



# BrahMos Aerospace

An India-Russia Joint Venture

CMM Dept.

## PART-I: GENERAL INFORMATION AND INSTRUCTIONS FOR THE BIDDERS

5. 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.

(a) The address and contact numbers for sending Bids is given below:

Bids to be addressed to:	General Manager (CMM)
Postal address for sending the Bids	BrahMos Aerospace Pvt. Ltd Adj.DRDL Rear Gate, Kanchanbagh Hyderabad – 500 058
Contact Nos. & E-mail	<a href="mailto:k.indira@brahmos.com">k.indira@brahmos.com</a> ; <a href="mailto:purchasehyd@brahmos.com">purchasehyd@brahmos.com</a>

(b) **LAST DATE AND TIME FOR DEPOSITING THE BIDS:** The sealed Bids under **One-Bid system (Price Bid)** should reach at the above given address through post/in person latest by **06-05-2026**. The responsibility to ensure this lies with the Bidder. **Early submission of the Bids is acceptable to the Buyer. E-mail quotes shall not be entertained and rejected.**

(c) **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 Price Bid should be put in envelope with the '**Bidder Details, RFP No., Last Submission Date**' pasted on top.

(d) **PRE-BID CLARIFICATION:**

- (i) Prior to preparation of the Price Bid, clarifications regarding the technical terms & conditions be obtained from **Mr.G. Akash Raj, Systems Engineer (Prod)**, [akash.raj@brahmos.com](mailto:akash.raj@brahmos.com); (Tel: +91-40-2408 7177) within five (05) working days from the date of RFP.
- (ii) Prior to preparation of the Price Bid, clarifications regarding the commercial terms be obtained from **Ms.K. Indira, Manager**, [k.indira@brahmos.com](mailto:k.indira@brahmos.com); (Tel: +91-40-2408 7111) **of the CMM Department** within five (05) working days from the date of RFP.
- (iii) Un-willingness of the Bidder to participate in Bid may be communicated to **Ms.K.Indira, Manager**, [k.indira@brahmos.com](mailto:k.indira@brahmos.com) **of the CMM Department** within five (05) working days of receipt of RFP.

(e) **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



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of the Bids will be sought, offered or permitted. No post-Bid clarification on the initiative of the Bidder will be entertained.

- (f) **CONDITIONS UNDER WHICH THIS RFP IS ISSUED:** This RFP is being issued with no financial commitment. The Buyer reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the procurement case at any stage. The Buyer also reserves the right to disqualify the Bidder, should it be so necessary at any stage.
- (g) **VALIDITY OF BIDS:** The Bids should remain valid till 90 days from the last date of submission of the Bids.

## PART-II: SCOPE OF WORK

6. Scope of work / deliverables are detailed as follows:

S.No.	Description	Qty	Unit	Need Date
1	403306010102 – Flexible Tinned Copper Earthing Braid: Size: Width 10mm x Thickness 2mm	800	Kg	One month from the date of PO
2	350801010001 - Tin Coated Copper Lug 35 Sq mm	300	Nos.	
3	350801010003 - Tin Coated Copper Lug 50 Sq mm	700	Nos.	

## PART-III: EVALUATION CRITERIA OF BIDS

7. The Bidder is required to submit detailed Price Bid containing all Terms & Conditions as enumerated at Part II, Part III, Part IV, Part V, Part VI and Part VII of this RFP 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 Price Bid along with the Compliance Statement in the format enclosed at Part-VIII. Failure to do so may result in rejection of Bid submitted by the Bidder.
8. 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, will be declared as L-1 bidder by Buyer.
9. **EVALUATION OF PRICE BID:**
- (a) Each Price Bid may be evaluated on individual line-item wise lowest value.



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- (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 and figures, the amount mentioned in words shall prevail.
10. **PROCEDURE FOR COST COMPARISON:** The financial bids of the qualified bidders will be compared on the basis of price quoted in the price bid format of the RFP/Bid document.

## PART-IV: SPECIAL TERMS & CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of Special Terms and Conditions of the RFP 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.

### 11. BANK GUARANTEE / INDEMNITY BOND

- (a) **BANK GUARANTEE (BG) FOR ADVANCE** : Not applicable
- (b) **BANK GUARANTEE FOR WARRANTY:** A BG from an Indian nationalized bank OR Axis/HDFC/ICICI/Kotak Bank for **(five) 5%** 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. Company's Indemnity Bond shall be submitted by the Public Sector Units in lieu of BG.

12. **OPTION CLAUSE:** Not applicable

13. **REPEAT ORDER CLAUSE:** Not applicable

14. **TOLERANCE CLAUSE:** Not applicable

15. **INTELLECTUAL PROPERTY RIGHT (IPR):** The rights of Intellectual Property developed under the Contract will be the Buyer.

16. **PURCHASE PREFERENCE CLAUSE:** Purchase preference will be granted as per Public Procurement (Preference to Make in India), Order – 2017 as amended, issued by DPIIT/Ministry of Commerce and Industry.

17. **PERMISSIBLE TIME FRAME FOR SUBMISSION OF INVOICE:** To claim payment (part or full), the Supplier shall submit the bill(s) along with the relevant documents within **7** days from the completion of the activity/ supply.



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### 18. PAYMENT TERMS:

100% payment on pro-rata basis after satisfactory delivery & acceptance by BAPL on submission of following:

- Acceptance Report / Items
- 5% Warranty Bank Guarantee
- Warranty Certificate
- Any other Certificates to be issued by OEM / committed during TCEC.

### 19. RECOVERY OF ADVANCE CLAUSE: Not applicable

### 22. INVOICE PREPARATION: All original documents for payments including invoices are to be raised on and submitted to the Buyer's location at BAPL, Hyderabad. GSTIN No. for the unit is 36AABCR8269E1Z6 and the same shall be mentioned in all invoices as applicable.

### 23. PRICE BENCHMARKING CLAUSE: Not applicable

### 24. BUY-BACK: Not Applicable

### 25. TERMS OF DELIVERY:

The delivery of goods shall be on FOR (BrahMos Aerospace, Hyderabad) **One month from the date of PO.**

### 26. TRANSPORTATION & TRANSIT INSURANCE: The equipment(s) / material(s) will pack, loaded onto transportation vehicle(s) as per the classification of category & class of goods and transported to the designated site location. Necessary transportation & transit insurance to the destination shall be the responsibility of Seller.

### 27. PACKING AND MARKING INSTRUCTIONS: The Supplier 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 Supplier shall ensure that the stores are packed in containers, which are made sufficiently strong. The packing cases should have provisions for lifting by crane/ fork lift truck. Labels/ Tags with proper marking shall be fastened to the special equipment, which cannot be packed. 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 and Item Description along with other technical details are to be engraved/ labelled/ printed on all type of raw materials, as applicable, being delivered by the Suppliers.

(b) Items being delivered should be packed in good quality wood and transport worthy packing conditions with proper marking for ease of handling and storage.

(c) One type of items should be packed in one box for ease of receipt, storage and issue.

### 28. 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 **15 years** at the time of acceptance.



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**(b) DOCUMENTATION:**

Vendor shall submit datasheet, factory test certificate, Calibration certificate (from NABL accredited laboratory), CoC, warranty certificate and manufacturing date declaration in hard copy and/ or digital format along with each item passport at the time of delivery of stores for acceptance at BrahMos Aerospace.

**(c) INSPECTION & ACCEPTANCE:**

**BY BAPL:** Inspection and acceptance of the supplied items shall be carried out at consignee location by BAPL representative upon delivery. The inspection shall include verification of quantity, physical condition, model/ specification compliance, review of submitted documents and functional testing of the equipments. Stores rejected will be collected and replaced by the Supplier at his own cost.

- 29. 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 as per OEM Standard from the date of delivery & acceptance / installation of the said goods stores/ articles. If during the aforesaid period as per OEM Standard from the date of delivery & acceptance, the said goods/ stores are discovered not to conform to the description and 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.
- 30. PRODUCT SUPPORT:** Not Applicable
- 31. ANNUAL MAINTENANCE CONTRACT (AMC):** Not Applicable
- 32. 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.
- 33. 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.

### PART-V: STANDARD TERMS & CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the Standard Terms and Conditions of the RFP 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.





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- 36. EFFECTIVE DATE OF THE CONTRACT:** In case of placement of a supply order, the date of acceptance 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.
- 37. LAW:** The Contract shall be considered and made in accordance with the laws of the Republic of India and shall be governed by and interpreted in accordance with the laws of the Republic of India.
- 38. 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.
- 39. 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 Delhi, India.
- 40. 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.
- 41. 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.
- 42. 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





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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.

- 43. 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.
- 44. 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.
- 45. LIQUIDATED DAMAGES:** The Buyer may deduct from the Seller, as agreed, liquidated damages at the rate of 0.5% per week/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 vendor. 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.
- 46. TERMINATION OF CONTRACT:** The Buyer shall have the right to terminate the Contract in part or in full in any of the following cases:
- (a) The delivery of the store/service is delayed for causes not attributable to Force Majeure for more than 01 month after the scheduled date of delivery and the delivery period has not been extended by the Buyer.



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- (b) The delivery of store/service is delayed due to causes of Force Majeure by more than 01 month 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 40 (Use of Undue Influence) and/or Para 42 (Employment of Agent) above to obtain the Contract.
  - (e) As per decision of the Arbitration Tribunal.
47. **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/email or registered pre-paid mail/ airmail, addressed to the last known address of the party to whom it is sent.
48. **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.
49. **SECRECY:** Any Information of classified nature obtained, acquired during the manufacture, test and trails 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.
50. **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.
51. **COMPETENCE OF PERSONNEL:** Bidder to ensure the following:
- (a) Necessary Competence of personnel, who involving in the execution of work
  - (b) Their Contribution to product / service conformity & importance towards ethical behaviour.
  - (c) Competence to detect or prevent the counterfeit parts, monitoring and reporting of the same during execution of contract.
52. **CURRENT MANUFACTURE:** The equipment supplied will be of latest manufacture and will confirm to current production standards including the specified material and its equivalent.
53. **COUNTERFEIT PARTS:**
- (a) Seller shall evolve necessary verification and test methodologies to detect the counterfeit Parts.
  - (b) Seller to ensure to prevention of counterfeit parts / products including from their sub-vendors, if any.



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- (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 produced 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.

**54. 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.

**55. 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 RFP. If any column of taxes and duties as reflected in RFP is not applicable and intentionally left blank, the reason for the same has to be clearly indicated in the remark's 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.

**56. 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.

**57. 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



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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.

## 58. DOCUMENTS TO BE FURNISHED FOR CLAIMING PAYMENT:

**INDIGENOUS SELLERS:** The payment of bills will be made on submission of the following documents by the Seller to the Buyer:

- (a) Ink-signed copy of Invoice.
- (b) Bank Guarantee for Advance/ Indemnity Bond, if applicable.
- (c) Bank Guarantee for Performance/ Indemnity Bond, if applicable
- (d) Bank Guarantee for Warranty/ Indemnity Bond, if applicable.
- (e) Details for electronic payment viz. Bank name, Branch name and address, Account Number, IFS Code, MICR Number (if these details are not already incorporated in the Contract).
- (f) Copy of the Contract and amendments thereon, if any.
- (g) Any other document/ certificate that may be provided for in the Contract.

## 59. 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.

## 60. 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 **7 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.

## 61. 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.



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- (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.
62. **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 said 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.
63. **NON-DISCLOSURE:** The Bidding documents, including this RFP 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.
64. **ACCESS TO CLASSIFIED DOCUMENTS/ SYSTEMS:** The Supplier will be allowed to access pertinent classified details/documentation in the interest of execution of task. Association of the Supplier will be desirable for effective rectification of design defects, if any, during trials of systems/ sub-systems, being developed as part of the contract. In all such cases, the Supplier and his employees, connected with the assigned task, will be subject to the provisions contained in the Indian Official Secrets Act and required to render certificate to that effect.
65. **ACQUIRING MANUFACTURING DRAWINGS AND ASSOCIATED HARDWARE:** The manufacturing drawings & other documents prepared during the development phase shall be the property of the BAPL and will be handed over to BAPL whenever required. Further, these will also not be used by the Supplier for any purpose other than stated in the contract, without the written



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consent of BAPL. All dies/ tools/die sets/ jigs/ fixtures/ moulds fabricated under the contract which are charged separately will be returned to BAPL unless specified otherwise in the contract.

66. **RETURN OF DOCUMENTS:** Documents, specifications, drawings, CD in encrypted format issued to Supplier or prepared by them are "RESTRICTED" in nature and property of BAPL. 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 in BAPL would be furnished by the Project Team. Any loss or damage to these documents shall be recovered from the Supplier.
67. **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.
68. **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.
69. **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.
70. **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.
71. **RECORD OF QUALITY RELATED DOCUMENTS:** To be maintained for a minimum period of 15 yrs.
72. **AUDIT OF STORES:** All products and records are subjected to audit by BrahMos Aerospace at any juncture during production at vendor's premises or after receipt at BrahMos Aerospace, Hyderabad.
73. **CODE OF INTEGRITY:** The code of integrity lays down the obligations on the part of the Buyer and the Bidder in order to maintain the integrity of the procurement transactions. The obligations



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on both the parties will be that no official of the Buyer or a Bidder shall act in contravention of the code of integrity which include provisions for:

- (a) Prohibition of:
- (i) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
  - (ii) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided;
  - (iii) Any collusion, bid rigging or anti-competitive behaviour that may impair the transparency, fairness and the progress of the procurement process;
  - (iv) Improper use of information provided by the Buyer to the Bidder with an intent to gain unfair advantage in the procurement process or for personal gain;
  - (v) Any financial or business transactions between the Bidder and any official of the Buyer;
  - (vi) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process;
  - (vii) Obstruction of any investigation or auditing of a procurement process.
  - (viii) Disclosure of conflict of interest.
  - (ix) Disclosure by the Bidder of any previous transgressions made in respect of the provisions of para 80(a) of this RFP with any entity in any country during the last three years or of being debarred by any other procuring entity.
- (b) **PENALTIES FOR VIOLATION:** If the Buyer comes to the conclusion that a Bidder or prospective Bidder, as the case may be, has violated the code of integrity, the Buyer may take appropriate measures including:
- (i) Exclusion of the Bidder from the procurement process;
  - (ii) Calling off pre-contract negotiations and forfeiture or encashment of EMD (if applicable);
  - (iii) Forfeiture or encashment of any other security or bond relating to the procurement;
  - (iv) Recovery of payments made by the Buyer along with interest thereon as per the provisions of supply order;
  - (v) Debarment of the Bidder from participation in future procurements.





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## PART-VI: FORMAT FOR PRICE BID

Sl. No.	Description	Qty. (Nos.)	Unit	Unit Cost	Total Cost	Rate of GST	Remarks
<b>A</b>	Cost of <b>Basic Item/Service</b> . Full break-up details may be given.						
(1)	403306010102 – Flexible Tinned Copper Earthing Braid: Size: Width 10mm x Thickness 2mm	800	Kg				
(2)	350801010001 - Tin Coated Copper Lug 35 Sq mm	300	Nos.				
(3)	350801010003 - Tin Coated Copper Lug 50 Sq mm	700	Nos.				
<b>B</b>	<b>Any other cost</b> (to be specified).						
<b>C</b>	<b>Total Cost</b> (Total of Serial A to B)	# This will be used in determining L-1 Supplier					



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## PART-VII: COMPLIANCE STATEMENT

The Bidder is required to submit detailed Compliance Statement containing all Terms & Conditions as enumerated at Part II, Part III, Part IV, Part V, Part VI and Part VII of this RFP and give confirmation of their acceptance of all Terms & Conditions. The deviations, if any, may be clearly indicated

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

- The Bidder shall submit a Clause-by-Clause Compliance Statement as per the above format. There should be no discrepancy between the details mentioned in the Techno-Commercial Bid and the Compliance Statement.
- In case of any such discrepancies, the terms & conditions mentioned in the RFP and their compliances as mentioned in either of the two documents shall prevail.



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