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No. IFA/21/1/2021/DAP

Dated: 09.12.2021

Circular No. 36 of 2021

To

All PCsDA/PIFAs/CsDA/IFAs (Through CGDA website and SIFA)

Sub: Amendment to Defence Acquisition Procedure (DAP) 2020

A copy of MoD, Department of Defence (Acquisition Wing Secretariat)'s ID No.1(8)/D(Acq)/21 dated 11.11.2021 on the above subject, is forwarded herewith for information and further necessary action please.

Encl: As above.

vidhu Aggarwal) Dv.CGDA (IFA)

Ministry of Defence Department of Defence [Acquisition Wing Secretariat]

Subject: Amendment to the Defence Acquisition Procedure (DAP) 2020.

With a view to simplifying the processes for enhancing efficiency and reducing timelines in Defence Capital Acquisitions, the following amendments are made in DAP 2020 on account of Business Processing Re-engineering in defence capital procurements with approval of the Defence Acquisition Council (DAC):

- (i) Indigenous Content (IC) Proforma: Amendment to Para 1, Annexure 1 to Appendix B, Chapter I
- (ii) Counter Guarantee by Indian Banks for Foreign Bank Guarantee: Amendment to Para 1.4.1 (Foreign Seller) of Article 1 (Scope of Contract), Chapter VI (Standard Contract Document)
- (iii) Scaling and Quantity Vetting in Make I & Make II Cases: Amendment to Para 19(c) of Chapter III
- (iv) Trial Directive Timeline: Amendment to Para 69 of Chapter II
- (v) Applicability of Offsets: Amendment to Appendix E to Chapter II, Para 2.3
- (vi) Revision in AON According Authority for OCPP Cases: Amendment to Para 9 of Chapter X
- Apart from the above, a few syntax/ typographical corrections have also been made in DAP 2020.
- 3. A summary of changes made in DAP 2020 are attached at Appendix A & B.
- The above amendments will be applicable with immediate effect.

5. The revised DAP 2020 incorporating these changes has been uploaded on MoD website.

Encl. As above.

(V.K. Adhana) Director (Acq)

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CISC

VCOAS

VCNS

VCAS

DG(ICG)

JS&AM(LS)

JS&AM(MS)

JS&AM(Air)

ADG Acq Tech (LS)

ADG Acq Tech (M&S)

ADG Acq Tech (Air)

FM(LS)

FM(MS)

MoD ID No. 1(8)/D(Acq)/21 dated 11.11.2021

FM(Air),

(Refers to Para 3)

SUMMARY

BUSINESS PROCESS RE-ENGINEERING PHASE -I : DAP 2020

S N Name	of Case	FOR	READ
I to Ap	<u>IC)</u> Li	Para I, Annexure I to Appendix B, Chapter I. Page 18. 'Foreign Content (FC) including Custom Duties'.	Para 1. Annexure I to Appendix B. Chapter I, Page 18: Foreign Content (EC) excluding Custom Duties.
Foreign Guarant Amendm Para (Foreign	Banks for Bank Bet ent to 1.4,1 Seller) of (Scope of), VI d	seek confirmation of Bank Guarantee(s) by counter Guarantee by an Indian Bank at Seller's cost.	1.4.1 Forcign Seller. Bank (quarantee(s) shall be from any Indian Public or Private Scheduled Commercial Bank (as notified 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 Banker reserves the right to consult Parliament Street branel, or State bank of India, New Delhi or any other Public or Private Sector Bank and as per their recommendations (ediconfirmation of Bank Guarantee(s) by counter Guarantee by an Indian Bank at Seller's cost on whether to get the BG of the foreign bank confirmed, and as per indian advice, seek confirmation of Bank Guarantee(s) by counter Guarantee by an Indian Public or Private scheduled commercial bank at seller's cost.

3.	Scaling and	Description 106.)	
15	Quantity Vetting in Make I & Make II Cases : Amendment to Para 19 (c) of	Para 19(c). Minimum Order Quantity (MOQ) which can be exclusively committed, keeping in mind the financial viability of the identified project at the production stage, after the successful development of prototype.	be exclusively committed, keeping in mind the finan kell viability of the identified project at production stage a fer the successful development of prototype.
	Chapter III, Page 327		Addition.
ě	524		In cases of new equipment where scaling has not well been done or has been exempted, quantity vetting will be done at AoN stage on the basis of MOQ for Malk-II and Make-II cases based on justification viz-a king requirement by SHQs in the SoC. The SHQs will concurrently initiate a case for scaling. For Make LIII cases, where scaling is not exempted, scaling will be required at AoN stage.
4.		69. Trial Directive. SHQ, in consultation with TEC compliant vendors, will formulate a detailed Trial Directive in conformity with the Trial Methodology given in the RFP. The Trial Directive must specify the fundamental points that need to be addressed for validation of RFP parameters in terms of 'Compliance cum Responsibility Matrix', Parameters not mentioned in the RFP will not be included in the Trial Directive and no variation to the SQRs will be introduced in the compliance matrix. Responsibility for testing each parameter must be fixed for a single agency. Trial Directive, would also list out exact location and detailed trial schedule keeping in mind availability of the requisite infrastructure (ranges/labs), as also readiness of vendors. Parameters/tests acceptable by certification through accredited labs will be clearly specified in the Trial Directive. Respective trial agency, after consultation with SHQ, would however reserve the right to undertake random/sample test to confirm the certified parameters. The nomination of the Trial Wing/Team will also be done in the Trial Directive.	69. Trial Directive. SHQ, in consultation with 14.C. compliant vendors, will formulate a detailed I tall Directive in conformity with the Trial Methodology given in the RFP. Trial directive will be issued within who weeks post approval of TEC report. The Trial Directive must specify the fundamental points that need to saddressed for validation of RFP parameters in terms, of 'Compliance cum Responsibility Matrix'. Parameters I or mentioned in the RFP will not be included in the Trail Directive and no variation to the SQRs will be introducted in the compliance matrix. Responsibility for testing tacking parameter must be fixed for a single agency. Trial Directive, would also list out exact location and detailed trial schedule keeping in mind availability of the requisite infrastructure (ranges/labs), as also readiness of vencars. Parameters/tests acceptable by certification through accredited labs will be clearly specified in the Trial Directive. Respective trial agency, after consultation with SHQ, would however reserve the right to under the random/sample test to confirm the certified parameters. The nomination of the Trial Wing/Team will also be cone in the Trial Directive.

5.	Applicability of Offsets : Amendment to Appendix-E to Chapter II, Para 2.3, Page 109	Para 2.3. "The DAC may consider partial or full waiver of Offset clause. In case of a waiver for a particular acquisition case, eligible/ selected Indian Vendors need to be exempted from the corresponding IC stipulation".	Para 2.3. Nil.
6,	Revision in AcN According Authority for OCPP Cases: Amendment To Para 9 of Chapter X, Page 590	9. AoN. After the scheduled plan of such proposals/schemes is approved under AAP, individual cases will be processed by the SHQs for grant of AoN (inclusive of 25% flexibility). The AoN According Authority will be the CFA as defined in Para 5 above. All proposals for grant of AoN will be processed and submitted by SHQs on file for approval of the AoN according authority (i.e. CFA). These cases will not be processed through SPB/DPB/DAC: Non-delegated power cases will be processed through MoD, Acquisition Wing in consultation with MoD (Finance), while delegated power cases will be processed by SHQs in consultation with PIFA/IFA of CFA. Quantity vetting where applicable would be carried out by FMs or PIFA/IFA of CFA as the case may be, as per SOP promulgated by MoD (Finance) based on scaling orders.	9. AoN. After the scheduled plan of such proposa if schemes is approved under AAP, individual cases will perocessed by the SHQs for grant of AoN (inclusive of 25% flexibility). The AoN According Authority will get the CFA as defined in Para 5 for the cases valued up to Rs. 500 Cr and RM for cases beyond Rs 500 Cr. All proposals for grant of AoN will be processed and submitted by SHQs on file for approval of the Achiaccording authority. These cases will not be process at through SPB/ DPB/ DAC. Non-delegated power cases will be processed through MoD, Acquisition Wing I've consultation with MoD (Pinance), while delegated power cases will be processed by SHQs in consultation with PIFA/IFA of CFA. Quantity vetting where applicated would be carried out by FMs or PIFA/IFA of CFA as the case may be, as per SOP promulgated by MoD (Finance) based on scaling orders.

TYPOGRAPHICAL, REFERENCING AND SYNTAX ERRORS: (REFERENCE CH.I, PARA 34, PAGE 12 OF DAP 2020)

er lo	Para Ref	FOR	READ	
1,	Foreword	The Defence Acquisition Procedure (DAP) XXXXXX, creation of intellectual capital as well as argumentation of defence production	The Defence Acquisition Procedure (DAP)	* Typographical correction.
2.	Pg 17, Para 16	16. XXXXXXXX In such cases, the MoD can take any of the steps as nor Passage.	facilities within the country XXX. 16. XXXXXXX In such cases, the Man	* Reference
3.	Pg 27, Para 15	15. SQR Formulation. XXXXXXXX. Draft SQRs would be circulated by SUO.	Tariff	* Nomenclature
The second secon		external stakeholders to include HQ IDS, DRDO, DDP, Quality Assurance (QA) agencies, Directorate of Standardisation, Technical Managers and any other necessary department for obtaining their views/comments.	stakeholders to include HQ IDS, DRDO DDP	correction.
	Pg 32, Para 32	32. Turnkey Projects. XXXXXXXX. SOP for undertaking Turnkey Projects has been promulgated vide MoD ID No. 3(65)/D(Acq)/14 dated 17 April 2014 and the same would be followed as amended from time to time.	32. <u>Turnkey Projects</u> . XXXXXXXX. SOP for undertaking Turnkey Projects has been promulgated vide MoD ID No. 3(65)/D(Acq)/14 dated 17 October 2014 and the same would be followed as amended from time to time.	* Reference correction.
	Pg 35, Para 42(d)	given at Paragraph 10 of Schedule I of Chapter II, XXXXX.	42(d) Commercial Requirements. XXXXXXXXXXXXXXXXX Formula and	* Reference correction.
	Pg 51, Para 93	93. Option Clause. XXXXXXXXXXXXX.	91A. Option Clause. XXXXXXXXXXXXX.	* Reference correction.

0.	Para Ref	FOR	READ	Remarks	5
<u>Q</u> .	Pg 58, Para 119	119. Pre Contract Integrity Pact (PCIP). XXX. Format of the PCIP is as given at Annexure I to Appendix M of Schedule I. XXXXXXX.	119. Pre Contract Integrity Pact (PCIP). XXX. Format of the PCIP is as given at Annexure I to Appendix O of Schedule I. XXXXXXX.	* Référence correction.	, ,
	Pg 61, Para 135	135. XXX.	132. XXX.	* Typographical correction.	法明行
	Pg 62, Para 136 & 137	137. XXXXX.	133. XX. 134. XXXXX.	* Typographical correction.	1
0.	Pg 81, Para 6(a).	6(a), Buy (Indian-IDDM), Buy (Indian), Buy & Make (Indian), Buy & Make, Buy (Global – Manufacture in India), Buy (Global), 'Make' with justification XXX.	6(a). Buy (Indian-IDDM), Buy (Indian), Buy & Make (Indian), Buy & Make, Buy (Global – Manufacture in India), Buy (Global), 'Make' with justification. XXX.	* Typographical correction.	MALL TO
1.		Appendix E to Chapter II (Refer to Paragraph 28 of Chapter II)	Appendix E to Chapter II (Refer to Paragraph 29 of Chapter II)	* Réference correction.	
7	Page 123, Para (b)	XXXX The Seller clearly understands and agrees to the Offset Clause given in the RFP and the Defence Offset Guidelines at Appendix E of Ghapter II of DPP, referred to as the Defence Offset guidelines.	Offset Clause given in the RFP and the Defence Offset Guidelines at Appendix E of Chapter II of	* Typographical correction.	The second of th
3.	Pg 158, Appendix K to Chapter II	The state of the s	Appendix K to Chapter II. (Refers to Paragraph 122 of Chapter II)	* Reference correction.	The state of the s
14,	Pg 164, Column Heading.	Time Line as per DPP (in weeks) Time Line as per DPP (Cumulative Time-in weeks)	Time Line as per DAP (in weeks) Time Line as per DAP (Cumulative Time-in weeks)	* Typographica correction.	

Fara Ret	FOR	But a	
Para Ref	8. Indigenous Content. XXXX. In addition, reporting requirements for prime (main) Bidders (and for sub-contractors/ suppliers/technology partners reporting to higher stages/tiers) shall be as prescribed under Para 4 to 6 of Appendix B to Chapter I of DAP 2020 (or as approved by AoN according authority). The right to audit Bidder/ sub-contractors/ suppliers/ technology partners shall vest in the Ministry of Defence as prescribed under Para 9 and	addition, reporting requirements for prime (main) Bidders (and for sub-contractors/ suppliers/technology partners reporting to higher stages/tiers) shall be as prescribed under Paras 4 to 7 of Appendix B to Chapter I of DAP 2020 (or as approved by AoN according authority). The right to audit Bidder/ sub-contractors /suppliers/ technology partners shall vest in the Ministry of Defence as prescribed under Para 10; and contractors are primary and para 10; and contractors are primary and para 10; and contractors are primary are primar	Remarks *Reference correction.
	of payments and imposition of penalties shall be as prescribed under Para 10 to 14 thereof, Furthermore, Bidders in 'Buy (Indian IDDM)', 'Buy (Indian)', 'Buy and Make (Indian)', Buy (Global-Manufacture in India) and Buy (Global) (for Indian vendors) will be required to submit their indigenisation plan in respect of indigenous content as attention.	payments and imposition of penalties shall be as prescribed under Paras 11 to 15 thereof. Furthermore, Bidders in 'Buy (Indian IDDM)', 'Buy (Indian)', 'Buy and Make (Indian)', Buy (Global-Manufacture in India) and Buy (Global) (for Indian vendors) will be required to submit	

er o	Para Ref	FOR	READ	Remarks
6.	Pg 180, Para 30.	30. Submission of Bids. XXXXX. Olo Technical Manager (Land Systems) Room No 30, D-II Wing Sena Bhawan As applicable New Delhi-110011 Fax No: 23792414	30. Submission of Bids, XXXXX. O/o ADG Acquisition Technical (Army) Room No 30, D-II Wing Sena Bhawan As applicable New Delhi-110011 Fax No: 23792414	* Nomenclature correction.
7.	Pg 200, Para 3(a).	(a) XXX. Exact date as calculated and given in the RFP or intimated later by the Technical Managers will be binding. These offset offers would have to be submitted together in two separate sealed covers to the Technical Manager at the following address:-	(a) XXX. Exact date as calculated and given in the RFP or intimated later by the ADGs Acquisition Technical will be binding. These offset offers would have to be submitted together in two separate sealed covers to the ADGs Acquisition Technical at the following address:-	* Nomenclature correction.
8.	Pg 202, Para Reference Head	(Refers to Para 3(b) of Appendix D)	(Refers to paras 3(b) and 3(d) of Appendix D)	* Reference
9.	Pg 204 Para Reference Head	(Refers to Para 3(c) of Appendix D)	(Refers to paras 3(c) and 3(d) of Appendix D)	correction. * Reference
20.	Pg 237, Para 9	9. Project Organisation Structure. This section should highlight the Bidder's organisation structure for the project implementation and define the specific organizational elements within this structure that would interfere with the Gol, SHQ and other Indian Production Agency during the program execution.	Within this structure that would interfer a with a	* Typographical correction.

lo		FOR		
21.	Pg 239 Para Reference Head	(Refers to Para 42 of Schedule I)	(Refere to pose 40	Remarks
22.	Pg 257, Para 1.3/1,3.1	Later and the second of the se	(Refers to paras 42 and 43 of Schedule I) 1.3.1 Total Contract Price, XXX.	* Reference correction.
23.	Pg 263,Pára 1,5.10	1.5.10 Exchange Rate Variation. Exchange Rate variation shall be applicable for Rupee contracts with Indian Vendors, based on RFPs issued under all categories of capital acquisitions mentioned at Para 6 to 11 of Chapter I of DAP XXXX.	1.5.10 Exchange Rate Variation. Exchange Rate variation shall be applicable for Rupee contracts with Indian Vendors, based on RFPs issued under all categories of capital acquisitions mentioned at Para 2	correction.
5.	Pg 267, Para 3 Pg 282, Para 2(a) &	3. Additional Bank Guarantee in Case Where Essential Parameters-B are Incorporated, XXX. The prescribed format of the Performance-cum-Warranty bank Guarantee is placed at Annexure V to Appendix M. XXXXXX	Additional Bank Guarantee in Case Where Essential Parameters B	1
	2(0).	be made on signing of contract.)		* Typographical correction.
3,		required 15% of the list stage is not	3(a) 10% of the base contract price 3(b) 5% of the base contract price (Remarks: In case this stage is not required, 15% of base contract price can be made on signing of contract.)	* Typographical correction.

r	Para Ref	FOR	READ	Remarks
	Pg 290 and 291 Para 1.2.3 & 1.2.4 & 1.3.1 & 1.3.2	sourced from common single source in accordance with Para 109 of Chapter II of DAP-20.	sourced from common single source in accordance with Para 107 of Chapter II of DAP- 20.	* Doffman
	Pg 361, Para 1(a). Pg 382, Chapter IV,	(a) Provisional Service Qualitative Requirements (PSQRs).	Requirements (PSQRs).	* Typographical correction.
	Para 37.	37. In cases where procurement is undertaken from OFB/DPSU and in Single Vendor Cases, on recommendation of Cost Negotiation Committee, a Costing Committee will be constituted by DDP to carry out pricing of the equipment.	37. In cases where procurement is undertaken from OFB/DPSU and in Single Vendor Cases, on recommendation of Contract Negotiation Committee, a Costing Committee will be constituted by DDP to carry out pricing of the equipment.	+ -
7	Pg 400, Para 1.	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 Additional Director General Acquisition (Armyl Air Forcel Maritime & Systems)/ Major General & equivalent, Service Headquarters/ Coast Guard, Ministry of Defence, Government of India, XXXXXXXXXX	day of (Month & Year) in New Delhi, between the President of India represented by the Joint Secretary & Acquisition Manager (Land System /Air Force/ Maritime & Systems)/ Major General & equivalent, Service	* Typographical correction.
	Pg 422, Para 11.2.	11.2. Port Consignee. (a) Equipment. (Concerned Embarkation HQ) (b) Ammunition.	11.2. Port Consignee. (Concerned Embarkation HQ) (a) Equipment. (b) Ammunition.	* Typographical correction.

o er	Para Ref	FOR	DEAD	The state of the s
2,	Pg 424, Para 12,5	12.5 In case of termination, for reasons	12.5 In case of tormicals and the second sec	Remarks
		22.2 to 22.5 of this Contract (which are applicable for Turnkey Projects where milestone payments are involved), the title	in Clause 22.1, read with Clause 22.2 to 22.6 of this Contract (which are applicable for Turnkey Projects where milestone payments are involved), the title of the partially better	correction.
	D. 404	with the procedure laid out at Clause 22.2 to 22.5, if the BUYER exercises discretion to take over partially built Goods as per Clause 22.2.	with the procedure laid out at Clause 20.0	
	Pg 424.	13.4 Part shipment of goods is permitted.	13.3 Part shipment of goods is permitted.	*Reference
1	Pg 429, Article 22	[Clause 22.1 and 22.7 are applicable for all cases, For Turn-key cases where milestone	[Clause 22.1 and 22.7 am application	
		22.2 to 22.5 many inclusion of Clauses		correction.
	Pg 438, Para 31A.2(c)	(c) To design, develop and produce	(A) To all 200	1.
		associated equipment with respect to	use respect to Articles for own	* Repeated textri deleted. * Typographical correction.

r	Para Ref	FOR	READ	Remarks
	Pg 447, Para 2.1.1(a) & (b) and Para 2.1.2(a) & (b).	2.1.1 (b) 5% of the total contract price (Remarks: In case this stage is not required, 15% of total contract price can be made on signing of contract.) 2.1.2 (a) 10% of the total contract price 2.1.2 (b) 5% of the total contract price (Remarks: In case this stage is not	(Remarks : In ones this at	* Typographical correction.
	Pg 459 , Para 1.	(including taxes and duties) each for Performance and Warranty in sequence to	5% of the Base Contract Price to sover 5% of	correction.
	Pg 543, Para 12	12. For Management Information Systems, bespoke/ customized software and Enterprise wide solutions, Vulnerability Assessment will be undertaken by a CERT-IN empanelled vendor or Info Security agencies/ dept of the respective Services and the same will be included in the RFP.	wide solutions, Vulnerability Assessment will be undertaken by a CERT-IN empanelled vendor or lufe. Security against at the control of the co	* Abbreviation expanded.

lo	Para Ref	FOR	DEAD	3
39.	Pg 548, Heading.	QUALITY BASED SELECTION (QCBS)	QUALITY AND COST DOG	Remarks
10.	Pg 593 Para 1	METHOD 1. A contract XXXXX. In cases of Letter of Acceptance (LOA) with the US government and other IGA are also to be treated at par with Contracts for the purpose of execution of Contracts.	(QCBS) METHOD 1. A contract XXXXX. In cases of Letter of Offer and Acceptance (LOA) with the US	correction. * Typographical correction.
2.	Pg 595 Para 13.	13. The Bank Guarantee for IPBG, Advance payment, PWBG, and Additional Bank Guarantee for Essential parameters-B are kept in a sealed envelope under lock and key with the Contract Executing Authority i.e concerned directorate in the SHQ. XXX.	13. The Bank Guarantee for I.e. IPBG, Advance payment APBG, PWBG, and Additional Bank Guarantee for Essential parameters B are kept in a sealed envelope under lock and key with the Contract Executing Authority i.e concerned directorate in the SHQ. XXX.	*Typographical
	Pg 597, Para	of Chapter II regarding negotiation with L2 vendors, XX.	vendors may be drawn to Para 104-105 of Chapter II regarding negotiation with L2 vendors. XX.	* Reference correction.
	22(d)(i) Pg 645, Stage I	106-107 of Chapter II regarding negotiation with L2 vendors. XX	(i) Pre Contract XXXXXXX. However, the attention of vendors may be drawn to Para 104-105 of Chapter II regarding negotiation with L2 vendors, XX.	* Reference correction.
		of the cost)	On signing of the Contract (10% of Contract of the Cost)	* Typographical