

Production Dept.

RFP No.: RFP/OTE/26-27/HG-RC/001

RFP Date: 22 Jul 2026

**REQUEST FOR SUBMISSION OF TECHNO-COMMERCIAL & PRICE BID FOR
SUPPLY OF HELIUM GAS (UHP, GRADE-5) AT PILANI.**

Dear Sir/ Madam,

1. BrahMos Aerospace Private Limited, hereinafter referred to as **Buyer**, intends to procure **HELIUM GAS (UHP, GRADE-5) AT PILANI** 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



Abhishek Jain
Abhishek Jain
Plant Head (P)
Additional GM
BrahMos Aerospace
Post-Dulania, Pilani
Distt Jhunjhunu, Raj 333031

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	Addl. GM, Plant Head (Pilani) Kind Attn: Mr. Amit Sharma Systems Manager (P)
Postal address for sending the Bids	BrahMos Aerospace VPO-Dulania, Pilani, Jhunjhunu Rajasthan-333031
Contact Nos. & E-mail	Mob: 07877438874/01596256251/260 Email:baplpilani@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 **12 Aug 2026, 1700HRS**. 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.
- (d) **PRE-BID CLARIFICATION:**
- (i) Prior to preparation of the Techno-Commercial Bid, clarifications regarding the technical terms & conditions be obtained from the **Systems Manager (Production), Pilani, Ph:01596-259251/260, Mail id: baplpilani@brahmos.com** within 7 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 **(Amit Sharma, Systems Manager (7877438874) and Mr. Sandeep, Systems Engineer (M; 9896009482) within 7 days working days from the date of RFP.**
 - (iii) Un-willingness of the Bidder to participate in Bid may be communicated to **(Systems Manager (Production), Pilani, Ph: 01596-259251/260, Mail id: baplpilani@brahmos.com)** within 07 Working days of receipt of RFP.
- (e) **CLARIFICATION REGARDING CONTENTS OF THE BIDS:** During evaluation and comparison of Bids, the Buyer may, at its discretion, ask the Bidder for clarification



of his Bids. The request for clarification will be given in writing and no change in prices or substance 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 120 Days from the last date of submission of the Bids.



PART-II: SCOPE OF WORK

6. TECHNICAL SPECIFICATION:

- a) **Purity of Gas:** Helium gas having purity >99.999% (UHP, Gr 5). Refer following Buyer's requirement-

S.No.	Component	Max. Concentration
1.	H2O	< 5 ppm
2.	Other Impurities	As per Grade 5 Norms

A signed analysis report certifying the ppm quantities of impurities is essential with each gas consignment. Lab facility will be audited before considering the offer. Buyer's technical team will visit vendor premises once in every three months. Purging needs to be undertaken before refilling cylinders.

- b) **Dew Point Temp of Helium:**

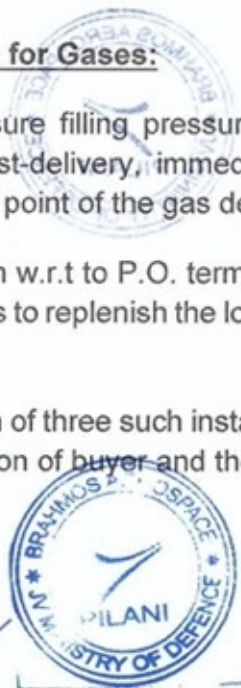
Dew point temp for Helium should be better than (minus)-65°C. Vendor should have in-house dew point measurement facility (In-line or Stand-alone) and has to demonstrate the dew point of the gases before filling in the cylinders in their premises during technical evaluation and during periodic factory inspection.

7. **Cylinder capacity:** Volume per Cylinder- 47 Ltr & Billing volume for helium is mentioned below-

For Helium – 47-liter Water Capacity, 150bar filling pressure will be charged for a gas volume of 6.5m³.

8. **Delivery terms and conditions for Gases:**

- a) The vendor has to ensure filling pressure of Helium gas for each lot before supplying to buyer. Post-delivery, immediately buyer will randomly verify the filling pressure and dew point of the gas delivered.
- b) In case of any mismatch w.r.t to P.O. terms and conditions, the entire lot will be rejected. The vendor has to replenish the lot without any cost implication on buyer immediately.
- c) On repetition or violation of three such instances, the P.O. placed on vendor may be cancelled on discretion of buyer and the vendor may be blacklisted for future supply/participation.



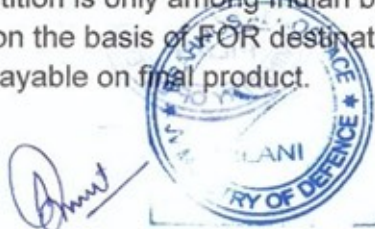
d) As per IS3224:2002 Helium cylinders needs to be supplied with G3/4" Ext RH (BSP 3/4) and valve guard.

9. **Delivery period:** Delivery period in case of refilling of BAPL cylinders – 45 days from date of receipt to vendor. Delivery period in case of getting vendor's cylinder on rent – 21 days from date of PO.
10. **P.O. Period:** Validity of Rate Contract should be 2 years from receipt of Blanket Purchase Order from buyer.
11. **Price review:** After end of 1st year price will be reviewed as per market price. BAPL and Vendor will mutually decide price based on market rate. If market price will reduce then BAPL and Vendor will mutually reduce price as per market rate. In case market price increased then Price will be fixed as per existing rate contract. BAPL Pilani has final decision right in this regard.
12. **Periodic Hydrostatic testing:** Vendor has to check the periodicity of hydrostatic testing and inform BAPL Pilani for due hydrostatic testing. Vendor will quote for hydrostatic testing for cylinder. Vendor carry out the hydrostatic testing As per Gas cylinder rules 2016, IS:15975 & IS 5844 at 250 bar and share certificate for the same to BAPL Pilani.
13. **Rejection in Hydrostatic testing:** Vendor will hand over any rejected cylinder in hydrostatic testing with certificate.



PART-III: EVALUATION CRITERIA OF BIDS

14. 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.
15. 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.
16. **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.
17. **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. The Price Bids 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.
18. **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) If the competition is only among Indian bidders, the financial comparison should be considered on the basis of FOR destination prices excluding statutory levies, taxes and duties payable on final product.



Handwritten signature and official stamp of the Ministry of Defence, India.

(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 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.

- 19. OPTION CLAUSE:** The Contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional quantity upto 100% of the original contracted quantity in accordance with the same terms and conditions of the Contract. This will be applicable within the currency of the Contract or as decided during commercial negotiations. It will be entirely the discretion of the Buyer to exercise this option or not.
- 20. 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% , including order placed under Option Clause, of the originally contracted quantity of the original contracted quantity under the Contract within six 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.
- 21. PAYMENT TERMS:**
- (a) **ADVANCE PAYMENT:** No Advance payment will be made to the supplier.
- (b) Payment will be done within 30 days after receipt of Helium gas at Pilani Plant.
- 22. INVOICE PREPARATION:** All original documents for payments including invoices are to be raised on and submitted to the Buyer's location at Pilani. GSTIN No. for the unit is 08AABCR8269E1Z5 and the same shall be mentioned in all invoices as applicable.
- 23. TERMS OF DELIVERY:**
- The delivery of goods shall be on FOR (Pilani) basis.
- 24. Delivery period:**
- Delivery period in case of refilling of BAPL cylinders – 45 days from date of receipt to vendor. Delivery period in case of getting vendor's cylinder on rent – 21 days from date of PO.
- 25. TRANSPORTATION & TRANSIT INSURANCE:** The equipment(s) / material(s) will pack, loaded onto transportation vehicle(s) as per the classification of category & class of goods and transported to the designated site location. Necessary transportation & transit insurance to the destination shall be the responsibility of Seller.
- 26. QUALITY & INSPECTION CLAUSE:**



(a) **YEAR OF PRODUCTION:** NA

(b) **QUALITY:** The quality of the items shall correspond to the technical conditions and standards enumerated in the RFP.

(c) **QUALITY ASSURANCE:** The quality assurance procedure that will be applicable from the date of Order till completion of deliveries for items will be as per the applicable Technical Documents to be defined in Technical Bid. The documents may be amended, if required, by mutual consent of the Buyer and the Supplier.

(d) **INSPECTION & ACCEPTANCE:**

BY BAPL: Inspection at production/acceptance stage will be carried out by BAPL representatives. The Inspection Agency or their nominated agency shall have the right to conduct quality trials during the production/ acceptance of the items or at any later stage. Stores rejected will be collected and replaced by the Supplier at his own cost.

27. **WARRANTY:** NA

28. **PRODUCT SUPPORT:** NA

29. **ANNUAL MAINTENANCE CONTRACT (AMC):** NA

30. **TECHNICAL DOCUMENTATION:** NA

31. **TRAINING OF MANPOWER:** NA

32. **SUPPORT DURING JOINT RECEIPT INSPECTION (JRI):** NA

33. **PROGRESS REVIEW COMMITTEE (PRC):** NA

34. **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.

35. **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.

36. **Vendor Qualification criteria : (Prior Experience & Quality Standard)**

(a) Supplier should be either OEM or OEM authorized dealer/distributor (In case of authorized distributor OEM Authorized Certificate is must).

(b) Minimum 5 year experience in supplying Ultra High Purity (UHP) Helium gas to Govt. establishment/PSU/Aerospace industries/ Reputed Private Industries.



(c) Supplier should have ISO: 9001:2015 certification or equivalent ISO certification.

(d) Supplier must have capacity to handle minimum 1000 cubic meter Helium at a time.

*vendor who do not comply point no 36 will be disqualified from the tendering process.



PART-V: STANDARD TERMS & CONDITIONS OF RFP

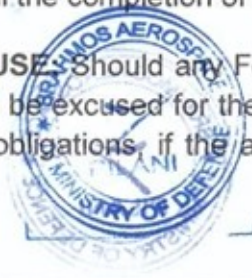
The Bidder is required to give confirmation of their acceptance of the Standard Terms and Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder as selected by the Buyer. Failure to do so may result in rejection of the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

37. **EFFECTIVE DATE OF THE CONTRACT:** In case of placement of a supply order, the date of acceptance of the Supply Order would be deemed as the effective date. The firm should check the supply order and convey acceptance of the same within seven days of its receipt. If such an acceptance or communication conveying firm's objection to certain parts of the supply order is not received within the stipulated period, the supply order will be deemed to have been fully accepted by the firm. The performance of the Contract shall commence from the Effective Date of the Contract/Supply Order
38. **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.
39. **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.
40. **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 local jurisdiction of Jhunjhunu district, Rajasthan India.
41. **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 favor or disfavor 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 favor 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.

42. **ACCESS TO BOOKS OF ACCOUNTS:** In case it is found to the satisfaction of the Buyer that the Bidder/ Supplier has violated the provisions of use of undue influence and/ or employment of agent to obtain the Contract, the Bidder/ Supplier, on a specific request of the Buyer, shall provide necessary information/ inspection to the relevant financial documents/ information/ Books of Accounts.
43. **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.
44. **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.
45. **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.

46. **LIQUIDATED DAMAGES:** The Buyer may deduct from the Seller, as agreed, liquidated damages at the rate of 0.5% per week/part thereof, of value basic cost (excluding taxes and duties on final product) of the delayed stores which the seller has failed to deliver within the period agreed for delivery in the contract subject to maximum of 10% of the total order value (excluding taxes and duties on final product). In cases where partial delivery does not help in achieving the objective of the contract, LD shall also be levied on the total cost (excluding taxes and duties on final product) of the ordered quantity delivered by the vendor. This will also include the store(s) supplied within the delivery period that could not be put to use due to late delivery subject to a maximum of 5% of the total order value (inclusive of taxes and duty) of the Contract.
47. **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 41 (Use of Undue Influence) and/or Para 43 (Employment of Agent) above to obtain the Contract.
 - (e) As per decision of the Arbitration Tribunal.
48. **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.
49. **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.

50. COMPETENCE OF PERSONNEL: Bidder to ensure the following:

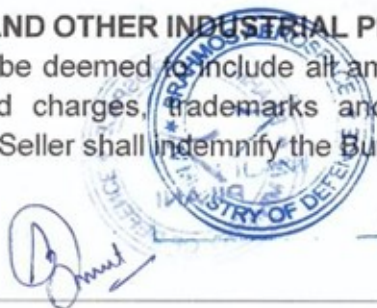
- (a) Necessary Competence of personnel, who involving in the execution of work
- (b) Their Contribution to product / service conformity & importance towards ethical behavior.
- (c) Competence to detect or prevent the counterfeit parts, monitoring and reporting of the same during execution of contract.

51. 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.
- (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.

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

53. 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.

54. 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 Supplier shall be released by the Buyer only after it appears in the Buyer's GST Input Credit Register of GSTIN Online Portal.

55. 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.

56. 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.

57. 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:

- (i) Ink-signed copy of Invoice.
- (ii) Bank Guarantee for Advance/ Indemnity Bond, if applicable.
- (iii) Bank Guarantee for Performance Indemnity Bond, if applicable
- (iv) Bank Guarantee for Warranty/ Indemnity Bond, if applicable.



- (v) 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).
- (vi) Copy of the Contract and amendments thereon, if any.
- (vii) Any other document/ certificate that may be provided for in the Contract.

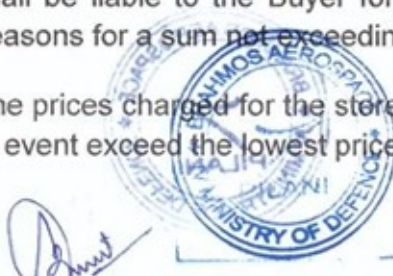
58. CLAIMS:

- (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.

59. LIABILITY CLAUSE:

- (a) Any damage caused to the property or suffered by the personnel of Buyer during the execution of Contract shall remain the liability of the Buyer. Such liability shall be fixed on Seller in case of grossly negligent act or omission on the part of Seller.
- (b) This provision is limited to the relations between the Parties. It is without prejudice to the rights and actions to which the victims of damage, or any Social Security Organizations could prevail themselves legally.
- (c) Either party would provide reasonable assistance to resolve the claim of other Party to mitigate loss or damage.
- (d) Neither, the Seller shall be liable to the Buyer, nor shall the Buyer be liable to the Seller for any immaterial, punitive, indirect, special, incidental, or consequential loss or damage. This will hold good irrespective of whether such liability is based or claimed to be based on any breach of a Party's obligation under the Contract, or any negligent act or omission of a Party, its employees, servants, appointed representatives, sub-contractor or professional consultants, or such liability arises otherwise out of or in connection with the Contract.
- (e) The Buyer shall not be liable for any compensation in any manner to the Seller for whatsoever reason.
- (f) The Seller shall be liable to the Buyer for any compensation in any manner for whatsoever reasons for a sum not exceeding value of the Contract.

- 60. FALL CLAUSE:** The prices charged for the stores supplied under the agreement by the Supplier shall in no event exceed the lowest price at which the Supplier sells the items of



identical description to any other person/organization during the period till performance of all supply orders placed during the currency of the agreement is completed. If, at any time, during the said period, the Supplier reduces the sale price of such stores or sells stores to any other person/organization at a price lower than the price chargeable under the agreement, he shall forthwith notify such reduction or sale to the authority which has concluded the RC/PA; and the price payable under the agreement for the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

61. **INCOTERMS FOR DELIVERY AND TRANSPORTATION (FOR FOREIGN BIDDERS ONLY):** NA
62. **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.
63. **ACCESS TO CLASSIFIED DOCUMENTS/ SYSTEMS:** The Supplier will be allowed to access pertinent classified details/documentation in the interest of execution of task. Association of the Supplier will be desirable for effective rectification of design defects, if any, during trials of systems/ sub-systems, being developed as part of the contract. In all such cases, the Supplier and his employees, connected with the assigned task, will be subject to the provisions contained in the Indian Official Secrets Act and required to render certificate to that effect.
64. **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.



- 65. UNDERTAKING BY BIDDERS:** The Bidder will submit an undertaking that they are currently not banned/ debarred / suspended from doing business dealings with Government of India / any other government organization and that there is no investigation going on by MoD against them. In case of ever having been banned / debarred / suspended from doing business dealings with MoD/any other government organization, in the past, the Bidder will furnish details of such ban / debarment along with copy of government letter under which this ban / debarment / suspension was lifted / revoked. The Bidder shall also declare that their sub-contractor(s)/supplier(s)/technology partner(s) are not Suspended or Debarred by Ministry of Defence. In case the sub-contractor(s)/supplier(s)/ technology partner(s) of the Bidder are Suspended or Debarred by Ministry of Defence, the Bidder shall indicate the same with justification for participation of such sub-contractor(s)/ supplier(s)/ technology partner(s) in the procurement case. Subsequent to submission of bids if any sub-contractor(s)/supplier(s)/ technology partner(s) of the Bidder is Suspended or Debarred by Ministry of Defence, the Bidder shall intimate the Ministry of Defence regarding Suspension or Debarment of its sub-contractor(s)/ supplier(s)/ technology partner(s) within two weeks of such order being made public.
- 66. 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.
- 67. 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.
- 68. RECORD OF QUALITY RELATED DOCUMENTS:** To be maintained for a minimum period of 15 yrs.
- 69. AUDIT OF STORES:** All products and records are subjected to audit by Brahmos Aerospace at any juncture during production at vendor's premises or after receipt at BrahMos Aerospace, Pilani.
- 70. CODE OF INTEGRITY:** The code of integrity lays down the obligations on the part of the Buyer and the Bidder in order to maintain the integrity of the procurement transactions. The obligations on both the parties will be that no official of the Buyer or a Bidder shall act in contravention of the code of integrity which include provisions for:
- (a) Prohibition of:
- (i) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - (ii) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided;



- (iii) Any collusion, bid rigging or anti-competitive behaviour that may impair the transparency, fairness and the progress of the procurement process;
 - (iv) Improper use of information provided by the Buyer to the Bidder with an intent to gain unfair advantage in the procurement process or for personal gain;
 - (v) Any financial or business transactions between the Bidder and any official of the Buyer;
 - (vi) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process;
 - (vii) Obstruction of any investigation or auditing of a procurement process.
 - (viii) Disclosure of conflict of interest.
 - (ix) Disclosure by the Bidder of any previous transgressions made in respect of the provisions of para 70(a) of this RFP with any entity in any country during the last three years or of being debarred by any other procuring entity.
- (b) **PENALTIES FOR VIOLATION:** If the Buyer comes to the conclusion that a Bidder or prospective Bidder, as the case may be, has violated the code of integrity, the Buyer may take appropriate measures including:
- (i) Exclusion of the Bidder from the procurement process;
 - (ii) Calling off pre-contract negotiations and forfeiture or encashment of EMD (if applicable);
 - (iii) Forfeiture or encashment of any other security or bond relating to the procurement;
 - (iv) Recovery of payments made by the Buyer along with interest thereon as per the provisions of supply order;

Debarment of the Bidder from participation in future procurements.



PART-VI: FORMAT FOR PRICE BID

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

