

REQUEST FOR PROPOSAL

INVITATION OF BIDS FOR SUPPLY OF 2,17,36,850 QUANTITY OF CARTG SA 7.62 MM X 39 MM BALL INTERMEDIATE RIMLESS AMMUNITION FOR RIFLE AK-47

**Request for Proposal (RFP) No A/18146/10 (I)/2017/7.62 mm AK-47/OS-AMN PROC
dt 23 Apr 2018**

1. The online Bids under **Global Tender Enquiry (TWO BID SYSTEM)** are invited for supply of items listed in Part II of this RFP. The tender reference can be viewed and downloaded at <https://eprocure.gov.in/eprocure/app>
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below -

(a)	Bids/queries to be addressed to	DDG PPO, Room No. 214, D-1 Wing, Sena Bhawan, Integrated HQ of MoD(Army), New Delhi-110 011
(b)	Postal address for sending original documents (EMD, Tender fee specified in paragraph 3(a) of part – 1 of RFP)	DDG PPO, Room No. 214, D-1 Wing, Sena Bhawan, Integrated HQ of MoD(Army), New Delhi-110 011
(c)	Name/designation of the contact personnel	AMGO (SSA), MGO/PPO-5
(d)	Telephone numbers of the contact personnel	+ 91 11 23018626
(e)	E-mail ids of contact personnel	classic@nic.in
(f)	Fax number	+91 11 23793337

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. **Important Instructions.** Please note the following:-
 - (a) Your quotation must indicate unconditional acceptance of all terms and conditions of this RFP, failing which it is liable to be rejected. You may, however, indicate desired terms and conditions which may be accepted / rejected at the sole discretion of the buyer. Certificate with respect to unconditional acceptance must be put in Technical Bid as per format attached as **Appendix A.**

(b) As per RBI PAD, New Delhi ruling, Government Departments maintaining accounts with PAD, New Delhi are to switch over to electronic mode for making payment to vendors and others. Details will be accordingly submitted.

5. 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.

PART- I GENERAL INFORMATION

1. **Critical Dates.** The critical dates with respect to the Tender **A/18146/10 (I)/2017/7.62 mm AK-47/OS-AMN PROC dt 23 Apr 2018** are as follows:-

Ser No	Item	Date	Time
(a)	Published date	23 Apr 2018	1700hrs
(b)	Bid Document Download	23 Apr 2018	1700hrs
(c)	Clarification Start date	23 Apr 2018	1700hrs
(d)	Pre Bid meeting	-	If required.
(e)	Bid submission start	24 Apr 2018	1100hrs
(f)	Clarification End Date	18 May 2018	1700hrs
(g)	Bid Submission End	14 Jun 2018	1100hrs
(h)	Opening of Tender Box for Physical Verification of Documents	14 Jun 2018	1100hrs
(j)	Technical Bid Opening start (Online)	14 Jun 2018	1500hrs
(k)	Uploading of TEC Report	Will be intimated after Technical evaluation	
(l)	Commercial Bid Opening		

(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).

2. **Mode of Tender.** Global Open Tender (Two Bid System)

3. **Manner of Depositing the Bids.** The bids will be submitted in the following manner:-

(a) **Physical Deposition.** The original of Earnest Money Deposit (**EMD**) instruments as per Para 16 of Part-I of RFP shall be submitted physically in the sealed condition in the Tender Box marked as **TENDER BOX, MGO/PPO at the location mentioned at Paragraph 5 below** prior to bid submission closing date in an envelope duly marked with Tender ID along with a covering letter under company letter head. Following are to be noted:-

- (i) In case EMD is exempted, necessary proof of exemption be submitted online.
- (ii) The above documents can also be sent by registered post at the address given above so as to reach by the due date and time.
- (iii) The documents deposited in any other tender box shall not be considered and will be rejected.
- (iv) If the documents are being sent through international/local courier service providers, the courier service provider may be advised to telephonically inform AMGO (SSA), MGO PPO-5 before depositing the bids in tender box to avoid rejection due to deposition of bid in wrong tender box.
- (v) In case of non receipt of Physical Documents, the online bids will be considered non compliant to RFP hence it will be rejected. No responsibility will be taken for postal delay or non delivery/ non-receipt.
- (vi) The envelope must have the tender reference & details written on it.
- (vii) Besides the documents specified below for 'On Line' submission, in case the bidder submits any other document (like technical information) 'on line', hard copy of the same is also required in Physical Deposition.

(b) **E-Bid Cover-I (ON LINE)**. Cover I will contain the Technical Bids consisting of following scanned Documents converted in a single PDF file in following sequence :-

- (i) Proof of valid Registration/renewal of registration. The status of Bidder will be considered as existing on the date of Technical bid opening.
- (ii) PAN No, GSTIN Registration.
- (iii) **Tender Conditions Acceptance Certificate**. Unconditional acceptance of all the tender conditions of online RFP as per '**Appendix A**' on Firm's letter head. If the Certificate is signed by legally authorised signatory, a copy of the authorisation letter be uploaded.
- (iv) EMD documents or the exemption certificate as applicable.
- (v) Undertaking by the Firm to be able to provide ammunition as per RFP requirements.

(c) **E-Bid Cover-II (ON LINE)**. Commercial bid packet consisting of "**BOQ**" (Bill of Quantities) in the Excel Sheet downloaded from the <https://eprocure.gov.in/eprocure/app> will be submitted online as Cover II.

(d) Instructions for bidders to understand before filing the online bids are at **Appendix B**.

(e) Bids sent by FAX or e-mail will not be considered.

(f) Besides the documents specified above for 'On Line' submission, in case the bidder submits any other document (like technical information) 'on line', hard copy of the same is also required as per instructions at Paragraph 3 (a) above.

4. **Time & date of Opening of Bids**. The opening (online) of bids submitted online by bidders will be carried out on 14 Jun 18 at 1500 hrs.

5. **Location of the Tender Box**. **Near Gate No.1, Sena Bhavan, Integrated HQ of MOD(Army), New Delhi-110 011**. Only those Physical documents that are found in the tender box will be opened. Documents dropped in the wrong Tender Box will be rendered invalid. Bids sent by FAX or e-mail will not be considered.

6. **Place of opening of the Bids**: **DDG/PPO, Room No. 214, D-1 Wing, Sena Bhavan, Integrated HQ of MOD(Army), New Delhi-110 011**.

7. **Two –Bid system**

(a) The Technical Bids shall be opened as per critical date sheet mentioned in this tender document. Evaluation of technical Bid along with requisite documents received in physical form as well as documents uploaded online by the bidders will be carried out off line by Technical Evaluation Committee. The TEC will confirm that the items being offered meet the requirement asked for in the RFP and the offers comply to the RFP Terms and Conditions.

(b) Thereafter, the short listed qualified vendors for the supply of ammunition would be asked to provide quantity **6800 numbers** of **Cartg SA 7.62 mm x 39 mm Ball Intermediate Rimless Ammunition for Rifle AK-47** for trials **in India** (quantity **800 rounds** required for DGQA trials and **6000 rounds** required for User Trials) at '**No Cost No Commitment**' basis. The responsibility of the import of ammunition for trials, which shall involve custom clearance and transportation within India from the port of entry to the place of trials both for User and DGQA, will be the responsibility of the vendor. However, this is not applicable for already trial evaluated vendors who have successfully supplied the same ammunition in past.

(c) The trial evaluation process comprises of the following:-

(i) **User Trials in India.** The user trials will be carried out both in plains and High Altitude Area. The broad trial methodology by the User is attached as **Appendix ‘D’**.

(ii) **Technical and Environmental Evaluation by DGQA.** Broad Technical and Environmental evaluation criteria by DGQA is attached as **Appendix ‘E’**.

(d) The results of the final technical evaluation will be uploaded on the Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>).

(e) Commercial offers will be opened only of those vendors offering ammunition which is RFP compliant and which has been supplied to the buyer in the past after successful trial evaluation by the buyer OR whose ammunition is found acceptable after technical trials and evaluation as mentioned in paragraph 6 (a) to (c) above. The date of opening will be intimated to the Bidders through Central public Procurement Portal (<https://eprocure.gov.in/eprocure/app>).

8. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like complete postal, e-mail address, Fax No & Telephone no of their office.

(a) The documents specified in Para 3 (a) to be deposited physically as per instructions at Para 4 above. The physical receipt of these documents is mandatory.

(b) The technical bids shall not be accepted if these documents are not received prior to bid opening. The **TECHNICAL** and **COMMERCIAL** bid will be submitted **“Online Only”**.

(c) The **TECHNICAL BID and the COMMERCIAL BID should be submitted by the bidder duly digitally signed by the legal owner of the firm or the person authorized by him to do so.** **Instructions for Online Bid Submission** to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app> are attached as **Appendix ‘B’**.

9. **Clarification regarding contents of the Bids.** A prospective bidder who requires clarification regarding the content of the bidding documents, shall notify to the Buyer in writing about the clarification sought not later than **28 days** prior to the date of opening of the Bids.

10. **Modification and Withdrawal of Bids.**

(a) The Bidder may modify (resubmit) his bid after submission, as per the provisions available on the portal. No bid shall be modified after the deadline for submission of bids.

(b) If bidder desires to withdraw before bid submission closing date/time, he may do so online in the portal and offline EMD would be refunded. Once with-drawn online, he cannot participate again in this tender.

(c) No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of the specified bid validity. Withdrawal of a bid during this period will result in forfeiture of Bidder’s Bid Security/ EMD.

11. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection.

12. **Clarification regarding contents of the Bids.** 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.

13. **Unwillingness to quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
14. **Validity of Bids.** The Bids should remain valid till **12 months** from the last date of submission of the Bids.
15. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs 76,35,000/- (Rupees Seventy six lakhs thirty five thousand only)** 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 authorized to conduct government business as per Form DPM-13 (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 Organization (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.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements.** List of items /services required is as follows:-

**Cartg SA 7.62 mm x 39 mm Ball Intermediate
Rimless Ammunition for Rifle AK-47 – Qty 2,17,36,850**

2. **Technical Details.** Refer **Appendix ‘C’** attached for Technical details.

3. **Two-Bid System.** Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid-

Para of RFP specifications item-wise	Specification of item offered	Compliance to RFP specification –whether Yes/No	In case of noncompliance, deviation from RFP to be specified in unambiguous terms

4. **Delivery Period**

(a) **Nine months in one consignment** i.e. the delivery of the quantity **2,17,36,850** -rounds of **Cartg SA 7.62 mm x 39 mm Ball Intermediate Rimless Ammunition for Rifle AK-47** shall be in one consignment.

(b) Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

5. **Apportionment of Quantity.** In case the L1 vendor does not have the capacity to supply the entire requisite quantity within the specified period as given in the RFP, the order for balance quantity may be placed on the L2, L3 and so on for supply of balance quantity at L1 rates, provided this is acceptable to them.

6. **INCOTERMS for Delivery and Transportation**–**CIF Port of Kochi, Republic of India.**

7. **Consignee details.**

Port of destination - Port of Kochi, Republic of India.

Port Consignee - NAD Alwaye

Ultimate Consignee - Central Ammunition Depot (CAD), Pulgaon, Maharashtra, Republic of India

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 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 Contract.** The contract shall come into effect on the date of signatures 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 and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration.** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussion. 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. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

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

5. **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that Seller is the original manufacturer of the ammunition referred to in this contract has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially to the award of the contract to the Seller, nor has any amount been paid promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/ firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the buyer. The Seller will also be debarred from entering into any 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, without any entitlement or compensation to the Seller who shall in such an event be liable to

refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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 of the Ammunition and conduct trials, installation of equipment, training, etc as 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 0.5% of the contract price of the delayed/undelivered ammunition 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 ammunition.

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

- (a) The delivery of the Ammunition is delayed for causes not attributable to Force Majeure for more than (**Six months**) after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than (**Nine months**) provided Force Majeure clause included in contract.
- (d) The Buyer has noticed that the Seller has utilized 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.
- (f) When the supplier fails to honour any part of the contract including failure to deliver the contracted stores/render service in time.

10. **Notices.** Any noticed 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 Intellectual 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 intellectual 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 RFP 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 RFP and signed on behalf of both the parties and which expressly states to amend the present RFP.

14. **Taxes and Duties:-**

(a) **In case of Foreign Seller.** All taxes, duties, levies and charges which are to be paid for the delivery of goods after the contract, shall be paid by the parties under the present contract in their respective countries.

(b) **In case of Indigenous Seller.**

(i) **General.**

(aa). If Bidder desires to ask for Goods and Services Tax extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ab). If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of tenders.

(ac). If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(ad). If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(ae). Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

(ii) **Customs Duty.**

(aa). For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e. (i) Triplicate copy of the bill of entry; (ii) copy of bill of lading; (iii) a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licences, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer contract number..... dated.....

(ab). Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

(ac). In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

(iii) **Goods and Services Tax (GST).**

(aa) Where the GST is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

(ab). Bidders should note that in case any refund of GST is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the GST, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the GST refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

(ac). The Seller is also required to furnish to the Paying Authority the following certificates:-

(aaa). Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of GST made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

(aab). Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(aac). A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of GST already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(aad). An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

(ad) Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of GST on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

(ae) If it is desired by the Bidder to ask for GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and no liability of GST will be developed upon the Buyer.

(af) On the Bids quoting GST extra, the rate and the nature of GST alongwith HSN Code applicable at the time of supply should be shown separately. GST will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to GST and the same is payable as per the terms of the contract.

(iv) **Octroi Duty & Local Taxes.**

(aa). Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

(ab). In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by-laws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

PART IV – SPECIAL CONDITIONS OF RFP

The Bidders 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 Supplier (i.e. Seller in the Contract) as selected by the Buyer, Failure to do so may result in rejection of Bid submitted by the Bidders.

1. **Performance Guarantee.**

(a) **Indigenous cases.** 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 authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to **10%** 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).

(b) **Foreign cases.** (Performance-cum-Warranty Bank Guarantee).

(i) The Seller will be required to furnish a Performance-cum-Warranty Bank Guarantee by way of a Bank Guarantee from the Seller's Bank through a bank of international repute equal to **ten percent (10%)** of the total value of the contract in contracting currency e.g. for US \$ (US Dollars) only) within 30 days of signing of contract.

(ii) The Bank Guarantee will be in favour of the Govt of India, Ministry of Defence and shall be considered open upon receipt by the Buyer's Bank. The specimen of PBG-cum-WBG is given in Form DPM-15 (Available in MoD website).

(iii) The acceptability of Bank Guarantee will be based on advice received from SBI, Foreign Division Branch. In case the advice of SBI is that the Bank Guarantee not being from a bank of international repute with satisfactory country rating and/or a confirmation of a reputed Indian bank if required to be obtained, then the guarantee will got confirmed (by the seller at his cost) by an Indian Public sector bank or a private sector bank duly authorised by RBI to conduct government business (ICICI Bank Ltd/Axis Bank Ltd/HDFC Bank Ltd).

(iv) The PBG-Cum-WBG shall remain valid upto 60 days beyond the warranty period of last consignment.

(v) In case of any claims or any other contractual obligation being outstanding, the Seller will extend the PBG-Cum-WBG as asked for by the Buyer till such time as the Seller settles all claims and completes all contractual delegations. The PBG-Cum-WBG will be subject to encashment by the Buyer, in case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the contract are not be filled of the seller.

(vi) When the PBG will be considered open.

(vii) Extension of PBG on any claims of buyer and condition for its encashment.

(viii) Vetting of PBG by SBI.

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). **90% of the Payment** will be made against Inspection note, Proof of despatch, duly supported by Xerox copy of the Bank Guarantee and against Consignee's provisional receipt. **Balance of 10%** will be paid on receipt of items in good condition by consignee.

3. **Payment terms for Foreign Sellers.** Ninety (90%) of the payment will be arranged through an **irrevocable Letter of Credit** from State Bank of India/Bank of Baroda/Canara Bank/Syndicate Bank New Delhi as decided by the Buyer, to the Bank of the Foreign Seller. The Seller will give a notification within 45 days from date of signing of contract about the readiness of goods. Letter of Credit is to be opened by the Buyer within 45 days of receipt of readiness and PBG-cum-WBG from the firm. The Letter of Credit will be valid for Nine months from the date of contract, on extendable basis by mutual consent of both the Seller and Buyer. **Balance ten percent (10%) will be made by Direct Bank Transfer** on successful completion of Joint Receipt Inspection (JRI) of the last consignment on submission of **Three Ink-signed invoices for the balance amount and one ink-signed copy of JRI report by the Seller.**

4. **Advance Payments:** No advance payment(s) will be made.

5. **Paying Authority.**

(a) **Indigenous Sellers:** (PCDA HQ, 'G' Block, New Delhi-110 011). 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) Ink-signed copy of contingent bill / Seller's bill.
 - (ii) Ink-signed copy of Commercial invoice / Seller's bill.
 - (iii) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
 - (iv) CRVs in duplicate.
 - (v) Inspection note.
 - (vi) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, GST, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
 - (vii) Exemption certificate for Excise duty / Customs duty, if applicable.
 - (viii) Bank guarantee for advance, if any.
 - (ix) Guarantee / Warranty certificate.
 - (x) Performance Bank guarantee / Indemnity bond where applicable.
 - (xi) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
 - (xii) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
 - (xiii) Any other document / certificate that may be provided for in the Supply Order / Contract.
 - (xiv) User Acceptance.
 - (xv) Xerox copy of PBG.
- (Note – From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

(b) **Foreign Sellers.** Paying Authority (PCDA HQ, 'G' Block, New Delhi-110 011). Shipping documents are to be provided to the Bank by the Seller as proof of dispatch of goods as per contractual terms so that the Seller gets payment from LC. The Bank will forward these documents to the Buyer for getting the goods/stores released from the Port/Airport. Documents will include:-

- (i) Full set of originals Clean on Board Airway Bill/Bill of Lading
- (ii) Invoice-I Original + 5 copies
- (iii) Packing List- 6 copies
- (iv) Certificate of Origin duly stamped by Seller's Chamber of Commerce, if any.
- (v) Certificate of Quality and current manufacture from OEM.
- (vi) Dangerous Cargo certificate, if any.
- (vii) Insurance policy of 110% if CIF / CIP contract
- (viii) Certificate of Conformity & Acceptance Test at PDI, if any.
- (ix) Phyto-sanitary / Fumigation Certificate, if any.
- (x) Performance Bond / Warranty Certificate.

6. **Fall clause.** The following fall clauses will form part of the contract placed on successful Supplier-

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores 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 Dept, 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 shall forthwith notify such reduction or sale or offer of sale to the Director General of Ordnance Services 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 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.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/ organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below -”.

7. Risk & Expense Clause (Applicable to Indigenous Firms Only)

(a) Should the stores or any instalment 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 instalment 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 or any instalment 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.

(d) 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. Force Majeure clause.

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligation (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 result from such Force Majeure circumstances as Flood, Fire, 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 obligation 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.

(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 **180 days**, 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.

9. **Specification.** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP.

10. **OEM Certificate.** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the ammunition shall be mandatory.

11. **Export License:** The Bidders are to confirm that they have requisite export license from their Government and Authorization from the manufacturing plant, in case they are not the OEM, to export the military / non-military goods to India.

12. **Earliest Acceptable Year of Manufacture:** All ammunition should be brand new and manufactured after the signing of contract. Quality / Shelf Life certificate to be enclosed with the Bill.

13. **Transportation:** Transportation clause which will form part of the contract placed on successful Bidder will be that 'the ammunition shall be delivered **C.I.F. Port of Kochi, Republic of India.** Seller will bear the costs and freight necessary to bring the goods to the port of destination i.e. **Port of Kochi.** The Seller also has to procure marine insurance against the Buyer's risk of loss of or damage to goods during the carriage. The Seller will contract for insurance and pay the insurance premium. Seller is also required to clear the goods for export. The ammunition should be shipped preferably by Indian Flag vessels or by vessels belonging to the Conference lines in which India is a member country. However, if an Indian flag vessel or vessel of Conference Lines is scheduled to arrive at the specified port of loading later than 15 days of readiness or on routes where Indian vessels / Conference Lines vessels do not ply etc. the seller may arrange for shipment of the cargo by alternative carrier with the prior written permission of the buyer. The date of issue of the Bill of Lading shall be considered as the date of delivery. No part shipment of goods would be permitted. Trans-shipment of goods would not be permitted. In case it becomes inevitable to do so, the Seller shall not arrange part-shipments and/or transshipment without the express/prior written consent of the Buyer. However, the Seller can still utilize the services of the MoD, Govt. of India Freight Forwarding Agent details for which will be provided by the Buyer. Seller will be required to communicate the following information invariably by telex/signed in case of import of Defence Stores being brought in commercial ships to Embarkation Head Quarters, Chennai well in advance before the Ship sails the port of loading:

- (i) Name of the Ship
- (ii) Port of Loading and name of Country.
- (iii) ETA at port of Discharge i.e. **Kochi.**
- (iv) Number of Packages and weight.
- (v) Nomenclature and details of major equipment.
- (vi) Special instructions, if any stores of sensitive nature requiring special attention.'

14. **Air lift.** The following Airlift clause will form part if the contract placed on successful Bidder. Should the Buyer intend to airlift all or some of the stores the Seller shall pack the stores accordingly on receipt of an intimation to that effect from the Buyer. Such deliveries will be agreed upon well in advance and paid for as may be mutually agreed.

15. **Packing and Marking.** The packing should ensure safety against damage in conditions of land, sea and air transport, transshipment, storage and weather hazards during transportation. The seller shall ensure that the stores are packed in container which are sufficient strong. It should be feasible to lift/move package by crane/fork lift truck. The packing of the equipment and spare/goods shall conform to the requirement of the specifications and standards in force in the territory of the seller's country. The following Packing and Marking clause will form part of the contract placed on successful Bidder :-

- (a) **Marking and Stenciling.** Marking shall give the details of ammunition type, lot NO, year of manufacture, quantity, Hazard indication. **Wooden/metal case** shall be labeled with UN Hazard Division labels. **Boxes are painted** with Olive Green and bear stenciling in Golden yellow colour to show marking as follow :-

(i) **Manner of Marking on ammunition.** Each cartridge shall be permanently marked by a **head stamp impressed, stamped or embossed** that identifies the **manufacturer, the country and year of manufacture, and a unique batch or lot number.**

(ii) **Headstamp markings on ammunition / cartridges .**

- (aa) Shall consist of simple **geometric symbols** indicating “Standard” **e.g. NATO or otherwise.**
- (ab) Symbol indicating the **country and year of manufacture** in symbol /numeric form or alphanumeric code.
- (ac) Symbol indicating the presence of a tracer combination with a numeric and/or alphanumeric code.
- (ac) Headstamp markings to be of a size that is readily legible to the naked eye.
- (ad) Headstamp markings to be of a quality and/or depth such that the markings cannot be readily tampered with or removed.

(b) **On Wooden/metal Boxes.** Wooden/metal Boxes will be painted with Olive Green and bear stencilling in Golden yellow colour to show marking as follow :-

- (i) Calibre
- (ii) Type of Rounds
- (iii) Qty packed
- (iv) Lot No
- (v) Manufacture’s initials/Month and year of manufacture of rounds.
- (vi) Case (Package) No. No./No
- (vii) Gross/Net weight of the case with rounds.
- (viii) UN Hazard Division labels.

(c) The ammunition should be packed in hermetically sealed containers. These containers could be further packed in outer boxes/containers for ease of transportation. The package should be legible, give the details of ammunition, lot No., year of manufacture, quantity etc and UN Hazard Division labels as normally done for ammunition. It is mandatory that all packing materials of any kind made of plant origin used for packing shall require treatment including Heat-Kiln treatment at 56° C (degree Centigrade) for a minimum 30 hours or Methyl Bromide Fumigation at 48g/cum for 32 hours of chemical impregnation of wood with wood preservatives such as copper chrome arsenic or any other approved treatment as per International Standards. Shipment coming into India shall be packed in packaging material confirming to this standard and shall carry a Phytosanitary Certificate issued by an authorized officer at the country of origin of the consignment in the format prescribed under International Plant Protection Convention of the Food & Agricultural Organization. It may also be noted that consignments dispatched without the aforesaid certificate can be detained by the concerned officers of the customs unless clearance is obtained from the Plant Quarantine Authorities at the expense of the imposter. ‘Packing Material’ here means any kind of material of plant origin used for packing which shall include hay, straw, wood savings, wood chips, saw dust, wood waste, wooden pallets, dunnage/ mats, wooden packages, coir pith, peat or sphagnum moss etc.

- (i) Part Number
- (ii) Nomenclature
- (iii) Contract annex number
- (iv) Annex serial number
- (v) Quantity contracted

(vi) The packing list should mention lot No, month & year of manufactures Symbol/numeric form or alphanumeric code of each components of the ammunition viz Cartridge Case, Projectile and Fuzes.

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

(e) The Seller shall mark each package with indelible paint in the English language as follows:-

- (i) EXPORT
- (ii) Contract No. -----
- (iii) Consignee -----
- (iv) Port / airport of destination -----
- (v) Ultimate consignee -----
- (vi) SELLER -----
- (vii) Package No. -----
- (viii) Gross/net weight : -----
- (ix) Overall dimensions/volume : -----
- (x) The Seller's marking.

(f) If necessary, each package shall be marked with warning inscriptions: <Top>, "Do not turn over", category of cargo etc.

(g) Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from the damage of deterioration during transportation by land, air or sea. In this case the Buyer shall finalize the marking with the Seller.

16. **Quality**

(a) The term "quality", shall denote the quality of ammunition, packages/containers, workmanship, production practices and procedures, and shall apply to all deliverables including component parts, packages/containers sourced from third countries, to be supplied in accordance with the contract.

(b) The quality of the ammunition to be delivered under the present contract shall conform to the standards and / or specifications of the manufactures in force in Seller's country at the time of manufacture and shall be certified by "Certificate of Quality" or Certificate of Conformance'.

(c) All the ammunition offered should be of the latest manufacture and conforming to current production standard. All the components and subcomponents used for assembling of the ammunition should have been manufacture in the year of the signing of the contract but not more than 12 months prior to delivery. The certificate to this effect shall be given to the buyer by the supplier.

(d) Supplier with the consent of the Buyer may introduce modifications in the design or alter composition of the ammunition to be delivered aimed at improving its technical characteristics. Should these modifications entail any change in prices for the ammunition; the Parties will settle these prices mutually. In case Supplier intends to supply modified ammunition aimed at improving the technical characteristics, the Supplier shall forward an interchangeability certificate for the fitment and functional aspects of the modified stores. Supplier shall also furnish drawings and other technical details for such modified ammunition to facilitate future procurement and inclusion in the relevant documents.

17. **Quality Assurance.** Supplier would provide the Standard Acceptance Test Procedure (ATP) soft and hard copy for PDI and JRI/Check Proof, within one week of being declared as L1 vendor, to Buyer's QA Agency i.e DGQA. ATP must be guided by internationally acceptable Standards such as IS 2500 Part-II, DEF-131, MIL STD 105E etc for Sampling Inspection by Attributes. ATP must cover Visual and Gauging , Static Tests and Dynamic Firing clearly indicating Lot Size, Acceptance Quality Limit (AQL), Defect Classification List (DCL), Acceptance Criteria and Sample Size as per Sampling Standard to assure Quality and Compatibility of Deliverable Stores in terms of Functioning, Storage, Environmental Condition and Weapon System. Each lot of the amn offered should maintain homogeneity and traceability of ammunition lot and their associated components/sub-assemblies as per the principle of sampling inspection. OEM to specify lot size of ammunition. Buyer(DGQA) reserves the right to modify the ATP. The details in this regard will be co-ordinated , discussed and finalized during negotiation of the Contract by CNC. **The final ATP mutually agreed between Supplier and DGQA should form part of Contract.** Supplier would be required to provide all test facilities i.e. Weapon, Equipments, Instruments, Jigs/Fixtures etc, Documents/Records and requisite test samples as per ATP at his premises for acceptance and inspection by Buyer during PDI. **The Amn offered should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.**

18. **Inspection Authority.** The Inspection will be carried out by DGQA, Republic of India.

19. **Pre-Dispatch Inspection.** The following Pre-dispatch Inspection clause will form part of the contract placed on successful Bidder:—

(a) The Buyer's representatives will carry out Pre-Dispatch Inspection (PDI) of each consignment of the ammunition in order to check their compliance with the Technical Specifications in accordance with Acceptance Test Procedures as finalised during Contract. Upon successful completion of such PDI, the SELLER and BUYER will issue and sign a Certificate of Conformity as per the specimen at Form DPM 21. The format is not sacrosanct and may be altered as per agreement of the parties.

(b) The SELLER will provide following documents to the PDI team (in English) at least 30 days before commencement of each PDI.

(i) Quality Conformance certificate (QCC) stating that stores have been manufactured strictly as per SELLER's Technical specifications and meets the desired performance requirements.

(ii) The Dynamic and Static evaluation test results for the lots offered.

(iii) Acceptance test certificate along with test results / lab reports of different components/sub Assy/Assy/various input material /explosives used for manufacture of the store.

(iv) Calibration Certificates of individual gauges/Instruments used for testing during the PDI.

(v) Compatibility and Serviceability certificate for use of Amn with in service equipment /gun of the Buyer since dynamic firing will be carried out with OEM equipment /gun during PDI.

(c) SELLER shall provide all the Technical Information as desired by the members of the PDI team along with contractual documents (in English).

(d) PDI team shall have a right to visit the manufacturing plants and testing area of the SELLER. **'The Supplier shall also allow PDI team to witness the following' :-**

(i) Preparation of amn for proof.

(ii) Method of pressure measurement using Suppliers copper gauges/IPG, measurement of Muzzle Velocity / Striking Velocity measured with Suppliers equipment.

(iii) Conditioning of amn in chambers.’

(e) The SELLER shall intimate the Buyer and DGQA at least 60 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. The SELLER shall provide day wise programme of PDI of each consignment indicating the locations to be visited and likely duration of tests at each location.

(f) 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 15 days** in advance to apply for the necessary authorizations and clearances to be granted.

(g) The Buyer reserves the right not to attend the PDI or to request for postponement of the beginning of the PDI by a maximum of **fifteen (15) days** from the date fixed for such PDI in order to allow his representative(s) to attend such tests, in which cases he shall inform in writing to the Supplier **within 15 days** before the date of the beginning of the PDI. Should the Buyer request for such postponement, liquidated damages, if any, shall not apply. In case the Buyer informs Supplier within the period mentioned herein over 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, Supplier 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 Supplier’s QA representative alone and such documents bearing the sole signature of the Supplier’s QA representative shall have the same value and effect as if they have been signed by both the parties. In case Buyer does not elect to attend the PDI, the Buyer shall intimate Supplier in writing that it does not wish to attend the PDI.

(h) Supplier shall provide all reasonable facilities, access and assistance to the Buyer’s representative for safety and convenience in the performance of their duties in supplier’s country. Expenditure in terms of sample of ammunition and Proof Stock Components as per ATP for proof firing and static test as well as technical arrangement during PDI will be borne by the SELLER.

(j) All costs associated with the stay of the Buyer’s Representative(s) in the country where the PDI is to be carried out, including travel expenses, boarding and lodging, accommodation, daily expenses, shall be borne by the Buyer.

(k) In case the stores are rejected / not acceptable due to any reason and the PDI is to be rescheduled for any cause, the re-PDI will be carried out at the cost of the supplier/seller, which will include stay, travel expenses, boarding & lodging, accommodation, daily expenses etc.

(t) **‘During PDI of each lot of each consignment, photographic & video graphic coverage of PDI activities and Proof shall be provided by the Supplier and soft copy of sae on CD shall be given to PDI Team.’**

20. **Joint Receipt Inspection.** The following Joint Receipt Inspection (JRI) clause will form part of the contract placed on Supplier: –

(a) Upon arrival of the ammunition at the port of the Republic of India, the Joint inspection of the delivered ammunition will be carried out. The joint inspection will be carried out at the Buyer depots as per programme approved upon by the sides .JRI will consist of:-

(i) Quantitative checking to verify that the quantities of the delivered ammunition corresponding to the quantities defined in this contract and the invoices.

(ii) Complete tests and functional checking of the ammunition as per specifications in the contract, ATP and as per procedures and tests laid down by Buyer.

(iii) Following modalities shall be followed for Check Proof : -

(aa) The Check Proof (CP) (part of JRI) will be conducted as per Infrastructure , Facilities, Conditions , Testing / Measurement Methodology, Equipment, Targets., Jigs and Fixtures , Reference Tables, Service Weapons/Ballistic Barrels etc available in Indian Proof Ranges and Testing Laboratories.OEM will have to accept these and results thereof. Particularly for Pressure measurement supplier should provide pressure gauges being used in their country during Check Proof in India as gauges being used in India may differ from that used by the Supplier's country.

(ab) The OEM may , at his own risk and cost , provision any of equipment, Jigs/Fixtures etc required for conduct of Check Proof in India, if those available in India are not acceptable. However, these will have to be same as that utilized during PDI and supported with requisite Certificates as required and OEM will be responsible to install/establish these at our Proof Ranges ./ Testing Laboratories at his cost.

(ac) DGQA reserves the right to check all lots or reduce / combine lots into groups for Acceptance and also reduce / not check any of the Parameters (part of Visual, Gauging , Static, Fitment/Integration and Dynamic firing /Tests) due to any reasons / constraints. **There will however be no addition or change in Acceptance Criteria (applicable for Check Proof only).**

(ad) In case of valid reasons , there is a requirement to change Acceptance Criteria (Sample Size, AQL,DCL etc), this can be done after mutual discussion between DGQA and OEM, with **final decision being that of DGQA (applicable to both PDI & Check Proof).**

(b) JRI will be carried out by the Buyer's representative(s). JRI of the ammunition will be conducted within **120 days** from the date of the ammunition arrival at the buyer port. The Buyer will invite the Seller with a prior notice of a minimum of **fifteen (15)** days to attend the JRI for the delivered goods. The Seller shall have the right not to attend the JRI. The bio data of the Seller's representative will need to be communicated **fifteen (15) days** prior to the despatch of goods to the Buyer for obtaining necessary security clearance in accordance with the rules applicable in the Buyer's country.

(c) For timely arrival of the representatives of Supplier for the joint inspection of the ammunition, the buyer, not later than **60 days** prior to the scheduled date of carrying out the inspections, shall notify Supplier about the place and time of the inspection. Supplier within **15 days** from the day of the notification about the place and the schedule date of the inspection shall intimate to the buyer the detailed passport data of his representatives to be deputed to India for taking part in the JRI.

(d) On completion of the Joint Receipt Inspection, four copies of bilateral certificate of Joint inspection of the ammunition shall be signed, one set for each party, all the copies being equally valid. If in the course of carrying out the JRI of the ammunition, any claims on the quantity and/or quality of the ammunition arise, the parties shall sign a report of joint inspection of the ammunition, containing the results of the tests and description of the revealed deficiencies/ defects, based on which claim reports will be drawn up.

(e) In the scenario of India Supplier , only PDI will be conducted as per ATP including Dynamic Firing. Under JRI, Para (a) (i) will be applicable along with checks for any transit damage. Indian Supplier will bear the cost of Indian Proof Rang as charged by designated Proof Range.

21. **Franking clause** The following Franking clause will form part of the contract placed on successful Bidder:-

(a) Franking Clause in the case of Acceptance of Goods “The fact that the goods have been inspected after the delivery period and passed by the inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract”

(b) Franking in the case of Rejection of Goods “The fact that the goods have been inspected after the delivery period and rejected by the Inspecting officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract”

22. **Claims:** The following Claims clause will form part of the contract placed on successful Bidder:-

(a) The claims may be presented either on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

(b) 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 the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

(c) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI (including check proof) 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 guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).

(d) 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.

(e) 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. Repaired or replaced goods will be subjected to all the tests and check proof firing as per ATP

(f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.

(g) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

23. **WARRANTY**

(a) The seller warrants that the goods supplied under this contract conform to technical specifications prescribed and shall perform according to the said Technical Specifications.

(b) The seller warrants for a period of **24 months** from the date of acceptance of stores by Joint Receipt Inspection Team after all static tests and check proof firing or date of installation and commissioning whichever is later, 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.

(c) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, maximum within 45 days of notification of such defect received by the Seller, 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. Record of the down time would be maintained by user in log book. Spares required for warranty repairs shall be provided free of cost by Seller. 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.

(d) Seller hereby warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the seller and he will ensure that the downtime is within **5%** of the warranty period.

(e) In case the complete delivery of Engineering Support Package is delayed beyond the period stipulated in this contract, then the Seller undertakes that the warranty period for the goods / stores shall be extended to that extent.

27. **Undertaking. (Applicable to Foreign Firms Only)** The SELLER gives an undertaking that all terms and conditions of the present contract regarding terms of shipment, elimination of claims during warranty period shall be fulfilled in due time and as per terms, stipulated in the present contract. In the event the SELLER does not fulfill his performance obligations within the warranty period, the BUYER shall have the right to recover the payment of equal sum under any operative contracts of the SELLER with Ministry of Defense, Government of India until accomplishment of obligations by the SELLER.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows:
 - (a) **Technical evaluation.**
 - (i) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.
 - (ii) Technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the item as mentioned in the RFP. The compliance of Technical Bids(which would include the trials) would be determined on the basis of the parameters specified in the RFP. The Commercial Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
 - (b) **Commercial Evaluation.** The Price Bids of only those Bidders will be opened whose Qualifying Bids would clear the technical evaluation. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the **BOQ**. The consideration of taxes and duties in evaluation process will be as follows :-
 - (i) L-1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local governments such as GST etc on final product, as quoted by bidders.
 - (c) All the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.
 - (d) 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. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - (e) The Lowest Acceptable Bid will be considered further for placement of contract after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
2. **Price Bid Format (to be used for L-1 determination).** The Commercial bid format is provided as **BoQ.xls** along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this **BoQ.xls** as it is and quote their offer in the permitted column. A copy of the format is attached as **Appendix ‘D’**.

Note. Determination of L-1 will be done bases on total of basic prices including {(b) to (d) of para 3 below (not including levies, taxes and duties levied by Central/State/Local Governments such as GST, etc on final product) of all items/requirements as mentioned above.

3. **Additional information in Price Bid on Taxes and Duties (not in scope of L-1 determination) –**

- (a) Is GST extra?
- (b) If yes. Mention the following:-
 - (i) Total value of items on which GST is leviable.
 - (ii) Rate of GST (item-wise if different GST is applicable).
 - (iii) HSN Code.
 - (iv) Surcharge on GST, if applicable?
 - (v) Total value of GST payable.
- (c) Is GST Exemption (GSTE) required?
- (d) If yes, then mention and enclose the following:-
 - (i) Excise notification number under which GSTE can be given.
- (g) Any other Taxes/Duties.

AMGO (SSA)

Appendix 'A'
(Ref Paragraph 4 (a) Important
Instructions of this RFP)

TENDER CONDITIONS ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date :

To

SUB : ACCEPTANCE OF TERMS & CONDITIONS OF TENDER

Tender Reference No : _____

Name of Tender/work :

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely :

As per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/we have read entire terms and conditions of the tender documents from Page No ____ to ____ (including all documents like annexure(s), schedule(s), etc.) which form part of the contract agreement and I/we shall abide hereby the terms/conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organisations too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby uncomnditonally accept the tender conditons of above mentioned tender document(s)/ corrigendum(s) in its totality/entirely.

5. In case any provisioons of this tender are found violated, your deparment/organisation shall be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely and we shall not have any claim/right against deptt in satisfaction of this condition.

Yours faithfully,
(Signature of the Bidder, with Official Seal)

Appendix B

(Ref Para 3(d) , Part I of this RFP)

INSTRUCTIONS TO THE BIDDERS

Instructions for Online Bid Submission Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app> are as follows

1. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the eProcurement portal is a prerequisite for e-tendering.
2. Bidder should do the enrolment in the eProcurement site using the “Click here to Enrol” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email_id. All the correspondence shall be made directly with the contractors/bidders through email_id provided.
3. Bidder need to login to the site through their user ID/password chosen during enrolment/registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/EMudra or any Certifying Authority recognized by CCA India on eToken/Smart Card, should be registered.
5. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
6. Bidder logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the eToken/SmartCard to access DSC.
7. In case of limited tender the regd dealers/the bidders invited to participate in the tender will receive a notification through e-mail wrt to tender and after log in the bidder selects the tender and moves it to “my tenders”. In case of open tenders the bidder selects the tender which he/she is interested in by using the search option & then moves it to the “my tenders” folder.
8. From my tender folder, the bidder selects the tender to view all the details indicated.
9. If there are any clarifications, this may be obtained online through the tender site, or through the contact details or during the pre-bid meeting if any or during the pre-bid meeting if any.
10. Bidder should take into account the corrigendum published before submitting the bids online.
11. It is constructed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
12. The Bidders can update well in advance, the documents such as certificates, annual report details etc. under My Space option and these can be selected as per tender requirements and then sent along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
13. Bidder, in advance, should get the bid documents ready to be submitted as indicated in the tender document/schedule and generally, they can be in PDG/xls/rar/zip/dwf formats. If there is more than one

documents, they can be clubbed together and can be provided in the requested format. Each document to be uploaded online for the tenders should be less than 2 MB.

If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.

14. Bidder should submit the Tender Fee/EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.

15. While submitting the bids online, the bidder must read the terms & conditions and accept the same to proceed further to submit the bid packets.

16. The bidder has to select the payment option as **offline** to pay the Tender FEE/EMD as applicable and enter details of the instruments.

17. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. The submitted bid will not be acceptable if otherwise.

18. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders must note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid documents including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

19. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected. **The tech bid acceptance will be subject to physical receipt of specified docu at the time of tech bid opening. Further, the TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids physically by the bidders under any circumstances whatsoever.**

20. If the price bid format is provided in a spread sheet file like BoQ_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BoQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.

21. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

22. After the bid submission (ie after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

23. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc. in the e-tender system. The bidders should follow this time during bid submission.

24. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
25. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers or the procurement officer's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
26. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
27. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
28. For any queries regarding e-tendering process, the bidders are requested to contact TIA as provided in the tender documents. The bidders for any further queries can also contact over phone: 1-800-233-7315 or send a mail over to cpp-nic@nic.in.
29. All the pages of Technical-Bid and commercial-bid should have been duly signed by the bidder/auth rep and hard copy will be submitted in the office of TIA.
30. The undertaking to the effect that the terms and conditions stipulated in the tender document are acceptable by the auth signatory of the bidder's Regd firm will have to be submitted. The subject undertaking on a forwarding letter shall be uploaded on CPP portal during bidding by the bidders.

Note : Rate to be quoted online by bidder in BOQ Excel Sheet only.

TECHNICAL SPECIFICATION : CARTG SA 7.62 MM X 39 MM AMMUNITION
FOR RIFLE AK-47

OPERATIONAL CHARACTERISTICS, FEATURES TECHNICAL PARAMETERS AND
OPERATIONAL PARAMETERS

1. **Essential Characteristics**

- (a) The cartridge consists of :
- Brass cartridge case with mass 7.4 g
 - Bullet with mass of 7.75 to 8.05 g Steel jacket plated with brass lead casing, having steel core.
 - Cartridge mass 16.5 to 17.4 g.
 - Muzzle velocity at 25 m=710 to 725m/s.
 - Max powder gas pressure:

P max highest	≤ 299.1 MPa
P max average	≤ 274.6 MPa

- Average accuracy of Bullet – Consistency ≤ 25 cm at 300 m range
- Power used for extracting the bullet from the case : P=392 to 1079N
- Max Range : 3600m
- Effective Range : 400m
- Penetration : Minimum 3mm Steel Plate at 450m range

- (b) The ammunition should be compatible with the in service 7.62mm AK-47 weapons Rifle (Czech/Romania) held with Indian Army.

2. **Technical Literature.** User hand book/operator Manual, design specification, Preservation Instruction, Technical Manuals and to include Technical description, Inspection / Maintenance tasks, procedures for assembly / disassembly and safety precautions. All literatures should be in ENGLISH. A soft copy of i.e. CD containing all mentioned information should also be provided.

3. **Shelf life :** The Supplier shall stipulate that the shelf life of the ammunition is not less than 15 years from the date of manufacturer under the storage conditions as specified in the RFP. The Supplier should provide following documents/details :-

- (a) Documents of chemical composition, trial report, the details of shelf life assessment done at their end supporting their claim to 15 years shelf life.
- (b) Methodology of extension of shell life, once the shelf life has expired.
- (c) Maximum shelf life in years which can be achieved after extension of life with given methodology.

4. **Environmental Condition**

(a)	Minimum Temperature for use	-	- 40 ⁰ C
(b)	Maximum Temperature for use	-	+ 55 ⁰ C
(c)	Minimum Temperature for storage	-	- 50 ⁰ C
(d)	Maximum Temperature for storage	-	+ 70 ⁰ C
(e)	Maximum Relative Humidity	-	95%
(f)	Average Relative Humidity	-	65%
(g)	Mean value of year's mean Temperature	-	≤ 32 ⁰ C

Note

- (a) The ammunition will be from current manufacture or latest vintage at the time of supply after the date of signing of contract.
- (b) Parameters for inspection and Check Proof is given in Annexure-I to this Appendix.

Packing The ammunition should be packed in hermetically sealed containers. These containers could be further packed in outer boxes/containers for ease of transportation. The package should have Night identification marking which should provide the details of ammunition, and lot No, year of manufacture, quantity etc and UN Hazard division labels as normally done for ammunition.

Annexure-I to Appendix 'C'
(Refer Para 4 Note (b)) .

PARAMETER/INSPECTION/CHECK PROOF

1. **At OEM Premises.**

- (i) Inspection of registers/Records/Certificate for correctness of material, explosive and manufacturing date/year.
- (ii) Visual inspection of Amn for its completeness and quality.
- (iii) Visual inspection of Packages for its completeness and quality.
- (iv) Visual inspection for correctness of marking and UN Hazard Division.
- (v) The Static Tests and Dynamic Tests are as under :-

Static Tests

- (aa) Air Tightness.
- (ab) MN Test.
- (ac) Bullet Pull off.
- (ad) Bullet Mass.
- (ae) Charge Mass.
- (af) Hardness Test.

Dynamic Test.

- (aa) Velocity.
- (ab) Pressure.
- (ac) Consistency.
- (ad) Penetration.
- (ae) Action Time.
- (af) Functioning & Casualty.

Note : OEM to provide ATP to cover Visual Examination, Gauging Examination, Static Tests and Dynamic Firing Tests clearly indicating AQL, DCL, Acceptance Criteria and Sample Size. ATP to be provided within one week of calling of L1 vendor for CNC and will be vetted by AHSP, subsequently discussed and ratified with OEM and should form part of Contract. In case where Evaluation is required, draft ATP of all such Vendors should be provided two months prior to pre-evaluation meeting. The same will be deliberated with OEM and final decision regarding tests in ATP will be of DGQA.

2. **In India.**

- (i) JRI includes visual inspection for Quality and Quantity of ammunition received.
- (ii) All Static Tests and Dynamic Tests conducted at the OEM premises during PDI will be carried out during JRI/Check Proof in India.
- (iii) The decision regarding the Test Parameters to be checked during JRI/Check Proof will be that of AHSP, viz CQA(A). There will however, be no addition as far as feasible to the Tests contained in the ATP being followed for PDI.

Note:

- (a) The Check Proof and DGQA Technical Evaluation will be conducted as per Methodology, Infrastructure/Facilities, Jigs/Fixtures, and Proof/Service Equipment etc available at our Proof Ranges, which will have to be accepted by OEM including all results thereof.
- (b) The OEM will provide the following equipment, which are required for DGQA Technical Evaluation, at no additional cost :-

- (i) Ballistic Barrels
- (ii) Standard rounds
- (iii) Targets
- (iv) Pressure/other Gauges and their Reference Tables
- (v) Jigs and Fixtures
- (vi) Measurement Instruments
- (vii) Any other Equipment, as required
- (viii) The above requirements will be discussed and decided in the Pre-Pre—
Trial Evaluation Meeting with OEM. The final list of items will be provisioned
by OEM for DGQA Technical Evaluation.

(c) The OEM may, at his own risk and cost may provide any of the equipment, Jigs/Fixtures etc (as stted at Note (b) above) required for conduct of DGQA Technical Evaluation or subsequently for Check Proof, if those available in India are not acceptable. However, these will have to be same as that utilized in the OEM's country and should be supported with requisite Certificates, as required. OEM will be responsible to install/establish these at our Proof Ranges/Testing Laboratories at his own cost.

(d) The decision regarding the Test Parameters to be checked during JRI/Check Proof will be that of AHSP, viz CQA (A).

(e) OEM to provide "Safety Certificate" of Weapon and Ammunition during DGQA Technical Evaluation, PDI and JRI (Check Proof).

3. **Safe operation of Armaments:**

(i) Ammunition should be safe for operation at all environmental condition mentioned at Para 4 of Appx 'C'

(ii) Amn should be safe during handling, transportation and storage for the entire period of its specified Shelf Life.

TRIAL METHODOLOGY OF COMPARATIVE USER TRIALS OF AMN
FOR RIF AK-47

<u>S.No</u>	<u>Aspects to be evaluated</u>	<u>Methodology</u>
1.	Accuracy and consistency	(a) Firing of 5 rds group from same wpn, firer and mount of both amn (in service amn and new amn) from each wpn from 100 mtr, 200 mtr, 300 mtr and 400 mtr.
2.	Sustained fg	(a) Firing of complete cycle of 2400 rds as per TOP (3-2-045). (b) Two wpn each with in service amn and new amn. (c) First half of 120 rds of sub cycle 1 (60 rds/2 mag) will be fired in single shot mode at the rate of one round per sec. (d) Second half of 120 rds of sub cycle 1 (60 rds /2 mag) will be fired in short bursts at the rate of 85 shots/min. (e) Second sub cycle after a gap of 10 min. (f) Accuracy recheck after 240 rds. (g) Cleaning after cycle of 600 rds. (h) Comparison of the stoppages occurred from both Amn.
3.	Copper and Carbon deposits	Check after firing every 600 rds before cleaning.
4.	Smooth operations of moving parts during extraction, ejection and feeding	Obsn during sustained fg test.
5.	Ease of Loading in the Magazine	Filling of magazines.
6.	Sound	Measure with the help of sound meter for both amn and comparison.
7.	Ejection pattern	(a) Obsn in SS as well as SB mode. (b) Empty cartridge case should be eject in an arc of 15 deg to 75 deg. (c) Max, min and avg distance covered by the empty cartridge case to be recorded for comparison.
8.	Heating pattern during sustained firing	Temp to be recorded after firing each sub cycle of 120 rds at fwg loc (a) Upper hand guard (b) Lower hand guard (c) Cocking handle
9.	Cook Off	Round to be kept in chamber after firing a cycle of 240 rds to check the possibility of cook off.
10.	Suitability of packing and ease of carriage of Amn	Handling and transportation of amn.

**BROAD METHODOLOGY AND REQUIREMENT OF AMMUNITION FOR USER TRIAL FOR
CARTRIDGE 7.62 MM X 39 MM AMMUNITION FOR RIFLE AK-47
EX-IMPORT**

Recommended details of practices to be carried out with upto two rifles, is as given below :-

<u>Ser No</u>	<u>Prac</u>	<u>Day/Ni</u>	<u>Rg (m)</u>	<u>Rds</u>
(a)	Warm up	Day and ni	300 m	80
(b)	Zeroing	Day	300 m	320
(c)	<u>Functioning.</u> (i) Accuracy & consistency. (ii) <u>Sustained firing.</u> (aa) Smooth operation of moving parts and recoil. (ab) Copper and carbon deposits. (ac) Heating pattern. (ad) Cook off. (iii) Flash, smoke and sound. (iv) Ease of loading and ejection pattern. (vi) Suitability of packing and ease of carriage of amn.	Day and ni	300 m to 400 m	5,600
Grand Total				6,000

Aspect of penetration - *Firing of 5 rounds on 3.5mm steel plate at 400 mtr.*

Ease of loading of magazine - *Fill 5 magazines to check for ease.*

Compatibility of amn to be ensured with all variants of Rif AK-47 in service with IA viz Romanian, Slovakia, Bulgarian and Czech.

Appendix 'E'
(Refer Para 7 (c) (ii) of Part-I of RFP)

MODALITY FOR DGQA TECHNICAL EVALUATION

1. **Conduct.** DGQA will undertake all/any of the following Tests /Checks at DGQA Laboratories /Testing Facilities /Proof Ranges in India during DGQA Technical Evaluation :-

S.No	Tests/Checks
(a)	Visual Inspection
(b)	<u>Static Test</u>
	(i) Air Tightness. (ii) MN Test. (iii) Bullet Pull off. (iv) Bullet Mass. (v) Charge Mass. (vi) Hardness Test.
(c)	<u>Dynamic Test</u>
	(i) Velocity. (ii) Pressure. (iii) Consistency. (iv) Action Time. (v) Penetration. (vi) Functioning & Casualty.

Total qty required- **800 nos (575 Nos for Proof + 225 Nos to meet any eventuality).**

Note: Specific Parameters (as stated above) to be checked/checked will be decided by DGQA, based on Requirement & Facilities available in India and after discussion in Pre-Trial Meeting.

2. **Requirement of Ammunition**

Vendor will provide 800 Nos of quantity of Ammunition/Rounds required for DGQA Technical Evaluation at the nominated Proof Range/Test Labs in India at No Cost No Commitment (NCNC) basis (This is in addition to the requirement for User Trials).

3. **Pre-requisites/Stipulations. (Note at Para 2 of Annexure-1 to Appx 'C' also refers).**

- (a) DGQA will undertake Technical Evaluation as per Evaluation Programme prepared by DGQA.
- (b) The Draft Evaluation Programme will be based on Draft ATP forwarded by OEM and duly vetted by DGQA.
- (c) The Draft Technical Evaluation Programme will be discussed with OEM in Pre-Pre-Trial Meetings. **However, final decisions regarding the DGQA Technical Evaluation Programme including all its provisions therein will be that of DGQA.**
- (d) DGQA Technical Evaluation will be conducted as per Infrastructure, Facilities, Conditions, Testing/Masurement Methodology, Equipment, Targets, Jigs and Fixtures, Reference Tables, Service

Weapons/Ballistic Barrels etc. available in Indian Proof Ranges and Testing Laboratories. OEM will have to accept these and all results thereof.

(e) The OEM will provide the following equipments, which are required for DGQA Technical Evaluation, at no additional cost :-

- (i) Ballistic Barrels
- (ii) Standard rounds
- (iii) Targets
- (iv) Pressure /other Gauges and their Reference Tables
- (v) Jigs and Fixtures
- (vi) Measurement Instruments
- (vii) Any other Equipment, as required
- (viii) The above requirements will be discussed and decided in the Pre-Pre-Trial Evaluation Meeting with OEM. **The final list of items will be provisioned by OEM for DGQA Technical Evaluation.**

(f) The OEM may, at his own risk and cost, provide any of the equipment, Jigs/Fixtures etc (as stated at Para 3 (e) above) required for conduct of DGQA Technical Evaluation, if those available in India are not acceptable. However, these will have to be same as that utilized in the OEM's country and should be supported with requisite Certificates, as required. OEM will be responsible to install/establish these at our Proof Ranges/Testing Laboratories at its cost.