**33A.4 Active Technology Obsolescence Management.** Seller will indicate the methodology on how the Seller 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 Seller/OEM *(as applicable)* 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 item or option for life-time buy as under:-

- (a) The Seller/OEM *(as applicable)* will notify the Buyer not less than three years before the closure of its production line about the intention to close production of equipment for provision of purchasing spare parts, before closure of the said

production line.

(b) Three years prior to completion of design/service life of equipment, the Seller/OEM (as applicable) will submit techno-commercial proposal for upgradation of equipment, wherever applicable, to mitigate technology obsolescence and for ensuring product support for next 15 years.

#### **ARTICLE 34** **TRAINING**

34.1 The SELLER shall provide the following training to the personnel of the BUYER:-

(a) **Operator Training.**

(i) (\_\_\_) working days) at SELLER's premises, to a maximum of (\_\_\_) personnel in (\_\_\_) groups of (\_\_\_)each.

(ii) (\_\_\_) working days per group in India, to a maximum of (\_\_\_) personnel in (\_\_\_) groups of (\_\_\_)each.

(b) **Repair and Maintenance Course.**

(i) Field Repair/Maint. (\_\_\_weeks) at SELLER's premises for (composition of the team to be specified).

(ii) Base Repair/Maint. (\_\_\_weeks) at SELLER, premises for (composition of the team to be specified).

(c) The SELLER will provide training to the QA reps of the BUYER for ( ) working days on various aspects of quality assurance of equipment.

(d) The syllabus of training as above will be decided within \_\_\_ months of MET by the BUYER and shall meet the needs of repair and maintenance of the complete equipment, SMTs/STEs, test set up, assemblies/sub- assemblies as per the existing repair concept of Indian Army as covered under Article 37.

34.2 The training for the first group of operators and users will be organised and conducted so that its termination does not go beyond (\_\_\_ days) of the scheduled delivery of the first equipment. Training of second group of operator and users will be conducted within (\_\_\_) months thereafter. Repair and maintenance course will be conducted within (\_\_\_) months of signing of the Contract and before expiry of warranty.

#### **ARTICLE 35** **OPTION CLAUSE**

35.1 The BUYER shall have the right to place separate order on the SELLER on or before----- (----- year from the date of this Contract) for the main equipment, spares, facilities or services as per the cost, terms and conditions set out in this Contract up to a maximum of 50% quantity and during the original period of Contract provided there is no downward trend in prices. The price of the system, spares etc shall remain same till ----- year from the effective date of the Contract.



**ARTICLE 36**  
**BUYER FURNISHED EQUIPMENT (BFE)**

36.1 The following equipment will be provided by the BUYER at his own expense:-

- (a)
- (b)

(NAME OF THE EQUIPMENTS TO BE PROVIDED BY THE BUYER ALONGWITH THE MAIN EQUIPMENT) This provision is in addition to the provisions set forth in **Annexure III** (Statement of Work).

**ARTICLE 37**  
**ENGINEERING SUPPORT PACKAGE**

37.1 **Repair Philosophy.** The Engineering Support Philosophy shall conform to repair philosophy as follows:-

- (a) **'O' Level.** Includes Unit and Field Repairs (1<sup>st</sup> & 2<sup>nd</sup> Level).
- (b) **'I' Level.** Includes 3rd level Intermediate Repairs by Corps Zone workshop/Dockyard/Base Repair Depot or other similar service organisation.
- (c) **'D' Level.** Includes 4th level extensive Base overhauls, Depot level Repairs which are either routine and planned or necessitated due to major repairs/renewal requirements.

37.2 **Accompanied Accessories/User Replaceable Parts/Expendables.** Accompanied accessories/User Replaceable Parts/Expendables as per the list, which will be prepared by the BUYER within \_\_ months of completion of operator and operator trainer training. for the amount specified at Ser No \_\_ of Annexure I. The list of items required to be supplied will be taken from Appendix A to Annexure IX duly incorporating Adequacy Clause (Article 37.9 below refers).

37.3 **Spares.** Spares for carrying out maintenance and repair up to component level will be provided by the SELLER as per the list finalised by the Buyer in the MET, at no extra cost and within the amount specified at Ser No \_\_\_\_ of Annexure I. The list of spares required to be supplied will be taken from Appendix A to Annexure IX duly incorporating Adequacy Clause. The spares are required to be categorized in four categories as follows: -

- (a) Manufactured by Seller 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.

*(Note. The OEM Part No. /Identification No. of items in addition to Seller assigned part number are also required to be specified)*

**37.4 Special Maintenance Tools, Special Test Equipments and Test Jigs (SMTs/STEs/Test Jigs).** SMTs/STEs/Test Jigs for carrying out maintenance and repair up to ( ) level of repair will be provided by the SELLER as per the list finalised by the BUYER in the MET, at no extra cost and within the amount specified at Ser No\_\_\_\_ of Annexure-I. The list of equipment required to be supplied will be taken from Appendix A to Annexure IX duly incorporating Adequacy Clause.

**37.5. Technical Literature.** The SELLER shall provide \_\_ sets of Technical Literature. (Specify format to the SELLER if required). Inadequacy/voids in Technical Literature identified during the Maintenance Evaluation Trials will be rectified by the SELLER at the time of delivery of Technical Literature to the satisfaction of maintenance agency of the BUYER.

**37.6 Adequacy Clause.** The SELLER confirms to the BUYER that the range and depth of Accompanied Accessories/User Replaceable Parts/Expendables, Spares and SMT/STE/Test Jigs given in Appendix\_\_of Annexure\_\_of this Contract are complete and exhaustive for use and carrying out repairs up to ( ) level for the equipment procured under this Contract by the BUYER. Any additional items, spares, tools and equipment up to the lowest level needed for use, maintenance and repair will be supplied by the SELLER at mutually agreed prices within 60 days of receipt of notification from the BUYER for the period specified in Article 33 (PRODUCT SUPPORT). The SELLER also confirms to the BUYER that the overall cost of one set of complete list of spares and parts used to make one functional (Equipment \_\_\_\_ ) as per the specifications given at Annexure\_\_ (Technical Specifications) along with accompanied accessories as per Annexure\_\_ as per the cost given in Appendix\_\_of Annexure\_\_ will not exceed the cost of the equipment as given in Appendix. The SELLER also confirms that, if two different prices have been given for the same/similar item in Appendix\_\_to Annexure\_\_, then the lower price quoted will prevail. In case, the quoted accessories has several items viz Sampling Accessory Kit and add up price of these items is higher than the quoted price of the accessory then the price will be lowered/adjusted proportionately for the items. The BUYER would have the option to amend the MRLS proposed by the SELLER within\_\_\_\_years of the expiry of the warranty period. The SELLER would either 'Buy Back' the spares rendered surplus or exchange them on cost to cost basis with the spares as required by the BUYER. The said spares would be purchased/replaced by the SELLER, based on the prices negotiated in the Contract. The 'Buy Back' clause would not be applicable for additional spares included by the BUYER in MRLS during FET and SE stage, as brought out in the RFP.

**37.7** A malicious code certificate as given in Appendix K&M (Chapter II & IV respectively) to the RFP is attached herewith.

37.8 **Comprehensive Annual Maintenance Contract (to be included in lieu of 37.1 To 37.4 above in cases with CAMC).** The Repair and Maintenance of \_\_\_\_ will be catered through Comprehensive Annual Maintenance Contract (CAMC), inclusive of all spares, for \_\_ (in words) years post completion of warranty. The CAMC would include requisite periodic maintenance, defect rectification, calibration and certification, if any (as elaborated at Appendix K to the RFP). During the period of Warranty, the SELLER would undertake all preventive and corrective maintenance as required for CAMC (this clause is to be included in case no maintenance training is envisaged).

### **ARTICLE 38**

#### **ACCESS TO BOOK OF ACCOUNTS**

38.1 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 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 SELLERS and Agents engaged by him.

38.2 **Testimonial and Signature Clause.** The authorised representative of the SELLER should be shown to have been so authorised by the Resolution of the Board of Directors of the Company of the SELLER or duly authorised by the Memorandum/Articles of Association of the Company along with supporting documents for the same.

### **ARTICLE 39**

#### **SEVERABILITY**

39.1. Should any of the provisions of this Contract be found to be invalid, or unenforceable, the Parties agree to continue performance on the remaining provisions of the Contract not so affected, unless the ineffectiveness of such provision would result in such a material change as to cause completion of the transaction contemplated hereby to be unreasonable, in which case the Parties shall negotiate in good faith to reform the Contract. If the Parties are unable to reach agreement on a reformation of the Contract, they shall submit the issues to the disputes resolution process discussed in Article 24- Arbitration.

### **ARTICLE 40**

#### **SURVIVAL AFTER TERMINATION OR EXPIRATION**

40.1. The following Articles shall survive the Termination or expiration of this Contract (Articles to be added as appropriate):-

- (a) Arbitration
- (b) Non-Disclosure of Contract Documents
- (c) Title and Risk of Loss

- (d) Warranty
- (e) Law
- (f) Penalty for Use of Undue Influence
- (g) Patents and Other Industrial Property Rights

**LEGAL ADDRESSES OF THE CONTRACTING PARTIES**

1. Legal addresses of both Contracting parties:

SELLER

.....  
.....  
.....  
.....

BUYER:

GOVERNMENT OF INDIA  
MINISTRY OF DEFENCE  
SOUTH BLOCK  
NEW DELHI - 110011  
REPUBLIC OF INDIA

\*\*\*\*

**Annexure I**(Refers to Articles 1, 5 and 34 of  
Standard Contract Document)**STATEMENT OF PRICES AND QUANTITIES AND PAYMENT STAGES****1. Statement of Prices and Quantities**

Ser	Items	Qty	Unit Cost	Total Cost	Total Cost (including all taxes & duties)	Indicative Rate of Taxes & Duties used to arrive at Total Cost (as applicable)		Remarks
						GST/IGST (%)	Custom Duty (%)	
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)
A.	Cost of <b>Basic Equipment</b> . Full break-up details may be given.							
B.	Cost of <b>Installation / Commissioning/ Integration</b> (where applicable)							
B1	Cost of Buyer Nominated Equipment (if applicable)							
C	Cost of <b>Transfer of Technology</b> (where applicable).							
D.	Cost of <b>Manufacturer's Recommended List of Spares</b> as per the format given at Annexure I to Appendix E. In case equipment is already in usage, the spare parts requirement must be specific rather than being based on MRLS.							
E.	Cost of <b>Special Maintenance Tools and Special Test Equipment</b> as per format given at Annexure II to Appendix E.							
F.	Cost of <b>Operator's Manual and Technical Literature</b> (in English Language) including Illustrated Spare Parts List as per Annexure III to Appendix E.							
G.	Cost of <b>Training Aids</b> such as simulators, cut out models, films, charts etc as recommended by the supplier as per Annexure IV to Appendix E.							
H.	Cost of recommended period of <b>Training</b> excluding the cost of travel and boarding and lodging. This should be given under the following two heads as per Annexure IV to Appendix E. (a) In India. (b) Abroad.							
J.	<b>Cost of Preservation/De-preservation (if applicable)</b>							<b>To be paid on actuals</b>
K.	<b>Any other</b> cost (to be specified).							
L.	<b>Freight and Transit Insurance</b>							

Ser	Items	Qty	Unit Cost	Total Cost	Total Cost (including all taxes & duties)	Indicative Rate of Taxes & Duties used to arrive at Total Cost (as applicable)		Remarks
						GST/IGST (%)	Custom Duty (%)	
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)
	Cost (where applicable).							
M.	AMC/CMC/PBL Cost giving year-wise break-up (where applicable).							
N.	<b>Total Cost</b> (Total of Serial A to L)				#			# This will be used in determining L1 vendor (duly applying provisions of Para 1 above).
O.	<b>Foreign Exchange component</b> of the proposal. (for Indian Sellers only)							This will be with reference to Para 1.2.2 of Appendix L.
P.	<b>CDEC (if applicable)</b> , its authority and amount for which required.							

Total (in words)\_\_\_\_\_

## 2. **Stages of Payment**

### 2.1 **For cases other than Shipbuilding**

*(Note : The Payment and delivery schedule is to be incorporated as specified in the RFP and as ratified during CNC)*

#### 2.1.1. **For Delivery in a Single Lot**

SI	Activity	Delivery Timelines (T <sub>0</sub> + Wks)	Scheme for Payment	Scheme for submission and Return of Advance Payment Bank Guarantees	Remarks
(a)	Signing of Contract		10% of the total Contract price	APBG of equivalent amount to be submitted	SELLER may choose to provide multiple APBGs, if return is expected with each delivery
(b)	On submission of Detailed Project report (DPR) and Project PERT Chart.		5% of the total Contract price	APBG of equivalent amount to be submitted	<b>In case this stage is not required, 15% of total Contract price can be made on signing of Contract.</b>

(c)	On Delivery/Dispatch (as applicable) of all equipment/ system (and associated spares if applicable)		55 to 75% of the cost of Equipment/ System (and associated spares if applicable)	APBG is to be returned on completion of delivery of all equipment/ system (and associated spares if applicable).  In case delivery of documentation and/or training can be completed only on commissioning of the equipment and cost of documentation/training is substantial (5%-8%, as specified), then APBG is to be returned on pro-rata basis as per completion of delivery of equipment, documentation and training.	Percentage of payment for delivery of equipment/ system shall be decided on the complexity/ scope of installation, STW and commissioning.  In case Installation/ STW/ Commissioning is not required, the complete payments are to be done on completion of deliveries and APBG(s) are to be returned.
(d)	On delivery of documentation & Training		55 to 75% of the cost of documentation and training		
(e)	On Installation/ STW/ Commissioning and Final Acceptance and completion of delivery of documentation and training.		10 to 30% of the cost of deliverables		

### 2.1.2. For Delivery in Lots/ Batches

Sl	Activity	Delivery Timelines (T <sub>0</sub> + Wks)	Scheme for Payment	Scheme for submission and Return of Advance Payment Bank Guarantees	Remarks
(a)	Signing of Contract		15% of the total Contract price	APBG of equivalent amount to be submitted	SELLER may choose to provide multiple APBGs, if return is expected with each Lot/ Batch/ Delivery
(b)	On submission of Detailed Project report (DPR) and Project PERT Chart.		5% of the total Contract price	APBG of equivalent amount to be submitted	<b>In case this stage is not required, 15% of total Contract price can be made on signing of Contract.</b>
(c)	On Delivery of all equipment/ system				
(i)	1 <sup>st</sup> Lot/ Batch		55 to 75% of the cost of Equipment/ System of the Lot	APBG is to be returned on pro-rata basis on delivery of each lot/batch. APBG pertaining to documentation and training can be returned on delivery of a particular lot/batch (to be specified).	Percentage of payment for delivery of equipment/ system shall be decided on the complexity/ scope of installation, STW and commissioning.
(ii)	2 <sup>nd</sup> Lot/ Batch		55 to 75% of the cost of Equipment/ System of the Lot	In case delivery of documentation and/or training can be completed only on commissioning of the equipment and cost of	
(d)	Delivery of Documentation		85% of the cost of Documentati		

Sl	Activity	Delivery Timelines (T <sub>0</sub> + Wks)	Scheme for Payment	Scheme for submission and Return of Advance Payment Bank Guarantees	Remarks	
			on	documentation/training is substantial (5%-8%, as specified), then APBG is to be returned on pro-rata basis as per completion of delivery of equipment, documentation and training.		
(e)	Completion of Training		85% of the cost of Training			
(f)	On Installation/ STW/ Commissioning and Final Acceptance					
(i)	1 <sup>st</sup> Lot/ Batch		10 to 30% of the cost of Equipment/ System of the Lot			
(ii)	2 <sup>nd</sup> Lot/ Batch		10 to 30% of the cost of Equipment/ System of the Lot			

**2.2 For Shipbuilding Cases.** The Vessel Cost (Total of SIs (b) to (k) of Appendix G of Schedule I to Chapter IV of DPP, excluding Cost of ToT) will be paid as per following stages on completion of respective stage activity (The Vessel Cost will not include Costs towards Handling of B & D Spares and Project Monitoring System, the payment stages of which have been specified at Paras 1(e) and 1(f) of Appendix F of Schedule I to Chapter IV of DPP respectively. The Payment Stages of ToT, if applicable, will be specified separately):-

2.2.1 For Commissioned Vessels. **15** stages payment with pre-requisites as elaborated below:-

Stage	% of Vessel's Fixed cost	Activity	Schedule To be finalised during CNC
I	10%	With signing of Contract (10% of Contract cost)	
II	10%	(a) Proof of ordering Steel/Hull Construction Material (b) Submission of Cardinal date programme/Production PERT	
III	5%	(a) Submission of Drawing Schedule (b) Submission of detailed network of activities including Work Breakdown up to launching of vessel (c) Submission of main hull structural drawing (d) Order for all major pre-launch items finalised and placed	
IV	5%	(a) Completion of 10% physical progress of construction and submission of weight analysis for first ship of the series only (b) Submission of equipment installation schedule	



Stage	% of Vessel's Fixed cost	Activity	Schedule To be finalised during CNC
V	5%	(a) Completion of 15% physical progress of construction and submission of weight analysis for first ship of the series only (b) Completion of main engines, gear box girders & seatings/m/c seatings as applicable to erecting of 60% hull	
VI	5%	(a) Completion of 25% physical progress of construction and submission of weight analysis for first ship of the series only (b) All access holes to be cut and preparation of main seatings in m/c compartment (c) Placement of order for major equipment & systems affecting conduct of basin trials	
VII	5%	(a) Pressure test of built in tanks (b) Manufacture/procurement of W/T doors and hatches (c) Submission of network of balance activities upto delivery alongwith resource allocation	
VIII	10%	(a) Completion of installation of machinery, equipment & fittings with the associated system required for reaching pre launch stage and submission of weight analysis for first ship of the series only (b) Launching of the vessel or equivalent stage of construction reached	
IX	5%	Completion of 40% physical progress of construction and submission of weight analysis for first ship of the series only	
X	5%	Completion of 60% physical progress of construction and submission of weight analysis for first ship of the series only	
XI	5%	Completion of 85% physical progress of construction and submission of weight analysis for first ship of the series only	
XII	10%	Completion of Basin trials	
XIII	5%	(a) Completion of inclining experiments and submission of weight analysis for first ship of the series only and draft survey for subsequent ships (b) Successful completion of CST (c) Completion of Training	
XIV	5%	(a) Successful completion of FMT (b) Stowage of all Onboard Spares (c) All documentation, drawings, manuals for the ship to be made available to the concerned agencies as per specifications (d) Completion of first reading of D-448 and acceptance of vessel	
XV	10%	All defects/ deficiencies and Contractor's liabilities including guarantee repairs/dry docking to be completed.	

2.2.2 For Yard Craft, Auxiliaries. Seven stages payment with pre-requisites as elaborated below:-

Stage	% of Vessel's cost	Activity	Pre-Requisites
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I	10%	On signing of the Contract (10% of Contract cost)	On submission of bank guarantee of equal value and Performance-cum-Warranty Bond of 5% of the Contractual cost. DPSUs may submit indemnity bond, when nominated.
II	20 %	(a) Proof of ordering of steel/Hull Construction Material (b) Submission of cardinal date programme/production PERT. (c) Submission of drawing schedule (d) Submission of main hull structural drawings. (e) Order for all major pre-launch items finalised and placed. (f) Erection of 40 % hull. (g) Submission of equipment schedule. (h) Completion of main engines, Gear box girders & seatings/machinery seatings as applicable to erection of 40% hull.	To be certified by Owner's rep/Overseer.
III	10 %	(a) <i>Completion of main engines, gear box girders &amp; seatings/machinery seatings as applicable to erection of 70% hull.</i> (b) All access holes to be cut and preparation of main seatings in machinery compartments. (c) Manufacture/procurement of W/T doors and hatches (d) Pressure test of built in tanks. (e) Submission of network of balance activities.	To be certified by Owner's rep/Overseer.
IV	10 %	(a) Erection of 100 % main hull (b) Placement of order for major equipment & system affecting conduct of basin trials (c) Pressure test of built in tanks (d) Submission of network of balance activities	To be certified by Owner's rep/Overseer.
V	15%	(a) Completion of installation of machinery, equipment and fittings with the associated systems required for reaching pre launch stage. (b) Launching of the vessel or equivalent stage of construction reached <i>Note: If large amount of machinery is to be placed after the launch of the vessel, this stage may be split into two @ 10% or 7.5% each.</i>	To be certified by Owner's rep/Overseer
VI	30%	(a) Completion of Basin Trials. (b) Completion of inclining experiment and draft survey for subsequent crafts. (c) Successful completion of Contractor's sea trials (form part of vessel acceptance trials). (d) Successful completion of final machinery trials. (e) Stowage of all on-board spares. (f) All documentation, drawings, manuals for the ship to be made available to the concerned agencies as per specifications. (g) Completion of first reading of D-448 and acceptance of the vessel.	To be certified by Owner's rep/Overseer.
VII	5%	All defects, deficiencies and Contractor's liabilities including guarantee repairs & dry docking to be completed.	

**Annexure II**  
(Refers to Article 1 and 6 of  
Standard Contract Document)

To Contract No. \_\_\_\_\_

Dated: \_\_\_\_\_

**TECHNICAL SPECIFICATION**

All Technical parameters listed in terms of size, weight, performance, operating environment, power, utility life storage shelf life etc, both in terms of essential and desirable levels as applicable to the equipment.

(The Technical parameters of the equipment being Contracted also to be included)

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**Annexure III**  
(Refers to Article 10 and 33 of  
Standard Contract Document)

To Contract No. \_\_\_\_\_

Dated : \_\_\_\_\_

**STATEMENT OF WORK (SOW) AND DELIVERY SCHEDULE**

1. General.
2. Abbreviations/Definitions.
3. Equipment, Materials And Services

The SELLER shall deliver the goods and perform services as following:

3.1 Deliverable Items and Schedule and Definition of composition of Lots/Batches:

3.1.1 To be as specified at Annexure I of the Contract

3.1.2 Delivery Schedule.

Ser No	Equipment/Service	Quantity	Month (from effective date)	Place of Delivery
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3.2 Modifications to be incorporated in (Name of Equipment).

3.3 BUYER Furnished Data and Equipment.

4. **Integrated Logistic Support (ILS).**

4.1 The maintenance of the (Name of Equipment) shall be carried out at Field and Base Level by BUYER's personnel after receiving Maintenance Documentation, CBTs Training, Special Test Equipment (STE) and test set up and Spare Parts.

4.2 The ILS package will support the following maintenance tasks: (All tasks to be listed)

4.2.1 Field

4.2.2 Base/Component Level.

4.3 Training & Documentation. (All details of trg to be incorporated)

4.3.1 Field Maintenance Training and Documentation.

No	Description	No of pers.	Duration	Month (from ED)	Remarks
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4.3.2 Base Maintenance Training and Documentation.

No	Description	No of Persons	Duration	Month (from ED)	Remarks
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4.4. Special Test Equipment and Test Setup

4.4.1 For Field Maintenance Test Equipment.

4.4.2 For Base/Component Level Maintenance.

No	Description	No of Persons	Duration	Month (from ED)	Remarks
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**BUYER Furnished Test Equipment**

No	Description	Qty	Month (ARO)	Remarks
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**Annexure IV**  
(Refers to Articles 3A and 3B of  
Standard Contract Document)

**ADVANCE PAYMENT BANK GUARANTEE**

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. \_\_\_\_\_ (No. of Contract), dated \_\_\_\_\_ (Date of Contract) 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. \_\_\_\_\_ being \_\_\_\_\_ payment of \_\_\_\_\_ % of the total value of Rs. \_\_\_\_\_ 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. \_\_\_\_\_.

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 part shipment/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 Rupees \_\_\_\_\_ (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)

\*\*\*\*\*

**PERFORMANCE-CUM-WARRANTY BANK GUARANTEE**

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. \_\_\_\_\_ which is 5% of the Total Contract Price to cover 5% of total Contract value 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 (5% of total Contract Value) \_\_\_\_\_ Rupees 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. upto \_\_\_\_\_.



7. Subject to the terms of this Bank Guarantee, the issuing bank hereby irrevocably authorizes the beneficiary to draw the amount of upto Rs. \_\_\_\_\_ (5% of total Contract value) 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 value (Rs. \_\_\_\_\_ 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. \_\_\_\_\_ (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 upto \_\_\_\_\_ (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)

**ADDITIONAL BANK GUARANTEE FOR  
ESSENTIAL PARAMETER-B CASES**

To

The \_\_\_\_\_,  
Ministry \_\_\_\_\_,  
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 \_\_\_\_\_ hereinafter referred to as the said Contract) with M/s \_\_\_\_\_ (hereinafter referred to as SELLER) for supply of goods as per Contract to the said BUYER and whereas the SELLER has undertaken to produce a bank guarantee for (%) of total Contract value amounting to Rs. \_\_\_\_\_ to secure its obligations towards meeting the Essential Parameters B to the BUYER.

2. We, the \_\_\_\_\_ bank hereby expressly, irrevocable and unreservedly undertake and the guarantee as principal obligors on behalf of 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 meeting the Essential Parameter B, we will pay you, on demand and without demur, all and any sum up to a maximum of Rupees \_\_\_\_\_ only. 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 release from the undertaking and guarantee by any arrangements, variations made between you and the SELLER, indulgence to the SELLER by you, or by any alternations 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 Guarantee shall remain valid until \_\_\_\_\_ as specified in the Contract.

7. 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.

8. Notwithstanding anything contained herein above:-

(a) Our liability under this Guarantee shall not exceed Rupees \_\_\_\_\_ (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 authorized signatory

(Signature with seal)

\*\*\*\*\*

**INDEMNITY BOND FOR PERFORMANCE-CUM-WARRANTY**

1. This deed made on this \_\_\_\_\_ day of \_\_\_\_\_ by M/s \_\_\_\_\_, a company registered under The Companies Act 2013 having its registered office at \_\_\_\_\_ and acting through its corporate office at \_\_\_\_\_ hereinafter referred to as the "SELLER").
2. Whereas MoD, New Delhi acting on behalf of the President of India (hereinafter referred to as "BUYER") has placed a Contract No \_\_\_\_\_ dated \_\_\_\_\_.
3. And whereas, the SELLER has agreed to execute this Indemnity Bond for performance-cum-warranty on the terms and conditions appearing hereinafter.
4. It is hereby agreed and declared by the SELLER that:-
  - (a) The SELLER shall duly and faithfully perform its obligation under the said contract and comply with the conditions in the said contract.
  - (b) The SELLER shall, in as much as with its control, refrain from such actions or actions as may cause loss, injury, damage to the BUYER.
  - (c) In the event of breach/default by the SELLER in complying and in case the breach/default is not remedied by the SELLER up to period of the notification of the breach/default by the BUYER, the SELLER shall indemnify to the BUYER, to the extent of { \_\_\_\_\_ (₹ \_\_\_\_\_ only) being \_\_\_\_\_ % of the contract value of { \_\_\_\_\_ (₹ \_\_\_\_\_ only) of any direct losses or damages suffered by the BUYER due to failure of the SELLER.
  - (d) The SELLER shall be fully discharged of its obligations under this bond on meeting its liability as per Para c above which shall be restricted to the limit as provided at Para c above.
  - (e) The SELLER shall not be liable for any breach/default arising out of force majeure situation or due to any default, action, inaction or failure on the part of the BUYER. The liability of the SELLER under this bond shall remain and in full force until the fulfilment of the obligations of the SELLER under the said Contract.
  - (f) The SELLER hereby expressly, irrevocably, and unreservedly undertake and guarantee that in the event that the beneficiary submits a written demand to SELLER stating that they have not performed according to the warranty obligations for the PRODUCTS as per said Contract, SELLER will pay BUYER on demand and without demur any sum up to maximum amount of \_\_\_\_\_ % of the contract value. BUYER'S written demand shall be conclusive evidence to SELLER that such repayment is due under the terms of the said contract. SELLER undertakes to effect payment within \_\_\_\_\_ days from receipt of such written demand.

(g) The amount of warranty/guarantee shall not be increased beyond \_\_\_\_ %. Unless a demand under this warranty/guarantee is received by SELLER in writing on or before the expiry date (unless this warranty/ guarantee is extended by the SELLER) all rights under this guarantee shall be forfeited and SELLER shall be discharged from the liabilities hereunder. This warranty/guarantee is personal to the BUYER and not assigned to a third party without prior written permission.

5. This Indemnity Bond for Performance-cum-Warranty guarantee shall be governed by Indian Law.

For -----

Signature:

Name:

Witness

Signature :

Name :

1.

2.

\*\*\*\*\*

**Annexure V**  
(Refers to Article 9 of Standard  
Contract Document)

To Contract No. \_\_\_\_\_

Dated : \_\_\_\_\_

**MODIFICATIONS TO BE INCORPORATED**  
**AS PER REQUIREMENTS OF THE**  
**SERVICE HQ**

(To be elaborated depending on the modification existing if any with the SELLER or  
modifications required for suiting the BUYER's requirements)

\*\*\*\*\*

**Annexure VI**

(Refers to Article 14.3 of  
Standard Contract Document)

**CERTIFICATE OF CONFORMITY**

Date:

No:

Product

Name:

Product

No: Lot No

: Quantity:

Contract

No:

Packaging List No:

THIS IS TO CERTIFY THAT THE ABOVE MENTIONED PRODUCT HAVE  
SUCCESSFULLY PASSED ALL THE ACCEPTANCE TESTS IN ACCORDANCE WITH  
THE RELEVANT SPECIFICATIONS AND DRAWINGS.

( )

( )

( )

( )

( )

( )

\*\*\*\*

## **Annexure VII**

(Refers to Article 20.2 of  
Standard Contract Document)

### **QUANTITY CLAIM**

To the Contract No .....

Dated .....

CLAIM PROTOCOL NO .....

Laid down

.....

For inter/tare storage

Commission, consisting of Chairman ..... and  
Members ..... having  
examined the state of the delivered equipment ascertained as follows:-

1. The equipment was delivered by M/s.....  
against Bill of Lading No ..... of  
..... in the quantity of one collie with the Marking  
..... Case No.....

2. The obtained equipment is delivered under Contract  
No..... Item Srl No ..... Cost .....

3. The state of packing and seals on goods packages, correspondence of the gross weight  
and the weight indicated in the way bills (packing lists) Nos of the collies are to be pointed  
out ..... Condition of the collie  
..... Gross weight of the  
collie..... Net weight of the  
collie.....

4. While unpacking the goods packages, the following discrepancy between the shipping  
documents (packing lists as the packed equipment was discovered/separately for each  
package

.....  
.....  
.....

5. Conclusion of the commission .....

.....  
.....  
.....

6. The following documents confirming the justification of the complaint are attached to



the report (Packing list, photos of the damaged sports and others)  
.....  
.....

Chairman .....

Members .....

Place and date of issue .....

\*\*\*\*

**Annexure VIII**

(Refers to Article 20.3 of  
Standard Contract Document)

**QUALITY CLAIM**

To the Contract No .....

dated ..... CLAIM PROTOCOL NO .....

Laid down on

Concerning (Name of the claimed equipment) Commission

Members .....

Chairman .....  
.....

The Commission has acquainted with the claimed equipment and made the following decision:-

1. .... Serial No.....

.....  
(equipment)

Production by the ..... Made by the manufacturer .....

..... (date of manufacture)

No of running hours ..... With guarantee period of .....  
(completed)

.....  
.....  
(years, months)

From the beginning of operation, the product has been operating for ..... hours.

2. Indicate operation conditions of the equipment .....

.....  
(State type of fuel and oil used during operation of the equipment)

3. Description of the defect .....  
(the date and circumstances under which the defect was ascertained, short description of the probable causes and probable consequences of the defect)

4. List of units (or their parts)

(defective equipment will remain in that organisation store-room when it has been operating till arrival of the SELLER's instruction)

5. Conclusion of the Commission

.....  
.....

(on investigation the commission decided that the claimed equipment is not serviceable and that it must be subject to repair or must be replaced with a new equipment. The kind of repair and place where the repair should be carried out are to be stated).

The following parts are required for the repair of the equipment (or its parts):-

.....  
.....  
.....

The defect occurred ..... within the guarantee period from the reason as follows

.....  
.....

..... The costs of the repair of the equipment or its parts

.....  
.....  
.....

The defect occurred ..... within the guarantee period from the reason as follows ...

.....  
.....

..... The costs of the repair will be debited to  
(..... manufacturer/owner.....)

To settle the claim, the SELLER has to replace the equipment and dispatch the unit and other parts, indicate the parts and where the repair should be carried out (manufacturer's side), the manner of reimbursement of costs connected with the repair of the equipment, etc.

Supplementary Data:

The equipment was handed over in accordance with the .....  
No.....on date).....

The following documents are enclosed to this claim protocol to support the justification of the claim(photos, samples, results of analysis, packing sheets, etc.) Signature of the Commission Members

.....

\*\*\*\*

**Annexure IX**  
(Refers to Articles 11 and 37 of  
Standard Contract Document)

**PRICE BREAKDOWN OF SUPPLIES AND SERVICES**

<b>Sl. No</b>	<b>Item</b>	<b>Quantity</b>	<b>Ready for Shipment</b>	<b>Unit Price</b>	<b>Total Price US\$</b>
1.	EQPT _____ as per Appendix A along with accessories given at Note 1 below	221 Nos.  (Illustrative example)	As per Note 2 below		
2.	Cost of Additional Accompanied Accessories,  User Replaceable Parts and Expendables (As per Appendix A)	As per Article 34.2	As per Note 2(d) below		
3.	Spares and SMT/STE/TJ (As per Appendix A)	As per Article 34.3 and 34.4	As per Note 2(d) below		
4.	Training as per the syllabus given at Appendix B	4 and 24 working days for operator & maintenance personnel respectively (Illustrative Example)			
5.	Technical Literature given at Appendix C	As per Article 34.6	As per Note 2(d) below		
<b>TOTAL</b>					

**Notes:**

1. **Description of Equipment.** Equipment \_\_\_\_ System and the following accessories:

	<b>Part No.</b>	<b>Item</b>	<b>Quantity</b>
(a)	943013	Battery	02 Nos
(b)	943700	Manual in English	01
(c)	540006	Phillips Screwdriver #1	01

2. **Delivery Schedule.** Delivery Schedule (to be read in conjunction with Article 10 Delivery) to be completed as under:-

- (a) First consignment of \_\_\_\_\_Nos. Equipment \_\_\_\_\_ within weeks from the effective date of the Contract (Article 2 refers) along with Contracted ESP package viz spares, SMTs/STEs/TJs and technical literature.
- (b) Second consignment of \_\_\_\_\_Nos EQPT \_\_\_\_\_ within \_\_\_\_\_weeks from the effective date of the Contract (Article 2 refers).
- (c) Third consignment of \_\_\_\_\_EQPT \_\_\_\_\_ within \_\_\_\_\_weeks from the effective date of the Contract (Article 2 refers).
- (d) Fourth and last consignment of \_ \_\_\_\_\_EQPT\_, and Additional Accompanied Accessories/User Replaceable Parts/Expendables, Spares, SMT/STE/TJ and Technical Literature within \_\_\_\_\_ weeks from the effective date of the Contract (Article 2 refers) and 34 refers.

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**Appendix A to Annexure IX**  
(Refers to Article 37 of Standard  
Contract Document)

**PRICE BREAKDOWN OF EQUIPMENT/ACCESSORIES,**  
**MAIN EQUIPMENT ETC FOR EQPT**

1. **Main Equipment-Price Breakdown**

Sl. No.	Sl. No of Offer	Description	Unit Cost	Qty	Total Cost

2. **Sub-Assemblies for Equipment**

Sl No	Sl. No of Offer	Part No.	Nomenclature	Schematic ref.	No. per eqpt	Unit cost in USD \$	Total cost in USD \$	Remarks
1.	1	220124	Sensor NO2	S1				
2.	2	943253	Sensor Membrane					
Total							-----	

3. **Accessories Along with the Equipment**

Sl No	Sl. No of Offer	Part No.	Nomenclature	Schematic ref.	No. per eqpt	Unit cost in USD \$	Total cost in USD \$	Remarks
1.	4	943013	Battery cartridges					
Total								

4. **Optional Items**

Sl No	Sl. No of Offer	Part No.	Nomenclature	Schematic ref.	No. per eqpt	Unit cost in USD \$	Total cost in USD \$	Remarks
1.	16	943021	External battery pack		1			
Total								

5. **Spares**

Sl No	Sl. No of Offer	Part No.	Nomenclature	Schematic ref.	No. per eqpt	Unit cost in USD \$	Total cost in USD \$	Remarks
1.	12	943046	RS232 Cable		1			
	Total	-----						

6. **Additional Items Required for Completeness of Spares and Consumables**

Sl No	Sl. No of Offer	Part No.	Nomenclature	Schematic ref.	No. per eqpt	Unit cost in USD \$	Total cost in USD \$	Remarks
1.		943018	Audio Ear Set		1			spare
Total								

7.

Sl No	Sl. No of Offer	Part No.	Nomenclature	No. per eqpt	Unit cost in USD \$	Total cost in USD \$	Remarks
1.		TJ 3000	Test Jig EVD				Component Level Checks Manufacture Supplied
Total							

**Note:** The SELLER confirms for authenticity, completeness correctness of the data given in this annexure.

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**Annexure X**  
(Refers to Articles 5A and 5C of  
Standard Contract Document)

**LETTER OF CREDIT**

Form of Doc Credit	(40A) :	Irrevocable/revolving/confirming.
Doc Credit Number	(20) :	
Expiry	(31D) :	Date : This date should match the Period of Performance of the Contract.
Applicant bank	(51) :	----- ----- -----
Beneficiary	(59) :	----- -----
Amount	(32B) :	Currency: Amount:
Max Credit Amount	(39B) :	Not Exceeding
Available with/By	(41) :	By payment.
Partial Shipments	(43P) :	Allowed/Not Allowed. Transhipment (43T)
	:	Not allowed/allowed.
Loading in Charge	(44A) :	(Port of Loading).
For Transport to	(44B) :	----- (Port of Discharge).
Shipment Period	(44D) :	-----
Descript of Goods	(45A) :	-----
Documents Required	(46A) :	+ Signed commercial invoice in six copies.
		+ One Full set of original clean on board bills of lading/ Airway Bill.
		+ Packing list in six copies.
		+ Certificate of origin issued by a chamber of commerce or self-certified by OEM.
		+ Specimen Signatures of the SELLER's and the BUYER's Quality Assurance

## Representative

+ Lot acceptance certificate signed by the SELLER's and the BUYER's quality assurance representatives or alternatively the SELLER's quality assurance representative.

Additional Condition (46A) : + Telegraphic reimbursement is allowed.

+ This credit will automatically revolve cumulatively on an annual basis as indicated below and will accordingly be automatically extended upon transmission of a notice to this effect by means of an authenticated telex/swift message from the beneficiary's bank to the issuing bank not later than 15 days prior to the expiry of the relevant validity period. [Note : Applicable only if LC is revolving].

Stage	Amount	Validity Period

+ Maximum utilisation under the credit will be  
[Note : Applicable only if LC is revolving].

+ Confirmation charges for the LC are for the beneficiaries account. [Note : Applicable only when confirming LC is chosen]

+ UCP Article 32 does not apply. [Note: This pertains to sequential stage payments. Mention of non-applicability of this provision will provide flexibility to BUYER during execution without requirement of amendment to LC in case of change in sequence of stage payments]

+Late Shipment is acceptable.

Details of Charges (71B) : All charges outside India are for beneficiary account.

Presentation Period (48) : 21 days after shipment

Confirmation (49) : Confirm

Reimbursing Bank (53) : -----  
Instructions

(78) : + Documents must be forwarded to us by courier in one lot.  
+ We hereby engage that payments made under and in compliance with all the terms and conditions of this credit will be duly honoured by us upon presentation of the stipulated documents.  
  
+ Paying bank may claim reimbursement telegraphically from the reimbursing bank for value 3 days after their authenticated telex/swift advice to the issuing bank of any conform drawing presented under this credit.

Advise through (57) : -----  
Send to Recd Info (72) : -----

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