



REQUEST FOR PROPOSAL

BY

**MINISTRY OF DEFENCE
GOVERNMENT OF INDIA**

**FOR PROCUREMENT OF QUANTITY 29,762
NIGHT SIGHT (IMAGE INTENSIFIER (II)) FOR
ASSAULT RIFLES UNDER BUY (INDIAN-IDDMM) CAT**

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The contents of this RFP must not be disclosed to unauthorised persons and must be used only for the purpose of submission of Bids.

This document contains 90 pages including cover page and Appendices.

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05 Jul 2022

To

**REQUEST FOR TECHNICAL AND COMMERCIAL PROPOSAL FOR PROCUREMENT
OF QUANTITY 29,762 NIGHT SIGHT (II) FOR ASSAULT RIFLE
CATEGORY : BUY (INDIAN-IDDM)**

Dear Sir / Madam,

1. The Ministry of Defence, Government of India, intends to procure **quantity 29,762 Night Sight (II) for 7.62 x 51 mm Assault Rifles along with accessories for each Assault Rifles [Lens Cover, Eye Guard, Cleaning Kit, Battery Pack Charger and quantity 03 Sets of Batteries (each set of batteries corresponds to No of batteries required to operate the Sight)]** and seeks participation in the procurement process from prospective Bidders subject to requirements in succeeding paragraphs.

Synopsis

2. **Broad Description of Equipment / System.** As per **Appendix A.**

3. The salient aspects and timelines of the acquisition are tabulated below. In case of any variation in the details furnished below or in any Annexures(s) with that mentioned in the RFP, information furnished in the main body of the RFP at referred Paragraph is to be followed.

Ser No	Description	Details	Reference Para of the RFP
(a)	Equipment / System required	Night Sights (II) for 7.62 x 51 mm Assault Rifles.	Para 1 & 4 of the Cover Note to the RFP
(b)	Quantity Required	29,762	
(c)	Categorisation of Procurement	Buy (Indian-IDDM)	
(d)	Minimum IC Content required	50 % (Source of II tube will be Indigenous with minimum IC of 30% in II tubes).	

(e)	Place(s) of Delivery	COD, Agra	Para 7 of the RFP
(f)	Warranty Period	24 Months from the date of acceptance post JRI or from date of installation and commissioning of SMT / STEs, whichever is later (on Pro rata basis).	Appendix C to the RFP
(g)	Earnest Money Deposit	₹ Five Crores (Rs 05 Crores)	Para 21 of the RFP
(h)	Last date for submission of Pre-bid queries	26 Jul 2022	Para 23 of the RFP
(j)	Date and time for Pre-bid meeting	16 Aug 2022, 1000hrs	Para 24 of the RFP
(k)	Last date and time for Bid Submission	27 Sep 2022, 1500hrs	Para 25 of the RFP

4. **Special features of the RFP.** The RFP is being issued for procurement **quantity 29,762 Night Sight (II) for 7.62 x 51 mm Assault Rifles**. Source of II tube will be indigenous with minimum IC of 30% in II tubes.

5. This Request for Proposal (RFP) consists of following four parts:-

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6. The Government of India invites responses to this request only from Original Equipment Manufacturers (OEM) or Authorised Vendors or Government Sponsored Export Agencies (applicable in the case of countries where domestic laws do not permit direct export by OEM) subject to the condition that in cases where the same equipment is offered by more than one of the aforementioned parties, preference would be given to the OEM.

7. The end user of the equipment is the Indian Armed Forces.

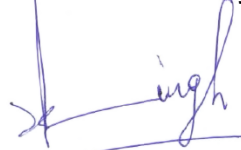
8. This RFP is being issued with no financial commitment; and the Ministry of Defence reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the procurement case at any stage. The Government of India also reserves the right to disqualify any Bidder should it be so necessary at any stage on grounds of National Security.

9. This RFP is non-transferable.

10. In addition to various Appendices and their Annexures, attached with this RFP, reference to various paragraphs of DAP-2020 has been made in the RFP. The DAP -2020 is an open domain document that is available at GoI, MoD website www.mod.nic.in.

11. The receipt of the RFP may please be acknowledged.

Yours faithfully



(DK Singh)
Colonel
Director C,
O/o ADG, Acq Tech (Army)

O/o ADG Acq Tech (Army)

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Disclaimer

This RFP is neither an agreement and nor an offer by the MoD to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the MoD in relation to the Project. This RFP document and any assumptions, assessments and statements made herein do not purport to contain all the information that each Bidder may require. The Bidder shall bear all its costs associated with or relating to the preparation and submission of proposal pursuant to this RFP. Wherever necessary, MoD reserves the right to amend or supplement the information, assessment or assumptions contained in this RFP. The MoD reserves the right to withdraw the RFP or foreclose the procurement case at any stage. The issuance of this RFP does not imply that the MoD is bound to shortlist a Bidder for the Project. The MoD also reserves the right to disqualify any Bidder should it be so necessary at any stage on grounds of National Security.

PART I – GENERAL REQUIREMENTS

1. This part consists of the general requirement of the Goods (also referred as equipment / systems / deliverables) and Services, hereafter collectively referred as 'Deliverables', the numbers required, the time frame for deliveries, conditions of usage and maintenance, requirement for training, Engineering Support Package (ESP), Offset obligations and warranty / guarantee conditions, etc. It includes the procedure and the date & time for submission of bids.

Non-Disclosure

2. The Bidding documents, including this RFP and all attached documents provided by the MoD, are and shall remain or become the property of the MoD. These are transmitted to the Bidders solely for the purpose of preparation and the submission of a proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their proposal. The provisions of this Para shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the MoD will not return to the Bidders any proposal, document or any information provided along therewith (except unopened Commercial Bid and **EMD**, as relevant).

3. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process, or concerning the Bidding Process. The MoD will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. MoD may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or MoD or as may be required by law or in connection with any legal process.

4. **Confidentiality of Information.** No party shall disclose any information to any 'Third Party' concerning the matters under this RFP generally. In particular, any information identified as 'Proprietary' in nature by the disclosing party shall be kept strictly confidential by the receiving party and shall not be disclosed to any third party without the prior written consent of the original disclosing party. This clause shall apply to the sub-contractors, consultants, advisors or the employees engaged by a party with equal force.

Business Eligibility

5(a). **Undertaking by Bidders.** The Bidder will submit an undertaking that they are currently not banned / debarred / suspended from doing business dealings with Government of India / any other government organisation and that there is no investigation going on by MoD against them. In case of ever having been banned / debarred / suspended from doing business dealings with MoD / any other government organization, in the past, the Bidder will furnish details of such ban / debarment along with copy of government letter under which this ban / debarment / suspension was lifted / revoked. The Bidder shall also declare that their sub-contractor(s) / supplier(s) / technology partner(s) are not Suspended or Debarred by Ministry of Defence. In case the sub-contractor(s) / supplier(s) / technology partner(s) of the

Bidder are Suspended or Debarred by Ministry of Defence, the Bidder shall indicate the same with justification for participation of such sub-contractor(s) / supplier(s) / technology partner(s) in the procurement case.

5(b). Subsequent to submission of bids if any sub-contractor(s) / supplier(s) / technology partner(s) of the Bidder is Suspended or Debarred by Ministry of Defence, the Bidder shall intimate the Ministry of Defence regarding Suspension or Debarment of its sub-contractor(s) / supplier(s) / technology partner(s) within two weeks of such order being made public.

6. **Pre-Qualification Criteria.** The detailed Pre-Qualification criteria for the Bidders for participation in the instant procurement case are placed at **Appendix L to this RFP**. All Bidders are to submit details as per the criteria along with the Technical Bids. These would be evaluated by the TEC.

7. **Indigenous Content.** For the purposes of this RFP and the acquisition contract (if any) signed by the Ministry of Defence with a successful Bidder, indigenous content shall be as defined under **Para 8 to 12 of Chapter I** and **Para 1 of Appendix B to Chapter I of DAP 2020**. The format of Undertaking to Comply with Indigenous Design is attached **Appendix P of this RFP**. In addition, reporting requirements for prime (main) Bidders (and for sub-contractors / suppliers / technology partners reporting to higher stages / tiers) shall be as prescribed under **Para 4 to 7 of Appendix B to Chapter I of DAP 2020**. The right to audit Bidder / sub-contractors / suppliers / technology partners shall vest in the Ministry of Defence as prescribed under **Para 10**; and aspects of delivery, certification, payments, withholding of payments and imposition of penalties shall be as prescribed under **Para 11 to 15** thereof. Furthermore, Bidders are required to submit their Indigenisation plan in respect of indigenous content as stipulated in **Para 4 to 7 of Appendix B to Chapter I** and **Para 39 of Chapter II of DAP 2020**. **Each Vendor is required to submit an undertaking to comply with indigenous design as per Appendix A to Chapter I of DAP 2020 (format attached as Appendix A to RFP) . Certificates being submitted by the Vendors in support of "Indigenous Design" would be checked during the TEC Stage.** As special condition, In addition to overall IC content of min 50% for Night Sight (II) for Assault rifles, the Source of II tube will be indigenous with minimum IC of 30% in II tubes. The DAP 2020 is available at MoD, GoI website (www.mod.nic.in) for reference and free download.

8. **Year of Production.** Deliverables supplied under the contract should be of latest manufacture i.e manufactured after the date of Contract with unused components / assemblies / sub-assemblies, conforming to the current production standard and should have 100% of the defined life at the time of delivery. Deviations, if any, should be clearly brought out by the Bidder in the Technical Proposal.

9. **Delivery Schedule.** The delivery schedule of equipment and services along with the relevant payment stages is specified at **Annexure V to Appendix H**.

10. Once the contract is concluded and the delivery schedule is established, the Bidder shall adhere to it and ensure continuity of supply of deliverables and their components under the contract.

11. **Warranty.** The deliverables supplied shall carry a warranty for **24 months**. Commencement of warranty will be from the date of acceptance post JRI or from date of installation and commissioning of SMT / STEs, whichever is later (on pro rata basis). Warranty Clause is given at **Appendix C** to this RFP.

12. **In Service Life.** The 'In Service Life' of the **Night Sight (II) for 7.62 x 51 mm Assault Rifle** should not be less than **10,000 hours of operation or 10 years, whichever is earlier**. The In Service Life of the deliverables shall be stipulated in the offer. In case of shelf life, the relevant storage conditions should be clearly specified. The Bidder is required to give details of reliability model, reliability prediction and its validation by designer / manufacturer to ensure reliability of stores throughout Service Life. The efficacy of reliability model / prediction / validation would be verified during technical and environmental evaluation as indicated in **Para 39** of this RFP.

13(a). **Product Support.** The Bidder would be bound by a condition in the contract that he is in a position to provide product support in terms of maintenance, materials and spares for a minimum period of **10 years**. Even after the said mandatory period, the Bidder would be bound to give at least two years notice to the Government of India prior to closing the production line so as to enable a Lifetime Buy of all spares before closure of the said production line. This, however, shall not restrict the Buyer from directly sourcing sub-equipment / sub-assembly and spares from their respective OEMs / sub-vendors on completion of warranty. In case the sub-equipment/sub-assembly / parts require tuning / calibration / integration by the Bidder prior replacement, the same is to be undertaken by the Bidder at fair and reasonable cost, as mutually agreed between Buyer and Bidder.

13(b). **Codification.** The Bidder agrees to provide existing NATO Stock Numbers (NSNs) of OEM for each item supplied under the contract as per part list (including MRLS). In case, the NSNs are not available, the bidder agrees to codify using basic technical characteristics as required for codification in consultation with MoD / Directorate of Standardisation. In case of IPR issues, codification will be undertaken as Type IV codification (where only the manufacturer details and part number are to be provided).

14. **Obsolescence Management Plan.** An actionable obsolescence management plan is to be proposed by the Bidder along with the mechanism for intimation of notification of obsolescence. The modalities of the mechanism for intimation of notification would be deliberated during CNC. The mutually agreed mechanism for intimation would form an integral part of the contract. All upgrades and modifications carried out on the equipment during the next **10 years** or (or any other period as applicable) must be intimated to the SHQ as per the agreed mechanism.

15. **Training of Crew and Maintenance Personnel.** Training of Crew and Maintenance Personnel. A training package for training of operators, operator trainers and maintenance personnel to undertake operation and maintenance of equipment, along with tools and test jigs and training of QA personnel for Quality Assurance of equipment would be required to be carried out in English language and Hindi language (if required). This training shall be designed to give the operators and maintainers necessary knowledge and skills to operate & maintain equipment (**Field and Base level Maintenance**). **The Block Syllabus and details of training to be conducted to be decided by Infantry Directorate (Inf-8), EME Directorate (Arty & Soldier System) and the vendor.** The syllabus for maintenance Personnel will be defined by the Bidder in consultation with the Buyer at the time of MET. The maintenance training will be imparted to the satisfaction of the Buyer and Bidder will ensure that the training content and period will be to impart working proficiency up to the required level. All training requirements such as training aids, projection system, complete equipment with accessories / optional, technical literature, spares, test equipment / test set up, charts, training handouts, power point presentations, Computer Based Training (CBT), Documentation, Simulators etc will be catered by the Bidder. **The maintenance training be completed prior to completion of supply of first consignment.**

16. The Bidder would provide the following training to the personnel of the Buyer based on agreed terms of contract:-

Ser No	Service / Directorate	Location	Duration (No of Working Days per Batch)	No of Batches	Total No of Personnel	Remarks
User Personnel						
(a)	Infantry	Infantry School, Mhow	06	11	127	11/12 personnel per batch
Maintenance Personnel						
(b)	(i)	Fd Level Repair Trg	EME School	05	06	162 (27 per batch)
	(ii)	Base Level Repair Trg	OEM Premises	10	01	11 One batch only
QA & Ordnance Personnel						
(c)	Ordnance	COD Agra / Vendor Premises in India	01	01	02	Combined training for Ordnance & DGQA personnel
(d)	DGQA				02	

Notes.

- (i) Number of days are number of working days.
- (ii) Training of QA & Ordnance personnel to be undertaken before delivery of the first batch of deliverables.
- (iii) Training of User Personnel to commence earliest after delivery of the first batch of deliverables.
- (iv) The Block Syllabus and details of training to be conducted to be decided mutually by Infantry Directorate (Inf-8), EME Directorate (Arty & Soldier System) and the vendor. The maintenance training be completed prior to completion of supply of first consignment.

17. **Government Regulations.** It may be confirmed that there are no Government restrictions or limitations in the country of the Bidder or countries from which subcomponents are being procured and/or for the export of any part of the deliverables being supplied.

18. It may be further confirmed that all national and international obligations relevant to transfer of conventional arms of the country of the supplier or countries from which parts and components are being procured, have been taken into account for the duration of the contract. Accordingly, thereafter there would be no review, revocation or suppression of Defence export licence and other related clearance issues to the supplier for the contract that could impinge on the continuity of supply of items and their parts or components under the contract.

19. **Agents.** The Bidder is required to disclose full details of any such person, party, firm or institution engaged by them for marketing of their equipment in India, either on a country specific basis or as a part of a global or regional arrangement. These details should include the scope of work and responsibilities that have been entrusted with the said party in India. If there is non-involvement of any such party then the same also be communicated in the offers specifically. The information is to be submitted as per the format placed at **Appendix D** to this RFP. Without prejudice to the obligations of the Bidder as contained in various parts of this document, appointment of an Agent by Bidders will be subjected to the following conditions:-

- (a) Details of all Agents will be disclosed at the time of submission of offers and within two weeks of engagement of an Agent at any subsequent stage of procurement.
- (b) The Bidder is required to disclose termination of the agreement with the Agent, within two weeks of the agreement having been terminated.
- (c) MoD reserves the right to inform the Bidder at any stage that the Agent so engaged is not acceptable whereupon it would be incumbent on the Bidder either to interact with MoD directly or engage another Agent. The decision of MoD on rejection of the Agent shall be final and be effective immediately.
- (d) All payments made to the Agent 12 months prior to bid submission would be disclosed at the time of bid submission and thereafter an annual report of payments would be submitted during the procurement process or upon demand of the MoD.
- (e) The Agent will not be engaged to manipulate or in any way to recommend to any functionaries of the Government of India, whether officially or unofficially, the award of the contract to the Bidder or to indulge in corrupt and unethical practices.
- (f) The contract with the Agent will not be a conditional contract wherein payment made or penalty levied is based, directly or indirectly, on success or failure of the award of the contract.
- (g) On demand, the Bidder shall provide necessary information / inspection of the relevant financial documents / information, including a copy of the contract(s) and details of payment terms between the Bidder and the Agent engaged by him.

20. **Patent Rights.** The Bidder should confirm that there are no infringements of any Patent Rights in accordance with the laws prevailing in their respective countries.

21. **Integrity Pact.** In the subject RFP, the Bidder is required to sign and submit Pre Contract Integrity Pact (PCIP), **if applicable**, given at **Annexure I** to **Appendix K** to this RFP and shall also deposit **₹ Five Crores (Rs 05 Crores)** as EMD.

22. **Fall Clause.** If the equipment being offered by the Bidder has been supplied / contracted with any organisation, public / private in India, the details of the same may be furnished in the technical as well as commercial offers. The Bidders are required to give a written undertaking that they have not supplied / is not supplying the similar systems or subsystems at a price lower than that offered in the present bid to any other Ministry /

Department of the Government of India and if the similar system has been supplied at a lower price, then the details regarding the cost, time of supply and quantities be included as part of the commercial offer. In case of non-disclosure, if it is found at any stage that the similar system or subsystem was supplied by the Bidder to any other Ministry / Department of the Government of India at a lower price, then that very price, will be applicable to the present case and with due allowance for elapsed time, the difference in the cost would be refunded to the Buyer, if the contract has already been concluded.

Bid Timelines

23. Any queries / clarifications to this RFP may be sent to this office by 26 Jul 2022. A copy of the same may also be sent to :-

**Directorate General of Infantry (Inf-8),
General Staff Branch, Room No 403,
D-I Wing, Sena Bhawan,
IHQ of MoD (Army),
DHQ PO, New Delhi – 110011
(Tele / Fax No 011-23335545)".**

24. **Pre-Bid Meeting.** A pre-bid meeting will be organised by SHQ at 1000 hrs on 16 Aug 2022 at the address given at **Para 23** above to answer any queries or clarify doubts regarding submission of proposals. The Bidder or his authorised representative is requested to attend. Necessary details may be sent a week in advance to **Directorate General of Infantry (Inf-8)**, to facilitate obtaining of security clearance.

25. **Submission of Bids.** The Technical and Commercial Proposals along with IP and **EMD** should be sealed separately in three separate envelopes clearly indicating Commercial/Technical/IP and **EMD and any other Bank Guarantee** as applicable, and then put in one envelope and sealed (**all the envelopes should clearly state the letter No of RFP and the name of equipment and Bidder name**) and submitted to the undersigned at the following address by 1500 hours on 27 Sep 2022: -

O/o ADG Acquisition Technical (Army)
Room No 30, D-II Wing
Sena Bhawan
New Delhi-110011
Fax No: 23792414

26. Offer opening by a Offer opening committee will be held at 1100 hrs on 28 Sep 2022 at the same venue as indicated at Para 25 above. The Bidder or his authorised representative is welcome to be present at the opening of the proposals. Necessary details may be sent atleast one week in advance to facilitate obtaining of security clearance.

PART II – TECHNICAL REQUIREMENTS

27. The second part of the RFP incorporates the aspects of SQRs describing the technical parameters of the proposed equipment, and the environmental parameters for functioning. The operational characteristics and features that should be met by the equipment are elucidated at **Appendix A** to this RFP and the Compliance Table at **Appendix B** to this RFP. The Bidder would be required to offer the equipment for field evaluation on a “No Cost No Commitment” basis.

28. **Operational Characteristics and Features.** The broad operational characteristics [including Essential Parameters ‘A’ and Enhanced Performance Parameters along with respective Credit Scores (if applicable)] and features that are to be met by the equipment are elucidated at **Appendix A** to this RFP.

29. **Technical Offer.** The Technical Offer must enable detailed understanding of the functioning and characteristics of the equipment as a whole and each sub system independently. It must include the performance parameters as listed at **Appendix A** to this RFP and any other information pertaining to the technical specifications of the equipment considered important / relevant by the Bidder. The technical proposal should also include maintenance schedules to achieve maximum life and expected life of each assembly / subassembly (or Line Replaceable Unit (LRU) / Shop Replaceable Unit (SRU)), storage conditions / environment condition recommended and the resultant guaranteed in-service / shelf life. The range and depth of spares included in the proposal should be supported by necessary reliability and prediction model or authenticated by past data on the similar equipment in use. These would be evaluated during FET. Any Bidder found to be providing lesser ESP / MRLS in terms of range and depth will have to make good the deficiency at no extra cost. The revised list of MRLS to this effect is to be submitted prior Staff Evaluation.

30. If there is any associated optional equipment on offer that should also be indicated separately along with the benefit that are likely to accrue by procuring such optional equipment. Should the Bidder be contemplating any upgrades or modifications to the equipment being offered, the details regarding these should also be included in the Technical Proposal.

31. **Technical Details.**

(a) The technical details should be factual, comprehensive and include specifications of the offered system/equipment against broad requirements listed in **Appendix A** to this RFP. In cases where a Bidder claims to have equipment meeting the EPP, details of the same will be provided in the technical bid. EPP details not provided in technical bids, will not be allowed to be claimed subsequently.

(b) Insufficient or incomplete details may lead to rejection of the offer. Mere indication of compliance may be construed as incomplete information unless system’s specific technical details are available in the offer. A format of the compliance table for the technical parameters and other conditions of RFP is attached as **Appendix B** to this RFP.

32. The technical offer should have a separate detachable compliance table as per format given at **Appendix B** to this RFP stating specific answers to all the parameters as listed at **Appendix A** to this RFP. It is mandatory to append answers to all the parameters listed in **Appendix A** to this RFP. One copy of the Technical Proposal should be submitted (along with soft copy), and only one copy of the commercial proposal is required.

33. **Malicious Code Certificate**. The Bidder is required to submit a '**Malicious Code Certificate**' (*only for Electronic items and Software*) along with the Technical Proposal. The format is placed at **Appendix E** to this RFP.

34. **Field Evaluation**. The Bidder is requested to confirm his willingness to provide the equipment for trial evaluation in India on "No Cost No Commitment" basis when so requested. The Buyer, at his own expense, will depute its representatives for the Field Evaluation trials (FETs). If any part of the FETs are conducted in the Buyer's facilities, the Bidder shall depute his personnel and equipment at his own expenses and bear the cost of all expenses of trials other than the cost of ranges, platform or facilities which the Buyer may choose to provide free of cost.

35. **Product Support (ESP)**.

(a) After induction, the equipment / system would be repaired and maintained as per the repair and maintenance philosophy at **Appendix F** to this RFP. The information on Engineering Support Package that is required to be provided is enclosed at **Annexure I to IV** to **Appendix F** to this RFP.

36. **Spares**. The spares requirement will be as per **Appendix F** to this RFP. The spares are required to be categorized in four categories as follows:-

- (a) Manufactured by Bidder as OEM and can be sourced as per Part No.
- (b) Bought out items and customized by the OEM for the specific purpose and such customization would require OEM intervention.
- (c) Bought out from other OEMs / Third Party as specialised items and used without any customization. Such items can be sourced by quoting their Part No. / Identification No. as given by OEM / Third Party and directly utilised.
- (d) General Engineering items / COTs which can be sourced by stating the relevant standards and item description.

Note. The OEM Part No. / Identification No. of items in addition to bidder assigned part number are also required to be given. To the extent feasible, NATO Stock Number (NSN) be also provided.

37. As brought out at Para 29, the range and depth of spares included in the proposal should be supported by necessary reliability and prediction model or authenticated by past data on the similar equipment in use. These would be evaluated during FET. Any Bidder found to be providing lesser ESP / MRLS in terms of range and depth will have to make good the deficiency at no extra cost. The revised list of MRLS to this effect is to be submitted prior Staff Evaluation. The Buyer would also have the option to amend the MRLS proposed by the Bidder within **two** years of the expiry of the warranty period. The Bidders would either 'Buy Back' the spares rendered surplus or exchange them on cost to cost basis with the spares as

required by the Buyer. The said spares would be purchased / replaced by the Bidder, based on the prices negotiated in the contract. The 'Buy Back' clause would not be applicable for additional spares included by the Buyer in MRLS during FET and SE stage, as brought out at Para 29 of RFP.

38. **Active Technology Obsolescence Management**. Bidder is to indicate the methodology on how the Bidder intends to undertake Active Obsolescence Management through life cycle of equipment which would include upgradation of system / subsystem / units on completion of its fair service life. The Bidder / OEM shall also intimate Buyer on likely technology obsolescence of various sub-assemblies / units / modules of equipment through an Annual Bulletin. In case of impending obsolescence of components, bulletin should specify either alternate item or option for life-time buy as under:-

(a) The Bidder / OEM will notify the Buyer not less than two years before the closure of its production line about the intention to close production of equipment for provision of purchasing spare parts, before closure of the said production line.

(b) Three years prior to completion of design / service life of equipment, the Bidder / OEM will submit techno-commercial proposal for upgradation of equipment, wherever applicable, to mitigate technology obsolescence and for ensuring product support for next 10 years (or any other period as applicable).

Evaluation of Technical Offers

39. The Technical Offer submitted by the Bidder will be evaluated by a Technical Evaluation Committee (TEC) to confirm that the equipment being offered meets the Essential Parameters and Enhanced Performance Parameters (EPP) as elaborated at **Appendix A**. Thereafter, the Bidder of the short listed equipment would be asked to provide **Six Nos (06 Nos)** Night Sights (II) with complete accessories for trial evaluation as per trial methodology given at **Appendix G** to this RFP, in India at 'No Cost No Commitment' basis.

Field Evaluation Trials

40. For an equipment to be introduced in service, it is mandatory that it successfully clears all stipulated tests/trials/evaluations as per RFP. The trial evaluation process comprises of the following phases:-

(a) **User Trials**. These will involve functional testing by user of the equipment in various specified conditions as per requirement and may be done in more than one phase. Trials will be conducted only pertaining to conditions where the equipment is most likely to be deployed. In other conditions where the probability of deployment is not high, appropriate vendor certifications confirming the functional effectiveness under such conditions can be given and simulations based testing can be resorted to wherever applicable. In case, equipment fielded requires any repairs/modifications during the course of trials, these in situ servicing, repair, maintenance actions or modifications as requested by the vendor will be permitted. Towards this, Vendors shall ensure availability of requisite maintenance teams / experts onsite during the conduct of trials. Permission for trial equipment to move out of the trial location for a defined period for such repairs or modifications can be permitted on a case to case basis. In single vendor cases permission for the above may be permitted by the OIC Trials itself.

(b) **Technical Trials.** Technical trials will be conducted by QA agency as per Technical Evaluation Plan (to be specified at Para 42 below) to assess conformance to the quality requirements, standards and specifications. Equipment / assemblies / sub-assemblies will be subjected to environmental tests wherever applicable. As far as possible, physical evaluation will only be carried out of critical parameters and other parameters will be evaluated based on vendor certification duly supported by certification by NABL accredited laboratories / internationally recognised laboratories. Towards this, Bidder will submit the technical documentation and draft ATP as part of technical bid or at least one month before commencement of FET. QA agencies will finalise ATP in respect of all Bidders during Technical trials.

(c) **Maintainability Evaluation Trial (MET).** MET to address maintenance, repair and spares support aspects of acquisition, will be undertaken through the OEM documentation concurrent to the User Trials. Essential tests towards establishing maintainability would be undertaken to establish adequacy of maintenance tools, test equipment and spares utilisation. Actual stripping of the equipment to establish adequacy of maintenance tools, test equipment and spares utilisation will ideally be undertaken, where considered necessary by the Buyer.

41. Commercial offers will be opened only of Bidders whose equipment is short-listed, after technical trials and evaluation have been accepted technically. In other words, the equipment would be required to be trial evaluated and found suitable prior to commencement of any commercial negotiations.

42. **Quality Assurance Instructions & Technical Evaluation Plan.** Bidder is to submit a Draft Acceptance Test Procedure (ATP) along with the Technical bid or at least one month before commencement of FET, as per the QA instructions and Technical Evaluation Plan. Based on the draft ATP, the ATP will be finalised by the Buyer's QA agency with Bidder during Technical Trials. In cases where no FET is to be conducted, ATP will be finalised at the CNC stage. ATP shall be included in the contract at the time of finalisation with successful bidder. ATP will lay down the tests to be carried out during PDI. It shall be ensured that there are no repetition of QA tests in PDI and JRI. The JRI would normally be restricted to quantitative checks only, except where check proof is required to be carried out. In case PDI / JRI are planned to be conducted by authorised Third Party Inspection (TPI) Agencies, the same will be spelt out in the QA instructions and the details included in the finalised ATP. QA of equipment will be carried out as per finalised QA plan in the contract. For technical trials by QA agencies, the Bidder will arrange for requisite test facilities at OEM premises / accredited laboratories for establishing conformance. The successful Bidder would also be required to provide those test facilities at OEM premises / accredited laboratories for quality assurance, which are not available with QA agencies. Details of the same will be intimated to the Bidder during finalisation of ATP in Technical trials. Draft guidelines for formulation of ATP are attached as **Appendix O**.

Marking and Packaging

43. **Marking of Deliverables.** The Bidder shall ensure that each deliverable is marked clearly and indelibly, as follows:-

(a) In accordance with the requirements specified in the RFP or if no such requirement is specified, with the indicated codification number or alternative reference number specified.

(b) Ensure that any marking method used does not have a detrimental effect on the strength, serviceability or corrosion resistance of the deliverables.

(c) Where the deliverables have a limited shelf life, with the cure date / date of manufacture or expiry date expressed as months and years.

(d) The Seller shall provide packing and preservation of the equipment and spares / goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane / fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

(e) The packing of the equipment and spares / goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.

(f) Each spare, tool and accessory shall be packed in separate cartons. A label in English and also Hindi (for Indian supplier) shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. A tag in English with said information shall also be attached to six samples of the item. If quantity contracted is less than six then tag shall be affixed to complete quantity contracted of the item. The cartons shall then be packed in packing cases as required.

(i) Part Number :

(ii) Nomenclature :

(iii) Contract annex number :

(iv) Annex serial number :

(v) Quantity contracted :

(g) 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.

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

(i) Contract No.

(ii) Consignee

(iii) Ultimate consignee

(iv) SELLER

- (v) Package Number
- (vi) Gross / Net Weight:
- (vii) Overall dimensions / volume
- (viii) The Seller's marking.
- (ix) Any statutory hazard markings and any handling markings including the mass of any package.
- (x) The Packaging Level J.
- (xi) The SELLER's marking

Where : (aa) Serial No. of package.

(ab) Total number of packages in this consignment.

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

(k) 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.

(l) Additional details :-

(i) Wooden containers with a frame work of nailed solid timber states and battered. Maximum weight of contents 227 kg.

(ii) Minimising packaging volume & weight in line with safety, hygiene & product / consumer acceptance.

(iii) Designing packaging to permit its reuse and recovery and to minimise the impact of packaging waste on the environment.

44. Where it is not possible to mark a deliverable with the required particulars, these should be included on the package in which the deliverable is packed.

45. **Packaging of Deliverables**. The Bidder shall pack or have packed the deliverables, as applicable:-

(a) Packaging requirements for Electronic Equipments should be as per JSS-0253-01-1981 (Reaff in 2001). Additionally, DEFSTAN 81-041 (Pt-1) / STANAG-4280, mentioned in DAP-2020 (P-189) for packaging of non-explosives, may also be referred for guidance regarding packaging / warehousing purpose of equipment and the relevant portion pertaining to Optics / Electronics stores may be applied.

(b) To ensure that each deliverable may be transported in an undamaged and serviceable condition.

46. The Bidder shall ensure that each package containing the deliverable is labeled to include:-

- (a) The name and address of the consigner and consignee including
 - (i) The delivery destination / address if not of the consignee
 - (ii) Transit destination / address (for aggregation / disaggregation, onward shipment etc)
- (b) The description and quantity of the deliverables.
- (c) The full part number in accordance with codification details.
- (d) The makers part, catalogue, serial, batch number, as appropriate.
- (e) The contract number.
- (f) Any statutory hazard markings and any handling markings including the mass of any package which exceeds 3 kgs.

PART III - COMMERCIAL REQUIREMENTS

47. The third part of the RFP consists of the Commercial Clauses and Standard Clauses of contract. The bidders are required to give confirmation of their acceptance of these clauses.

Commercial Bid

48. The Bidder is requested to take into consideration the **Commercial Clauses and Payment Terms** given at **Appendix H** to this RFP while formulating the Commercial Offers. The bidders are required to quote their price in Price bid format given in **Appendix J** to this RFP.

49. Commercial offers will be opened only of the Bidder whose equipment is short-listed, after technical trials and staff evaluation. The Commercial Offer must be firm and fixed and should be valid for at least 18 months from the last date of bid submission.

Commercial Bid Opening

50. The Commercial Offers will be opened by the Contract Negotiation Committee (CNC) and if Bidder desires he may depute his representative, duly authorised in writing, to be present at the time of opening of the offers.

51. The date, time and venue fixed for this purpose will be intimated separately after the evaluations are completed.

52. The CNC will determine the lowest bidder (L1). In cases where EPP are involved, L1 would be decided based on the credit scores earned by the Bidder.

Additional Aspects

53. **Standard Conditions of RFP.** The Government of India desires that all actions regarding procurement of any equipment are totally transparent and carried out as per

established procedures. The bidder is required to accept our standard conditions furnished at **Appendix K** to this RFP regarding Agents, penalty for use of undue influence and Integrity Pact, access to books of accounts, arbitration and clauses related to Law. These conditions along with other clauses of the Contract form the Standard Contract Document (as at **Chapter VI** of DAP 2020) indicates the general conditions of contract that would be the guideline for all acquisitions. The draft contract would be prepared as per these guidelines.

PART IV: BID EVALUATION AND ACCEPTANCE CRITERIA

54. A list of documents / details to be submitted along with the bids is placed at **Appendix M** as a reference to help in completeness of bid and meeting the procurement process schedule.

55. The bids shall be unconditional and unqualified. Any condition or qualification or any other stipulation contained in the bid shall render the bid liable to rejection as a non-responsive bid.

56. The bid and all communications in relation to or concerning the bidding documents shall be in English language.

57. Evaluation and Acceptance Process.

(a) **Evaluation of Technical Proposals.** The technical proposals forwarded by the Bidders will be evaluated by a Technical Evaluation Committee (TEC). The TEC will examine the extent of variations / differences, if any, in the technical characteristics of the equipment offered by various Bidders with reference to the QRs and prepare a "Compliance Statement" for shortlisting the Bidders. The shortlisted Bidders shall be asked to send the desired units of the equipment / weapon system to India for Field Evaluation in varying climatic, altitude and terrain conditions. Field Evaluation would be conducted for Essential Parameters-A and EPP. A Staff Evaluation will be carried out, which will give out the compliance of the demonstrated performance of the equipment vis-à-vis the requirements. The compliance would be determined only on the basis of the parameters specified in the RFP. The Staff Evaluation will analyse the field evaluation results and shortlist the equipment recommended for introduction into service.

(b) **Evaluation of Commercial Bid.** The Commercial bids of only those bidders will be opened, whose technical bids have been cleared by TEC; equipment has been shortlisted after Field Evaluation(Trials) / Technical Trials and Staff Evaluation. Comparison of bids would be done on the basis of Evaluation criteria given in **Appendix J** to this RFP. The L-1 bidder would be determined by Contract Negotiation Committee (CNC) on the basis of **Appendix J** to this RFP. If EPP is applicable, L1 determination would be as per Para 14(c) of Chapter II. Only L-1 bidder would be invited for negotiations by CNC.

(c) **Contract Conclusion / Placement of Order.** The successful conclusion of CNC will be followed by contract conclusion / placement of order.

Appendix A

(Refers to Para 27, 28, 29, 31 (a), 32 & 39 of RFP)

OPERATIONAL CHARACTERISTICS AND FEATURES**ESSENTIAL PARAMETER 'A'****Operational Parameters**

1. **Range.** Night Sight (II) for Aslt Rif should facilitate engagement upto effective range under starlit conditions (**1 milli lux or less**) as follows :-

<u>Target</u>	<u>Range</u>
Single Human Walking	<u>Detection.</u> Minimum 600 m
Single Standing Human	<u>Recognition.</u> Minimum 500 m

2. **Mounting.** The Sight should be able to fit on MIL STD 1913 compliant Picatinny rail.
3. **Zeroing.** The Sight should have an arrangement for zeroing. Once zeroed, the zeroing should not be disturbed post firing. Accuracy required from the Night Sight (II) for Aslt Rif is as follows:-

- (a) **Smallest Correction** - Less than equal to 1 MOA.
(both azimuth and elevation)
- (b) **Adjustment Range** - Minimum ± 8 MOA.
(both azimuth and elevation)

4. **Reticle Pattern.** The Sight should have an adjustable illuminated Bullet Drop Compensator (BDC) reticle pattern that enables engagement of human target upto 500m with the 7.62x51mm Aslt Rif. Range markers 100m onwards with an interval of 100m till 800m to be provided to facilitate engagement. Facility of range estimation upto 800m also to be provided within the sight.

Technical Parameters

5. **Technology.** Image Intensification with ***Autogating*** facility.

6. **Technical Characteristics.**

- (a) II Tube Diameter - Maximum 18mm.
- (b) Figure of Merit (FOM) - Minimum 1700.
- (c) Signal to Noise Ratio (SNR) of II tube - Minimum 25 (at 108 μ lux).

(d) **Autogating.** II tube should have in-built autogating and Automatic Brightness Control (ABC).

(e) High Light Resolution - Minimum 50 lp/mm.
(at 200 lux)

(f) System Gain (f/l) - Between 2000 and 3000(both incl).

(g) **Dark Spots.** Maximum permissible dark spots are as follows:-

Spot Diameter(D) (in μm)	No. of Dark Spots		
	Zone 1 (D=5.6mm)	Zone 2 (D=5.6 to 14.7mm)	Zone 3 (D=14.7 to 17.5mm)
>230	0	0	0
150 to 230	0	1	2
75 to 150	0	2	3

* Acceptable minimum distance between two spots is as defined at para 3.6.19 of Mil Std 49052F.

(h) Magnification - Minimum 4X.

(j) Field of View - Minimum 8°.

(k) Diopter Adjustment - Minimum Minus 3D to Plus 3D.

(l) Eye Relief - Sight to be provided with an Eye Relief.

7. **Features.** Controls / facilities should be available for:-

(a) Power On and Off.

(b) Brightness of Reticle Illumination.

(c) Dioptre Adjustment.

(d) Focus Adjustment of OG.

8. **Power Supply.**

(a) The sight should operate on **removable rechargeable batteries**, housed in the sight. Replacement of battery in the Night Sight (II) should be possible without dismounting the sight from the weapon. Specifications of the batteries to be provided by the vendor.

(b) Illumination in the reticle should be powered by the same power source as for the sight.

(c) Endurance of each set of batteries for maximum brightness of reticle illumination should be minimum 25 hours of continuous use at 27°C ($\pm 2^\circ\text{C}$).

(d) Arrangement for recharging of batteries by AC and DC source with auto cut off facility should be provided. Indication of fully charged battery be provided.

(e) The sight should also function by using commercially available batteries in the same housing when required by user. Specification of the batteries to be provided by the vendor.

9. **Battery Status Display.** Battery status display must be provided.

10. The Night Sight (II) should have following characteristics:-

(a) **Length.** Length of the Night Sight (II) should not be more than **250mm + 10%.**

(b) **Weight.** Weight of Night Sight (II) with batteries and with Mounting Bracket should not be more than **1200 gms + 10%.**

(c) **Colour.** The sight should be '**Non Reflective Black**' in colour.

(d) **Carriage and Transportation.** The sight should be provided with soft case for carriage and hard case for transportation.

11. **Environmental Standards.**

(a) **Environmental and Durability Tests.** As per relevant portions of JSS-5855-11-2019 (Revision 1) Class L12.

(b) **Operating Temperature.**

(i) **Minimum Temperature.** Between minus 20°C and minus 10°C.

(ii) **Maximum Temperature.** Between 40°C and 45°C.

Maintainability and Ergonomics Parameters

12. **Service Life.** Service Life of the Night Sight (II) for 7.62x51mm Aslt Rif should not be less than 10,000 hours of operation or 10 years, whichever is earlier.

ESSENTIAL PARAMETERS 'B'

13. Nil.

ENHANCED PERFORMANCE PARAMETERS

14. (a) **Figure of Merit (FOM).** 1800 or more.

(b) **Proposed Credit Score.**

FOM Parameter	Credits Scores
1800 or more	3%

Appendix B

(Refers to Para 27, 31(b) & 32 of RFP)

COMPLIANCE TABLE

For _____ (Equipment name)

Ser No	Requirement as per the RFP	Compliance / Partial Compliance	Indicate references of Paras / Sub Paras of the Main Technical Document
General Conditions of RFP (Para 01 to 57)			
Technical Parameters as per Appendix A (Vendor to state compliance to Appendix A)			
	Essential Parameters 'A'		
	Enhanced Performance Parameters		
Commercial Parameters as per RFP (Compliance to Commercial Parameters as per RFP)			
1.	Performance-cum-Warranty Bank Guarantee (PWBG) as per Para 2 of Appendix H of RFP.		
2.	Advance Payment Bank Guarantee (APBG) as per Para 1.4.1 of Appendix H of RFP.		
3.	Earnest Money Deposit as per Para 24 of RFP (₹ Five Crores (Rs 05 Crores)).		

Appendix C
(Refers to Para 11 of RFP)

WARRANTY CLAUSE

1. The SELLER warrants that the goods/services supplied under this contract conform to technical specifications prescribed and shall perform according to the said Technical Specifications.
2. The **SELLER** warrants for a period of **24 months** from the date of acceptance deliverables post Joint Receipt Inspection or from date of installation and commissioning of SMT/STEs, **whichever is later** (on pro rata basis) that the goods/stores/services supplied under this contract and each component used in the manufacture thereof shall be free from all types of defects/failures.
3. If within the period of warranty, the goods/stores 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 by the BUYER provided that the goods are used and maintained by the BUYER as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by user in log book. Spares and all consumables required for warranty repairs shall be provided free of cost by SELLER. The SELLER also warrants that the special oils, lubricants, **gas & sealants for purging** required for the warranty repair of the equipment shall be provided by the SELLER himself. All activities including diagnosis, rectification, calibration, transportation etc, required for making equipment serviceable and available would be the SELLER's responsibility. The SELLER also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the BUYER and the SELLER. The SELLER shall intimate the assignable cause of the failures.
4. SELLER hereby warrants that necessary service and repair backup during the warranty period shall be provided by the SELLER and he will ensure that the cumulative downtime period for the equipment does not exceed **10%** of the warranty period i.e **73 days**.
5. If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds **10 %** of the warranty period or a common defect is noticed in more than **15 %** of the quantity of goods with respect to a particular item/component/subcomponent, that complete item/equipment shall be replaced free of cost by the SELLER within a stipulated period of **60 days** of receipt of the notification from the BUYER duly modified/upgraded through design improvement in all equipment supplied/yet to be supplied and ESP supplied/yet to be supplied.
6. SELLER shall associate technical personnel of maintenance agency and QA of BUYER during warranty repair and shall provide complete details of defect, reasons and remedial actions for averting recurrence of such defects.
7. In case the complete delivery of the Engineering Support Package is delayed beyond the period stipulated in this contract, then the SELLER undertakes that the warranty period for **entire range of goods/stores along with the ESP** shall be extended to that extent by which the delivery of ESP was delayed.
8. The SELLER warrants that the goods supplied will conform to the Temperature and Humidity conditions as mentioned at Appendix A to RFP.

Appendix D

(Refers to Para 19 of RFP)

INFORMATION PROFORMA : AGENT
Engagement of Agent by Foreign Vendor

(Separate sheets to be filled in case of multiple Agents)

1. Procurement Case.....
2. Has the vendor engaged/proposes to engage any Agent
[Yes/No] :
3. If Yes, Details of Engaged Agent:
 Name of the Firm / Individual

 Address
 Registration No
4. Date of Engagement
5. Period of Engagement
6. Scope of Work and Responsibilities

7. Payment Details :-
 Payments made in last 12 months
 Brief Terms of Payment.....

8. Any other details

9. Declaration. It is certified that the above information is true. Any change in the information, including termination of an Agent, will be intimated within two weeks of occurrence. Details of further payments will be intimated annually.

Place:

Date:

(Authorised signatory)

Vendor Name and Address

Appendix E

(Refers to Para 33 of RFP)

CERTIFICATE: MALICIOUS CODE

(To be rendered on the Company Letter head)

1. This is to certify that the Hardware and the Software being offered, as part of the Contract, does not contain embedded malicious code that would activate procedures to:-

- (a) Inhibit the desired and designed function of the equipment.
- (b) Cause physical damage to the user or equipment during the exploitation.
- (c) Tap information resident or transient in the equipment/ networks.

2. The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Rights (IPRs) are caused due to activation of any such malicious code in embedded software.

(Signed)

Designation/Name/Address of firm

Date:

Place:

Appendix F

(Refers to Para 35 & 36 of RFP)

PRODUCT SUPPORT

1. **Maintenance Philosophy.** Maintenance of the equipment is structured on two different levels. The Maintenance philosophy can be categorised into 'O' & 'D' levels depending upon the technological complexity of the equipment as under:-

(a) **'O' Level (Field Repairs).** Repairs carried out at field level or equivalent service organisation by technicians specially trained for the purpose, requiring special tools and spares provided additionally for the class of the equipment. These repairs comprise replacement of common Line Replaceable Units (LRUs), sub-modules, other components beyond the holding of units and repairs undertaken beyond a unit level. Normally, a field/station workshop covers such repairs of a group of units holding the said class of equipment. **There shall be 162 No of Field Repair pts to provide field repair cover to qty 29,762 Night Sight (II) for 7.62x51mm SIG 716 Assault Rifle.** The manufacturer in addition to the basic unit level SMTs/STEs/SE, is required to provide the following:-

- (i) Quantity and specification of spares up to sub-Module level, other replaceable components that need to be stocked for a specified population and class of the equipment.
- (ii) Additional Special Maintenance Tools and Test Equipment needed for each such field/flotilla/station work shop.

(b) **'D' Level (Base Repair).** These repairs include extensive Depot level Repairs which are either routine and planned or necessitated due to major repairs/renewal requirements requiring stripping and rebuilding of equipment. Extensive repairs of components / sub-assemblies and overhaul of the complete equipment is carried out by this facility and due to the complexity requires specific technical knowledge, infrastructure, related documentation, experience and proper quality control. Post such repairs, detailed trials are conducted usually by the overhauling agency, prior to handing over of the equipment to the unit for operational exploitation. **There shall be 03 No of Base Repair points to provide 'D' Level (Base) repair cover to qty 29,762 Night Sight (II) for 7.62 x 51mm SIG 716 Aslt Rifle.** The manufacturer is required to provide the following:-

- (i) All Special Maintenance Tools, jigs, fixtures and test equipment for carrying out repairs up to component / PCBs/ module level.
- (ii) Oils, lubricants, **gas & sealants for purging** necessary for overhaul/repair.
- (iii) All necessary technical literature.
- (iv) Calibration facilities for test equipment.

2. To sustain and support equipment through its operational life-cycle, Product Support requirements (as given by User Dte) beyond the warranty period will be procured along with the main equipment. The equipment to be provided with product support through **Engineering Support Package (ESP)** which is elucidated in subsequent paragraph.

Engineering Support Package (ESP)

3. ESP is the basic engineering support the Seller needs to provide to the Buyer for undertaking essential repairs and maintenance of the equipment during its exploitation. These repairs and maintenance would be in consonance with the Maintenance Philosophy enunciated above. ESP would constitute the following aspects:-

- (a) Spares.
- (b) SMTs / STEs test set-up.
- (c) Technical Documentation.
- (d) Training.

4. **Spares**

(a) **Manufacturer's Recommended List of Spares (MRLS)**. This is the list of spares, recommended by the manufacturer, for maintaining operational serviceability of the equipment and sustain it for the period Three (03) years. Based on the explanation given above, you are requested to provide MRLS to sustain the equipment for the period as stipulated in the RFP for various levels of repair as per format given at **Annexure I to this Appendix**. You will be required to provide these both with Technical and Commercial proposals. Cost of the MRLS, along with likely consumption rate of spares would be provided with the Technical proposal. The MRLS will be supported by Reliability & Maintainability (R&M) report for the proposed spares along with their Mean Time Between Failure (MTBF). MRLS would be provided separately for each such sub system. In order to prevent manipulation of the quantum of MRLS for commercial competitiveness or overload unnecessary MRLS, 'Adequacy' clause and 'Buy Back' clause will be co-opted in the contract as under:-

(i) **'Adequacy' Clause**. The Bidder will confirm to the Buyer the range and depth of Accompanied Accessories/ User Replaceable Parts/Expendable, Spares and SMT/STE/Test Jigs being supplied are complete and adequate for carrying out repairs on the equipment up to the specified level. Any Bidder found to be providing lesser ESP/MRLS in terms of range and depth will have to make good the deficiency at no extra cost (Para 29 of RFP refers). The Bidder will also commit that any additional items, spares, tools and equipment needed for use, maintenance and repair will be supplied by the Bidder at prices and within a period as specified in the contract, on receipt of notification from the Buyer for the Life-Cycle Support period. The Bidder will confirm that, if two different prices have been given for the same/similar item, then the lower price quoted will prevail. In case, the quoted accessories has several items viz, Sampling Accessory Kit and add up price of these items is higher than the quoted price of the accessory, then the price would be lowered / adjusted proportionately for the items.

(ii) **'Buy Back' Clause**. The Buyer would have the option to amend the Manufacturer's Recommended List of Spares (MRLS) proposed by the Bidder

within a period specified in the contract, post expiry of the warranty period. The Bidder needs to agree to either 'Buy Back' the spares rendered surplus or exchange them on 'cost-to-cost' basis with the spares, as required by the Buyer. The said spares would be purchased / replaced by the Seller, based on the prices negotiated in the contract. The 'Buy Back' clause would not be applicable for additional spares included by the Buyer in MRLS during FET and SE stage, as brought out at Para 29 of RFP.

5. **Special Maintenance Tools / Special Test Equipment and Test Jigs (SMTs / STEs / Test Jigs)**. SMTs, STE and Test Jigs are essential tools/Jigs/fixtures required to undertake effective engineering support / repairs on the equipment and its systems, based on the Maintenance Philosophy. This would be formulated in a similar manner as explained for MRLS and details are to be included in both Technical and Commercial Proposals as per suggested format at **Annexure II to this Appendix**. SMTs, STEs and Test Jigs will be provided by the Seller, as per the list prepared by the Buyer on completion of MET, where applicable. The list of equipment required to be supplied will incorporate Adequacy Clause, as elaborated above.

6. **Technical Documentation**. The Bidder will be required to provide the technical literature preferably in IETM (Interactive Electronic Training Manuals) in **Level 4** format or higher. The details of technical literature to be supplied with the system should be listed as per the suggested format at **Annexure III to this Appendix**. This should be provided with both Technical and Commercial Proposals. The cost column may be left blank in the Technical Proposal. An illustrated list of documents which may be submitted by the Seller is as under:-

(a) **Technical Literature.**

(i) User Handbook/Operators Manual in English and Hindi.

(ii) Design Specifications.

(iii) **Technical Manuals.**

(aa) **Part I.** Tech description, specifications, functioning of various systems.

(ab) **Part II.** Inspection / Maintenance tasks repair procedures, materials used, fault diagnosis and use of Special Maintenance Tools (SMTs) / Special Test Equipment (STE).

(ac) **Part III.** Procedure for assembly / disassembly, repair up to component level and safety precautions.

(ad) **Part IV.** Part list with drawing reference and List of SMTs / STE Test Bench.

(iv) Manufacturers Recommended List of Spares (MRLS).

(v) Illustrated Spare Parts List (ISPL) and along with the prices in the Commercial Offer.

(vi) Technical Manual on STE with drawing reference.

(vii) Complete Equipment Schedule.

(viii) Table of Tools & Equipment (TOTE) & carried spares.

(ix) Rotable list, norms of consumption, mandatory/non mandatory spares list for each system.

(x) Interactive Electronic Technical Manuals (IETMs) of class IV and above.

- (b) Servicing Schedule.
- (c) Condemnation limits.
- (d) Permissive repair schedule.
- (e) Packing specifications / instructions.
- (f) Any additional information suggested by the OEM.

7. **Details of OEMs.** For major / complex equipment, a large number of other OEMs may also be involved in manufacture of various systems/sub systems / support equipment. Details of such OEMs will also be intimated by the Bidder as per table below:-

Format for Submitting Details of OEMs

Ser No	Equipment	Part No	OEM	Contact Details (Tel/Fax/Email)	Details of Government License to OEMs

8. **Training.** A training package for operators, operator trainers and maintenance personnel to undertake operation and maintenance of equipment (**Field, and Base level Maintenance**) and QA personnel for QA of equipment as stipulated in respective contract, along with tools and test jigs training would be required to be carried out in English language. Requirements such as training aids, projection system, complete equipment with accessories, technical literature, spares, test equipment, test set up, charts, training handouts, power point presentations, Computer Based Training (CBT), Documentation, Simulators etc will be provided by the Seller for the conduct of training. Training should preferably be conducted before the induction of the equipment. The Seller will provide the Operator and Maintenance & Repair training, for the duration, strength and locations specified in the RFP and Contract. The following may also be noted:

- (a) The requirement of training and associated equipment must be clearly specified in Part I and details should be placed as per **Annexure IV to this Appendix.**
- (b) The costs for aggregates and training must only be indicated in the commercial proposal.

Annexure I to Appendix F
(Refers to Para 4(a) of Appendix F)

MANUFACTURER'S RECOMMENDED LIST OF SPARES (MRLS)

Equipment. Quantity 29,762 Night Sight (II) for 7.62 x 51 mm Assault Rifles.

OEM. _____

Ser No	Manufact-urer's Part No	Source of Supply	Nomencl-ature	Nos fitted in one eqpt	Consum-ption Rate	MTBF	(V/E/D)	ISPL / Drg ref	Unit Cost	Recommended scale of spares for 29,762 qty eqpt for Three (03) years		Total Cost		Remarks
										Field Level Repair Points (162)	Base Level Repair Points (03)	Field Level Repair Points	Base Level Repair Points	

Notes:-

- Maintenance spares/stores like lubricants, sealing compound, gases should be given separately giving source of supply.
- Spares for component repairs should be included under the column of Base Repair as suggested by OEM.
- In 'Remarks' column following information (if applicable) be given:-
 - If an item has a shelf / operational life it be marked as 'G' and life indicated.
 - Matching set of components be indicated.
 - Item which can be locally manufactured should be marked 'LM'.
 - Items which cannot be manufactured in India due to sophisticated design / technology may be marked as 'SI' special item.
 - If a component / assembly is common to other similar equipment offered by the OEM earlier these should be marked 'CM' and name of the equipment be indicated.
- MRLS should be drawn out of the 'Part List' of the equipment, which should be separately given as part of Technical Manual Part IV.

5. If the main equipment consists of other equipment then MRLS should be prepared for them under proper heads.
6. MRLS be prepared as per the maintenance concept of the customer (**Appendix 'K'** to the RFP).
7. Items provided along with the equipment as spares should also be included in MRLS.
8. Modules / Shop Replaceable Unit (SRU) / assemblies should be listed and their components should be included under them so as to relate each item of spare to their module / SRU / assembly.
9. Complete MRLS should be costed separately for Field and Base repairs as it is required to be included as part of 'Total Costed Engineering Support Package' (ESP). OEM may give cost details in confidence to Contract Negotiation Committee (CNC), but other details as above be provided during Maintainability Evaluation Trial (MET).
10. MRLS for Test equipment should also be provided on the similar format.

Annexure II to Appendix F
(Refers to Para 5 of Appendix F)

LIST OF SMTs / STEs, JIGS, FIXTURE AND INFRASTRUCTURE

Equipment. Quantity 29,762 Night Sight (II) for 7.62 x 51 mm Assault Rifles.

OEM. _____

Ser No	Manufacturer's Part No	Designation	Unit cost	Numbers Required (SMTs / STEs, JIGS, Fixtures and Infrastructure)				Brief Purpose (give name of assembly for which used)	Remarks
				Field Level Repair Points - 162	Base Level Repair Points - 03	Training Establishment - 01	Total quantity		

Note:

1. Prepare separate sheet for each type of equipment.
2. Specify in remarks column whether the Special Test Equipment (STE) / Special Maintenance Tools (SMT) can be used as general purpose equipment on any other kind of equipment.
3. If test equipment for commercially available ex India, the source of supply be specified.
4. Test equipment for calibrating the STEs should be included in the list above.
5. Test equipment which are required to be provided by the customer should also be included in the list above.
6. **SMT / STEs common to other similar equipment offered by the OEM earlier or existing in-service eqpt, these should be marked as 'CM'. Details provided by OEM will be eval during Maintainability Evaluation Trial (MET).**

Annexure III to Appendix F
(Refers to Para 6 of Appendix F)

TECHNICAL LITERATURE

Equipment. Quantity 29,762 Night Sight (II) for 7.62 x 51 mm Assault Rifles.

OEM. _____

Ser No	Technical Literature	Unit Cost	Numbers Required					Total Cost	Remark
			User	EME	DGQA	DG OS	Total		
1.	User Hand Book / Operators Manual		352	168	02	02	524		
2.	Design Specifications		-	04	02	-	06		
3.	<u>Technical Manuals.</u> (a) Part-I. Technical Description, Specifications functioning of various systems. (b) Part-II. Inspection / Maintenance tasks, Repair procedures, materials used, fault diagnosis and use of SMTs / STEs. (c) Part-III. Procedure assembly / disassembly, repair up to component level, safety precautions. (d) Part-IV. (i) Part list with drawing reference (In sets). (ii) List of SMTs / STEs with Test Bench (In sets).		-	168	02	-	170		
4.	MRLS		-	03	02	-	05		
5.	Illustrated Spares Part List (ISPL)		-	168	02	-	170		
6.	Technical Manual on STE with drawing reference		-	04	02	-	06		
7.	Set of CDs on the above Tech Literature in form of IETM (Class - IV & above)		352	04	02	02	360		
8.	Manufacturing drawings and Gauge drawings.		-	-	02	-	02		
9.	Any other (specify)								

Notes.

1. In case any additional equipment is used their technical literature will be included.
2. If certain technical literature is being provided free of cost it should be indicated in the remarks column.

Annexure IV to Appendix F
(Refers to Para 8(a) of Appendix F)

TRAINING AGGREGATES

Equipment. Quantity 29,762 Night Sight (II) for 7.62 x 51 mm Assault Rifles.

OEM. _____

Ser No	Description of Training Aggregate	Numbers of Sets Required					Unit Cost	Total Cost	Remarks
		User	EME	DGQA	DG OS	Total			
1.	Complete Equipment	-	-	-	-	-			
2.	Sectionised Equipment	-	-	-	01	01			
3.	Hot Mockup	-	01	-	-	01			
4.	Shop Replaceable Units (SRUs) / PCB / Modules / assemblies as under :- (i) _____ (ii) _____ (iii) _____	-	02	02	-	04			SRUs include those Units/ Components of the sights which are to be replaced by technician during repair at workshop
5.	Computer Based Training (CBT) Package based on interactive multimedia to include (i) Full Graphics, Animation, text and sound (ii) Symptoms- fault correlation (expert system)	118	02	02	01	123			
6.	Soft Copy of Training Aids in Compact Disks (CDs) to include :- (i) Charts (ii) Slides (iii) Training Brochures (iv) Training Works Models (v) Blow up diagram (vi) Video Films (In CDs)	118	02	02	01	123			
7.	Cost of training as per Para 16 of RFP.								

Notes:-

- Language in Training aggregates will be **Bilingual (English & Hindi)**
- Cost should be included in the commercial offer.

Appendix G
(Refers to Para 39 of RFP)

**TRIAL METHODOLOGY : QUANTITY 29,762 NIGHT SIGHT (II) FOR
7.62 X 51 MM ASSAULT RIFLES**

General

1. Field Evaluation Trials (FET) will be conducted on a "No Cost No Commitment" (NCNC) basis under the aegis of IHQ of MoD (Army). The FET will include the following trials:-

- (a) User Trials.
- (b) DGQA Evaluation.
- (c) Maintainability Evaluation Trials (MET).

2. **Number of Trial Equipment.** Quantity Six (06) Night Sights (II) with complete accessories for the Field Evaluation as per Appendix A of RFP will be submitted by vendors at the designated trial location. The OIC User Trial will forward the equipment to nominated evaluating agency on completion of user trials/as per instructions given by CD Directorate.

3. **Deposition of Trial Equipment.** The vendor to be prepared to deposit the equipment for trials immediately on intimation of successful clearance of Technical Evaluation Committee (TEC). The final date for fielding the equipment(s) for trials will be intimated only to vendors declared compliant in the TEC.

4. After each stage of trials, debriefing of all vendors to inform them about the performance of all equipment (against the RFP parameters) being trial evaluated will be organized in accordance with provisions of DAP-2020. Compliance or otherwise vis-à-vis the RFP parameters would be specifically communicated to the vendors at the trial location itself.

5. **Vendor Representatives.** A maximum of eight (08) representatives per vendor will be allowed to witness the trials. The trials will be conducted in accordance with the provisions laid out in DAP-2020 and the equipment will be tested against parameters given at Appendix A to RFP. In situ servicing/ repairs/ maintenance / modifications of the equipment may be allowed with due permission. However, the equipment will not be allowed to be changed after the trial equipment has been taken over by the Trial Team.

6. **Terrain and Crew.** The equipment will be trial evaluated both in HAA & Plains. Crew for checking the Trial equipment will be provided by vendor representative. Adequate training & familiarization of crew will be carried out by the vendor. The firing of weapon with the sight will be carried out by vendor representative only.

7. **Transportation of Equipment.** Whenever movement of trial stores is being undertaken by the vendors from one trial location to another, the equipment will be suitably sealed to prevent tampering. Being NCNC trials all charges for transportation, freight, insurance, custom and octroi duties and any other local taxes shall be borne by the vendors.

Pre-Trial Meeting

8. Since each trial would require different set of instructions, a pre-trial meeting to intimate broad schedule and modalities of trials will be organized at a place, which will be intimated to vendors. The meeting will include representatives of vendors, whose equipment has qualified the Technical Evaluation (TEC) stage, representatives of all stake holders and agencies involved in conduct of trials.

FET

9. The methodology for evaluation for each parameter of the GSQR is highlighted at **Annexure**. For parameters other than those which are being physically verified, evaluation will be based on certifications duly supported with test results and data sheets.

10. **User Trials**. The aim of User Trials is to assess performance of the trial equipment against the operational parameters of the RFP as laid down in **Appendix A** of the RFP. These trials will consist of operational parameters that are verifiable in the field by the user.

11. **DGQA Evaluation**. These tests will be conducted under aegis of DGQ A at agencies/ laboratories so nominated by them to ascertain the following:-

- (a) Conduct of physical tests/ vendor certificate as mentioned in **Annexure**.
- (b) Review of vendor certification/ Certificates of Conformity (CoC) and test results in conformance to GSQR/RFP parameters.
- (c) Review of results of functional parameters in conformance to technical specifications of sub systems/ systems of complete Equipment configuration.
- (d) Jigs & fixture required for environmental and durability evaluation will be provided by the vendors.
- (e) Vendors may visit CQA (I) lab to assess the fabrication requirement of Jigs & Fixtures during pre-trial stage, if felt, necessary.

12. The tests will be conducted as per environmental standards/conditions technical parameters as stated in **Appendix A** of RFP.

13. In case facilities to conduct tests are not available in DGQA Laboratories, tests will be conducted in other Laboratories in India. The participating vendors would be required to pay for tests conducted in other laboratories but not for those conducted in DGQA Laboratory.

14. **Maintainability Evaluation Trials (MET)**. The aim of MET will be to ascertain the maintainability of the equipment and adequacy of the Engineering Support Package (ESP) offered, to include MRLS, SMTs & STEs, Technical Literature and Training Aggregates. All MET aspects will be evaluated through physical assessment of equipment at MAG 20, Dehradun. Training of MET team will be organized by the vendor, prior to the conduct of MET.

15. **Two sets of the following documents are to be submitted by the vendor alongwith the equipment for Trials, as at Para 3 above:-**

- (a) User Hand Book.
- (b) Technical Manual.
- (c) Design / Technical Specifications along with test results as mentioned in 11(b) & 11(c).

16. The vendor will be required to provide all MET Pre-requisites as mentioned at Appendix D to RFP before the conduct of MET. A soft copy of tech literature and manuals to be provided minimum one month before commencement of MET for study by the MET team.

17. The MET will involve disassembling and assembling of sight using SMTs/STEs to evaluate adequacy of ESP and various maintenance aspects like inspection, symptom fault correlation, repair procedures, adjustments etc. Vendor representative present during MET should have complete technical knowhow about the sight. Any inadequacies noticed in ESP in terms of range and depth will have to be made good by vendor as per sufficiency clause, at NO additional cost. The observations and ESP finally recommended by MET team will be conveyed to respective vendors and vendors will sign for the same. For MET, a draft CCES (Consolidated Complete Equipment Schedule) may be provided with the Telescopic Sight, so as to facilitate recording of all major assemblies including loose items.

Retention and Returning of Equipment.

18. The equipment of all the vendors whether compliant or otherwise, will be retained under the custody of the Trial unit/evaluating agency, till the commencement of CNC. Equipment of vendors found non-compliant in the General Staff Evaluation would be returned thereafter. On finalization of contract, equipment of other participating vendors may be returned, but **one piece of complete equipment of the vendor with whom contract is concluded will be retained till the first lot delivery, for purposes of comparison.**

Representations/ Requests

19. All queries, representations and requests related to the trial will be addressed in writing to the OIC Trial and will be replied to by the OIC Trial in writing. Both parties will endorse a copy of the correspondence to CD Directorate.

Schedule of Trials

20. The likely schedule of trials will be informed to the vendor representatives during the Pre- Trial meeting mentioned in Para 8 above.

21. All technical and vendor certification for equipment wherever applicable, shall be submitted by the vendor as at Para 2 above along with the equipment before commencement of trials. Failure to do so shall be construed as non submission of equipment for trials.

22. The methodology for evaluation for each parameter of the GSQR is highlighted at **Annexure**. However, the decision on carrying out physical evaluation for parameters wherein certification is sought, or to seek certification for parameters wherein physical evaluation has been laid down, rests with CD Directorate depending on conditions existing during the Field Evaluation Trials stage.

Security Clearance

23. Vendors will intimate relevant details of their representatives who will attend the pre-trial meeting at IHQ of MoD (Army) on intimation of compliance in TEC and for trials minimum 30 days in advance of commencement of the trials for obtaining security clearance. The details of representatives who would attend the trials will be forwarded separately for User Trials, Technical and Environmental Evaluation and MET. Non-receipt of details may result in delays in security clearance and will lead to non-attendance of the vendor representative during the pre-trial meeting and trials.

Conclusion

24. The various trial teams would ensure that all trials are done and certified as per procedure, without compromising on evaluation of the equipment as per extant procedure and existing literature on the subject.

Note: The above trial methodology is only a broad based guideline. The detailed trial directive/trial plan/ acceptance criteria will be issued during the Pre-Trial meeting.

Annexure

(Refer Para 11 (a) & 22 of Appx G of RFP)

BROAD TRIAL PLAN: NIGHT SIGHT (II) FOR 7.62 X 51MM ASSAULT RIFLE (ASLT RIF)

S. No.	Appx A of RFP Para	Operational Parameters (Appx A to RFP)	Responsibility	Method of Evaluation/ Verification	Remarks						
PART-I : OPERATIONAL PARAMETERS											
1.		<p>Range. Night Sight (II) for Aslt Rif should facilitate engagement upto effective range under starlit conditions (1 Milli lux or less) as follows:-</p> <table><tr><th>Target</th><th>Range</th></tr><tr><td>Single Human Walking</td><td>Detection. Minimum 600 m</td></tr><tr><td>Single Standing Human</td><td>Recognition. Minimum 500m</td></tr></table>	Target	Range	Single Human Walking	Detection. Minimum 600 m	Single Standing Human	Recognition. Minimum 500m	User	Physical Check	
Target	Range										
Single Human Walking	Detection. Minimum 600 m										
Single Standing Human	Recognition. Minimum 500m										
2.		Mounting. The Sight should be able to fit on MIL-STD-1913 compliant Picatinny rail.	User	Physical Check							
3.		<p>Zeroing. The Sight should have an arrangement for zeroing. Once zeroed, the zeroing should not be disturbed post firing. Accuracy required from the Night Sight (II) for Aslt Rifle is as follows:-</p> <p>(a) Smallest Correction (both azimuth and elevation) - Less than equal to 1 MOA.</p> <p>(b) Adjustment Range (both azimuth and elevation) - Minimum ± 8 MOA.</p>	User	Physical check	<p>“Once zeroed, MPI of subsequent firing should be within a radius of 3 MOA from POA, in order to cater for inherent inconsistency in weapon/ammunition.</p> <p>Firing will be carried out using mount”.</p> <p>Max of three chances will be provided.</p>						
4.		Reticle Pattern. The Sight should have an adjustable illuminated Bullet Drop Compensator (BDC) reticle pattern that enables engagement of human target upto 500m with the 7.62x51mm Assault Rifle (Aslt Rif). Range markers 100m onwards with an interval of 100m till 800m to be provided to facilitate engagement. Facility of range estimation upto 800m also to be provided within the Sight.	User	Physical Check	Max of three chances will be provided.						

Ser No	Appx A of RFP Para	Operational Parameters (Appx A to RFP)	Responsibility	Method of Evaluation/ Verification	Remarks																			
5.		Technical Parameters Technology. Image Intensification with Autogating facility.	DGQA	Certification																				
6.		Technical Characteristics. (a) II Tube Diameter - Maximum 18mm (b) Figure of Merit (FOM) - Minimum 1700. (c) Signal to Noise Ratio (SNR) - Minimum 25 (at 108 lux) of II tube. (d) Autogating. II tube should have in-built autogating and Automatic Brightness Control (ABC). (e) High Light Resolution - Minimum 50 lp/mm. (at 200 lux) (f) System Gain (fl/fl) - Between 2000 and 3000 (both Incl) (g) Dark Spots. Maximum permissible dark spots are as follows :- <table><tr><th rowspan="2">Spot Diameter (D) (in Um)</th><th colspan="3">No of Dark Spots</th></tr><tr><th>Zone 1 (D=5.6mm)</th><th>Zone 2 (D=5.6 to 14.7 mm)</th><th>Zone 3 (D=14.7 to 17.5 mm)</th></tr><tr><td>> 230</td><td>0</td><td>0</td><td>0</td></tr><tr><td>150 to 230</td><td>0</td><td>1</td><td>2</td></tr><tr><td>75 to 150</td><td>0</td><td>2</td><td>3</td></tr></table> * Acceptable minimum distance between two spots is as defined at Para 3.6.19 of Mil Std 49052F. (h) Magnification - Minimum 4X	Spot Diameter (D) (in Um)	No of Dark Spots			Zone 1 (D=5.6mm)	Zone 2 (D=5.6 to 14.7 mm)	Zone 3 (D=14.7 to 17.5 mm)	> 230	0	0	0	150 to 230	0	1	2	75 to 150	0	2	3	DGQA	Physical check/ Certification	
Spot Diameter (D) (in Um)	No of Dark Spots																							
	Zone 1 (D=5.6mm)	Zone 2 (D=5.6 to 14.7 mm)	Zone 3 (D=14.7 to 17.5 mm)																					
> 230	0	0	0																					
150 to 230	0	1	2																					
75 to 150	0	2	3																					

<u>Ser No</u>	<u>Appx A of RFP Para</u>	<u>Operational Parameters (Appx A to RFP)</u>	<u>Responsibility</u>	<u>Method of Evaluation/ Verification</u>	<u>Remarks</u>
6		(j) Field of view - Minimum 8°. (k) Diopter Adjustment- Minimum Minus 3D to Plus 3D. (l) Eye Relief - Sight to be provided with an Eye Relief.			
7.		<u>Features.</u> Controls / facilities should be available for:- (a) Power On and Off. (b) Brightness of Reticle Illumination. (c) Dioptre Adjustment. (d) Focus Adjustment of OG.	User	Physical Check	
8.		<u>Power Supply.</u> <p>(a) The sight should operate on removable rechargeable batteries, housed in the sight. Replacement of battery in the Night Sight (II) should be possible without dismounting the sight from the weapon. Specifications of the batteries to be provided by the vendor.</p>	User	Physical Check	
		(b) Illumination in the reticle should be powered by the same power source as for the sight.	DGQA	Physical Check	
		(c) Endurance of each set of batteries for maximum brightness of reticle illumination should be minimum 25 hours of continuous use at 27C ($\pm 2C$).	DGQA	Physical Check	
		(d) Arrangement for recharging of batteries by AC and DC source with auto cut off facility should be provided. Indication of fully charged battery be provided.	DGQA	Physical Check	
		(f) The sight should also function by using commercially available batteries in the same housing when required by User. Specification of the batteries to be provided by the vendor.	User	Physical Check	

<u>Ser No</u>	<u>Appx A of RFP Para</u>	<u>Operational Parameters (Appx A to RFP)</u>	<u>Responsibility</u>	<u>Method of Evaluation/ Verification</u>	<u>Remarks</u>
9.		Battery Status Display. Battery status display must be provided.	User	Physical Check	
<u>PART II : PHYSICAL CHARACTERISTICS</u>					
10.		<p>The Night Sight (II) should have following characteristics:-</p> <p>(a) <u>Length.</u> Length of the Night Sight (II) should not be more than 250mm + 10%.</p> <p>(b) <u>Weight.</u> Weight of Night Sight (II) with batteries and with Mounting Bracket should not be more than 1200gm + 10%.</p> <p>(c) <u>Colour.</u> The sight should be 'Non Reflective Black' in colour.</p> <p>(d) <u>Carriage and Transportation.</u> The sight should be provided with soft case for carriage and hard case for transportation.</p>	User	Physical Check	<p>NABL Certificate may be accepted.</p> <p>Refer footnote(a).</p>
<u>PART III : OPERATION AND MAINTENANCE</u>					
11.		<p><u>Environmental Standards.</u></p> <p>(a) <u>Environmental and Durability Tests.</u> As per relevant portions of JSS-5855-11-2019 (Revision 1) Class LI 2.</p>	DGQA	Physical check	<p>Details of applicable tests to be carried out are :-</p> <p>(i) Vibration test</p> <p>(ii) High temperature test (operation & storage).</p> <p>(iii) Damp Heat test.</p> <p>(iv) Low temperature (operation & storage) test.</p> <p>(v) Altitude test.</p> <p>(vi) Rapid temperature cyclic test.</p>

<u>Ser No</u>	<u>Appx A of RFP Para</u>	<u>Operational Parameters (Appx A to RFP)</u>	<u>Responsibility</u>	<u>Method of Evaluation/ Verification</u>	<u>Remarks</u>
					(vii) Sealing test. (viii) Driven Rain test. (ix) Dust test. (x) Tropical Exposure. (xi) Corrosion test (Salt spray test). (xii) Drop test. (xiii) Toppling test. (xiv) Bump test. (xv) Shock test. Refer footnote (a)
		(b) <u>Operating Temperature.</u> (i) <u>Minimum Temperature.</u> Between minus 20°C and minus 10°C. (ii) <u>Maximum Temperature.</u> Between 40°C and 45°C.	User	Physical Check	
12.		<u>Service Life.</u> Service Life of the Night Sight (II) for 7.62x51mm Assault Rifle (Ast Rif) should not be less than 10,000 hours of operation or 10 years, Whichever is earlier.	DGQA	OEM Certification	
<u>Enhanced Performance Parameters</u>					
13.		(a) <u>Figure of Merit (FOM).</u> Minimum 1800.	DGQA	Physical check/ Certification	

<u>Ser No</u>	<u>Appx A of RFP Para</u>	<u>Operational Parameters (Appx A to RFP)</u>	<u>Responsibility</u>	<u>Method of Evaluation/ Verification</u>	<u>Remarks</u>						
		<div>(b) <u>Proposed Credit Score.</u><table><tr><th><u>S. No</u></th><th><u>FOM Parameter</u></th><th><u>Credits Scores</u></th></tr><tr><td>(i)</td><td>1800 or more</td><td>3%</td></tr></table></div>	<u>S. No</u>	<u>FOM Parameter</u>	<u>Credits Scores</u>	(i)	1800 or more	3%	DGQA	Physical check/ Certification	
<u>S. No</u>	<u>FOM Parameter</u>	<u>Credits Scores</u>									
(i)	1800 or more	3%									

Note :

- (a) The provision of Certification will be confirmed/ approved during pretrial meetings with the vendors and the Trial Directive.
- (b) Certifications for specified parameters will be checked in order of precedence of Internationally accredited Lab/NABL accredited Lab/OEM.
- (c) The Maintainability aspects will be confirmed during MET.
- (d) Sequence, severity & duration of tests as part of Environmental & Durability tests will be intimated during Pre Trial Meeting.
- (e) Timelines for completion of trials will be as per Appendix L to Ch –II of DAP-2020.

Appendix H
(Refers to Para 48 of RFP)

COMMERCIAL CLAUSES

1. Payment Terms

1.1 INCOTERMS for Delivery

1.1.1 The delivery of goods will be based on **DDP INCOTERMS-2020** with ultimate consignee as **Central Ordnance Depot, Agra (Uttar Pradesh)**.

1.2. Currency of Payment

1.2.1 Indian bidders should submit their bids in Indian Rupees.

1.3 Contract Price and Requirement of Bank Guarantees

1.3.1. **Total Contract Price.** The Total Contract Price will be the final price negotiated by CNC including taxes and duties applicable at the time of signing of Contract.

1.3.2 **Base Contract Price.** The Base Contract Price will be considered as Total Contract Price excluding taxes and duties applicable at the time of signing of Contract.

1.3.3 **Bank Guarantee(s).** For the purpose of payment of Advances to the Bidder and submission of various Bank Guarantees by the Bidder i.e Advance Payment Bank Guarantee (APBG) and Additional Bank Guarantee (ABG), as applicable, Base Contract price will be considered. For Performance cum Warranty Bank Guarantee (PWBG), Total Contract Price including taxes and duties is to be considered.

1.3.4 All Bank Guarantee(s) requirements viz Advance Payment Bank Guarantee (APBG), Performance-cum-Warranty Bank Guarantee (PWBG), Additional Bank Guarantee (ABG), Performance Bank Guarantee (PBG) etc (as applicable) are to be submitted as per following:-

1.3.4.1 **Indian Bidder.** In case of Indian Bidders, the Bank Guarantee(s) shall be from any Indian Public or Private Scheduled Commercial Bank.

1.4 Payment to Indian Bidders. The schedule for payments will be based on the Buyers requirements, enumerated at succeeding Paragraphs. The summary of delivery schedule, payments to be made and schedule of submission/release of Advance Bank guarantee (s), as applicable, is specified at Annexure V to this Appendix.

1.4.1 Advance Payment. Fifteen (15) % of the Base Contract Price shall be paid within thirty (30) days of submission of claim and a Bank Guarantee for the equivalent amount, subject to correction and acceptability of the documents submitted. The prescribed format of the Advance Payment Bank Guarantee (APBG) is placed at **Annexure II to this Appendix**. The Advance Payment Bank Guarantee (APBG) will be deemed to be proportionately and automatically reduced until full extinction along with and prorata to value of each delivery, as evidenced by corresponding copy of document proving delivery and invoices of goods/services supplied/provided. The date of delivery would be reckoned from the date of release of Advance payment by the Buyer to the Seller (T_0), provided the Seller submits the documents mandated by the DAP for release of advance by the Buyer within 45 days of signing of contract. In the event of the Seller not submitting the said documents within 45 days of signing of contract, the period between the 45th day and actual submission of documents will be excluded from the actual date of advance payment to arrive at the delivery date.

1.4.2 On Dispatch. Sixty (60) % of the Base Contract Price of deliverables and re-imbursement of 100% of taxes and levies excluding cost of training shall be paid on pro rata basis on submission of proof of dispatch of deliverables to the consignee and on production of an inspection note issued by the buyer designated inspection agency. Number and date of the Railway / Road / Air Transport receipt under which the deliverables charged for in the bill are dispatched by rail / road / Air and the number and date of letter with which such receipt is forwarded to the consignee, should be quoted on the bill. The payment will be made by PCDA New Delhi through cheque / Electronic Fund Transfer (EFT) on submission of following documents: -

1.4.2.1 Ink-signed copy of Seller's bill.

1.4.2.2 Ink-signed copy of Commercial invoice.

1.4.2.3 The relevant Transport Receipt.

1.4.2.4 Inspection Acceptance Certificate of Buyer's QA agency demonstrating compliance with the technical specifications of the contract.

1.4.2.5 Packing List.

1.4.2.6 Certificate of Origin.

1.4.2.7 Claim for statutory and other levies to be supported with requisite documents / GST invoice (with QR code, when made applicable) / proof of payment, as applicable.

1.4.2.8 Exemption certificate for taxes / duties, if applicable.

1.4.2.9 Warranty certificate from the SELLER.

1.4.3 In case of failure of the Seller to deliver the deliverables to the Buyer or inordinate delay in the said delivery leading to Termination of the Contract in accordance with Article 22A.1 of SCD, the SELLER will be liable to return payments received against dispatch.

1.4.4 **On Final Acceptance.** Twenty Five (25) % of the Base Contract Price of deliverables excluding cost of training on pro rata shall be paid on submission of requisite documents post completion of JRI, post-delivery and issue of JRI within thirty (30) days of submission of the Acceptance Certificate & Certified Receipt Voucher (CRV) issued by the Buyer and other relevant documents as mentioned above for final payment, but such payments will be subject to the deductions of such amounts as the Seller may be liable to pay under the agreed terms of the Contract. The PCDA New Delhi will release the payment through cheque / EFT.

1.4.5 **Part-Dispatch / Part-Shipment.** Part-dispatch or part-shipment of goods (Night Sight (II) for Assault Rif and corresponding MRLS) is permitted and corresponding payment will be released to the Seller. However, where permitted, the minimum quantity for using this facility on each occasion will not be less than 2000.

1.4.6 **Payment of Taxes and Duties.** Payment of taxes, duties and statutory levies will be made on submission of requisite documentary proof to Paying authority. Reimbursement of taxes and duties will be as per rates and amounts indicated in the commercial bid / contract or as per actuals whichever is lower.

1.4.7 **Exchange Rate Variation.** Exchange Rate variation shall be applicable for Rupee contracts with Indian Vendors, based on RFPs issued under all categories of capital acquisitions mentioned at Para 8 to 12 of Chapter I of DAP. The indigenous & import components as also the various currencies (of the import components) for ERV purposes, must be determined in advance. The guidelines on protection of Exchange Rate Variation are given at **Annexure I to this Appendix.**

1.4.8 **Payment of Training.** The remaining **Eighty Five (85) %** of the cost of training and taxes and duties, shall be paid on submission of Certificate from BUYER's representative that training program has been completed issued by the Buyer / its representative with requisite documents for payment.

2. **Performance-cum-Warranty Bank Guarantee Clause.** A Performance-cum-Warranty Bank Guarantee (PWBG) of 3 % of value of the Total Contract Price including taxes and duties-would be furnished by the Bidder in the form of a Bank Guarantee to sequentially act as Performance Bank guarantee till the delivery and as Warranty Bank Guarantee on delivery. The PWBG shall be submitted by the Bidder within one month of signing of contract and shall be valid for a period, until three months beyond the warranty period, as specified in the RFP. If at any stage, the Performance Guarantee is invoked by the Buyer either in full or in part, the Bidder shall make good the shortfall in PWBG within 30 days by an additional Bank Guarantee for equivalent amount. In the event of failure to submit the required Bank Guarantee against invoked Performance Guarantee, equivalent amount will be withheld from

the next stage payment till the shortfall in the Bank Guarantee is made good by the Bidder. The prescribed format of the Performance-cum-Warranty Bank Guarantee is placed at **Annexure III to this Appendix.**

3. **Inspection.** Pre Dispatch Inspection (PDI) would be at the discretion of the Buyer. In addition Joint Receipt Inspection (JRI) may also be carried out. If it is PDI, the Bidder should intimate at least 45 days prior to the day when the equipment is to be offered for PDI to enable Buyer's QA personnel to be available for inspection. All the expenses towards PDI will be borne by the Bidder except transportation and accommodation of Buyer's PDI team, which will be deputed at Buyer's expense. In case of rejection of Goods during PDI, re-PDI will be undertaken at Bidder's premises at Buyer's sole discretion. All expenses including transportation and accommodation of Buyer's PDI team will be borne by the Bidder. Towards this, the expenses towards transportation and accommodation of Buyer's PDI team will be initially done by the Buyer and subsequently reimbursed by the Bidder either by remittance or by recovery from the Balance Payment / PWBG. In the event of a failed PDI, the Bidder shall consult the Buyer for rescheduling re-PDI. In case of JRI, the representative of the Seller may be present for inspection after the equipment reaches the concerned destination. The Seller would be informed of the date for JRI.

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

5. **Denial Clause.** In case the delay in delivery is attributable to the Seller or a non-force majeure event, the Buyer may protect himself against extra expenditure during the extended period by stipulating a denial clause (over and above levy of LD) in the letter informing the Seller of extension of the delivery period. In the denial clause, any increase in statutory duties and/or upward rise in prices due to any adverse fluctuation in foreign exchange are to be borne by the Seller during the extended delivery period, while the Buyer reserves his right to get any benefit of downward revisions in statutory duties and foreign exchange rate. Thus, other variations and foreign exchange clauses operate only during the original delivery period. The format for extension of delivery period/performance notice under the Denial clause is at **Annexure IV to this Appendix.**

Annexure I to Appendix H
(Refers to Para 1.4.7 of
Appendix H)

GUIDELINES OF PROTECTION OF EXCHANGE RATE VARIATION IN CONTRACTS

1. Parameters to be kept in view while formulation ERV Clause.

(a) In contracts with Indian Vendors in all categories of capital acquisitions where there is an import content, ERV clause will be provided. However, ERV clause shall not be applicable to contracts in following conditions:-

- (i) The delivery period is less than one year; or
- (ii) The rate of exchange variation is within the band of +/- 2.5%.

(b) ERV clause will be framed according to the specific requirements of the contract. While calling for information at the RFP stage / formulation of ERV clauses in the contracts, the following factors are to be taken into consideration depending upon the requirements of the individual contracts:-

- (i) Year wise and major currency wise import break up is to be indicated.
- (ii) Detailed time schedule for procurement of imported material/Services and their value at the FE rates adopted for the contract is to be furnished by the vendor as per the format given below:-

YEAR	TOTAL COST OF IMPORTED MATERIAL/ SERVICES (In rupees)	FE CONTENT-OUT FLOW (equivalent in rupees ₹ in crore)			
		DOLLAR DENOMINATED	EURO DENOMINATED	POUNDS DENOMINATED	OTHER CURRENCIES DENOMINATED (as applicable)

(iii) ERV clause will not be applicable in case delivery periods for imported content are subsequently to be refixed / extended unless the reasons for delivery period extension are attributable to the buyer.

(iv) For purposes of ensuring uniformity, the Base Exchange Rate on the ERV reckoning date will be adopted for each of the major foreign currencies. The Base Exchange Rate will be the BC Selling Rate of the Parliament Street Branch of State Bank of India, New Delhi. The ERV reckoning date will be the last date of submission of commercial bids as per RFP. In cases where Option Clause is exercised, the date of reckoning of ERV will be the last date of submission of bids for the RFP of the Original Procurement Case.

(v) ERV clause in the contract is to clearly indicate that ERV is payable/ refundable depending upon exchange rate as prevalent on the date of transaction with reference to Base Exchange Rate on the ERV reckoning date.

(vi) Other issues which are peculiar to the contract.

2. **Methodology For Claiming ERV**

“The prices finalised in the contract are based on the base exchange rates indicated in the contract. The year-wise amount of foreign exchange component of the imported items as indicated in the contract shall be adjusted for the impact of exchange Rate Variation of the Rupee based on the exchange rate prevailing on the date of each transaction, as notified by the SBI, Parliament Street Branch, New Delhi. The impact of notified Exchange Rate Variation shall be computed on an yearly basis for the outflow as tabulated in Annexure..... (The table at Para 1(b) (ii) is to be an Annexure to the contract) and shall be paid/refunded before the end of the financial year based on the certification of Finance Head of the concerned Division.....”.

3. Paying authority is to undertake a pre-audit of the documents before payment.

4. Documentation for Claiming ERV. The following documents would need to be submitted in support of the claim on account of ERV:-

- (a) A bill of ERV claim enclosing worksheet.
- (b) Banker's Certificate / debit advice detailing Foreign Exchange paid and Exchange rate as on date of transaction.
- (c) Copies of import orders placed on the suppliers.
- (d) Invoice of supplier for the relevant import orders.

Annexure II to Appendix H
(Refers to Para 1.4.1 of
Appendix H)

BANK GUARANTEE FORMAT FOR ADVANCE

To

The _____
Ministry of _____
Government of India
_____ (complete postal address of the beneficiary)

1. "Whereas President of India represented by the _____ Ministry of _____ Government of India (hereinafter referred to as BUYER) have entered into a Contract No. _____ (No. of Contract), dated _____ (Date of Contract) with M/s _____ (Name of SELLER) (referred to as SELLER) and whereas according to the said Contract the BUYER has undertaken to make an advance payment of Rs/ US \$/Euro/PS £/Yen/AUD/SGD _____ being _____ payment of _____% of the total value of Rs/ US \$/Euro/PS £/Yen/AUD/SGD _____ of the said Contract, against issuance of an advance guarantee by a bank."

2. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BUYER intimating that the SELLER is in breach of the Contractual obligations stipulated in the said Contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our total liability under this guarantee shall be restricted to an amount not exceeding Rs/ US \$/Euro/PS £/Yen/AUD/SGD _____.

3. We undertake to pay to the BUYER any money so demanded notwithstanding any dispute or disputes raised by the SELLER in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the SELLER shall have no claim against us for making such payment.

4. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the BUYER under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till _____ office / Department / Ministry of _____ certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said SELLER and accordingly discharges this guarantee.

5. We, further agree with the BUYER that the BUYER shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the

terms and conditions of the said Contract or to extend time of performance by the said SELLER from time to time or to postpone for any time or from time to time any of the powers exercisable by the BUYER against the said SELLER and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, Amendment issued vide MoD ID No. 4(50)/D(Acq)/08 dated 20.06.2016 or extension being granted to the said SELLER or for any forbearance, act or omission on the part of the BUYER or indulgence by the BUYER to the said SELLER or by any such matter or thing whatsoever which under law relating to sureties would, but for this provision, have effect of so relieving us.

6. The amount of this guarantee will be progressively reduced by (percentage of advance) _____ of total value of each part shipment/services against the stage payment released by the BUYER for that shipment/services made by the SELLER and presentation to us of the payment documents.

7. This guarantee will not be discharged due to the change in the constitution of the bank or the BUYER/SELLER.

8. We, undertake not to revoke this guarantee during the currency except with the previous consent of the BUYER in writing.

9. Notwithstanding anything contained herein above:-

(a) Our liability under this Guarantee shall not exceed Rs/ US \$/Euro/PS £/Yen/AUD/SGD _____ (in words) _____

(b) This Bank Guarantee shall remain valid until _____ (hereinafter the expiry date of this guarantee) the Bank Guarantee will cease to be valid after _____ irrespective whether the Original Guarantee is returned to us or not.

(c) We are liable to pay guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written demand or a claim in writing on or before _____ (Expiry Date).

Dated the _____ day of _____ (month and year)

Place :

Signed and delivered by _____ (Name of the bank)

Through its authorised signatory

(Signature with seal)

Annexure III to Appendix H
(Refers to Para 2 of Appendix H)

BANK GUARANTEE FORMAT FOR PERFORMANCE-CUM-WARRANTY

To

The _____
Ministry of _____
Government of India
_____ (complete postal address of the beneficiary)

Dear Sir,

1. Whereas President of India represented by the _____ Ministry of _____, Government of India (hereinafter referred to as BUYER) have entered into a Contract No. _____ dated _____ (hereinafter referred to as the said Contract) with M/s. _____ (hereinafter referred to as the SELLER) for supply of goods as per Contract to the said BUYER and whereas the SELLER has undertaken to produce a bank guarantee amounting to Rs / US \$/Euro/PS £/Yen/AUD/SGD _____ which is 3 % of the Total Contract Price (including taxes and duties) to cover 3% of Total Contract Price (including taxes and duties) each for Performance and Warranty in sequence, to secure its obligations towards Performance-cum-Warranty to the BUYERS.

2. We, the _____ bank hereby expressly, irrevocably and unreservedly undertake the guarantee as principal obligors on behalf the SELLER that, in the event that the BUYER declares to us that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the BUYER by reason of breach/failure to perform by the said SELLER of any of the terms and conditions in the Contract related to Performance and Warranty clauses we will pay you, on demand and without demur, all and any sum up to {3 % of Total Contract Price (including taxes and duties)} _____ Rupees/ US \$/Euro/PS £/Yen/AUD/SGD only at any instance under this Guarantee. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract. We shall not be entitled to ask you to establish your claim or claims under this guarantee but will pay the same forthwith without any protest or demur. We undertake to effect payment upon receipt of such written demand.

3. We shall not be discharged or released from the undertaking and guarantee by any arrangements, variations made between you and the SELLER, indulgence to the SELLER by you, or by any alterations in the obligations of the SELLER or by any forbearance whether as to payment, time performance or otherwise.

4. We further agree that any such demand made by the BUYER on the Bank shall be conclusive, binding, absolute and unequivocal notwithstanding any difference or dispute or controversy that may exist or arise between you and the SELLER or any other person.

5. In no case shall the amount of this guarantee be increased.

6. This Performance-cum-Warranty guarantee shall remain valid for a period until three months beyond the warranty period as specified in the Contract i.e. up to _____.

7. Subject to the terms of this Bank Guarantee, the issuing bank hereby irrevocably authorizes the beneficiary to draw the amount of up to Rs/ US \$/Euro/PS £/Yen/AUD/SGD _____ {3% of Total Contract Price (including taxes and duties)} for breach/failure to perform by the SELLER of any of the terms and conditions of the Contract related to performance and warranty clause. Partial drawings and multiple drawings under this Bank Guarantee are allowed within the above stated cumulative amount subject to each such drawing not exceeding 3% of the Total Contract Price (including taxes and duties) (Rs/ US \$/Euro/PS £/Yen/AUD/SGD _____ only) (Mention BG amount).

8. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of M/s _____. We undertake not to revoke this guarantee during the currency except with previous consent of BUYER in writing.

9. Notwithstanding anything contained herein above:

(a) Our liability under this Guarantee shall not exceed Rs/ US \$/Euro/PS £/Yen/AUD/SGD _____ (Rupees _____ only (in words).

(b) This Bank Guarantee shall remain valid until 3 months from the date of expiry of warranty period of the Contract, i.e up to _____ (mention the date) which is 3 months after expiry of the warranty period and the BG shall cease to be valid after _____ irrespective whether the Original Guarantee is returned to us or not.

(c) We are liable to pay guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written demand or a claim in writing on or before _____ (Expiry Date).

Dated the _____ day of _____ (month and year)

Place :

Signed and delivered by _____ (name of the bank)

Through its authorised signatory
(Signature with seal)

Annexure IV to Appendix H
(Refers to Para 5 of Appendix H)

FORMAT FOR EXTENSION OF DELIVERY PERIOD/PERFORMANCE NOTICE

Name of the Procuring Entity.....

Extension of Delivery Period/Performance Notice

To

M/s (name and address of firm)

Sub: Contract No..... dated.....for the supply of.....

Ref: Your letter no. dated:

Dear Sir,

1. You have failed to deliver {the (fill in qty.) of Stores/the entire quantity of Stores} within the contract delivery period [as last extended up to] (fill in date). In your letter under reply you have asked for [further] extension of time for delivery. In view of the circumstances stated in your said letter, the time for delivery is extended from (fill in date) to (fill in date).

2. Please note that notwithstanding the grant of this extension in terms of Clause (fill in clause number) of the subject contract an amount equivalent to % (..... per cent) of the delivered price of the delayed goods for each week of delay or part thereof (subject to the ceiling as provided in the aforesaid clause) beyond the original contract delivery date/the last unconditionally re-fixed delivery date (as & if applicable), viz., (fill in date) will be recovered from you as liquidated damages. You may now tender the Stores for inspection [balance of the Stores] in terms of this letter. Stores if any already tendered by you for inspection but not inspected will be now inspected accordingly.

3. You are also required to extend the validity period of the performance guarantee for the subject contract from (fill in present validity date) to (fill in required extended date) within 15 (fifteen) days of issue of this amendment letter.

4. The above extension of delivery date will also be subject to the following Denial Clause:-

(a) That no increases in price on account of any statutory increase in or fresh imposition of customs duty, GST or on account of any other taxes/duty, including custom duty), leviable in respect of the Stores specified in the said contract which takes place after (insert the original delivery date) shall be admissible on such of the said Stores, as are delivered after the said date; and,

(b) That notwithstanding any stipulation in the contract for increase in price on any other ground including foreign exchange rate variation, no such increase which takes place after (insert the reckoning date as per DAP 2020) shall be admissible on such of the said Stores as are delivered after the said date.

(c) But nevertheless, the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, GST or on account of any other Tax or duty or on any other ground as foreign exchange rate variation which takes place after (insert the original delivery date).

5. All other terms and conditions of the contract remain unaltered. This is without any prejudice to Buyer's rights under the terms and conditions of the subject contract.

6. Please intimate your unconditional acceptance of this amendment letter within 10 (ten) days of the issue of this letter failing which the contract will be cancelled at your risk and expense without any further reference to you.

Yours faithfully,
(Authorised Officer)
Duly authorised,
for and on behalf of
The President of India

Note: Select one option within { } brackets; delete portion within [] brackets, if not applicable; fill in () brackets. Brackets and this note are not to be typed.

Substitute following first para instead of first para in format above, for issuing a performance notice.

1. You have failed to deliver {the (fill in qty.) of Stores/the entire quantity of Stores} within the contract delivery period [as last extended up to] (fill in date). In spite of the fact that the time of delivery of the goods stipulated in the contract is deemed to be of the essence of the contract, it appears that (fill in the outstanding quantity) are still outstanding even though the date of delivery has expired. Although not bound to do so, the time for delivery is extended from (fill in date) to (fill in date) and you are requested to note that in the event of your failure to deliver the goods within the delivery period as hereby extended, the contract shall be cancelled for the outstanding goods at your risk and cost.

Annexure V to Appendix H
(Refers to Para 9 of RFP and
Para 1.4 of Appendix H)

DELIVERY SCHEDULE AND STAGES OF PAYMENT

1. The terms of payment may vary between each project depending upon a variety of factors such as complexity of equipment/system, requirement of validation trials for establishing 'proof of concept', delivery period, integration requirements etc. However, some broad guidelines for payments terms are appended in subsequent Paras.

2. **For Delivery in Lots / Batches**

Ser No	Activity	Delivery of Timelines (In Months)	Quantity	Scheme for Payment	Scheme for submission and Return of Advance Payment Bank Guarantees	Remarks
(a)	Signing of contract	T ₀	-	15% of the Base Contract Price	APBG of equivalent amount to be submitted	T ₀ is date of Advance Payment
On Dispatch of all equipment / system						
(b)	Night Sights (II) Qty 29,762					
(i)	1 st Lot / Batch	T ₀ + 06 months to T ₀ + 12 months	1,800	Sixty (60) % of the Base Contract Price of deliverables and reimbursement of 100% of taxes and levies excluding cost of training on pro rata basis		
(ii)	2 nd Lot / Batch	T ₀ + 13 months to T ₀ + 18 months	4,000			
(iii)	3 rd Lot / Batch	T ₀ + 19 months to T ₀ + 24 months	4,000			
(iv)	4 th Lot / Batch	T ₀ + 25 months to T ₀ + 30 months	4,000			
(v)	5 th Lot / Batch	T ₀ + 31 months to T ₀ + 36 months	4,000			
(vi)	6 th Lot / Batch	T ₀ + 37 months to T ₀ + 42 months	4,000			
(vii)	7 th Lot / Batch	T ₀ + 43 months to T ₀ + 48 months	4,000			
(viii)	8 th Lot / Batch	T ₀ + 49 months to T ₀ + 54 months	3,962			
		Total	29,762			
(c)	MRLS/ SMTs / STEs/ Documentation / Technical Literature/ Training Aggregates					

(i)	MRLS		On pro rata basis as per sch of delivery given below			<p>All consumables & spares required for scheduled maintenance & servicing of Night sight (II) for Assault Rifle (as per Maintenance Philosophy of vendor) during warranty period will be provided by the bidder during the warranty pd.</p> <p>Delivery to commence not before twelve months from the delivery of Night Sight (II) as per lots and to be completed by six months before the expiry of warranty period of the lot. Timelines given in para (2c(i)(aa) to (ah))</p>
(aa)	1 st Lot / Batch	Not before D1 +12 and to be completed by D1 + 18	1,800			D1 being date of dispatch of 1 st Lot / Batch
(ab)	2 nd Lot / Batch	Not before D2 +12 and to be completed by D2 + 18	4,000			D2 being date of dispatch of 2 nd Lot / Batch

(ac)	3 rd Lot / Batch	Not before D3 +12 and to be completed by D3 + 18	4,000			D3 being date of dispatch of 3 rd Lot / Batch
(ad)	4 th Lot / Batch	Not before D4 +12 and to be completed by D4 + 18	4,000			D4 being date of dispatch of 4 th Lot / Batch
(ae)	5 th Lot / Batch	Not before D5 +12 and to be completed by D5 + 18	4,000			D5 being date of dispatch of 5 th Lot / Batch
(af)	6 th Lot / Batch	Not before D6 +12 and to be completed by D6 + 18	4,000			D6 being date of dispatch of 6 th Lot / Batch
(ag)	7 th Lot / Batch	Not before D7 +12 and to be completed by D7 + 18	4,000			D7 being date of dispatch of 7 th Lot / Batch
(ah)	8 th Lot / Batch	Not before D8 +12 and to be completed by D8 + 18	3,962			D8 being date of dispatch of 8 th Lot / Batch
(ii)	SMTs STEs	The entire quantity to be delivered along with the first lot of eqpt and prior to the conduct of training by the OEM, whichever is earlier. (T ₀ + 06 months to T ₀ + 12 months)	100%			Percentage of payment for delivery of equipment/ system shall be decided on the complexity/ scope of installation, STW and commissioning.
(iii)	Documentation Technical Literature	T ₀ + 06 months to T ₀ + 12 months	100%			
(iv)	Training Aggregates	T ₀ + 06 months to T ₀ + 12 months	100%			

On Final Acceptance

(d)	Night Sights (II) Qty 29,762					
(i)	1 st Lot / Batch	T ₀ + 06 months to T ₀ + 12 months	1,800		APBG is to be returned on pro-rata basis on delivery of	
(ii)	2 nd Lot / Batch	T ₀ + 13 months to T ₀ + 18 months	4,000			

(iii)	3 rd Lot / Batch	T ₀ + 19 months to T ₀ + 24 months	4,000	Twenty Five (25) % of the Base Contract Price of deliverables on pro rata basis	each lot/batch. APBG pertaining to documentation and training can be returned on delivery of a particular lot/batch (to be specified).	
(iv)	4 th Lot / Batch	T ₀ + 25 months to T ₀ + 30 months	4,000			
(v)	5 th Lot / Batch	T ₀ + 31 months to T ₀ + 36 months	4,000			
(vi)	6 th Lot / Batch	T ₀ + 37 months to T ₀ + 42 months	4,000			
(vii)	7 th Lot / Batch	T ₀ + 43 months to T ₀ + 48 months	4,000			
(viii)	8 th Lot / Batch	T ₀ + 49 months to T ₀ + 54 months	3,962			
		Total	29,762			
(e)	MRLS/ SMTs / STEs/ Documentation / Technical Literature/ Training Aggregates					
(i)	MRLS		On pro rata basis as per sch of delivery given below		In case delivery of documentation and/or training can be completed only on commissioning of the equipment and cost of documentation / training is substantial (5%-8%, as specified), then APBG is to be returned on pro-rata basis as per completion of delivery of equipment, documentation and training.	
(aa)	1 st Lot / Batch	Not before D1 +12 and to be completed by D1 + 18	1,800			D1 being date of dispatch of 1 st Lot / Batch
(ab)	2 nd Lot / Batch	Not before D2 +12 and to be completed by D2 + 18	4,000			D2 being date of dispatch of 2 nd Lot / Batch
(ac)	3 rd Lot / Batch	Not before D3 +12 and to be completed by D3 + 18	4,000			D3 being date of dispatch of 3 rd Lot / Batch
(ad)	4 th Lot / Batch	Not before D4 +12 and to be completed by D4 + 18	4,000			D4 being date of dispatch of 4 th Lot / Batch
(ae)	5 th Lot / Batch	Not before D5 +12 and to be completed by D5 + 18	4,000			D5 being date of dispatch of 5 th Lot / Batch
(af)	6 th Lot / Batch	Not before D6 +12 and to be completed by D6 + 18	4,000			D6 being date of dispatch of 6 th Lot / Batch
(ag)	7 th Lot / Batch	Not before D7 +12 and to be	4,000			D7 being date of dispatch of

		completed by D7 + 18				7 th Lot / Batch
(ah)	8 th Lot / Batch	Not before D8 +12 and to be completed by D8 + 18	3,962			D8 being date of dispatch of 8 th Lot / Batch
(ii)	SMTs / STEs	The entire quantity to be delivered along with the first lot of eqpt and prior to the conduct of training by the OEM, whichever is earlier.	100%			
(iii)	Documentation on Technical Literature	T ₀ + 06 months to T ₀ + 12 months	100%			
(iv)	Training Aggregates	T ₀ + 06 months to T ₀ + 12 months	100%			
(f)	Training					
(i)	Completion of Training			85% of the cost of Training and taxes and duties	Ref para 16 of RFP	

Appendix J

(Refers to Para 48 and 57 (b)
of RFP)

EVALUATION CRITERIA AND PRICE BID FORMAT

1. **Evaluation Criteria.** The guidelines for evaluation of Bids will be as follows:-

1.1. Only those Bids will be evaluated, which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially. The bidder, whose price is arrived as lowest as per Evaluation criteria given in this Appendix, will be declared as L-1 bidder by Buyer.

1.2 **In Buy (Indian-IDDMM) Cases.**

1.2.1 **Where DCF Technique as Given in Para 4 is Not Applicable.** L-1 bidder will be determined on the basis of quoted cost of all items including taxes and duties payable to Central/State/Local Governments but with exclusion of BNE items sourced from common single source in accordance with Para 109 of Chapter II of DAP-20. The scope of BNE cost shall include the basic cost of the Main Equipment and OEM Training, Training Aggregates, Documentation, SMT/STE, Freight and OBS as applicable/as indicated in the RFP, which are exclusively sourced from the nominated vendor (OEM). No other cost including the cost of items sourced directly from third parties and the cost of activities jointly undertaken by the Bidder/Bidder's sub vendor and the nominated vendor (OEM) or any third parties are to be included in the BNE cost. BNE rate would also be separately negotiated. However, payment will be made after adding the actual cost of BNE, at the time of purchase from OFB/DPSU/Private vendor, to the L1 cost determined as mentioned above.

1.3 Custom duty on input materials shall not be loaded by the Indian Bidders in their price bids, if they are exempted under the existing Notifications. In such cases, necessary Custom Duty Exemption Certificate (CDEC) shall be issued by the Buyer. In cases where Custom Duty is not exempted, Basic Custom Duty on input material is to be included in the cost of Basic Equipment, Installation / Commissioning / Integration, , MRLS, SMT, STE, ESP and any other item listed at Column (ii) of Para 2 below.

1.4 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 based on indicative rates of taxes and duties at columns (vi) and (vii) of Para 2 below. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

2. **Price Bid Format.** The Price Bid Format is given below and Bidders are required to fill this correctly with full details. No column of the Bid format has to be left blank. The clubbing of serials/sub serials to indicate a consolidated cost is not acceptable. Columns of 'quantity', 'unit cost', 'total cost (including all taxes and duties)', 'GST / IGST (%) and Custom Duty (%) are to be filled up with '0', 'positive numerical values' or 'Not Applicable' at every row as applicable. If any column is not applicable and intentionally left blank, the reason for the same has to be clearly indicated in the remarks column.

Ser No	Items	Quantity	Unit Cost	Total Cost (iii) x (iv)	Indicative Rate of Taxes & Duties used to arrive at Total Cost (as applicable)		Total Cost (including all taxes & duties) (v) + (vi) + (vii)	Remarks
					GST/IGST (%)	Custom Duty (%)		
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)
(a)	Cost of Basic Equipment of Night Sight (II) for 7.62 x 51 mm Assault Rifles along with accessories for each Assault Rifles [quantity 01 Lens Cover, quantity 01 Eye Guard, quantity 01 Cleaning Kit, quantity 01 Battery Pack Charger and quantity 03 Sets of Batteries (each set of batteries corresponds to No of batteries required to operate the Sight)]	29,762						
(b)	Cost of Installation / Commissioning / Integration (where applicable)							
(c)	Cost of Manufacturer's Recommended List of Spares as per the format given at Annexure I to Appendix F . In case equipment is already in usage, the spare parts requirement must be specific rather than being based on MRLS.							
(d)	Cost of Special Maintenance Tools and Special Test Equipment as per format given at Annexure II to Appendix F .							
(e)	Cost of Operator's Manual and Technical Literature (in English Language) including Illustrated Spare Parts List as per Annexure III to Appendix F .							
(f)	Cost of Training Aggregates such as simulators, cut out models, films, charts etc as recommended by the							

Ser No	Items	Quantity	Unit Cost	Total Cost (iii) x (iv)	Indicative Rate of Taxes & Duties used to arrive at Total Cost (as applicable)		Total Cost (including all taxes & duties) (v) + (vi) + (vii)	Remarks
					GST/IGST (%)	Custom Duty (%)		
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)
	supplier as per Annexure IV to Appendix K .							
(g)	Cost of recommended period of Training excluding the cost of travel and boarding and lodging. This should be given under the following two heads as per Annexure IV to Appendix F . (a) In India.							
(h)	Cost of RIPL							To be paid as in the contract, if utilised
(j)	Any other cost (to be specified).							
(k)	Freight and Transit Insurance Cost (where applicable).							
(l)	Total Cost (Total of Serial A to M)						#	# This will be used in determining L1 vendor (duly applying provisions of Para 1 above).
(m)	Foreign Exchange component of the proposal. (for Indian Vendors only)							

Note: Taxes and Duties.

1. All Indirect Taxes and Duties will be paid at actuals or as indicated in the Commercial bid by the Bidder, whichever is lower. In case of any change in the tax structure/rates by BUYER's Government, only incremental/decremented change will be paid.

2. **Evaluation of L1 in case of EPP.** If the equipment supplied by a Bidder does not have the EPP, then the total cost of Row N of the price bid format, for the purpose of L1 determination, remains as it is. In cases where a vendor's equipment meets the EPP, the total cost at Row N of the price bid format will be multiplied by a credit factor less than 1 and greater than or equal to 0.9, based on the additional technical score assigned for the EPP, as detailed in the RFP.

Appendix K

(Refers to Para 21 and 53 of RFP)

STANDARD CONDITIONS OF RFP**LAW**

1. The present Contract shall be considered and made in accordance to the laws of Republic of India.

ARBITRATION

(For Indian Private Vendors)

2.1 All disputes or differences arising out of or in connection with the present Contract, including the one connected with the validity of the present Contract or any part thereof, shall be settled by bilateral discussions.

2.2 Any dispute, disagreement or question arising out of or relating to this Contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to the Arbitration Tribunal consisting of three arbitrators.

2.3 Within sixty (60) days of the receipt of the said Notice, one arbitrator shall be nominated in writing by SELLER and one arbitrator shall be nominated by BUYER.

2.4 The third arbitrator, shall be nominated by the parties within ninety (90) days of the receipt of the notice mentioned above, failing which the third arbitrator may be nominated under the provision of Indian Arbitration and Conciliation Act, 1996 (as amended from time to time) or by dispute resolution institutions like Indian Council of Arbitration or ICADR, at the request of either party, but the said nomination would be after consultation with both the parties. The arbitrator nominated under this Clause shall not be regarded nor act as an umpire.

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

2.6 The Arbitration Proceedings shall be conducted in India under the Indian Arbitration and Conciliation Act, 1996 (as amended from time to time) and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.

2.7 The decision of the majority of the arbitrators shall be final and binding on the parties to this contract.

2.8 Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses of the third arbitrator shall be shared equally by the SELLER and the BUYER.

2.9 In the event of a vacancy caused in the office of the arbitrators, the party which nominated such arbitrator, shall be entitled to nominate another in his place and the arbitration proceedings shall continue from the stage they were left by the retiring arbitrator.

2.10 In the event of one of the parties failing to nominate its arbitrator within sixty (60) days as above or if any of the parties does not nominate another arbitrator within sixty (60) days of the place of arbitrator falling vacant, then the other party shall be entitled after due notice of at least thirty (30) days to request dispute resolution institutions in India like Indian Council of Arbitration and ICADR to nominate another arbitrator as above.

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

2.12 The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

ARBITRATION (For Defence PSUs)

3. In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the Arbitrator(s) appointed by Defence Secretary. The award of the Arbitrator(s) shall be binding upon the parties to the dispute.

FORCE MAJEURE

4.1 Should any force majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within **30 days** of its occurrence informs in a written form the other party.

4.2 Force majeure shall mean fires, floods, natural disasters or other acts such as war, turmoil, strikes, sabotage, explosions, beyond the control of either party.

4.3 Provided the acts of The Government or any state parties of the seller which may affect the discharge of the Seller's obligation under the contract shall not be treated as Force Majeure.

PENALTY FOR USE OF UNDUE INFLUENCE

5.1 The Seller undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or for borne to do any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the

Government. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offence by the seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller.

5.2 Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any 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.

INTEGRITY PACT

6.1 Further signing of an 'Integrity Pact' would be considered between government department and the bidder for schemes exceeding ₹ **20 Crores**. The Integrity Pact is a binding agreement between the agency and bidders for specific contracts in which the agency promises that it will not accept bribes during the procurement process and bidders promise that they will not offer bribes. Under the IP, the bidders for specific services or contracts agree with the procurement agency or office to carry out the procurement in a specified manner. The essential elements of the IP are as follows:-

- (a) A pact (contract) between the Government of India (Ministry of Defence) (the authority or the "principal") and those companies submitting a tender for this specific activity (the "bidders");
- (b) An undertaking by the principal that its officials will not demand or accept any bribes, gifts, etc., with appropriate disciplinary or criminal sanctions in case of violation;
- (c) A statement by each bidder that it has not paid and will not pay, any bribes;
- (d) An undertaking by each bidder that he shall not pay any amount as gift, reward, fees, commission or consideration to such person, party, firm or institution (including Agents and other as well as family members, etc., of officials), directly or indirectly, in connection with the contract in question. All payments made to the Agent 12 months prior to tender submission would be disclosed at the time of tender submission and thereafter an annual report of payments would be submitted during the procurement process or upon demand of the MoD.
- (e) The explicit acceptance by each bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning bidder until the contract has been fully executed;

- (f) Undertakings on behalf of a bidding company will be made "in the name and on behalf of the company's chief executive officer";
- (g) The following set of sanctions shall be enforced for any violation by a bidder of its commitments or undertakings:
- (i) Denial or loss of contract;
 - (ii) Forfeiture of the EMD (Pre-Contract) and Guarantee for Performance-cum-Warranty Bond (after signing of contract);
 - (iii) Payment to the Buyer of any such amount paid as gift, reward, fees or consideration along with interest at the rate of 2% per annum above LIBOR rate.
 - (iv) Refund of all sums already paid by the Buyer along with interest at the rate of 2% per annum above LIBOR rate.
 - (v) Recovery of such amount, referred to in (iii) and (iv) above, from other contracts of the Seller with the Government of India.
 - (vi) At the discretion of the Buyer, the Seller shall be liable for action as per extant policy on Putting on Hold, Suspension and Debarment of Entities.
- (h) Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.
- (j) The draft Pre-Contract Integrity Pact is attached as **Annexure I to this Appendix**. The vendors are required to sign them and submit separately along with the technical and commercial offers.

6.2 In respect of bids from DPSUs, the concerned DPSU shall enter in to a Pre-Contract Integrity Pact, on the same lines with their sub-vendors individually, in case the estimated value of each sub-contract(s) exceed ₹ 20 Crore and such subcontract(s) are required to be entered in to by the DPSU with a view to enable DPSU to discharge the obligations arising out of their bid in question in response to this RFP.

AGENTS

7. The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores referred to in this contract. The Seller confirms that he has not engaged any person, party, firm or institution as an Agent including his Agents already intimated to MoD; to, influence, manipulate or in any way to recommend to any functionaries of the Government of India, whether officially or unofficially, to the award of the contract to the Seller, or to indulge in corrupt and unethical practices. The Seller has neither paid, promised nor has the intention to pay to any person, party, firm or institution in respect of any such intervention or manipulation. The Seller agrees that if it is established at any time to the satisfaction of the buyer that the present declaration is in any way incorrect or if at a later

stage it is discovered by the Buyer that Seller has engaged any such person, party, firm or institution and paid, promised or has intention to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable for any or all of the following actions:-

- (a) To pay to the Buyer any such amount paid as gift, reward, fees or consideration along with interest at the rate of 2% per annum above LIBOR rate.
- (b) The Buyer will also have a right to put on hold or cancel the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate
- (c) The Buyer will also have the right to recover any such amount referred in (a) and (b) above from other contracts of the Seller with the Government of India.
- (d) At the discretion of the Buyer, the Seller shall be liable for action as per extant policy on Putting on Hold, Suspension and Debarment of Entities

8. In case it is found to the satisfaction of the BUYER that the SELLER has engaged an Agent, or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents and clauses relating to Penalty for Use of Undue Influence, the SELLER, on demand of the BUYER shall provide necessary information / inspection of the relevant financial documents / information, including a copy of the contract(s) and details of payment terms between the vendors and Agents engaged by him.

Annexure I to Appendix K
(Refers to Para 6.1 (j) of Appendix K)

PRE-CONTRACT INTEGRITY PACT

General

1. Whereas the PRESIDENT OF INDIA, represented by Joint Secretary & Acquisition Manager (Army) / Major General & equivalent, Service Headquarters / Coast Guard, Ministry of Defence, Government of India, hereinafter referred to as the Buyer and the first party, proposes to procure (Name of the Equipment), hereinafter referred to as Defence Stores and M/s _____ represented by, _____
_____ Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Seller and the second party, is willing to offer/has offered the Defence stores.

2. Whereas the Bidder is a private company / public company / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Ministry of the Government of India performing its functions on behalf of the President of India.

Objectives

3. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

3.1 Enabling the Buyer to obtain the desired defence stores at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement

3.2 Enabling Bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

Commitments of the Buyer

4. The Buyer commits itself to the following:-

4.1 The Buyer undertakes that, no official of the Buyer, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

4.2 The Buyer will, during the pre-contract stage, treat all Bidders alike and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

4.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

5. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

Commitments of Bidders

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:

6.1 The Bidder will not to offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

6.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

6.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/integrator/authorised government sponsored export entity of the

Defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company or Agent in respect of any such intercession, facilitation or recommendation.

6.6 The bidder would not enter into conditional contract with any Agents, brokers or any other intermediaries wherein payment is made or penalty is levied, directly or indirectly, on success or failure of the award of the contract. The bidder while presenting the bid, shall disclose any payments he has made during the 12 months prior to tender submission or is committed to or intends to make to officials of the buyer or their family members, Agents, brokers or any other intermediaries in connection with the contract and the details of such services agreed upon for such payments. Within the validity of PCIP, bidder shall disclose to MoD any payments made or has the intention to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution as an annual report during the procurement process.

6.7 The Bidder shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by the Buyer as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

6.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts. Complaint will be processed as per **Guidelines for Handling of Complaints** in vogue. In case the complaint is found to be vexatious, frivolous or malicious in nature, it would be construed as a violation of Integrity Pact.

6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

7. **Previous Transgression**

7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India.

7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract and if already awarded, can be terminated for such reason.

8. **Bid Security: Earnest Money Deposit**

8.1 Every bidder, while submitting commercial bid, shall submit Bid Security in the form of Earnest Money Deposit (EMD), in cases where applicable (as provided in Clause 8 herein).

(a) To safeguard against a bidder(s) withdrawing or altering its bid during the bid validity period, Bid Security (also known as EMD) is to be obtained from all bidders.

(b) EMD is not required from Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department or Startups as recognised by Department of Industrial Policy & Promotion (DIPP), in accordance with the Ministry of Finance office memorandum bearing No. No. F.20/2/2014-PPD (Pt.) dated July 25, 2017 (as amended from time to time).

(c) DPSUs are not required to submit EMD when nominated as ab-initio single vendor. DPSUs will submit all BGs and EMD as applicable while participating in multi vendor cases with private vendors.

(d) **Format of EMD.** The Bid Security may be accepted in the following forms, safeguarding the Buyer's interest in all respect:-

(i) Bank Guarantee from any Indian Public or Private Scheduled Commercial Bank notified by RBI or first-class banks of international repute. The format of the Bank Guarantee for Bid Security is provided at Annexure I to Appendix K.

(ii) Insurance Surety Bond - The format and guidelines pertaining to the same shall be issued / notified by the Ministry of Defence.

(iii) Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque shall be payable in an acceptable form. The Beneficiary Bank Details for furnishing the same are as follows:

(IFSC Code - SBIN0000691)
State Bank of India New Delhi Main Branch
C Block, 11 Parliament Street
New Delhi, Pin: 110001

(e) **Validity of EMD.** The EMD will be valid for eighteen months or till signing of contract, whichever is later. The EMD shall be extended from time to time as required by the Buyer and agreed by the Bidder. No interest shall be payable by the Buyer to the Bidder(s) on the EMD for the period of its currency. For unsuccessful bidders EMD will be returned on declaration of successful bidder(s).

(f) **Instances of Forfeiture of EMD.**

(i) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.

(ii) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.

(aa) If the Bidder fails to furnish the Performance Security for the due performance of the contract.

(ab) Fails or refuses to accept/ execute the contract.

- (iii) In case of violation of Pre-Contract Integrity Pact, EMD will be forfeited besides other legal penalties as may be decided by the Ministry of Defence.

9. **Company Code of Conduct**

9.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

10. **Sanctions for Violation**

10.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- (ii) **EMD for pre contract period**, Performance-cum-Warranty Bond post signing of contract shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without any compensation to the Bidder.
- (iv) To recover all sums already paid by the Buyer, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Base Rate of SBI and in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other defence stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and Performance-cum-Warranty Bond if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
- (vi) To cancel all or any other Contracts with the Bidder.
- (vii) To Put on Hold or Suspend or Debar the bidder as per the extant policy.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s) to any Agent or broker with a view to securing the contract.
- (ix) If the Bidder or any employee of the Bidder or any person acting on behalf

of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to debar the Bidder from the bid process or rescind the contract without payment of any compensation to the Bidder. The term '**close relative**' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

(x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

(xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

10.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Pact.

11. **Fall Clause**

11.1 The Bidder undertakes that he has not supplied/is not supplying the similar products, systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry / Department of the Government of India at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, even if the contract has already been concluded.

11.2 The Bidder shall strive to accord the most favoured customer treatment to the Buyer in respect of all matters pertaining to the present case.

12. **Independent Monitors**

12.1 The Buyer has appointed Independent Monitors for this Pact in consultation with the Central Vigilance Commission. The names and addresses of nominated Independent Monitors (at the time of issue of RFP) are as follows (however the vendor must refer to the MoD website at www.mod.nic.in to check for changes to these details) The Independent Monitors are:-

- a) Shri Arvind Kumar Awasthi, IAAS (1975) (Retd)
A 32, Yarrow's Apartments, C – 58 / 5,
Sector - 62, Noida
Gautam Budha Nagar (UP)
PIN - 201309
Email – arvind.awasthi@gov.in
- (b) Shri AK Manchanda, IRS (1976) (Retd)
C1 / 10, Pandara Para,
New Delhi - 110029
Email – ashokkmanchanda@gmail.com

12.1A All communications to Independent Monitors will be copied to Director (Vigilance). The Designation and Contact details of Director (Vigilance) are as follows:-

Room No 340,
B Wing Sena Bhawan,
New Delhi – 110011.
Telephone – 011 – 23012304.

12.2 After the Integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the Independent Monitors, if required by them.

12.3 The Bidder(s), if they deem it necessary, may furnish any information as relevant to their bid to the Independent Monitors.

12.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent Monitors for their comments/enquiry.

12.5 If the Independent Monitors need to peruse the relevant records of the Buyer in connection with the complaint sent to them by the Buyer, the Buyer shall make arrangement for such perusal of records by the Independent Monitors.

12.6 The report of enquiry, if any, made by the Independent Monitors shall be submitted to the head of the Acquisition Wing of the Ministry of Defence, Government of India for a final and appropriate decision in the matter keeping in view the provision of this Pact.

13. **Examination of Books of Accounts**

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents

in English and shall extend all possible help for the purpose of such examination.

14. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. New Delhi.

15. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

16. **Validity**

16.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder / Seller, whichever is later.

16.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

17. The Parties hereby sign this Integrity Pact at _____ on

BUYER

MINISTRY OF DEFENCE,
GOVERNMENT OF INDIA

Witness

1. _____
2. _____

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1. _____
2. _____

(Refers to Para 8.1 d of
Earnest Money Deposit)

EMD BANK GUARANTEE FORMAT

Whereas(hereinafter called the "Bidder") has submitted their offer dated.....for the supply of
..... (hereinafter called the "Bid") against the Buyer's Request for proposal No.
..... KNOW ALL MEN by these presents that WE
.....of having our registered office at
..... are bound unto (hereinafter called the "Buyer") in the sum of for which payment will and truly to be made to the said Buyer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... day of20.....

The conditions of obligations are:-

- (1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
 - (a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
 - (b) Fails or refuses to accept/execute the contract.
- (3) If the bidder violates Pre-Contract Integrity Pact.

WE undertake to pay the Buyer up to the above amount upon receipt of its first written demand, without the Buyer having to substantiate its demand, provided that in its demand the Buyer will note that the amount claimed by it is due to it owing to the occurrence of above mentioned conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of 18 months/ contract signing whichever is later and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

Appendix L
(Refers to Para 6 of RFP)

CRITERIA FOR VENDOR SELECTION / PRE-QUALIFICATION
FOR - RFP ISSUE / INCLUSION IN RFP REQUIREMENTS
(Only For Multi Vendor Cases. Not applicable to DPSUs / PSUs.)

1. The following parameters may be used, as a guideline for the Collegiate to adopt, for inclusion in the RFP.

<u>Sl No</u>	<u>Parameter</u>	<u>For all Cases except Shipbuilding (Ch XII), Make (Ch III & IV) and Strategic Partnerships (Ch VII)</u>
1.	General	
(a)	-	Applicant Entity should be an Indian Vendor as defined at Paragraph 20 of Chapter I Of DAP 2020.
(b)	-	Business dealing with applicant Entity or any of its allied entities should not have been suspended or banned, by MoD / SHQ or any Government Department or organization (as defined in Guidelines or Penalties in Business Dealings with Entities issued vide Ministry of Defence, D (Vigilance) MoD ID No 31013/I/2006-D(Vig) Vol II dated 21 Nov 2016). None of the Promoters and Directors of applicant entity should be a willful defaulter.
(c)	-	"Entities" will include companies, with whom the Ministry of Defence has entered into, or intends to enter into, or could enter into contracts or agreements.
(d)	-	"Applicant entity" may be a company, subsidiary, an associate company (as defined in the Companies Act, 2013), a consortium or a Joint Venture (JV).
2	Financial	
(a)	Credit Rating	Long term credit rating equivalent to CRISIL rating on Corporate Credit Scale as CCR-BBB or better and SME-04 or better for SMEs issued by credit rating agencies recognized by SEBI. Credit rating should be as on 31 st March of the previous financial year
(b)	Average Annual Turn Over	Minimum Average Annual Turnover for last three (03) financial years, ending 31 st March of the previous financial year, should not be less than 30% of estimated cost of the project.
(c)	Net Worth	Net worth of entities, ending 31 st march of the previous financial year, should not be less than 5% of estimated cost of the project.
(d)	Insolvency	The entity should not be under insolvency resolution as per Indian Bankruptcy Code at any stage of procurement process from the issuing of RFP to the signing of contract.
3	Technical	

(a)	Nature of Business	Vendor shall be a manufacturing entity or System Integrator of defence equipment and not a trading company, except in cases where OEM participates only through its authorised Vendors.
(b)	Experience in related field	Min two (02) Yrs. experience in broad areas like manufacturing/ integration / fabrication of electro optical devices. If not, then cumulative experience of at least three (03) years in above areas, resulting in gaining of competence for manufacturing the proposed product.
(c)	(i) Integration Experience	(i) Cases involving Integration – Where product involves integration, previous experience of not less than one year/ one project in integration of systems / equipment shall be required.
4.	Others	
(a)	Industrial License (IL)	Vendor should be either holding a valid defence industrial license or should have applied for the same before responding to RFP. In any case the vendor must confirm holding of IL before commencement of FET. (Items requiring IL will be as per DIPP Press Note 3 of 2014 as amended from time to time).
(b)	Registration	Registered for a Minimum two (02) Years, (one (01) year for MSMEs). Minimum number of years not applicable for JVs constituted specifically for a project.

Appendix M

(Refers to Para 54 of RFP)

**DOCUMENTS TO BE SUBMITTED BY THE BIDDER ALONG WITH THEIR
TECHNO-COMMERCIAL PROPOSALS**

The list of documents which needs to be mandatorily submitted by the Bidders as part of Technical Proposal are placed below. Non-submission of the documents may result in disqualification of the Bidder from the bidding process.

Ser No.	Reference	Document Description
1.	Para 5 of RFP	Declaration by Bidder : Debarment of vendors
2.	Para 17 of RFP	Declaration by Bidder: Government Regulation
3.	Para 18 of RFP	Declaration by Bidder: Obligations Relevant to Transfer of Conventional Arms
4.	Para 20 of RFP	Declaration by Bidder : Patent Rights
5.	Para 22 of RFP	Declaration by Bidder : Fall Clause
6.	Para 29 of RFP	Technical document covering performance parameters.
7.	Appendix B	Compliance Table
8.	Appendix C	Warranty Clause
9.	Appendix D	Information Pro-forma, Engagement of Agent by Foreign Bidder
10.	Appendix E	CERTIFICATE: Malicious Code
11.	Annexure I to Appendix F	Manufacturer's Recommended List of Spares (MRLS)
12.	Annexure II to Appendix F	List of SMT/STEs, Jigs, Fixture and Infrastructure
13.	Annexure III to Appendix F	Technical Literature
14.	Annexure IV to Appendix F	Training Aggregates
15.	Appendix J	Price Bid
16.	Annexure I to Appendix K	Pre-Contract Integrity Pact
17.	Para 8.1 of PCIP	EMD
18.	Appendix U	Draft guidelines for formulation of ATP.

Appendix N**GLOSSARY**

AMC	Annual Maintenance Contract
AoN	Acceptance of Necessity
ATP	Acceptance Test Procedure
CAMC	Comprehensive Annual Maintenance Contract
CKD	Completely Knocked Down
CNC	Contract Negotiation Committee
DAC	Defence Acquisition Council
DGAQA	Director General of Aeronautical Quality Assurance
DGNAI	Director General Naval Armament Inspectorate
DGQA	Director General of Quality Assurance
DPB	Defence Procurement Board
DAP	Defence Acquisition Procedure
DRDO	Defence Research and Development Organisation
EMC	Electro Magnetic Compatibility
EMI	Electro Magnetic Interference
EPP	Enhanced Performance Parameters
ESP	Engineering Support Package
EMD	Earnest Money Deposit
FET	Field Evaluation Trials
Gol	Government of India
IC	Indigenous Content
ICG	Indian Coast Guard
IDDM	Indigenously Designed & Developed Manufactured
IM	Indigenously Manufactured
IP	Integrity Pact
II	Image Intensifier
LRU	Line Replaceable Unit
MET	Maintainability Evaluation Trial

MoD	Ministry of Defence
MRLS	Manufacturer Recommended List of Spares
M-ToT	Maintenance Transfer of Technology
NCNC	No Cost No Commitment
OEM	Original Equipment Manufacturer
OTE	Open Tender Enquiry
PA	Production Agency
PCIP	Pre-Contract Integrity Pact
QA	Quality Assurance
RFP	Request for Proposal
SPB	Services Procurement Board.
SHQ	Service Headquarters
SKD	Semi Knocked Down
SRU	Shop Replaceable Unit
TEC	Technical Evaluation Committee
ToT	Transfer of Technology

Appendix O
(Refers to Para 42 of RFP)

DRAFT GUIDELINES FOR FORMULATION OF ATP

1. Draft ATP for the Night Sight (II) should be submitted by the vendor / OEM with following main Headings. Parameters may be added or deleted as per requirements of specific equipment specification.

(a) **Visual Inspection:**

External: -

- (i) Check the equipment for Loose, missing or damaged parts. Deterioration of rubber components.
- (ii) Finishing / Markings
- (iii) Colour should be black (Mat finish) with no shining parts.
- (iv) Completeness as per list of accessories
- (v) There should be no sharp images / edges / corners (ergonomic design).
- (vi) Nomenclature, Marking, Name plate / Engraving of description, Part No./ Regd No., Year of Manufacturer & initials of manufacturers on eqpt.

Internal :-

- (i) Check the equipment for broken chipped, scratches bubbles, sleeks on optical parts.
- (ii) Deterioration of Anti-reflection coating & cementing.
- (iii) Dirt, Dust, filming and fungus on optical surfaces of OG, EP and reticle shall be checked.
- (iv) Definition, Image Quality
- (v) Check the sharpness & clarity of reticle marking. Check for non-uniformity, if any.

(b) **Mechanical Checks:**

- (i) Movement of moving parts / switches.
- (ii) All screws/grub screws shall be tightened to maximum limit.
- (iii) Mount adaptor for mounting the equipment/device.
- (iv) Mechanical dimensions should be as per drawings/Specifications.

- (v) Weight of Sight.
- (vi) Removal / replacement of batteries

(c) **Optical Parameters:**

- (i) Magnification
- (ii) FOV (Field of view)
- (iii) Eye Relief
- (iv) Parallax
- (v) Resolution
- (vi) Diopter setting
- (vii) Collimation
- (viii) Verticality of Reticle
- (ix) Verticality of Image
- (x) Reticle pattern
- (xi) Movement of Reticle (zeroing arrangement)
- (xii) Definition

(d) **Electrical Parameters**

- (i) ON/OFF Switch Operation
- (ii) Reticle illumination and Brightness Control
- (iii) Endurance of Battery
- (iv) LBI (Low voltage Battery Indicator)
- (v) Type of Battery & its rating as per specification.
- (vi) Battery Charger function.

(e) **II Tube Parameters**

- (i) II Tube Diameter
- (ii) Figure of Merit (FOM)
- (iii) Signal to Noise Ratio (SNR)

- (iv) Autogating : II Tube should have in-built autogating and Automatic Brightness Control (ABC).
- (v) High Light Resolution (at 200 Lux) & Low light level (at 0.7 to 1.2 Millilux).
- (vi) System gain.
- (vii) Dark spots: Maximum permissible dark spot are as follows:-

Spot Diameter (D) (inµm)	No of dark Spots		
	Zone 1 (D=5.6mm)	Zone 2 (D=5.6mm to 14.7mm)	Zone 3 (D=14.7 mm to 17.5mm)
>230	0	0	0
150 to 230	0	1	2
75 to 150	0	2	3

* Acceptable minimum distance between two spots is as defined at Para 3.6.19 of MIL STD 49052F.

- (f) **SERVICE LIFE.** Should be specified.
- (g) **CLIMATIC AND DURABILITY TESTS** As relevant table of JSS-5855-11-2019 (Rev-1).
- (h) Provision of water proof Case Carrying.

2. **Remarks:**

- (a) The DGQA technical Evaluation of the sight will be conducted at CQA (I) Dehradun. The equipment would be accepted subject to satisfactory DGQA technical evaluation. Vendor is requested to submit the draft ATP along with technical Bid. ATP for PDI / JRI will be mutually agreed with vendors / OEM during CNC / Supply order stage. Jig & Fixtures should be provided by the OEM at the time of submission of EUT for DGQA technical evaluation. Vendor should visit CQA (I) Lab well in advance before commencement of DGQA evaluation to ascertain the requirement of Jig & Fixtures for tests.
- (b) Sight will be checked visually and functionally before and after each environmental test.
- (c) Sampling should be carried out as per IS: 2500, (Part-I): 2000.

Notes: -

- (a) The DGQA Technical Evaluation of sight will be conducted at CQA (I) Dehradun. As per mutually agreed ATP. Jigs & Fixtures to be provided by OEM.
- (b) The equipment would be accepted subject to satisfactory DGQA Technical Evaluation Trials. The vendor is required to submit the draft Acceptance Test

Procedure (ATP) alongwith the Technical Bid. The ATP will be finalized by QA Agency with OEM during Technical Trials.

(c) PDI will be carried out at the OEM premises. ATP for PDI & JRI will be finalized at the CNC stage. ATP shall be included in the contract at the time of finalization with successful bidder.

(d) In case of JRI / PDI are planned to be conducted by authorised Third Party Inspection (TPI) agencies, it will be spelt out in the QA instructions and the detail included in the final ATP. DGQA reserves the right to modify the ATP, if necessary.

(e) Environmental & Durability tests for the sighting system will be carried out as per the JSS 5855-11-2019 (Rev 1).

(f) During PDI, the vendor is required to provide all the test facilities including Jigs and Fixtures at OEM premises for acceptance inspection by the DGQA team.

(g) The requirement of production stage QA & Acceptance trials are to be indicated in the RFP based on the type / origin of the equipment, SQRs & categorization. The complexity of manufacturing and end use equipment are also to be kept in mind while specifying the QA requirements & acceptance procedures respectively. The Production stage QA may involve verification of internal QC reports and random surveillance / sampling for Raw material. In process, Assy level, ESS fir electronic components and FATs / HATs / SATs / Operations check.

Appendix P

(Refers to Para 7 of RFP)

UNDERTAKING TO COMPLY WITH INDIGENOUS DESIGN

We, _____ (“Name of Vendor”), do hereby certify, undertake and confirm that:

1. The Design of _____ (“Named Product”), as claimed by us in response to the RFP No _____ dated _____ is owned partly or wholly by us/by an Indian entity.

2. Further, we confirm that the Design of the Named Product, as claimed by us, has not been licensed from a foreign third party except for standard software licences such as, but not limited to OS / Database / _____ (Strikeout / Specify as applicable).

3. The ownership of the Design, as claimed by us, enables us to manufacture, realise, sell, provide Through Life Support, modify and upgrade the Named Product without any encumbrances, except as specified below: (If any form of encumbrances exist on the product or any of its subsystems these should be elaborated here)

4. We further claim that we own the following Intellectual Property (IP) Rights in relation to the design of the Named Product: (Specify any Patents, Registration of Designs, if any, held by _____ the _____ Vendor)

5. We also undertake to permit MoD/MoD appointed Specialists Committee, to inspect/ carry out technical verification at our premises of the applicable documents, such as Design Reports, Drawings, Specifications, Software Documents & Codes , Gerber files, etc, as may be reasonably necessary and required to prove the above claim of ownership of the Design of the Named Product. (Examination on site at company’s premises only. Documents, in any form, are not be sought nor required to be submitted for examination outside the Company’s premises)

6. Failure on our part to prove the ownership of the Design of the Named Product by us/by an Indian entity or submission of any false undertaking or claim as indicated in the response at any post contract stage of the intended procurement may make us liable to forfeiture of the PWBG to the extent of any direct losses or damages suffered by the MoD as a consequence of such false undertaking or failure to prove the ownership of the Design.