

Appendix E
By Post/by hand

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Wg Cdr

[Please quote in this Tender Form only. Separate sheets if required may be attached on firm's letter head duly signed by authorized signatory / representative. All pages must be stamped and signed]

Tele: 080-25224023/7566
Fax : 080-25220427

ASTE
Yemlur Post,
Bengaluru – 560037

TyBM-to ASTE/350/5/ATG

26 Apr 23

M/s HATSOFF Helicopter Training Pvt Ltd
Survey No 3&4, Opp. ARDC, HAL Main Gate
Vibhuthipura, Marathahalli Post,
Bangalore 560037

**REQUEST FOR PROPOSAL (RFP) FOR WET TRAINING ON LEVEL D SIMULATORS
OF ALH MK I, DAUPHIN AND BELL 412 HELICOPTERS FOR
46th, 47th and 48th FLIGHT TEST COURSE**

RFP No-XX/Misc/2023-24

1. Separate Bids in sealed cover for Technical and Commercial are invited for supply of items listed in Part-II of this RFP. Please superscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below –

(a) **Bid/queries to be addressed to:** Commandant, ASTE, Air Force, Yemlur Post, Bengaluru – 560037.

(b) **Postal address for sending the Bids:** Commandant, ASTE, Air Force, Yemlur Post, Bengaluru – 560037.

(c) **Name/designation of the contact personnel:** O i/c Misc Fund, ASTE, Air Force, Yemlur Post, Bengaluru – 560037.

(d) **Telephone numbers of the contact personnel:** 080-25224023

(e) **e-mail ids of contact personnel:** 1. mach5.laf@nic.in
2. mailto.win@gov.in

(f) **Fax number:** 080-25220427

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

- (a) Part I – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - (b) Part II – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
 - (c) Part III – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
 - (d) Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
 - (e) Part V – Contains Evaluation Criteria and Format for Price Bids.
4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.
5. Response to the tenders is to be submitted in the RFP itself. The RFP be downloaded from www.eprocure.gov.in and submitted duly filled in all respects. The Tender / RFP along with enclosures be submitted by due date as mentioned in the RFP in a sealed envelope. The RFP should be submitted strictly with reference to the terms and conditions mentioned therein. Separate enclosure, if required, may be added with the RFP. Response to the RFP is to be submitted as per each and every clause of the RFP so as to avoid any ambiguity or unwarranted clarifications at a later stage.
6. The bid along with entire RFP duly signed on each page will be forwarded through post/ dropped in tender box will be titled **"BID FOR WET TRAINING ON LEVEL D SIMULATORS OF ALH MK-I, DAUPHIN AND BELL 412 HELICOPTERS FOR 46th, 47th and 48th FLIGHT TEST COURSE ALONG WITH RFP"**. The responsibility to ensure timely submission of the bid rests with the bidder.
7. The bidders while submitting bid shall also furnish inter alia details like GST Number, E-mail address of Office, Fax number etc., Relevant Certificate for GST, TIN Number etc., may please be enclosed.
8. The bidder must sign each and every page of RFP with firm's seal, failing to do so will result in rejection of tender.
9. For any clarification the undersigned may be contacted on the contact number given on first page of this letter.

(Sumith Murugan)
Wing Commander
O i/c Misc Fund

Part I – General Information

1. **Last Date and Time for Depositing the Bid.** Date xxxx and Time xxxx. The bid should be reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of Depositing the Bid.** Sealed Bid should be either dropped in the Tender Box marked as **"BID FOR WET TRAINING ON LEVEL D SIMULATORS OF ALH MK-I, DAUPHIN AND BELL 412 HELICOPTERS FOR 46th, 47th and 48th FLIGHT TEST COURSE ALONG WITH RFP"** or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of tender documents. Late tenders will not be considered. Bids sent by FAX or e-mail will not be considered.

3. **Time and Date of Opening of Bid.** Date xxxx Time xxxx

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. **Location of the Tender Box.** ATG Section, AFTPS, ASTE, Yemlur PO, Bangalore-560037

5. **Place of Opening of the Bid.**

ATG Section, AFTPS,
ASTE, Yemlur PO,
Bangalore-560037

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

6. **Two Bid System.** As the Bid is a Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical bid.

7. **Forwarding of Bid.** Bid should be forwarded by Bidder under their original memo/ letter pad inter alia furnishing details like **GST Number**, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

8. **Clarification Regarding Contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 03 (three) days prior to the date of opening of the Bid. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

9. **Modification and Withdrawal of Bid.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **Clarification Regarding Contents of the Bid.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **Rejection of Bid.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD (if applicable). Conditional tenders will also be rejected.

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

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

14. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of three percent (3%) of bidding price along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorised to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organisation (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

15. **Prices.** Prices quoted should remain valid for the contract period from 01 November 2023 to 31 December 2026 and not subject to variation on any account.

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Part II – Essential Details of Items required

1. **Schedule of Requirements.** List of services required on under mentioned Level D Simulators is as follows:-

- (a) Wet Training on Level D Simulator of ALH MK –I
- (b) Wet Training on Level D Simulator of Dauphin
- (c) Wet Training on Level D Simulator of Bell 412

The anticipated annual requirement is given below:-

S No	Category	No: of Trainees	Requirement of Wet Training Hrs		
			ALH MK-I	Dauphin	Bell 412
1	TP(U/T)	04	04:00	04:00	04:00
2	FTE (U/T)	02	01:00	02:00	02:00
3	Instructors	02	Nil	01:00	01:00

(Note- The anticipated requirement is not to be considered as firm commitment)

(Vendor to quote hourly rate valid from 01 November 23 to 31 December 2026)

2. **Two Bid System.** In respect of two bid system, vendor to submit technical and commercial bid in two separate envelopes. These two envelopes are to clearly annotate the contents. The two envelopes will be enclosed on a single larger envelope which will be submitted by the bid submission date, the bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are to submit the technical compliance statement in the format given in **Appendix A** of this RFP along with Technical Bid. The Bidders are to submit the commercial compliance statement and the price bid in the format given in **Appendix B** of this RFP along with commercial bid.

3. **Delivery Period.** The delivery period would be 03 years from the date of the supply order. Training requirement would be given every year for each course by the buyer. The training is to be carried out at mutually agreed dates by both seller and buyer. Please note that Supply Order can be cancelled unilaterally by the Buyer in case services/ training are not received within the time period as required by the buyer as per the training schedule requirements. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

4. **Vendor Experience.** The vendor should have provided this service to reputed institutions or organisations for the past 03 years.

5. **Annual Turnover.** Minimum average annual turnover of the bidder for the last three years should be 100 lakhs.

6. **Terms of Delivery and Transportation.** Trainee officers and instructors will travel to simulator facility by the arrangements made by IAF.

7. **Authorisation.** Authorisation for conduct of the training from relevant government agency/ OEM to be given.

8. **Consignee Details.** Commandant, ASTE, Yemlur Post, Bangalore-37.

Part III – Standard Conditions of RFP

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

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the republic of India.
2. **Effective Date of the Order.** Contract shall come into effect on the date of signatures of both the parties on the contract except when some other effective date is mutually agreed to and specifically indicated / provided in the contract. The deliveries and supplies and performance of the services shall commence from the effective date of order.
3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. Arbitrator will be Cmdt. ASTE on behalf of the buyer
4. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer, where-ever applicable.
5. **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India

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or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract Documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages.** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods/services and conduct trials, installation of equipment, training, etc as specified in the contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The Buyer may also deduct from the Seller as agreed, liquidated damages to the sum of 0.5% 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 value of delayed service.

9. **Termination of Contract.** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) The delivery of the material/service is delayed for causes not attributable to Force Majeure for more than 06 months after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material/service is delayed due to causes of Force Majeure by more than 06 months provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

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

11. **Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

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

14. **Taxes and Duties.** All taxes, duties, levies and charges which are to be paid for the delivery of goods/services, including advance samples, shall be paid by the Seller under the present contract.

15. **Pre-Integrity Pact Clause.** N/A

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Part IV – Special Conditions of RFP

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

1. **Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorised to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 5% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).
2. **Payment Terms for Indigenous Sellers** - It will be mandatory for the Bidders to indicate their bank account numbers and other relevant payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents. **100% payment will be made yearly for training the hours availed for each course every year after the conduct of training and acceptance by user.**
3. **Advance Payments:** No advance payment(s) will be made.
4. **Paying Authority:** Station Accounts Section, ASTE.
 - (a) Indigenous Sellers: (Name and address, contact details). The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:-
 - (i) Invoice as per applicable GST.
 - (ii) Copy of Supply Order.
 - (iii) Guarantee / Warranty certificate.
 - (iv) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code.
 - (v) Any other document / certificate that may be provided for in the Supply Order / Contract.
 - (vi) User Acceptance.
5. **Fall Clause** The following Fall Clause will form part of the contract placed on successful Bidder:-
 - (a) The price charged for the services supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the services or

offer to sell services of identical description to any persons/Organization including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organization including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

- (i) Exports by the Seller.
- (ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
- (iii) Sale of goods such as drugs which have expiry dates.
- (iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

6. **Force Majeure Clauses:**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Covid-19 restrictions, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

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

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

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(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received

7. Risk and Expense Clause.

(a) Should the stores/ services or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores/ services or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

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

(iii) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

8. Specification. The services required are Wet training on Level D Simulators of ALH MK -I, Dauphin and Bell 412. Simulator flying profile will be worked out by the instructors of AFTPS and the vendor keeping in mind the test flying requirements.

The anticipated annual requirement is given below:-.

S No	Category	No: of Trainees	Requirement of Wet Training Hrs		
			ALH MK-I	Dauphin	Bell 412
1	TP(U/T)	04	04:00	04:00	04:00
2	FTE (U/T)	02	01:00	02:00	02:00
3	Instructors	02	Nil	01:00	01:00

(Note- The anticipated requirement is not to be considered as firm commitment)

9. **Year of Manufacture.** N/A
10. **Export License.** N/A
11. **Transportation.** N/A
12. **Packing and Marking.** N/A
13. **Quality.** N/A
14. **Inspection Authority.** The Inspection will be carried out by the Seller. The mode of inspection will be Self Certification to ensure seller's instructors are trained and current for instructional role during simulator flying capsule.
15. **Place of Inspection.** Seller's premises.
16. **Pre-Dispatch Inspection.** N/A
17. **Joint Receipt Inspection.** N/A
18. **Claims.** The following Claims clause will form part of the contract:-
 - (a) The claims may be presented on quality of the services, where quality does not correspond to the quality mentioned in the contract.
 - (b) The quality claims for defects or deficiencies in quality of service noticed during the training shall be presented within 45 days of completion of training and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website www.mod.nic.in and can be provided on request).
 - (c) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative.
19. **Warranty.** N/A.
20. **Product Support.** N/A
21. **Technical Literature.** The technical literature for simulator flying is to be supplied by the vendor with the training for every course.

Part V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bid will be as follows:
 - (a) Bid will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP,
 - (b) The Bid will be decided as per the Price Format given at **Appendix 'A'** to this RFP. The price will be determined by excluding levis, taxes and duties levied by Central/State/Local governments such as excise duty, GST, Service Tax, Octroi/entry tax, etc on final product, as quoted by bidder.
 - (c) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected.
2. **Price Bid.** To be attached with commercial bid. Format is attached as **Appendix 'A'** to this RFP.
3. **Technical Compliance Matrix.** To be attached with technical bid. Format is attached as **Appendix 'A'** to this RFP.
4. **Commercial Compliance Matrix.** To be attached with commercial bid. Format is attached as **Appendix 'B'** to this RFP.

(Sumith Murugan)
Wing Commander
O i/c Misc Fund
For and on behalf of President of India