



BrahMos Aerospace

An India-Russia Joint Venture

CMM Dept.

RFP No.: BM(H)/CMM/RFP/26-27/2198

RFP Date: 09 July 2026

REQUEST FOR SUBMISSION OF TECHNO-COMMERCIAL & PRICE BID FOR COMPREHENSIVE LEVEL AMC OF MINS ALIGNMENT EQUIPMENT

Dear Sir/ Madam,

1. BrahMos Aerospace Private Limited, hereinafter referred to as **Buyer**, intends to obtain Comprehensive Level AMC of Mins Alignment Equipment, delivered to Services in **Single Tender, Two-Bid system** and seek participation of the procurement process from prospective Bidders subject to requirements of succeeding paragraphs.
2. This RFP is divided into 7 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
PART V	:	Standard Terms & Conditions
PART VI	:	Format of Price Bids
PART VII	:	Compliance Table
3. This RFP is neither an agreement and nor an offer by the Buyer to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Buyer in relation to the Project. This RFP document and any assumptions, assessments and statements made herein do not purport to contain all the information that each Bidder may require. The Bidder shall bear all its costs associated with or relating to the preparation and submission of proposal pursuant to this RFP. Wherever necessary, Buyer reserves the right to amend or supplement the information, assessment or assumptions contained in this RFP. Buyer reserves the right to withdraw the RFP or foreclose the procurement case at any stage. The issuance of this RFP 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 RFP may please be acknowledged.

Thanking you.



FOR BrahMos Aerospace Private Limited

S. Srinivasa Rao
GM (Contracts & Materials Management)

S Srinivasa Rao
General Manager (CMM)
BrahMos Aerospace Pvt.Ltd.
Near DRDL Rear Gate
Kanchanbagh, Hyderabad-500058.

BrahMos Complex, Adj. DRDL Rear Gate
Kanchanbagh P.O., Hyderabad – 500 058

Phone: -91-9975088389 E-Mail: debarshi@brahmos.com



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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) Kind Attn.: Mr. Debarshi Chattaraj Sr Executive Officer (CMM)
Postal address for sending the Bids	BrahMos Aerospace BrahMos Complex Near DRDL Complex Rear Gate Kanchanbagh PO Hyderabad – 500058
Contact Nos. & E-mail	Mobile: 9975088389 Email: debarshi@brahmos.com purchasehyd@brahmos.com

- (b) **LAST DATE AND TIME FOR DEPOSITING 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 latest by **29 July 2026, 1500 Hrs**. The responsibility to ensure this lies with the Bidder. **Early submission of the Bids is acceptable to the Buyer. Bids sent by e-mail will be 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 Techno-Commercial and the Price Bids should be put in two separate envelopes with proper markings and then be put in a single envelope with the following details to be **clearly written** on the envelope:

(i) **TO BE DROPPED IN THE "TENDER BOX" AT THE MAIN GATE**

(ii) **TECHNO-COMMERCIAL & PRICE BIDS FOR "COMPREHENSIVE LEVEL AMC OF MINS ALIGNMENT EQUIPMENT"**

(iii) RFP No.

(iv) Bidder Details

(v) Last Submission Date



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(d) PRE-BID CLARIFICATION:

- (i) Prior to preparation of the Techno-Commercial Bid, clarifications regarding the technical terms & conditions be obtained from **General Manager (Product Support), New Delhi, Ph: 011-42285238/207, ssk@brahmos.com** within 3 working days from the date of RFP.
- (ii) Prior to preparation of the Techno-Commercial Bid and Price Bid, clarifications regarding the commercial terms be obtained from **Sr Executive Officer (CMM), Hyderabad, Mob: 9975088389, debarshi@brahmos.com** within 5 working days from the date 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 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.





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PART-II: SCOPE OF WORK

6. SCOPE OF WORK:

Detailed Scope of Work as per the Document No **BM-PS/SOW/Composite/MINS Alignment Eqpt/2026** enclosed herewith as Enclosure -1.

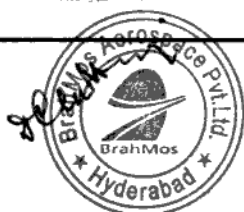
7. DETAILED SPECIFICATIONS:

Detailed specification of each instrument/ equipment covered under Comprehensive Level AMC is specified at Point No 2 of Chapter - '**Main Document**' of Document No **BM-PS/SOW/Composite/MINS Alignment Eqpt/2026** enclosed herewith as Enclosure -1.



PART-III: EVALUATION CRITERIA OF BIDS

8. The Bidder is required to submit detailed Techno-Commercial Bid containing all Terms & Conditions as enumerated at Part II to 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 Techno-Commercial Bid along with the Compliance Statement in the format enclosed at **Part-VII**. Failure to do so may result in rejection of Bid submitted by the Bidder.
9. 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.
10. **EVALUATION OF TECHNO-COMMERCIAL BID:** The Techno-Commercial Bids 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.
11. **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 on request by the Bidders. **Each Price Bid will be evaluated on the basis of complete scope and not individual line-item wise basis.**
 - (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. If there is a discrepancy between words and figures, the amount mentioned in words shall prevail.
12. **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 RFP/Bid document.
 - (b) The financial comparison shall be considered on the basis of FOR destination prices excluding statutory levies, taxes and duties payable on final product.
 - (c) If required, Discounted Cash Flow technique will be used for comparison.



PART-IV: SPECIAL TERMS & CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the 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 the Bid.

13. BANK GUARANTEE / INDEMNITY BOND:

- (a) **Bank Guarantee (BG) for Advance:** A BG from an Indian nationalized bank OR Axis/HDFC/ICICI/Kotak Bank for 110% value of advance amount is to be submitted with the invoice for claiming advance. The BG should be valid till the advance is fully adjusted, plus 03 (Three) months of claim period.
- (b) **Bank Guarantee for Performance:** A BG from an Indian nationalized bank OR Axis/HDFC/ICICI/Kotak Bank for 10% of the P.O value valid up to the entire delivery period plus claim period of 03 (Three) months is to be submitted within 15 days of acceptance of the Supply Order. ***Indemnity Bond may be submitted by the Public Sector Units in lieu of BG.***

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

15. PAYMENT TERMS:

- (a) An advance payment of **10% of the total AMC cost** will be made on signing of contract into AMC against submission of Bank Guarantee by the **SELLER**.
- (b) The **balance 90% payment** of the contract value will be made in 10 half yearly instalments on successful completion of half yearly maintenance period. A certificate of completion of the maintenance tasks for the previous half year will be issued by the user which will accompany the invoice to be submitted by the seller.

16. RECOVERY OF ADVANCE CLAUSE: In case of short closure / delayed delivery of the order or any item of the order due to reasons attributable to the Supplier, except the reasons other than Force Majeure, the Buyer shall have the right to recover the proportionate amount of advance paid with interest @ 12% per annum, applicable from the date of payment of such advance to the Supplier.

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





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18. **TERMS OF DELIVERY:** The delivery terms will be as per Point No 11 of Chapter - '**SCOPE OF WORK FOR COMPREHENSIVE MAINTENANCE CONTRACT**' of Document No **BM-PS/SOW/Composite/MINS Alignment Eqpt/2026** enclosed herewith as Enclosure -1
19. **PACKING AND MARKING INSTRUCTIONS:** As per Point No 11 of Chapter - '**SCOPE OF WORK FOR COMPREHENSIVE MAINTENANCE CONTRACT**' of Document No **BM-PS/SOW/Composite/MINS Alignment Eqpt/2026** enclosed herewith as Enclosure -1.
20. **INSPECTION CLAUSE:** As per Point No 14 of Chapter - '**SCOPE OF WORK FOR COMPREHENSIVE MAINTENANCE CONTRACT**' of Document No **BM-PS/SOW/Composite/MINS Alignment Eqpt/2026** enclosed herewith as Enclosure -1.
21. **WARRANTY:** As per Point No 15 of Chapter - '**SCOPE OF WORK FOR COMPREHENSIVE MAINTENANCE CONTRACT**' of Document No **BM-PS/SOW/Composite/MINS Alignment Eqpt/2026** enclosed herewith as Enclosure -1.
22. **PROGRESS REVIEW COMMITTEE (PRC):** As per Point No 13 of Chapter - '**SCOPE OF WORK FOR COMPREHENSIVE MAINTENANCE CONTRACT**' of Document No **BM-PS/SOW/Composite/MINS Alignment Eqpt/2026** enclosed herewith as Enclosure -1.
23. **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.
24. **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.





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PART-V: STANDARD TERMS & CONDITIONS

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.

- 25. EFFECTIVE DATE OF THE CONTRACT:** In case of placement of a supply order, the date of the Supply Order would be deemed as the effective date. The performance of the Supply Order shall commence from the Effective Date.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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,



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imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

- 30. ACCESS TO BOOKS OF ACCOUNTS:** In case it is found to the satisfaction of the Buyer that the Bidder/ Seller has violated the provisions of use of undue influence and/ or employment of agent to obtain the Contract, the Bidder/ Seller, on a specific request of the Buyer, shall provide necessary information/ inspection to the relevant financial documents/ information/ Books of Accounts.
- 31. 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.
- 32. 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.
- 33. 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.



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- 34. LIQUIDATED DAMAGES:** As per Point No 19 of Chapter - '**SCOPE OF WORK FOR COMPREHENSIVE MAINTENANCE CONTRACT**' of Document No **BM-PS/SOW/Composite/MINS Alignment Eqpt/2026** enclosed herewith as Enclosure -1.
- 35. 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 29 (Use of Undue Influence) and/or Para 31 (Employment of Agent) above to obtain the Contract.
 - (e) As per decision of the Arbitration Tribunal.
- 36. 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 e-mail, addressed to the last known address of the party to whom it is sent.
- 37. 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.
- 38. 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.
- 39. 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 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.
- 40. 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.
- 41. 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.
- 42. 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 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 Seller shall be released by the Buyer only after it appears in the Buyer's GST Input Credit Register of GSTIN Online Portal.
- 43. 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



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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.

- 44. 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.
- 45. DOCUMENTS TO BE FURNISHED FOR CLAIMING PAYMENT:** 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 Guarantees, as applicable.
 - (c) 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).
 - (d) Copy of the Supply Order and amendments thereon, if any.
 - (e) Certificate of Completion of the maintenance tasks issued by the Buyer.
 - (f) Any other document/ certificate that may be provided for in the Contract.
- 46. 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.
- 47. 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.



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- (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.
- 48. FALL CLAUSE:** The prices charged for the stores supplied under the agreement by the Seller shall in no event exceed the lowest price at which the Seller 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 Seller 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.
- 49. INCOTERMS FOR DELIVERY AND TRANSPORTATION (FOR FOREIGN BIDDERS ONLY):** NOT APPLICABLE
- 50. 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.





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- 51. ACCESS TO CLASSIFIED DOCUMENTS/ SYSTEMS:** The Seller will be allowed to access pertinent classified details/documentation in the interest of execution of task. Association of the Seller 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 Seller 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.
- 52. RETURN OF DOCUMENTS:** Documents, specifications, drawings, CD in encrypted format issued to Seller or prepared by them 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 in by the Buyer would be furnished by the Project Team. Any loss or damage to these documents shall be recovered from the Seller.
- 53. 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.
- 54. 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)/Seller(s)/technology partner(s) are not Suspended or Debarred by Ministry of Defence. In case the sub-contractor(s)/Seller(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)/ Seller(s)/ technology partner(s) in the procurement case. Subsequent to submission of bids if any sub-contractor(s)/Seller(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)/ Seller(s)/ technology partner(s) within two weeks of such order being made public.
- 55. 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.
- 56. 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.
- 57. RECORD OF QUALITY RELATED DOCUMENTS:** To be maintained for a minimum period of 15 yrs.



BrahMos Complex, Adj. DRDL Rear Gate
Kanchanbagh P.O., Hyderabad – 500 058

Phone: -91-9975088389 E-Mail: debarshi@brahmos.com

CMM Dept.

PART-VI: FORMAT FOR PRICE BID

Sl. No.	Description	Qty.	Unit Cost	Total Cost	HSN	Rate of GST	Total Cost (incl. GST)	Remarks
A	Theodolite T1800 at Ambala	04						
B	Theodolite T1800 at Kapurthala	03						
C	Theodolite T1800 at Jodhpur	03						
D	Theodolite TS10T at Narangi	04						
E	Theodolite TS11T at Leh, Karu	04						
F	Theodolite TS10T at Kapurthala	01						
G	Theodolite TS10T at Jodhpur	01						
H	GPS 1230+ Series at Kapurthala	02						
I	GPS 1230+ Series at Jodhpur	01						
J	GPS 1230+ Series at Naragi	02						
K	GPS GS10 at Ambala	02						
L	GPS GS10 at Jodhpur	01						
M	GPS GS10 at Leh, Karu	02						
	Total Cost							

*** Bidder shall provide line item-wise costs as per the complete scope of work listed at Para 7 above.**

**** Bidder shall provide detailed breakup of Man-day Requirement, Man-day Cost, list of Spares considered for AMC with cost as applicable.**

***** The details of the Man-day requirement and list of Spares considered for AMC shall be included in the Techno-Commercial Bid and the respective costs shall be included as an Annexure to the Price Bid.**



BrahMos Complex, Adj. DRDL Rear Gate
Kanchanbagh P.O., Hyderabad – 500 058

Phone: -91-9975088389 **E-Mail:** debarshi@brahmos.com



BrahMos Aerospace

An India-Russia Joint Venture

CMM Dept.

BrahMos Complex, Adj. DRDL Rear Gate
Kanchanbagh P.O., Hyderabad – 500 058

Phone: -91-9975088389 **E-Mail:** debarshi@brahmos.com

PART-VII: COMPLIANCE STATEMENT

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



S Srinivasa Rao
General Manager (CMM)
BrahMos Aerospace Pvt. Ltd.
Near DRDL Rear Gate
Kanchanbagh, Hyderabad-500058.

Document No : BM-PS/SOW/Composite/MINS Alignment Eqpt/2026



**SCOPE OF WORK (SOW) FOR COMPREHENSIVE AMC CONTRACT OF MINS ALIGNMENT
EQUIPMENT FOR SERVICES**

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06 Apr 2026

**BRAHMOS AEROSPACE
NEW DELHI**



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INTRODUCTION / BRIEF DESCRIPTION OF THE CASE

1. Repair/ Maintenance/ Calibration of MINS alignment equipment supplied to Indian Army and Indian Air Force will be undertaken by the supplier as per terms and conditions described in succeeding part of this document.
2. Five years comprehensive AMC will be provided by the Seller for Theodolite TS11T, T1800, TS10T, GPS GS10 & GPS 1230+ series. Consumables like, battery, memory card, tripod etc. will also be provided by SELLER within scope of comprehensive AMC.
3. CAMC will have price break up for individual instrument and payment will be made against successful completion of services against each instrument.
4. Terms & conditions and procedures to be followed during the execution of CAMC is described in succeeding part of this document.
5. All other terms and conditions will be finalized during formulization of contract.



MAIN DOCUMENT

1. Under mentioned list of equipment are held with Indian Army 1st, 2nd, 3rd and 4th Regt and Indian Airforce: -

S No	Regt/ Unit	Theodolite T1800	Theodolite TS11T	Theodolite TS10T	GPS 1230+ Series	GPS GS10	CAMC End Date
(a)	Ambala	4	-	-	-	2	04 Sep 2029
(b)	Kapurthala	3	-	1	2	-	08 Mar 2031
(c)	Jodhpur	3	-	1	1	1	29 Jun 2030
(d)	Narangji	-	-	4	2	-	
(e)	Leh (Karu)	-	4	-	-	2	18 Feb 2030
Total		13	4	3	5	5	

2. Specifications of each instrument/ equipment are as under :-

Ambala		
Instrument	Specifications	Model and Serial Number
GPS	Satellite Channels-1698 Channels (Rover Receivers), 1598 Channels (Base Receiver) Band- Multi Frequency Band or Channels Receivers, Radio Watt-2 Watt, Tilt Correction or IMU- IMU Tilt Correction (Calibration Free) up to 60° angle, Global Constellations (GNSS)- GLONASS, BDS, Galileo, SBAS, IRNSS, QZSS, MSS L-Band, Data Cable- LEMO Cable, Controller- Android 12 upgradable to 15, 4GB Internal Memory, 64GB ROM, 6" Inch Touch Screen Colour Display, with Full Quartey Keypad, -20°C to +55°C, IP67, 1.5m Drop Test, 7700mAh Battery Backup up-to 20hrs, Back Camera 13mp with Flash Light, 2 Nano Sim Card, Micro SD Card Slot Expendable up-to 256GB, Type-C Charging and Data Port, USB 3.0 Support (OTG), Bluetooth 5.0, NFC, Wi-Fi, etc. Can Install any third-party software, no restrictions	Set 1 (GS-10)-Procurement under progress. Set 2 (GS-10) Sr No 3231088, AS-11 sl. no. 4401466, Disto Field Controller sl no 2486478
Theodolites	Magnification-30x, Compensator-Dual Axis, Field of View-01 Deg 30 Min, Distance Accuracy 1.5 mm (in Traverse Closing closing), Angular Accuracy-2 min, Least Count-1 min, Internal Memory-1,20,000 points & Operating Temperature -20 deg to +50 deg.	Set 1(T1800) SI no. 426802 with DL3 Set 2(T1800) SI no. 426803 with DL3 Set 3(T1800) SI no. 426642 with DL3 Set 4(T1800) SI no. 426649 with DL3
Kapurthala		
	Satellite Channels-1698 Channels (Rover Receivers), 1598 Channels (Base Receiver) Band- Multi Frequency Band or Channels Receivers,	Set 1(GX1230 GG, GPS RTK Receiver Glonass opt SI. No. 470909, RX1210T SI no. 118232, system 1200 controller-



	Radio Watt-2 Watt, Tilt Correction or IMU- IMU Tilt Correction (Calibration Free) up to 60° angle, Global Constellations (GNSS)- GLONASS, BDS, Galileo, SBAS, IRNSS, QZSS, MSS L-Band, Data Cable- LEMO Cable, Controller- Android 12 upgradable to 15, 4GB Internal Memory, 64GB ROM, 6" Inch Touch Screen Colour Display, with Full Quartey Keypad, -20°C to +55°C, IP67, 1.5m Drop Test, 7700mAh Battery Backup up-to 20hrs, Back Camera 13mp with Flash Light, 2 Nano Sim Card, Micro SD Card Slot Expendable up-to 256GB, Type-C Charging and Data Port, USB 3.0 Support (OTG), Bluetooth 5.0, NFC, Wi-Fi, etc. Can Install any third-party software, no restrictions.	NLA, AX1202 GG GPS/Glonass antenna SI No. 8160027) Set 2 (GX1230 GG, GPS RTK Receiver Glonass opt SI. No. 470911, RX1210T SI no. 118184, system 1200 controller- NLA, AX1202 GG GPS/Glonass antenna
Theodolites	Magnification-30x, Compensator-Dual Axis, Field of View-01 Deg 30 Min, Distance Accuracy 1.5 mm (in Traverse Closing closing), Angular Accuracy-2 min, Least Count-1 min, Internal Memory-1,20,000 points & Operating Temperature -20 deg to +50 deg	Set 1 (T1800) SI no. 426274 with DL3 99678 Set 2 (T1800) SI no. 426280 with DL3 99666 Set 3 (T1800) SI no. 426282 with DL3 99664 Set 4 (TS10T) SI no. 3339932 with existing DL3 99674
Jodhpur		
GPS	Satellite Channels-1698 Channels (Rover Receivers), 1598 Channels (Base Receiver) Band- Multi Frequency Band or Channels Receivers, Radio Watt-2 Watt, Tilt Correction or IMU- IMU Tilt Correction (Calibration Free) up to 60° angle, Global Constellations (GNSS)- GLONASS, BDS, Galileo, SBAS, IRNSS, QZSS, MSS L-Band, Data Cable- LEMO Cable, Controller- Android 12 upgradable to 15, 4GB Internal Memory, 64GB ROM, 6" Inch Touch Screen Colour Display, with Full Quartey Keypad, -20°C to +55°C, IP67, 1.5m Drop Test, 7700mAh Battery Backup up-to 20hrs, Back Camera 13mp with Flash Light, 2 Nano Sim Card, Micro SD Card Slot Expendable up-to 256GB, Type-C Charging and Data Port, USB 3.0 Support (OTG), Bluetooth 5.0, NFC, Wi-Fi, etc. Can Install any third-party software, no restrictions.	Set 1 (GX1203+GNSS sl. no. 481914, RX1210T sl. no. 122504, AX1203+GNSS GPS sl. no. 9490056 Set 2 (GS-10) Sr No 3231085, AS-11 sl. no. 4401171, Disto Field Controller sl no 2486479
Theodolites	Magnification-30x, Compensator-Dual Axis, Field of View-01 Deg 30 Min, Distance Accuracy 1.5 mm (in Traverse Closing closing), Angular Accuracy-2 min, Least Count-1 min, Internal Memory-1,20,000 points & Operating Temperature -20 deg to +50 deg	Set 1 (TS10T) SI no. 3339931 with existing DL3 Set 2 (T1800) SI no. 426650 with DL3 Set 2 (T1800) SI no. 426645 with DL3 Set 3 (T1800) SI no. 426636 with DL3



Naranggi

GPS	Satellite Channels-1698 Channels (Rover Receivers), 1598 Channels (Base Receiver) Band- Multi Frequency Band or Channels Receivers, Radio Watt-2 Watt, Tilt Correction or IMU- IMU Tilt Correction (Calibration Free) up to 60° angle, Global Constellations (GNSS)- GLONASS, BDS, Galileo, SBAS, IRNSS, QZSS, MSS L-Band, Data Cable- LEMO Cable, Controller- Android 12 upgradable to 15, 4GB Internal Memory, 64GB ROM, 6" Inch Touch Screen Colour Display, with Full Quartey Keypad, -20°C to +55°C, IP67, 1.5m Drop Test, 7700mAh Battery Backup up-to 20hrs, Back Camera 13mp with Flash Light, 2 Nano Sim Card, Micro SD Card Slot Expendable up-to 256GB, Type-C Charging and Data Port, USB 3.0 Support (OTG), Bluetooth 5.0, NFC, Wi-Fi, etc. Can Install any third-party software, no restrictions	Set 1 (GX1203+ GNSS, RTK Receiver sl. no. 481937, RX1210T SI no. 122503, AX1203+GNSS, GPS SL No. 9490058) Set 2 (GX1203+GNSS sl. no. 481924, RX1210T sl. no. 122447, AX1203+GNSS GPS sl. no. 9490039)
Theodolites	Magnification-30x, Compensator-Dual Axis, Field of View-01 Deg 30 Min, Distance Accuracy 1.5 mm (in Traverse Closing closing), Angular Accuracy-2 min, Least Count-1 min, Internal Memory-1,20,000 points & Operating Temperature -20 deg to +50 deg	Set 1 (T1800) SI no. 426643 with DL3 Set 2 (T1800) SI no. 426804 with DL3 Set 3 (T1800) SI no. 426805 with DL3 Set 4 (TS10T) SI no. 3362161 with existing DL3

Leh (Karu)

GPS	Satellite Channels-1698 Channels (Rover Receivers), 1598 Channels (Base Receiver) Band- Multi Frequency Band or Channels Receivers, Radio Watt-2 Watt, Tilt Correction or IMU- IMU Tilt Correction (Calibration Free) up to 60° angle, Global Constellations (GNSS)- GLONASS, BDS, Galileo, SBAS, IRNSS, QZSS, MSS L-Band, Data Cable- LEMO Cable, Controller- Android 12 upgradable to 15, 4GB Internal Memory, 64GB ROM, 6" Inch Touch Screen Colour Display, with Full Quartey Keypad, -20°C to +55°C, IP67, 1.5m Drop Test, 7700mAh Battery Backup up-to 20hrs, Back Camera 13mp with Flash Light, 2 Nano Sim Card, Micro SD Card Slot Expendable up-to 256GB, Type-C Charging and Data Port, USB 3.0 Support (OTG), Bluetooth 5.0, NFC, Wi-Fi, etc. Can Install any third-party software, no restrictions.	Set 1 (GX10 3230910, CS20 LTE Disto Field Controller sl. no. 2482506, AS11 antenna Sr No 4400361) Set 2 (GX10 3230911, CS20 LTE Disto Field Controller sl. no. 2482526, AS11 antenna Sr No 4400362)
Theodolites	Magnification-30x, Compensator-Dual Axis, Field of View-01 Deg 30 Min, Distance Accuracy 1.5 mm (in Traverse Closing closing), Angular Accuracy-2 min, Least Count-1 min, Internal Memory-1,20,000 points & Operating Temperature -20 deg to +50 deg.	Set 1 (TS11T) SI no. 1675267 with DL3 Set 2 (TS11T) SI no. 1675268 with DL3 Set 3 (TS11T) SI no. 1675261 with DL3 Set 4 (TS11T) SI no. 1675265 with DL3



SCOPE OF WORK FOR COMPREHENSIVE MAINTENANCE CONTRACT

1. The scope of work of the Seller will be to provide comprehensive level maintenance for MINS alignment equipment delivered to the Indian Army and Airforce at 5 (Five) locations Kapurthala, Jodhpur, Guwahati, Leh and Ambala. Locations provided might be changed within India in accordance to user's requirement and information of the same will be provided on time to time. The seller will utilize their own SMTs/ STEs/ Tools for providing such services. The SMT/ STEs supplied with the equipment may be utilized subject to their availability. All consumables required for carrying out maintenance/ repair of the equipment will be provided by BAPL/ end user to the Seller.
2. All the systems mentioned in main Document will be covered under the Comprehensive Maintenance Contract including consumables required for carrying out maintenance/ repair of the equipment (i.e. battery, tripod, cables, connectors etc) will be provided by the Seller within CAMC. Genuine software upgradation and subscription (as and when required) will be provisioned by SELLER within scope of AMC.

Terms and Conditions/ Procedures to be Followed

3. A **Service Support Manager (SSM)/ Team** should be positioned at the SELLER's Office and teams comprising of technical personnel positioned at SELLER's office within 30 days of signing this contract in order to ensure preventive and corrective measures as per the scope of work under Comprehensive AMC, during the entire period of the contract. The SSM shall be the single point of contact for all queries related to the equipment/ system. Throughout the CAMC period, the SSM shall be responsible to BUYER for conducting/ coordinating the following activities which are designated as the SELLER's responsibilities
4. **Service and calibration** Service and calibration of all instruments mentioned in **Main Document** to be carried out annually/ as per defined periodicity at SELLER's lab. Calibration of instruments purchased by BUYER during the course of CAMC will also be carried out by SELLER. Any defect reported prior or during calibration at Sellers's office, the same shall be rectified within stipulated time of **21 Calendar Days** (Including transportation time). Records of such maintenance will be submitted by the SELLER during processing of CoC of the period. No payment will be released for such lapse of calibration during the period. Post Calibration, the equipment along with the Calibration Certificates needs to be delivered to BAPL/ User's site within 21 calendar days (Including transport time).
5. **Breakdown Maintenance.** The BUYER shall intimate the seller's office by mail/fax/written intimation, the details of defect of the equipment/subsystem/Line Replaceable Units (LRUs)/Shop Replaceable Units (SRUs) as and when such failures occur. Visit of specialist technician for breakdown maintenance for analysis/ identification and rectification of faults. The number of visits shall not be restricted for breakdown maintenance. If the defect cannot be rectified at on-site, the defective LRUs/SRUs shall be picked up by the seller's representative/ seller designated courier from User's location mentioned in above Para and shall render a certificate on receipt of serviceable/ defective LRUs/SRUs.
6. Details of courier personnel has to be shared by SELLER prior schedule pick up. An authority letter will be issued by BUYER and the same shall be carried by seller's representative/seller designated courier during pick-up. Transit insurance must be borne by SELLER.

7. **Perform investigations, when so requested, of events which occurred on user's sites:**



(a) Upon BAPL's request, the SELLER will perform investigation of events/ equipment which occurred at the User's designated sites on mutually agreed terms and condition. The SELLER shall depute its experts on these investigations as part of the inquiry team or as experts based on BAPL's request.

(b) On completion of the investigation, the SELLER will provide a detailed report as desired by BAPL on all the issues and its recommendations, if needed by BAPL.

8. Implementation of necessary improvements/ upgradation and modifications under the scope of Comprehensive AMC:-

(a) The SELLER will carry out system improvements on the existing configuration by way of system upgrades and modifications of all system/equipment, either on its own or on BAPL's request within the scope of comprehensive AMC.

(b) The SELLER will perform the design and preparation work according to its standardized and highly effective procedures of approving the changes, producing the required hardware, delivering the hardware to BAPL/User's location and sending technical teams to perform the modifications.

(c) The SELLER will be responsible for the software changes/ upgrades for all system/equipment. The SELLER shall also undertake necessary improvements and upgrades of the test equipment/ facility of the User if necessitated due to change in configuration of the system.

(d) Such upgradation/ modifications have to be approved by BAPL's nominated quality agency (QA) at SELLER's arrangement.

9. Render technical assistance/ replacement and timely advice with regard to future obsolescence of the systems/ equipment: -

(a) Prior to a specific item becoming obsolete, the SELLER will constantly research and implement better performing components and identify replacement parts in case an item becomes obsolete.

(b) The SELLER shall be responsible to test, integrate and to approve any alternatives for system components suggested by the SELLER/ its Sub-contractors and to provide BAPL a replacement proposal. In case, BAPL does not approve the proposal, the SELLER shall continue to provide maintenance for the existing system.

10. Provision consumables required to perform maintenance on cost basis when consumables are not available in BAPL/ User's inventory. The SELLER will make provision/ provide consumables required to perform any additional maintenance that may be required within **30 working days** free of cost under CAMC.

11. Transportation/ delivery (provision for door step collection of unserviceable systems/ equipment/ LRUs/SRUs and its door step delivery after repair): All unserviceable items should be picked up from the BAPL/ User's designated location and serviceable items should be delivered back to the respective location. All packaging/freight/transportation/shipping, handling charges/ insurance and other charges like duties, toll etc. to and from all locations in India in transit shall be borne by the SELLER. The date of delivery at BAPL/User's site, mentioned in the handing over/taking over certificate, shall be considered as the date of delivery. Any defect/ damage arises during transportation of instruments will be borne by SELLER.



12. **Provide maintenance/ repair/ rectification based on repair/ purchase order of faulty system/ LRUs/ SRUs due to accident, combat damage or fault arising due to non-accomplishment of instructions given in manufacturer's operation and maintenance manual.**

(a) The SELLER shall undertake the maintenance/repair/rectification of faulty system/LRU/SRU which is necessitated due to any of the following reasons on mutually agreed terms and cost:

- (i) Operation or maintenance of equipment contrary to manufacturer's operation and maintenance manuals (to be mutually agreed).
- (ii) Accident.
- (iii) Combat damage.

(b) Upon receipt of intimation of maintenance/repair/rectification of item mentioned above together with a legible report in English which shall include all necessary details as required by the SELLER, the SELLER shall perform an analysis, on site or at its own premises as mutually agreed.

(c) The SELLER shall perform the repair of the failed item upon receipt of repair order from BAPL, and thereafter shall deliver the serviceable item at BAPL/User's designated location.

13. **Product Support Review meetings.** The SELLER shall attend an on-site product support review meeting every **six (06) months** either at Delhi or at points of contact mutually agreed by both the parties. The meeting shall serve to address outstanding issues/problems and review the course of action for improvement of the service period.

14. **Inspection.** The repairable shall be inspected as per the laid down specifications, basically to ensure the items are form, fit to function. The SELLER shall initiate joint storage inspection by its specialist technical team in the presence of BAPL/ User representative. BAPL shall furnish a joint rectification certificate that repairable conform to the specifications. Certificates issued by BAPL/ User shall be produces during claim of payment.

15. **Warranty.** The item/repairable once repaired shall carry a warranty of **12 months** from the date of receipt of the repaired/ replaced items/ repairable by the user unit.

16. **Provide Refresher Training.** In order to verify that BUYER personnel remain fully proficient, refresher training for a period of 02 working days will be provided by SELLER in every six months at each location. SELLER will also provide all the training material in soft and hard copies to BUYER for all refresher training courses undertaken. Necessary training infrastructure will be provided by BUYER at User site. Training Certificate to be produces along with CoC and payment will be released on producing all requisite documents.

17. **Documents.** Proper documents will be provided by SELLER for any upgradation / modification carried out during the period of CAMC.

18. **Rogue Equipment.** In case a frequent failure of an individual deliverable for more than three times in a period of six months, it will be declared as '**ROGUE EQUIPMENT**' and the SELLER will replace the same with new one within **30 days** after declaring '**ROGUE**'. The replaced deliverables will be covered in CAMC.

19. **Liquidation Damage** Calculation of % serviceability and payment matrix to be prepared as per format placed at **Annexure-I**. Terms and condition of payment if the overall serviceability figures for the year drops below 90%, then payment will be made as follows.



(a)	Up to 90%	No deduction in payment
(b)	Less than 90% but not less than 75%	10% deduction from the amount payable for the item for the year, on pro rata basis
(c)	Below 75%	Nil payment for the item for the year.

Annexure-I

(Ref Para 19 to SOW of
RFP No -----)

**CALCULATION OF % SERVICEABILITY & PAYMENT MATRIX FOR EQUIPMENT
UNDER COMPREHENSIVE AND COMPONENT AMC**

1. **Main Equipment Serviceability:** The percentage of serviceability is linked to each equipment downtime on yearly basis. The overall status of each equipment in AMC shall be considered for payment. The same is numerically defined below:-

$$\% \text{ Serviceability} = 1 - \text{TD}/365 \times 100$$

TD - Total Downtime

S No	Description	Log Off date	Log On date	Total down (TD) time days	Permissible days	% Serviceability	AMC Cost	LD Amount	Amount payable
1	TS11T not sw ON	10-01-25	10-03-25	59	54	83.8	50,00,000	5,00,000	45,00,000
Total									

2. **Performance Based Payment Chart:-**

(i)	Up to 90%	No deduction in payment
(ii)	Less than 90% but not less than 75%	10% deduction from the amount payable for the item for the year, on prorata basis
(iii)	Below 75%	Nil payment for the item for the year.

Note:

- (a) Log Off/Log On date will be the date of un-serviceability and Date on which the equipment/ items become serviceable.



(b) **Salient points to be considered during the calculation of the serviceability criteria:** The equipment downtime calculation will be based on serviceability/un-serviceability criteria. Downtime days shall not start if:

- (i) Equipment is not available for repair due to operational utilization, visits, unit's internal commitments, national/local holidays and non-deploy ability conditions beyond the control of the seller.
- (ii) Any delay in security clearance to seller's representative/equipment required to undertake repair after submission of requisite documents.
- (iii) Any disruption in the work due to BAPL/User's limitation of working hours.

