



BrahMos Aerospace Private Limited

An India-Russia Joint Venture

RFP No.: BM/RFP/OTE/Gift Model/26-27/01

RFP Date: 17 July 2026

REQUEST FOR SUBMISSION OF TECHNO-COMMERCIAL & PRICE BID FOR PROCUREMENT OF GIFT MODELS OF BRAHMOS MISSILE

Dear Sir/ Madam,

1. BrahMos Aerospace Private Limited, hereinafter referred to as **Buyer**, intends to procure **GIFT MODELS OF BRAHMOS MISSILE** 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 for the Bidders
PART II	:	Scope of Work
PART III	:	Evaluation Criteria of Bids
PART IV	:	Special Terms & Conditions of RFP
PART V	:	Standard Terms & Conditions of RFP
PART VI	:	Format for Price Bids
PART VII	:	Compliance Statement
3. This RFP is neither an agreement and nor an offer by 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

(Authorized Signatory)

Regd. Office : 16, Cariappa Marg,
Kirby Place, Delhi Cantt.,
New Delhi - 1100 10 INDIA
CIN-U74899DL1995PTC074334
Phone : 91-11-42285000



Hyderabad Office : Brahmos Complex, (Near DRDL Complex
Rear Gate), Kanchanbagh, P.O. Hyderabad-500058, INDIA
Phone : 91-040-24087018, 24087044
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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:	Mr. Abhishek Panigrahi, Addl. GM(Commercial)
Postal address for sending the Bids	BrahMos Aerospace Pvt Ltd. 16 Cariappa Marg, Kirby Place, Delhi Cantt – 110010, New Delhi, India
Contact Nos. & E-mail	011-42285103 contracts@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 **7th Aug 2026 (1100HRS)**. 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 Techno-Commercial and the Price Bids should be put in two separate envelopes and then be put in a single envelope with the '**Bidder Details, RFP No., Last Submission Date**' pasted on top. Bids forwarded by the Bidder shall also include the following documents along with the technical bid, failing which, bids are liable to be rejected: -

- (i) Confirmation of their acceptance of the Standard Terms & Conditions of the RFP mentioned below (refer part-VII).
- (ii) An unconditional acceptance of all tender terms and conditions of RFP as per Appendix –A to be submitted by BIDDER.
- (iii) **Experience Certificate.** The firm must have supplied similar gift models to Public / Private sector. The firm must submit the certificates from the procurement agencies.
- (iv) **UDYOG Aadhar No. for MSME.** UDYAM Certificate printed on or after 01 April 2024 to be clearly indicated along with supporting documents for MSME/SME (i.e MSME/SME registration certificate) should be uploaded along with the tender.
- (v) Ministry of MSME have clarified that all Central Ministries/Departments/Central Public Sector Undertakings may relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises in all public procurements subject to meeting of quality and technical specifications. Exceptions for MSMEs/ SMEs can be accepted only if the MSME/SME is registered with tendered items and the validity of their registration as MSMEs should not be expired till opening of Tech Bid.
- (vi) If the tenderer/bidder is a registered firm or a company under Company Act, such tenderer/ bidder must submit a **certified true copy of the registration deed** along with the tender. When a tender is submitted by a firm, all the partners of the firm shall be required to sign the tender else power of attorney in favour of the signatory is required to be submitted along with the tender. A copy of partnership deed will also be submitted along with the tender. (duly attested by Notary).



- (vii) **PAN Card Number** along with clear and legible photocopy (Self attested). (refer Appendix-B).
- (viii) Photocopy of **GST registration certificate** clearly specifying the name of the firm/proprietor and GST registration number. Self-attested. (refer Appendix-B).
- (ix) The bidder should submit **Income Tax Return** of last three years. In case of exemption of ITR. The scanned copy of document in support of exemption will have to be uploaded by the bidder along with technical bid, failing which tender is liable to be rejected (Self attested).
- (x) A **latest Power of Attorney** in original (not more than two years old) under oath by Oath Commissioner/First Class Magistrate or equivalent (if the tender is not signed by the actual tenderer or the tender is submitted on behalf of a firm) and signature (s) of the signatory (ies) in the tender duly attested by a Class – I Gazetted Officer or Class-I Magistrate/Notary.
- (xi) All bidders are required to submit **Non-Blacklisting certificate** as per Appendix 'C' attached with the RFP along with technical bid documents. (Self Attested)
- (xii) Other relevant documents, which the Bidder wishes to submit.

(d) PRE-BID CLARIFICATION:

- (i) Prior to preparation of the Techno-Commercial Bid, clarifications regarding the technical terms & conditions be obtained from the **Mr. Mukesh Kumar Karanwal, DGM(MP&E) BAPL, Delhi. Contact No. 011-42285145, e-mail: mukeshkaranwal@brahmos.com)** within 10 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 **(Mr. Abhishek Panigrahi, Addl. GM (Commercial), BAPL, Delhi. Contact No. 011-42285103/148, e-mail: contracts@brahmos.com)** within 10 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 without giving any prior notice / intimation.

- (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. The list of deliverables is as follows:-

SI No.	Particulars	Qty
(a)	1:35 Scaled Model of BRAHMOS Missile (Inclined Table Top Model)	100 Nos
(b)	1:17 Scaled Model of BRAHMOS Missile (Inclined Table Top Model)	100 Nos
(c)	1:35 Scaled Model of BRAHMOS Missile (Vertical Table Top Model)	200 Nos

Note :

- (a) Detail of dimensions and material of Models is mentioned at Enclosure – I.
 - (b) Further technical details, if required, can be obtained by the Bidders through Pre-Bid clarification.
7. **Delivery of Items:** 03 Months from placement of Purchase Order. Early and Part delivery is acceptable.



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, 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 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.
- 10. EVALUATION OF TECHNO-COMMERCIAL BID:** The Techno-Commercial Bid forwarded by the Bidders will be evaluated by a Techno-Commercial Evaluation Committee (TCEC) to confirm that the items being offered meet the requirement. The TCEC will examine the extent of variations/differences, if any, in the technical characteristics of the items offered by Bidder. The Bidder, if required, may also be called for the TCEC meeting for clarification on the Techno-Commercial Bid submitted by them.
- 11. EVALUATION OF PRICE BID:**
 - (a)** The Price Bids will be opened and evaluated; post clearance of technical bid has been cleared by TCEC. The unopened Price Bid will be returned back to the Bidder by the Buyer on request by the Bidders. The 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.
 - (c)** If there is a discrepancy between words and figures, the amount mentioned in words shall prevail.



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.

- 12. EARNEST MONEY DEPOSIT (EMD):** Not Applicable
- 13. APPORTIONMENT OF QUANTITY:** Not applicable.
- 14. BANK GUARANTEE:** Not Applicable
 - (a) Bank Guarantee (BG) for Advance:** Not Applicable
 - (b) Bank Guarantee for Performance:** Not Applicable
- 15. OPTION CLAUSE:** Not Applicable .
- 16. REPEAT ORDER CLAUSE:** The Contract will have a Repeat Order Clause, wherein the Buyer can order for additional quantity up to a maximum of up to 100%, of the originally contracted quantity of the original contracted quantity under the Contract within twelve months from the date of successful supply/successful completion of this contract. The Repeat Order will have rates on not exceeding basis (excluding taxes and duties) while the terms and conditions will remain unchanged. It will be entirely the discretion of the Buyer to exercise the Repeat order or not.
- 17. TOLERANCE CLAUSE:** Not Applicable.
- 18. INTELLECTUAL PROPERTY RIGHT (IPR):** Not Applicable.
- 19. PURCHASE PREFERENCE CLAUSE:** Not Applicable.
- 20. TRANSFER OF TECHNOLOGY (TOT):** Not Applicable
- 21. 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 15 days from the completion of the activity/ supply.
- 22. PAYMENT TERMS:** 100% of the order value plus applicable GST will be paid only after satisfactory delivery/completion of work dully certified by BAPL rep based on acceptance by BAPL End User & submission of Invoice in Original.
- 23. RECOVERY OF ADVANCE CLAUSE:.** Not Applicable
- 24. INVOICE PREPARATION:** All original documents for payments including invoices are to be raised on and submitted to the Buyer's location at **BAPL, New Delhi**. GSTIN No. for the unit is **07AABCR8269E2Z6** and the same shall be mentioned in all invoices as applicable.
- 25. EXCHANGE RATE VARIATION CLAUSE:** Not Applicable
- 26. INDIGENOUS CONTENT:** Not Applicable



- 27. PRICE BENCHMARKING CLAUSE:** Not Applicable
- 28. BUY-BACK:** Not Applicable
- 29. FREE ISSUE MATERIAL:** Not Applicable.
- 30. TERMS OF DELIVERY:** FOR BAPL New Delhi
- 31. TRANSPORTATION & TRANSIT INSURANCE:** The equipment(s) / material(s) will be packed, 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.
- 32. PACKING AND MARKING INSTRUCTIONS:** The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling.
- 33. QUALITY & INSPECTION CLAUSE:**
- (a) **QUALITY:** The quality of the items shall correspond to the details mentioned at Enclosure-I to the RFP.
- (b) **INSPECTION & ACCEPTANCE:**
- BY INSPECTION AGENCY:** Inspection at acceptance stage will be carried out under the **representative nominated by Buyer**. The Buyer will constitute an acceptance team to accept the delivery of all items under this order as and when the items are ready. Post acceptance, Certificate of Acceptance / Certificate of Completion to that effect will be issued by the Buyer to the Seller for payment claim. In case of any shortcoming, defect, non-conformance with the technical specifications or deficiencies in the items supplied, a defect report shall be raised on the spot and handed over to the Seller for making good the deficiencies or replace the defective item(s) within a mutually agreed period without prejudice to the warranty period.
- 34. WARRANTY:** As per OEM Warranty Card / 1 Year from acceptance of Stores at BAPL (Whichever is Later).
- 35. PRODUCT SUPPORT:** Not Applicable.
- 36. ANNUAL MAINTENANCE CONTRACT (AMC):** Not Applicable
- 37. TECHNICAL DOCUMENTATION:** Not Applicable.
- 38. TRAINING OF MANPOWER:.** Not Applicable
- 39. SUPPORT DURING JOINT RECEIPT INSPECTION (JRI):** Not Applicable
- 40. PROGRESS REVIEW COMMITTEE (PRC):** Not Applicable
- 41. MODIFICATIONS (CHANGE IN SCOPE OF WORK), IF ANY:**



- (a) Should Buyer desire any modifications or improvements, additions or alterations to the design, drawings, specifications, place of delivery etc., the same shall be carried out by the firm.
 - (i) Without additional payments: If the modifications or improvements are of minor in nature and are intimated before undertaking of the job as per existing specifications has been carried out.
- 42. **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.
- 43. **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.

- 44. EFFECTIVE DATE OF THE CONTRACT:** The date of Purchase Order will be the Effective Date of the Contract. The performance of the Purchase Order shall commence from the Effective Date.
- 45. 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.
- 46. 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.
- 47. 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 New Delhi, India.
- 48. PENALTY FOR USE OF UNDUE INFLUENCE:** The Seller shall undertake that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Buyer. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or any one employed by him or acting on his behalf, as defined in the Bhartiya Nyaya Sanhita (BNS), 2023 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. 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.
- 49. 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.

- 50. 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.

OR

The Seller confirms and declares in the Techno-Commercial bid that they have engaged an Agent, individual or firm, for promotion of their product. In such case, following details are to be submitted in the Techno-Commercial bid:

- (a) Name of the Agent
 - (b) Agency Agreement between the seller and the Agent giving details of their contractual obligation
 - (c) PAN Number, name and address of bankers in India and abroad in respect of Indian Agent
 - (d) The nature of services to be rendered by the Agent and
 - (e) Percentage of Commission payable to the Agent
- 51. 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.
- 52. 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.

53. LIQUIDATED DAMAGES: Will be at the rate of 0.5% per week of delay and part thereof subject to maximum of 10% of order value on failure to complete the delivery within the need date.

54. 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.

OR

The delivery of the store/service is delayed for causes not attributable to Force Majeure for more than 02 months after the scheduled date of delivery and the delivery period 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 Use of Undue Influence and/or Employment of Agent above to obtain the Contract.

(e) As per decision of the Arbitration Tribunal.

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

56. 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.

57. COMPETENCE OF PERSONNEL: Not Applicable

58. CURRENT MANUFACTURE: The items supplied shall be of latest manufacture.

59. COUNTERFEIT PARTS: Not Applicable

60. SECRECY: Not Applicable.

61. USE OF PATENTS AND OTHER INDUSTRIAL PROPERTY RIGHTS: Not Applicable.



62. 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.

63. 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.

64. 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.

65. DOCUMENTS TO BE FURNISHED FOR CLAIMING PAYMENT:

- (a) **INDIGENOUS SELLERS:** The payment of bills will be made on submission of the following documents by the Seller to the Buyer:
 - (i) Ink-signed copy of Invoice.
 - (ii) Bank Guarantee for Advance, if applicable.
 - (iii) Performance cum Warranty Bank Guarantee, if applicable
 - (iv) 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).
 - (v) Copy of the Contract and amendments thereon, if any.
 - (vi) The BIDDER must provide the Certificate of Acceptance by the Buyer and other documents which will be decided during the course of execution of Contract.

(b) **FOREIGN SELLERS** : Not applicable

66. 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.

67. 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.

68. LIABILITY CLAUSE: Not Applicable

- 69. 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.

70. INCOTERMS FOR DELIVERY AND TRANSPORTATION (FOR FOREIGN BIDDERS ONLY):Not Applicable .

71. NON-DISCLOSURE: Not Applicable

72. ACCESS TO CLASSIFIED DOCUMENTS/ SYSTEMS: Not Applicable.

73. ACQUIRING MANUFACTURING DRAWINGS AND ASSOCIATED HARDWARE: Not Applicable.

74. RETURN OF DOCUMENTS: Not Applicable.

75. CONFIDENTIALITY OF INFORMATION: Not Applicable.

- 76. 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.

77. GOVERNMENT REGULATIONS: Not Applicable.

78. PATENT RIGHTS: Not Applicable.

79. RECORD OF QUALITY RELATED DOCUMENTS: Not Applicable.

80. AUDIT OF STORES: Not Applicable

81. ORDER ACKNOWLEDGEMENT: The Seller shall acknowledge the receipt of the Supply Order, as and when placed by the Buyer, within 7 days of receipt. In case the acknowledgement is not received within 7 days, the Supply Order will be deemed to have been accepted by the Seller.



PART-VI: FORMAT FOR PRICE BID

Sl. No.	Items	Qty.	Unit Cost (Rs.)	Total Basic Cost (Rs.)	Rate of GST (%)	Total Cost (incl. GST) (Rs.)
1	1:35 Scaled Model of BRAHMOS Missile (Inclined Table Top Model)	100 Nos				
2	1:17 Scaled Model of BRAHMOS Missile (Inclined Table Top Model)	100 Nos				
3	1:35 Scaled Model of BRAHMOS Missile (Vertical Table Top Model)	200 Nos				
	Total Cost (Rs.)					



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

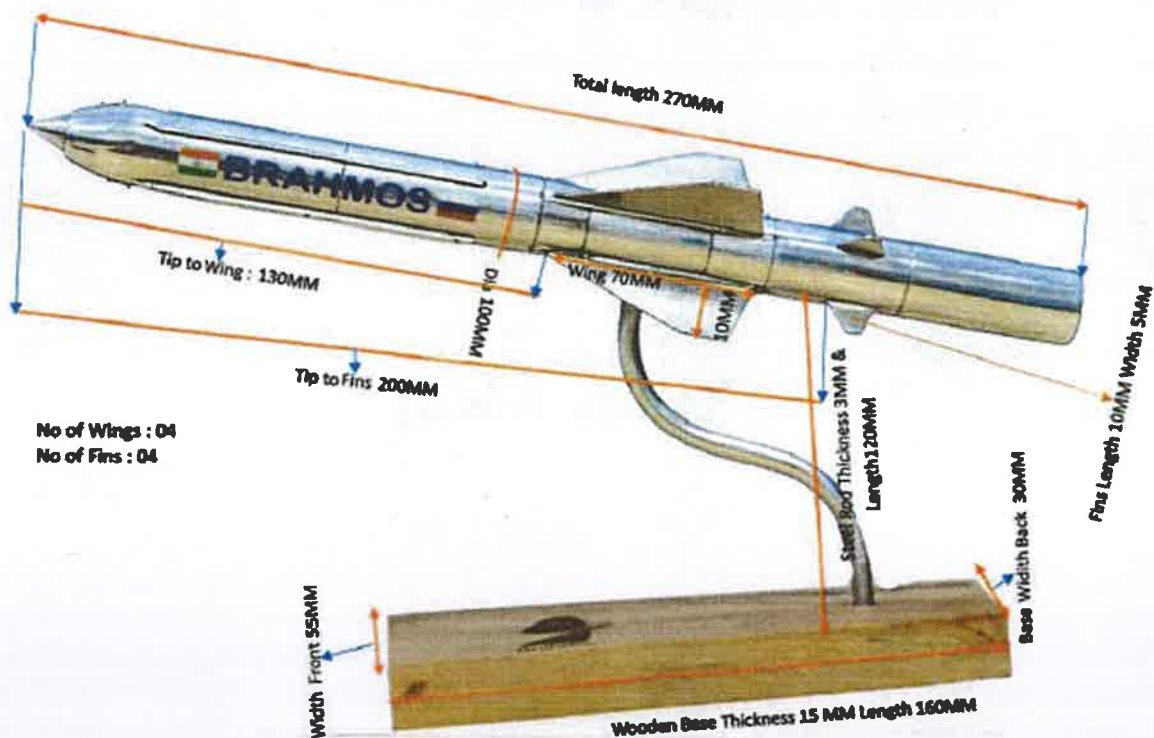
COMPLIANCE STATEMENT			
Sl. No.	Clause	RFP Requirement	Comments by Bidder
	Part-I	GENERAL INFORMATION AND INSTRUCTIONS	
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details
	Part-II	SCOPE OF WORK	
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	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.**



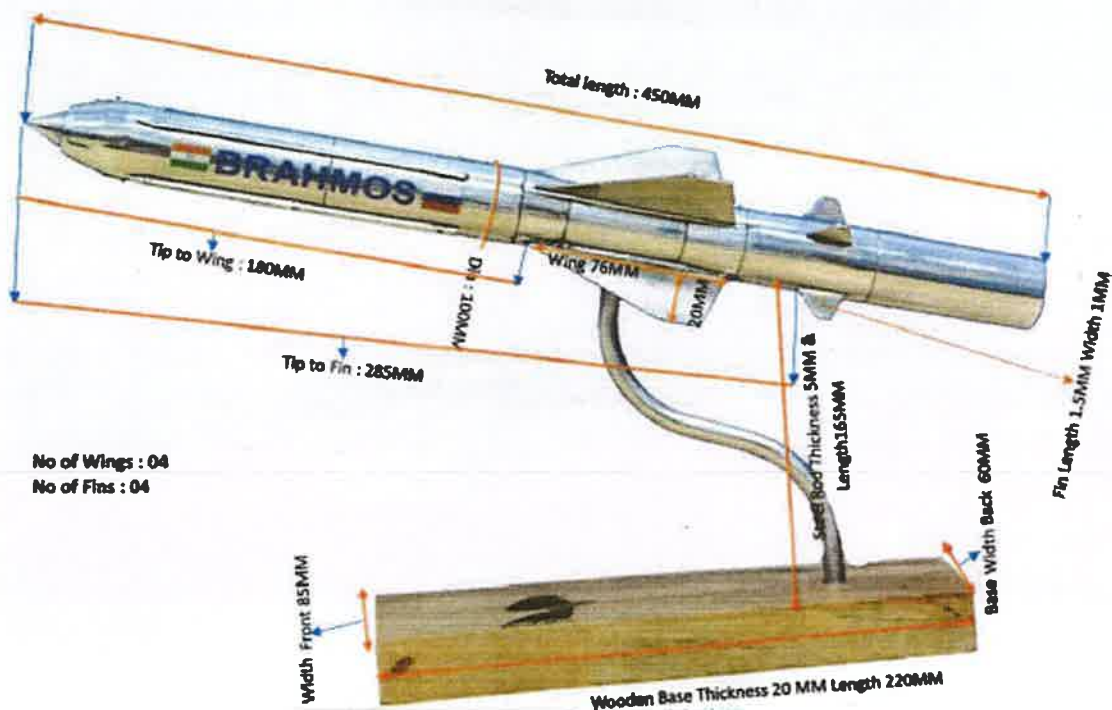
ENCLOSURE I TO PART-II: SCOPE OF WORK

1. 1:35 Scale Model of Missile (SS)
2. Missile Weight with SS Rod 140GM
3. Total Weight without packing box 220GM



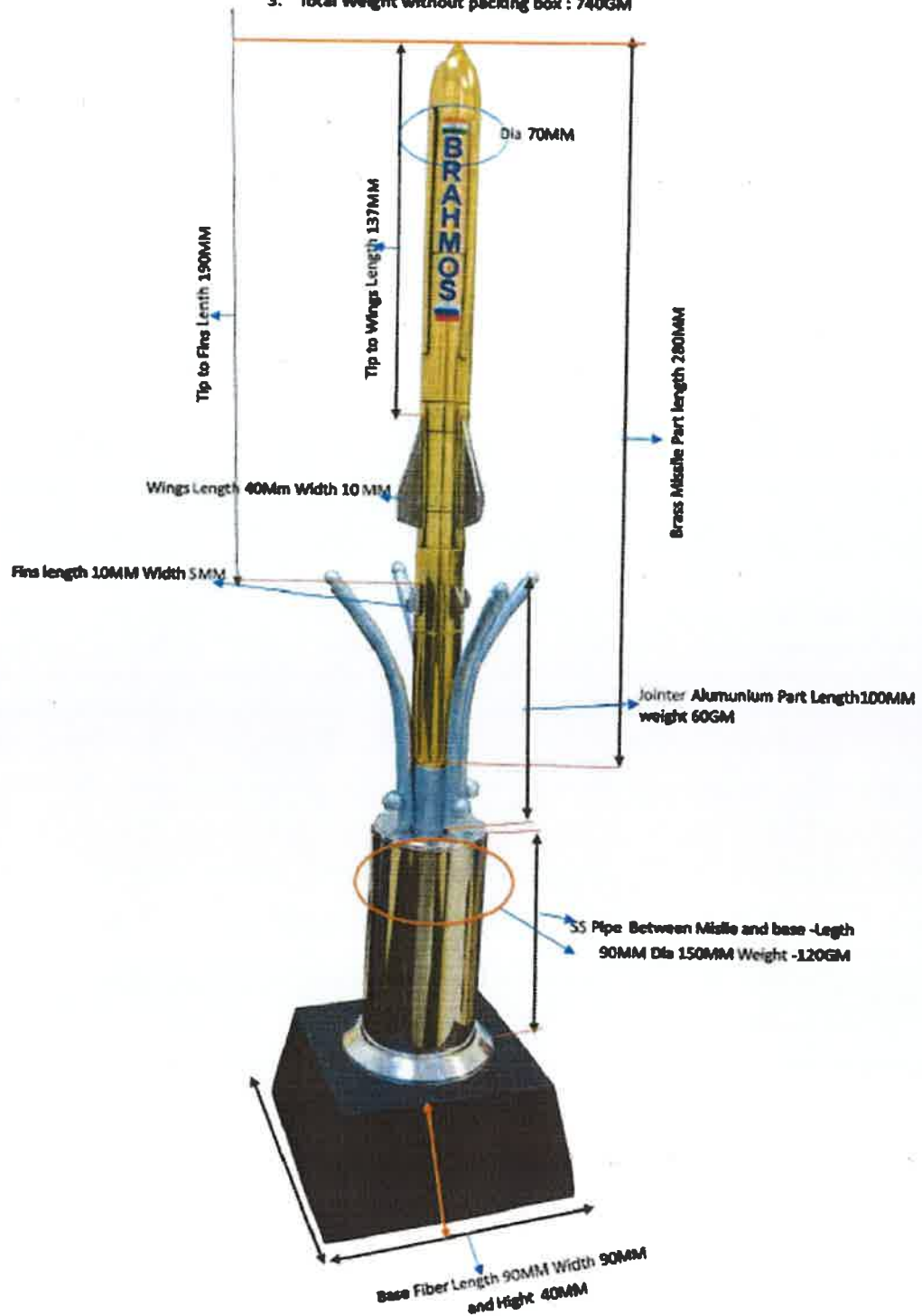
No of Wings : 04
No of Fins : 04

1. 1:17 Scale Model of Missile (SS)
2. Missile Weight with SS Rod : 460GM
3. Total Weight without packing box : 700GM



No of Wings : 04
No of Fins : 04

1. 1:35 Scale Vertical Brass Model of Missile
2. Brass Part Weight : 440GM
3. Total Weight without packing box : 740GM



ACCEPTANCE OF TERMS & CONDITIONS OF TENDER

(To be given on Company Letter Head)

To,
AGM (Commercial)
M/s BrahMos Aerospace Pvt Ltd,
16 Cariappa Marg, Kirby Place,
Delhi Cantt, New Delhi – 110010

ACCEPTANCE OF TERMS & CONDITIONS OF TENDER

Tender Reference No. _____

Name of Tender: _____

Dear Sir,

1. I / We have obtained the tender document(s) for the above mentioned 'Tender/Work' from your office namely: -

_____ as per your advertisement / RFP, given above.

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

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

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. The Tech Bid and its enclosures as submitted in physical form as mentioned in part-I of RFP.

6. In case any provisions of this tender are found violated, your department / organization shall be at liberty to reject this tender / bid absolutely and we shall not have any claim / right against dept in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



ELECTRONIC PAYMENT SYSTEM MANDATE FORM

<u>SI No</u>	<u>Description</u>	<u>Details</u>
1	Name of the Firm & Address	
2	Email ID	
3	PAN No.	
4	Name of the Bank	
5	Name of Branch & Address	
6	Branch IFSC Code	
7	MICR Code	
8	Type of Account	
9	Bank Account No.	
10	Type of EPS	

I, hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the institution responsible.

(Signature of the Bidder, with Official Seal)

Date:

Certified that the particulars furnished above are correct as per our records.

Bank Stamp:

Date:

(Signature of Authorized Official from the Bank)



NON BLACK LISTING CERTIFICATE

(To be given on Company Letter Head)

1. I, _____ son of shri _____ age about _____ by
profession proprietor/ partner of M/s _____ having registered office at
_____ do hereby solemnly affirms and declare as
under: -

(a) Undertakes to the effect that the firm/I represent is not blacklisted by any Government Organization.

(b) I am not Proprietor/ Partners/ Director of any other firm or business organization with whom Government has banned/ suspended business dealing.

(c) I do not have any concern/ subsidiaries with any business organization or agency blacklisted by Government Organization.

Company Seal

(Authorised Signatory of Company)

Place:

Dated:

Signature of Bidder & Stamp

