



An India-Russia Joint Venture

# BrahMos Aerospace Private Limited

BrahMos Complex, Adj. DRDL Rear Gate, Kanchanbagh,

Hyderabad – TS - 500 058. Email: [purchasehyd@brahmoss.com](mailto:purchasehyd@brahmoss.com)

Tel: +91-40-2408 7043, +91-2408 7051, Fax: +91-40-2408 7045

No: BM(H)/CMM/RFQ/25-26/2131, Dated: 29<sup>th</sup> Jan 2026

## **Sub: RFQ for Manufacture & Supply of MSS Terminal**

Dear Sirs,

1. We, BrahMos Aerospace Private Limited, hereinafter referred to as "Buyer", intends to procure "**Manufacture & Supply of MSS Terminal**" & seeking participation in procurement process from prospective Bidders subjected to requirements of succeeding paras.
2. This RFQ is divided into 6 Parts as follows:

PART I	General Information & Instructions to Bidder
PART II	Scope of Work
PART III	Evaluation Criteria of Bids
PART IV	Special Terms & Conditions of RFQ
PART V	Standard Terms & Conditions of RFQ
PART VI	Format of Price Bids
PART-VII	Compliance Statement
PART VIII	Techno Commercial Evaluation Criteria
3. This RFQ is neither an agreement and nor an offer by Buyer to the prospective Bidders or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in submitting their proposals pursuant to this RFQ. This RFQ includes statements, which reflect various assumptions and assessments arrived at by Buyer in relation to the Project. This RFQ 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 RFQ. Wherever necessary, Buyer reserves the right to amend or supplement the information, assessment or assumptions contained in this RFQ. This RFQ is being issued with no financial commitment. Buyer reserves the right to withdraw the RFQ and change or vary any part thereof or foreclose the procurement case at any stage. The issuance of this RFQ does not imply that Buyer is bound to shortlist a Bidder for the Project. Buyer also reserves the right to disqualify any Bidder should it be so necessary at any stage on grounds of National Security.
4. The receipt of the RFQ may please be acknowledged.



FOR BrahMos Aerospace Private Limited  
  
(S. Srinivasa Rao)  
General Manager (CMM)

Head Office: 16, Carriappa Marg, Kirby Place, Delhi Cantt -110 010, INDIA.

Ph: 011 33 123 000, Fax: 011 2568 4827, Website: [www.brahmos.com](http://www.brahmos.com)

**CIN: U74899DL1995PTC074334**

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**PART – I: GENERAL INFORMATION AND INSTRUCTIONS FOR THE BIDDERS**

5. The salient aspects and timelines of the acquisition are mentioned below. In case of any variation in the details furnished below or in any Annexures(s) with that mentioned in the RFQ, information furnished in the main body of the RFQ at referred Paragraph is to be followed.
6. The address and contact numbers for sending Bids is given below:

Bids to be addressed to:	Executive Director (Production) Attn: General Manager (CMM) [For Mr. Srinivas Beeravelli, Senior Manager (CMM)]
Postal address for sending the Bids	BrahMos Aerospace Private Limited., BrahMos Complex, Near DRDL Rear Gate, Kanchanbagh PO, Hyderabad – 500058
Contact Nos. & E-mail	Tel: +91-40-2408 7043 / 2408 7051 Fax: +91-40-24087045, Email: <a href="mailto:purchasehyd@brahmoss.com">purchasehyd@brahmoss.com</a>

**7. Due Dates:**

Sl. #	Activity	Due Date
A.	Collection of Scope of Work / Technical Documents	14 <sup>th</sup> Feb 2026
B.	Depositing / Submission of the Bids	21 <sup>st</sup> Feb 2026

**A. Collection of Technical Documents:** Collect the Technical Documents (After submission of NDA (Format available in our official website: [www.brahmos.com](http://www.brahmos.com)) and copies of self attested KYC documents... a) PAN Card, b) GSTIN Registration Certificate, c) MSME (UDYAM) registration certificate, if applicable, d) Certificate of Incorporation (as applicable) and e) Contact Person details.

**Contact Details:**

**Ms. Shamalla K SSM (Project) +91-40-2408 7125 / 7148.**

**Mr. KJ Nishad, DGM (Doc) +91-40-2408 7237**

**Mr. Srinivas Beeravelli, Senior Manager (CMM) +91-40-2408 7051.**

**B. Depositing / Submission of the Bids:** The sealed Bids under **Two-Bid system (Separate Techno-Commercial Bid & Price Bid)** should reach at the above given address through post / in person on or before the date mentioned above. The responsibility to ensure this lies with the Bidder. **Early submission of the Bids is acceptable to the Buyer.**

**8. PRE-BID CLARIFICATION:**

- (i) Prior to preparation of **Techno-Commercial Bid**, clarifications regarding technical terms may be obtained from **Ms. Shamalla K SSM (Project ) +91-40-2408 7148.**
- (ii) Prior to preparation of the **Techno-Commercial Bid & Price Bid**, clarifications regarding the **“Commercial”** terms may be obtained from Mr. Srinivas Beeravelli, Senior Manager (CMM), BrahMos Aerospace, Hyderabad, +91-40-2408 7051 Email: [purchasehyd@brahmoss.com](mailto:purchasehyd@brahmoss.com), [srinivas.beeravelli@brahmoss.com](mailto:srinivas.beeravelli@brahmoss.com).
- (iii) Un-willingness of the Bidder to participate in Bid may be communicated to The General Manager (CMM). Attn: Mr. Srinivas Beeravelli Senior Manager (CMM) +91-40-24087051, Email: [srinivas.beeravelli@brahmoss.com](mailto:srinivas.beeravelli@brahmoss.com), [purchasehyd@brahmoss.com](mailto:purchasehyd@brahmoss.com) within due date for submission of Quote.

*Srinivas Beeravelli*  
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9. **CLARIFICATION REGARDING CONTENTS OF THE BIDS:** During evaluation and comparison of Bids, the Buyer may, at its discretion, ask the Bidder for clarification of his Bids. The request for clarification will be given in writing and no change in prices or substance of the Bids will be sought, offered or permitted. No post-Bid clarification on the initiative of the Bidder will be entertained.
10. **FORWARDING OF BIDS:** Bids shall be forwarded by the Bidder under their original memo/letter pad inter alia furnishing details like GST number, Bank address with EFT Account, if applicable, etc. and complete postal & e-mail address of their office. The Techno-Commercial and the Price Bids should be put in two separate envelopes and then be put in a single envelope with the 'Bidder Details, RFQ No., Last Submission Date' pasted on top.
11. **BID VALIDITY:** The Bids should remain valid till **90 days** from due date for submission of Bids.
12. **RETURN OF DOCUMENTS:** Documents, specifications, drawings, CD in encrypted format issued to Seller are "RESTRICTED" in nature and property of Buyer. In the interest of National Security these will be returned in as issued condition without any duplication and / or photocopying. A certificate to the effect that required documents have been received from Buyer would be furnished by the Project Team. Any loss or damage to these documents shall be recovered from the Seller.

**Note: Vendor shall have to submit the Non-Disclosure Agreement (NDA) for collection of the Technical Specification Documents.**

#### **PART-II: SCOPE OF WORK, TECHNICAL & SCHEDULE OF REQUIREMENTS**

##### **13. SCHEDULE OF REQUIREMENTS:**

SI #	Item Code & Item Description (As per attached Doc: BM/BDA/MSS dt. 05-11-25)	Qty (Nos)
1	101011327200 & On-Board MSS Terminal for BDA	3
2	101011327300 & On-Board MSS Antenna for BDA	3

**Note:** Interested Bidders may obtain the **Scope of Work, Technical Specifications & BoM / Relevant Drawings** from BrahMos Aerospace, Hyderabad (may kindly contact **Ms. Shamalla K SSM (Project) +91-40-2408 7148**) on or before one week prior to due date for submission of bids and after submission of NDA (Non-Disclosure Agreement) in prescribed format (The format is readily available on our website: [www.brahmos.com](http://www.brahmos.com)) printed on Rs. 100 (Rupees Hundred only) judicial stamp paper duly signed by Authorized signatory.

#### **PART-III: EVALUATION CRITERIA OF BIDS**

14. The Bidder is required to submit **detailed Techno-Commercial Bid containing all Terms & Conditions as enumerated in this RFQ** and give confirmation of their acceptance of all Terms & Conditions which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e., Seller in the Contract) as selected by the Buyer. The deviations, if any, may be clearly indicated in the Techno-Commercial Bid along with the Compliance Statement in the format enclosed. Failure to do so may result in rejection of Bid submitted by the Bidder.



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15. Techno & Commercial Evaluation shall be carried out based on Parameters / Criteria detailed at Part VIII of this RFQ
16. Only those Bids will be evaluated, which are found to be fulfilling all the eligibility and qualifying requirements of the RFQ, both technically & commercially. The bidder, whose price is lowest as per Evaluation criteria given in this Appendix, will be declared as L-1 bidder by Buyer.
17. **EVALUATION OF TECHNO-COMMERCIAL BID:** The Techno-Commercial Bid forwarded by the Bidders will be evaluated by a Techno-Commercial Evaluation Committee (TCEC) to confirm that the items being offered meet the requirement. The TCEC will examine the extent of variations/differences, if any, in the technical characteristics of the items offered by Bidder. The Bidder, if required, may also be called for the TCEC meeting for clarification on the Techno-Commercial Bid submitted by them.
18. **EVALUATION OF PRICE BID:**
  - (a) The Price Bids of only those Bidders will be opened and evaluated, whose technical bids have been cleared by TCEC. The unopened Price Bids will be returned back to the Bidders by the Buyer. The Price Bids will be evaluated on the basis of complete scope.
  - (b) 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 shall prevail and the total price shall be corrected.
  - (c) If there is a discrepancy between words & figures, amount mentioned in words shall prevail.
19. **PROCEDURE FOR COST COMPARISON:** The basis for comparison of cost in different situations would be as follows:
  - (a) The financial bids of the qualified bidders will be compared on the basis of price quoted in the price bid format of the RFQ/Bid document.
  - (b) The financial comparison should be considered on the basis of FOR destination prices excluding statutory levies, taxes and duties payable on final product.
20. **Item wise lowest value may also be considered while evaluating the Bids.**

#### **PART-IV: SPECIAL TERMS & CONDITIONS OF RFQ**

21. The Bidder is required to give confirmation of their acceptance of Special Terms and Conditions of the RFQ mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.
22. **DELIVERY SCHEDULE:** Best Possible delivery date may be indicated in your techno-commercial bid.
23. **DELIVERY TERMS:** Free Door delivery at BrahMos Aerospace, Hyderabad.
24. **PAYMENT TERMS:** 100 (including GST as applicable) % shall be paid on pro-rata basis after delivery and acceptance of stores by BrahMos Aerospace, Hyderabad, subjected to submission of Warranty BG & Performance BG as detailed in this RFQ.



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**25. BANK GUARANTEE / INDEMNITY BOND:**

- (a) **Bank Guarantee (BG) for Advance:** Not Applicable.
- (b) **Performance Bank Guarantee (PBG):** To be submitted on placement of Order for 10 (Ten) % of the order value valid up to the entire delivery period plus claim period of 03 (Three) months.
- (c) **Bank Guarantee for Warranty (WBG):** Warranty BG issued from any Nationalized Bank in India OR Axis/HDFC/ICICI/Kotak Bank for 05 (Five) % of the P.O value valid up to the entire warranty period plus claim period of 03 (Three) months is to be submitted along with the invoice post-delivery of the items.

**Note: If, "Vendor" is unable to provide Warranty BG as detailed above, 10 (Ten) % of order value of deliverables shall be kept on hold till completion of warranty period.**

The BGs are to be issued only by any "Nationalised Bank in India / ICICI Bank / HDFC Bank / Kotak Mahindra Bank / AXIS Bank".

**26. INSPECTION & ACCEPTANCE:** Inspection at production/acceptance stage will be carried out by BrahMos QA / MSQAA or their nominated / delegated Inspection Agency at the Seller's premises. Issue of Inspection Note (I-Note) by the Inspection Agency will be the essential condition for acceptance of item (finished product) by the Buyer. Post acceptance, Item label / passport to that effect will be issued by the Buyer's nominated inspection agency to the Seller for payment claim. In case of any shortcoming, defect, non-conformance with the technical specifications or deficiencies in the items supplied, a defect report shall be raised on the spot and handed over to the Seller for making good the deficiencies or replace the defective item(s) within a mutually agreed period without prejudice to the warranty period.

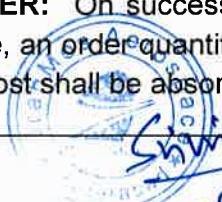
**27. WARRANTY:** The Supplier will declare that the goods, stores articles sold/ supplied shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the contract. The Supplier will guarantee that the said goods/ stores/ articles would continue to conform to the description and quality for a period of 33 (Thirty) months from the date of acceptance of stores at BrahMos Aerospace / End-user.

If during the aforesaid warranty period, the said goods/ stores are discovered not to conform to the description & quality aforesaid, not giving satisfactory performance or have deteriorated, the Buyer shall be entitled to call upon the Supplier to rectify the goods/ stores/ articles or such portion thereof as is found to be defective by the Buyer within a reasonable period without any financial implication to the Buyer. In cases of procurement of software, Supplier shall issue/provide upgrades of the software free of cost during the warranty period.

**28. INTELLECTUAL PROPERTY RIGHT (IPR):** The rights of Intellectual Property developed under the Contract will be the property of BrahMos Aerospace.

**29. AUDIT OF STORES:** All products and records are subjected to audit by the Buyer at any juncture during production at Seller's premises or after receipt at Hyderabad.

**30. PRODUCTION ORDER:** On successful initial qualification testing and formal approval of joint attestation committee, an order quantity up to 30 (Thirty) sets / Nos will be placed. Non-Recurring Engineering (NRE) cost shall be absorbed by vendor.



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31. **PRICE VALIDITY / OPTION CLAUSE / REPEAT ORDER CLAUSE:** Upon successful execution and acceptance of the initial order, including all qualification tests and design reviews, the ordered unit price will be considered as firm-fixed for a period of 03 (three) years from the date of delivery and acceptance of stores and date of successful qualification and attestation, whichever is later date.
32. **LIQUIDATED DAMAGES:** The Buyer may deduct from the Seller, as agreed, liquidated damages at the rate of 0.5% per week of part thereof, of value basic cost (excluding taxes and duties on final product) of the delayed stores which the seller has failed to deliver within the period agreed for delivery in the contract subject to maximum of 10% of the total order value (excluding taxes and duties on final product).

In cases where partial delivery does not help in achieving the objective of the contract, LD shall also be levied on the total cost (excluding taxes and duties on final product) of the ordered quantity delivered by the Seller. This will also include the store(s) supplied within the delivery period that could not be put to use due to late delivery subject to a maximum of 5% of the total order value (inclusive of taxes and duty) of the Contract.

33. **QUALITY & INSPECTION CLAUSE:**

- (a) **YEAR OF PRODUCTION:** The items should be of the latest manufacture and conform to the current production standards. The equipment shall have a minimum residual service life of 21 (Twenty-One) years at the time of acceptance.
- (b) **QUALITY:** The quality of the items shall correspond to the technical conditions and standards enumerated in the RFQ.
- (c) **QUALITY ASSURANCE:** The quality assurance procedure that will be applicable from the date of Order till completion of deliveries for items will be as per the applicable Technical Documents to be defined in Technical Bid. The documents may be amended, if required, by mutual consent of the Buyer and the Seller.
- (d) **TESTING:** Conduct of all tests (incl Qualification & Acceptance Tests) as specified in the Technical Specification/ATP documents shall be the responsibility of the Seller.
- (e) **QA DOCUMENTATION:** The Seller shall submit all the QA records mentioned in the QAP/TS Documents, Standard of Preparation (SoP) and Technical Drawings in digital form (DVD) along with each Item Passport.

**FOR VETTED & APPROVED QAP/TS DOCUMENT:** Inspection at production / acceptance stage will be carried out as per approved QAP/ TS document.

- (f) **NEW QAP/TS DOCUMENT:** Inspection at production/acceptance stage will be carried out as per approved QAP/TS Document and its subsequent revisions / amendments, if any. The draft QAP/TS will be submitted by seller to Buyer & Inspection Agency within 45 (Forty-five) days from the date of the Order. Based on the suggestions/ recommendations, the final copies will be made and put up for approval of Buyer & Inspection Agency.



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**34. Taxes and Duties: GST:** Applicable GST, if paid at the time of delivery will be payable extra by BrahMos at actuals on reimbursement basis. However, The GST claimed by the vendor shall be released only after it appears in the BrahMos GST Input Credit Register of GSTIN Online Portal. **Custom Duty:** Custom Duty to be borne by the vendor.

**35. CURRENT MANUFACTURE:** The equipment supplied will be of latest manufacture and will conform to current production standards. SELLER to produce certificate of availability of all Bill of Materials as per master drawing index and QAP approved by CEMILAC/RCMA/MSQAA for execution of the purchase Order

**36. PACKING AND MARKING INSTRUCTIONS:** As per approved packing work instruction. The same shall be submitted along with QAP for approval & vetting of BrahMos Aerospace.  
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 packing cases should have provisions for lifting by crane/ fork lift truck. 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.

(a) Item Code, Item Description Serial Number along with other relevant & non-sensitive technical details are to be engraved, being delivered by the Supplier.

(b) Items being delivered should be packed in good quality, transport worthy packing for ease of handling and storage.

(c) Each item should be packed in one box for ease of receipt, storage and handling.

**37. Service Life:** Vendor shall provide 21 (Twenty-One) years as Minimum Service Life of the items. Any improvement/modification/up gradation undertaken by the seller or their vendors on any equipment will be communicated to BrahMos and if required, these will be carried out on mutually agreed terms. Vendor will take part in joint defect investigation activities as and when required.

**38. NCAMC / CAMC (Comprehensive AMC) Post Warranty.** Not Applicable

**39. Free Issue Material (FIM)s:** Not Applicable.

**40. TRAINING OF MANPOWER:** Not applicable.

**41. EXCHANGE RATE VARIATION CLAUSE:** NOT APPLICABLE

**42. PRICE VARIATION CLAUSE:** NOT APPLICABLE.

**43. TRANSPORTATION & TRANSIT INSURANCE:** In vendor scope.

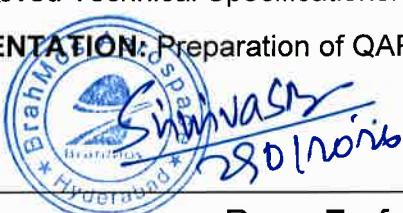
**44. INSTALLATION & COMMISSIONING:** In vendor scope, if applicable.

**45. SUPPORT DURING JOINT RECEIPT INSPECTION (JRI):** In vendor scope, if applicable.

**46. TOLERANCE CLAUSE:** Not Applicable

**47. TESTING:** As per Approved Technical Specifications.

**48. TECHNICAL DOCUMENTATION:** Preparation of QAP including ATP/FTP as detailed above is in the scope of seller.



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**PART-V: STANDARD TERMS & CONDITIONS OF RFQ**

**49.** The Bidder is required to give confirmation of their acceptance of the Standard Terms and Conditions of the RFQ mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder as selected by the Buyer. Failure to do so may result in rejection of the Bid.

**50.** **GOVERNMENT REGULATIONS:** It may be confirmed that there are no Government restrictions or limitations in countries from which subcomponents are being procured and/or for the export of any part of the deliverables being supplied.

**51.** **EFFECTIVE DATE OF THE CONTRACT:** In case of placement of a supply order, the date of placement of the Supply Order would be deemed as the effective date. The performance of the Contract shall commence from the Effective Date of the Contract/Supply Order.

**52.** **NON-DISCLOSURE:** The Bidding documents, including this RFQ and all attached documents provided by Buyer, are and shall remain or become the property of Buyer. 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 Buyer will not return to the Bidders any proposal, document or any information provided along therewith (except unopened Commercial Bid as relevant). 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. Buyer 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. Buyer 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 Buyer or as may be required by law or in connection with any legal process.

**53.** **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 organization 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. 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.



*Srinivas*  
29/1/2026

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**54. LAW:** The Contract shall be considered & made in accordance with the laws of the Republic of India, shall be governed by and interpreted in accordance with the laws of the Republic of India.

**55. NOTICES/ CORRESPONDENCES:** Any notice/correspondence required or permitted by the Contract shall be written in English language and may be delivered personally or may be sent by FAX or registered mail, addressed to the last known address of the party to whom it is sent.

**56. CONFIDENTIALITY OF INFORMATION:** No party shall disclose any information to any 'Third Party' concerning the matters under this RFQ 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.

**57. TRANSFER AND SUB-LETTING:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the Contract or any part thereof without written consent of the Buyer.

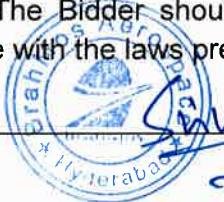
**58. Instructions for Invoice Preparation:** The Invoice shall contain the following information:

- (a) The Invoice/ Tax Invoice will be raised in compliance with the new tax (GST) guidelines and indicate all mandatory fields. (as applicable):
- (b) BrahMos GST ID for Hyderabad unit is 36AABCR8269E1Z6 and the same be mentioned in all invoices.
- (c) Invoice(s) will bear the end user contract details. Prior to dispatch of materials, necessary information for invoice preparation, if required any shall be obtained from BAPL.
- (d) All Original documents for payments including invoices are to be raised on and submitted to 'ED (Production), BrahMos Aerospace Pvt. Ltd, BrahMos Complex, (Near DRDL Complex Rear Gate, Kanchanbagh, P.O, Hyderabad'

**59. DISPUTES:** All disputes or differences arising out of or in connection with the present Contract including the ones connected with the validity of the present contract or any part thereof, shall be settled by bilateral discussions. Both, Buyer and Seller, will make every effort to resolve the dispute if any, in a mutually acceptable manner.

**60. FORCE MAJEURE CLAUSE:** 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 (Thirty) days of its occurrence informs in a written form the other party. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of, the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.

**61. 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.



*Srinivas..*

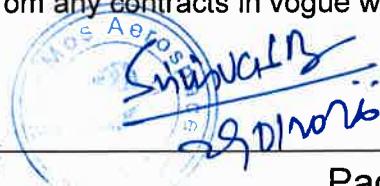
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**62. WITHHOLDING OF PAYMENT:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in the Contract, the Buyer may, at his discretion, withhold any payment until the completion of the Contract.

**63. PENALTY FOR USE OF UNDUE INFLUENCE:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract or any other contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf 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.

**64. AGENTS / AGENCY COMMISSION:** The Seller confirms and declares to the Buyer that the Seller has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above (i) Prime Lending Rate of State Bank of India for Indian bidders, and (ii) London Inter Bank Offered Rate (LIBOR) for the foreign bidders. The applicable rates on the date of opening of tender shall be considered for this. The Buyer will also have the right to recover any such amount from any contracts in vogue with the Government of India.



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**65. PROGRESS REVIEW COMMITTEE (PRC):** The status/ progress of production and supply will be monitored by a PRC, consisting of specialists and representatives nominated by the Buyer and Seller's representatives. The PRC will be constituted by the competent authority of the Buyer.

**66. RISK AND EXPENSE PURCHASE:** In case Seller fails to honor the contractual obligations within the stipulated delivery period and as amended, Buyer may procure the said contracted goods/services through a fresh supply order/contract and the defaulting Seller has to bear the excess cost incurred, if any.

**67. ARBITRATION:** In the event of any controversy, disputes or differences arising out of or in the interpretation of any of the terms and conditions of this agreement or on breach by any of the parties shall bring the said reason to the notice of each other, and shall amicably try to settle any such issues within 30 days of such notice. In the event of the parties' failure to reach amicable settlement as mentioned herein, all unresolved controversies, disputes or arbitration in accordance with Indian arbitration and conciliation Act, 1996 and the venue of arbitration shall be Hyderabad, India.

**68. Vendor shall not quote/ supply the ordered goods/ spares to any party other than BAPL without the written permission of BAPL.**

**69. TERMINATION OF CONTRACT:** The Buyer shall have the right to terminate the Contract in part or in full in any of the following cases:

- (a) The store/service is not received/rendered as per the contracted schedule(s) and the same has not been extended by the Buyer.
- (b) The delivery of store/service is delayed due to causes of Force Majeure by more than 06 months provided Force Majeure clause is included in the contract and the delivery period has not been extended by the Buyer.
- (c) The Seller is declared bankrupt or becomes insolvent.
- (d) The Buyer has noticed that the Seller has violated the provisions of Para (Use of Undue Influence) and/or Para (Employment of Agent) above to obtain the Contract.
- (e) As per decision of the Arbitration Tribunal.

**70. MODIFICATIONS (CHANGE IN SCOPE OF WORK), IF ANY:**

- (a) Should Buyer desire any modifications or improvements, additions or alterations to the design, drawings, specifications, place of delivery etc., the same shall be carried out by the firm.
  - (i) Without additional payments: If the modifications or improvements are of minor in nature and are intimated before undertaking of the job as per existing specifications.
  - (ii) On payment of additional Expenses and extension of delivery schedule on mutual agreement, if modifications or improvements are major in nature.
- (b) The recommendations of Committee / PRC will be considered as the basis for both Minor and Major modifications and for determining the requirements of additions/ reduction in expenditure and time for the contractor.



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**71. COUNTERFEIT PARTS:**

- (a) Seller shall evolve necessary verification & test methodologies to detect counterfeit Parts.
- (b) Seller to ensure prevention of counterfeit parts / products including from their sub-vendors, if any.
- (c) Seller to ensure that only non-counterfeit parts / products shall be delivered to Buyer.
- (d) Further to prevent inadvertent use of counterfeit parts, Seller shall only procure directly from the OEM (Original Equipment Manufacturer) or their authorized distribution chain unless approved by Buyer in writing.
- (e) Seller also to ensure the necessary traceability of parts / components belonging to OEM and the same shall be provided to Buyer to eliminate the delivery of counterfeit parts.
- (f) Seller to obtain the approval of Buyer in writing to source the inputs from Non-Franchised Distributors and also to ensure parts that were procured are legitimate, authentic, non-counterfeit parts, if applicable.
- (g) In case of detection of counterfeit parts / products upon inspection, same will not be accepted by Buyer and returned to Seller as they are and will be handled as per the policies of Buyer.

**72. COMPETENCE OF PERSONNEL:** Bidder to ensure the following:

- (a) Necessary Competence of personnel, involved in the execution of work
- (b) Their Contribution to product / service conformity & importance towards ethical behavior.
- (c) Competence to detect or prevent the counterfeit parts, monitoring and reporting of the same during execution of contract.

**73. SECRECY:** Any Information of classified nature obtained, acquired during the manufacture, test and trials is not to be passed on to any Third party by you or your subcontractor(s). This clause shall survive on termination or completion of this order.

**74. TAXES AND DUTIES:**

- (a) Bidders are required to indicate statutory taxes and duties correctly as per the price bid format and no column of taxes and duties has to be left blank. Rate (%) of taxes as applicable are to be filled up with '0' (Zero), 'positive numerical values' or 'Not applicable' in the price bid as asked for in the RFQ. If any column of taxes and duties as reflected in RFQ is not applicable and intentionally left blank, the reason for the same has to be clearly indicated in the remarks' column.
- (b) Only GST will be paid extra by the Buyer. The Bidders are required to indicate the unit & total costs of the items/services with and without GST, GST % with HSN/SAC separately as per the format enclosed. GST claimed by the Supplier shall be released by the Buyer only after it appears in the Buyer's GST Input Credit Register of GSTIN Online Portal.

**75. ACCESS TO BOOKS OF ACCOUNTS:** In case it is found to the satisfaction of the Buyer that the Bidder/ Supplier has violated the provisions of use of undue influence and/ or employment of agent to obtain the Contract, the Bidder/ Supplier, on a specific request of the Buyer, shall provide necessary information/ inspection to the relevant financial documents/ information/ Books of Accounts.



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

**77. NON-DISCLOSURE OF CONTRACT DOCUMENTS:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the Contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

**78. Proprietary Rights:** All data including system requirements/ technical specifications provided by BrahMos Aerospace to Vendor for fulfillment of this order shall be considered as proprietary information of BrahMos and shall not be disclosed to any third party without written consent from BrahMos.

**79. FRANKING CLAUSE:**

(a) **IN CASE OF ACCEPTANCE OF STORE(S):** The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the Contract.

(b) **IN CASE OF REJECTION OF STORE(S):** The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract.

**80. LIABILITY CLAUSE:**

(a) Any damage caused to the property or suffered by the personnel of Buyer during the execution of Contract shall remain the liability of the Buyer. Such liability shall be fixed on Seller in case of grossly negligent act or omission on the part of Seller.

(b) This provision is limited to the relations between the Parties. It is without prejudice to the rights and actions to which the victims of damage, or any Social Security Organizations could prevail themselves legally.

(c) Either party would provide reasonable assistance to resolve the claim of other Party to mitigate loss or damage.

(d) Neither, the Seller shall be liable to the Buyer, nor shall the Buyer be liable to the Seller for any immaterial, punitive, indirect, special, incidental, or consequential loss or damage. This will hold good irrespective of whether such liability is based or claimed to be based on any breach of a Party's obligation under the Contract, or any negligent act or omission of a Party, its employees, servants, appointed representatives, sub-contractor or professional consultants, or such liability arises otherwise out of or in connection with the Contract.

(e) The Buyer shall not be liable for any compensation in any manner to the Seller for whatsoever reason.

(f) The Seller shall be liable to the Buyer for any compensation in any manner for whatsoever reasons for a sum not exceeding value of the Contract.



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81. **DENIAL CLAUSE:** Denial clause informs Seller that the Buyer reserves the right to admit additional payment due to upward revision of statutory levies beyond the original delivery schedule in case Seller fails to deliver the goods as per schedule. Variations in the rates of statutory levies within the original delivery schedule will be allowed if taxes are explicitly mentioned in the contract/supply order and delivery has not been made till the revision of the statutory levies. Buyer reserves the right not to reimburse the enhancement of cost due to increase in statutory levies beyond the original delivery period of the supply order/contract even if such extension is granted without imposition of LD.
82. **AMENDMENTS:** No provision of the Contract shall be changed or modified in any way (including this provision) either in whole or in part except when both the parties are in written agreement for amending the Contract.
83. **CLAIMS:**
  - (a) The quantity claims for deficiency of quantity and/ or the quality claims for defects or deficiencies in quality noticed during the inspection shall be presented within 45 days of completion of inspection.
  - (b) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location, within mutually agreed period, under Seller's arrangement without any financial implication on the Buyer.
84. **FALL CLAUSE:** The prices charged for the stores supplied under the agreement by the Supplier shall in no event exceed the lowest price at which the Supplier sells the items of identical description to any other person/organization during the period till performance of all supply orders placed during the currency of the agreement is completed. If, at any time, during the period, the Supplier reduces the sale price of such stores or sells stores to any other person/organization at a price lower than the price chargeable under the agreement, he shall forthwith notify such reduction or sale to the authority which has concluded the RC/PA; and the price payable under the agreement for the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.
85. **UNDERTAKING FROM THE BIDDERS:** Bidder/firm/company/vendor will submit an undertaking that in the past they have never been banned/debarred for doing business dealings with Ministry of Defence/Govt. of India/any other Govt. organization and that there is no enquiry going on by CBI/ED/any other Govt. agency against them.



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**PART-VII: COMPLIANCE STATEMENT**

Sl. #	Clause as per RFQ	RFQ Requirement	Comments by Bidder (If No, give details)
<b>Part I - GENERAL INFORMATION AND INSTRUCTIONS</b>			
	Sl. No. of Clause	Terms & Conditions as per RFQ	Complied (Yes / No)
<b>Part II - SCOPE OF WORK</b>			
	Sl. No. of Clause	Terms & Conditions as per RFQ	Complied (Yes / No)
<b>Part III - EVALUATION CRITERIA OF BIDS</b>			
	Sl. No. of Clause	Terms & Conditions as per RFQ	Complied (Yes / No)
<b>Part IV SPECIAL TERMS &amp; CONDITIONS</b>			
	Sl. No. of Clause	Terms & Conditions as per RFQ	Complied (Yes / No)
<b>Part V STANDARD TERMS &amp; CONDITIONS</b>			
	Sl. No. of Clause	Terms & Conditions as per RFQ	Complied (Yes / No)
<b>PART-VI - PRICE BID FORMAT</b>			
	Sl. No. of Clause	Terms & Conditions as per RFQ	Complied (Yes / No)



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**PART-VI: PRICE BID FORMAT**

Sl. No.	Description	Qty.	Unit Cost	Total Cost	%of GST	Total Cost (incl. GST)	Remarks
<b>A</b>	Cost of <b>Basic Item/Service</b> . Full break-up details may be given.						
<b>B</b>	Cost of <b>Installation / Commissioning / Integration</b> (where applicable)						
<b>C</b>	Cost of <b>Buyer Nominated Equipment</b> (if applicable)						
<b>D</b>	Cost of <b>Transfer of Technology</b> (where applicable).						
<b>E</b>	Cost of <b>Manufacturer's Recommended List of Spares</b>						
<b>F</b>	Cost of <b>Special Maintenance Tools &amp; Special Test Equipment</b>						
<b>G</b>	Cost of <b>Operator's Manual and Technical Literature</b> (in English Language) including ISPL						
<b>H</b>	Cost of <b>Training Aids</b> recommended by the Bidder						
<b>I</b>	Cost of recommended period of <b>Training</b>						
<b>J</b>	Any other cost (to be specified).						
<b>K</b>	<b>Freight and Transit Insurance Cost</b> (where applicable).						
<b>L</b>	<b>AMC/CMC Cost</b> giving year-wise break-up (where applicable).						
<b>M</b>	<b>Total Cost</b> (Total of Serial A to L)	# This will be used in determining L-1 Bidder					
<b>N</b>	<b>Foreign Exchange component</b> of the proposal (for Indian Bidders only)						

For BrahMos Aerospace Private Limited



(S. Srinivasa Rao)  
General Manager (CMM)



# BrahMos Aerospace Private Limited

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An India-Russia Joint Venture

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## PART VII : TECHNO COMMERCIAL EVALUATION CRITERIA

S. No.	Criterion / Parameter	Supporting Documents Required to be submitted along with Techno-Commercial bid	Compliance (Yes / No)
<b>Management Capabilities</b>			
1.	The bidder should be an Indian company (as or a defined under the Companies Act 2013 or as amended from time to time) and has been in existence for more than five years (till 2024-25)	Self-attested copy(ies) of the Certificates of Incorporation.	
2.	<b>Or a Govt. entity and has been existence for more than 5 years (till 2024-25)</b>  Traders representing original equipment manufacturers or offering import solutions will NOT be considered.	Certificate from a registered law firm / CA / CS / on company letter head by authorized signatory.	
3.	The bidder must have a valid and relevant Quality Certifications AS 9100D / ISO 9001:2015.	Enclose copy of certificate, clearly indicating the validity period / expiry date.	
	The vendor is not currently Black listed by DRDO/Govt of India or the foreclosed in any of the contracts of Government of India in the last three financial years (2022-23, 2023-24, 2024-25).	Enclose undertaking for the same	



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**CIN: U74899DL1995PTC074334**

S. No.	Criterion / Parameter	Supporting Documents Required to be submitted along with Techno-Commercial bid	Compliance (Yes / No)
<b>Financial Capabilities</b>			
4.	Bidder should have executed projects in the area of Satellite Communication Systems which includes satcom terminals the past 05 years (From FY 2020-21 to FY 2024-25) and supplied at least 10 such units to PSUs/ Government organizations	Enclose supporting documents/ details of supply order executed, clearly bringing out the cost, delivery schedule and completion status.	
5.	The average annual financial turnover of the Bidder during the last three years, ending on 31st Mar-2025 should be at least <b>Rs. 50 Crores</b> as per the annual report (audited balance sheet & profit & loss account) of the relevant period, duly certified by a Chartered Accountant in India.	Enclose balance sheet(s) showing assets & liabilities, income/revenue, profit & loss statement / copy of annual report for financial years ending 31st March 2025, 31st March 2024 and 31st March 2023, duly authenticated by a Chartered Accountant.	
<b>Manufacturing/Test Capabilities</b>			
6.	Bidder must have all the following in-house test and measuring instruments & qty. covering the range of interest, to support the development & ESS testing.	Enclose self-certified list of Test and Measuring instruments with make / model / frequency band / performance range and quantity available with bidder.	
6.a	Vector Signal Generator		
6.b	Spectrum/Signal Analyzer		
6.c	Vector Signal Analyzer		
6.d	Mixed Signal Oscilloscope		
6.e	Noise generator		



Sl. No.	Criterion / Parameter	Supporting Documents Required to be submitted along with Techno-Commercial bid			Compliance (Yes / No)
Technical/Design Capabilities					
7.	Bidder must have indigenously designed, developed and supplied satellite terminals for GSAT-7 satellite in the past 5 years, in S-Band for shipborne and airborne platforms.	Enclose delivery with technical details of supplied system, indicating frequency band and baseband hardware & processing details, along with representative photographs / datasheets and name, address of entity to whom supplied.	Supply Order / Contract copy / Proof of delivery with technical details of supplied system, indicating frequency band and baseband hardware & processing details, along with representative photographs / datasheets and name, address of entity to whom supplied.		
8.	Bidder must have carried out Qualification Testing including EMI/EMC testing of any supplied electronics system.	Enclose copy/extracts of any of QTR of any delivered system.			
9.	The bidder must have in-house expertise and core competency in following areas:		To substantiate the claim bidder has to submit the following documents		
9.1	Development of FPGA/DSP based Modem	a) Project details			
9.2	MAC protocols on Embedded Hardware	b) Product details			
9.3	Patch Antenna & SSPAs	c) Work orders			
10.	As part of TEC, the bidders are required to demonstrate the satcom terminal with BPSK along with FEC(Viterbi) and LDPC with data rate of 3600 bps & rate 1/2 FEC and LDPC, 3828 bps using GSAT-7 Satellite and with Indian Navy HUB. The Date of demonstration shall be intimated to vendors at least 10 days in advance. Failing to demonstrate the above capability on specified date would lead to the rejection of bid.	As part of TEC, the bidders are required to demonstrate the satcom terminal with BPSK along with FEC(Viterbi) and LDPC with data rate of 3600 bps & rate 1/2 FEC and LDPC, 3828 bps using GSAT-7 Satellite and with Indian Navy HUB. The Date of demonstration shall be intimated to vendors at least 10 days in advance. Failing to demonstrate the above capability on specified date would lead to the rejection of bid.	To substantiate the claim bidder to provide undertaking letter.		

For BrahMos Aerospace Private Limited



(S. Srinivasa Rao)  
General Manager (CMM) 29/01

