



BrahMos Aerospace

An India-Russia Joint Venture

CMM Dept.

RFP No.: BM(H)/CMM/RFP/26-27/4283
RFP Date: 30 Jul 2026

OPEN TENDER

REQUEST FOR SUBMISSION OF TECHNO-COMMERCIAL & PRICE BID FOR SUPPLY OF ALUMINIUM SHEETS & PLATES (AMГ6)

Dear Sir/ Madam,

1. BrahMos Aerospace Private Limited, hereinafter referred to as **Buyer**, intends to procure '**Aluminium Sheets & Plates (AMГ6)**' in **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

General Manager (CMM) 30/7/26



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

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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. Dibyendu Chowdhury Dy. Manager (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: 8106536331 Email: dibyendu@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 **19 Aug 2026, 1500 Hrs.** The responsibility to ensure this lies with the Bidder.

- (i) **Early submission of the Bids is acceptable to the Buyer.**

- (ii) **Bids sent by e-mail will be rejected.**

- (iii) **No request for extension to the Bid submission date shall be entertained.**

- (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 "ALUMINIUM SHEETS & PLATES (AMT6)"**



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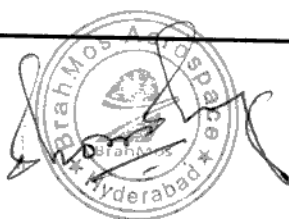
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- (iii) RFP No.
- (iv) Bidder Details
- (v) Last Submission Date

(d) PRE-BID CLARIFICATION:

- (i) Prior to preparation of the Techno-Commercial Bid, clarifications regarding the technical terms & conditions be obtained from **Senior System Manager (MMI), Hyderabad**, mudit.garg@brahmos.com / mmi@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 **Dy. Manager (CMM), Hyderabad**, dibyendu@brahmos.com, within **3 working days** from the date of RFP.
 - (iii) Prior to preparation of the Techno-Commercial Bid, the complete Scope of Work / Specification Documents/ Technical Documents etc., if required, to be obtained from the **Project Team (MMI)** within **3 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.



PART-II: SCOPE OF WORK

6. **DELIVERABLES:** Detailed list of items with quantities is given below:

Sl. No.	Item Code	Item Description	Qty	UOM
(i)	511205080172	Aluminium, AMΓ6 (BAPL 5XXX), As Rolled, Plate, Thk.25.0	3,500	KGS
(ii)	511205080992	Aluminium, AMΓ6 (BAPL 5XXX), As Rolled, Plate, Thk.18.0	30,000	KGS
(iii)	511206070052	Aluminium, AMΓ6, Annealed, Sheet, Thk.1.2	200	KGS
(iv)	511206070062	Aluminium, AMΓ6, Annealed, Sheet, Thk.1.5	300	KGS
(v)	511206070072	Aluminium, AMΓ6, Annealed, Sheet, Thk.2.0	1,600	KGS
(vi)	511206070082	Aluminium, AMΓ6 (BAPL 5XXX), Annealed, Sheet, Thk.2.5	1,200	KGS
(vii)	511206070092	Aluminium, AMΓ6, Annealed, Sheet, Thk.3.0	5,500	KGS
(viii)	511206070112	Aluminium, AMΓ6 (BAPL 5XXX), Annealed, Sheet, Thk.5.0	9,000	KGS
(ix)	511206070122	Aluminium, AMΓ6, Annealed, Sheet, Thk.6.0	8,000	KGS
(x)	511205080032	Aluminium, AMΓ6 (BAPL 5XXX), As Rolled, Plate, Thk.12.0	5,500	KGS

NOTE:

- (a) For Sl. No. (ii) above, additional quantity of 28,000 KGS is 'Optional'. Hence the Price Bid for total 58,000 KGS is also requested. The confirmation for the additional quantity of 28,000 KGS will be provided during the execution of the Supply Order, once awarded.
- (b) MOQ requirements, if any, may be clearly indicated in the Techno-Commercial Bid and the cost details be included in the **Price Bid only**.

7. **COLLECTION OF DOCUMENTS:** The specification / technical / QAP documents, if required, may be collected from the Project Team (MMI) within **3 working days** from the date of RFP. Contact details of the Project Team will be as per Para 5(d)(i) above.





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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. ELIGIBILITY CRITERIA:

- (a) Any Bidder on whom a Supply Order / Contract for same / similar items have been issued by the Buyer in the past, remain substantially underperformed / unperformed due to the Bidder's fault and where the contractual delivery period has already expired without completion or going to expire without meeting the desired milestones, shall not be eligible to participate in this tender, until such default has been remedied or otherwise resolved to the satisfaction of the Buyer.
- (b) Only those Bids will be accepted / evaluated, which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- (c) 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:

- (a) 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.
- (b) The TCEC will examine the extent of variations/differences, if any, in the technical & commercial (without price) characteristics of the items offered by Bidder.
- (c) The Bidder, if required, may also be called for the TCEC meeting for clarification on the Techno-Commercial Bid submitted by them.
- (d) In case of any deviation and non-conformances to the Techno-Commercial terms & conditions by the Bidder(s) and in case such deviations and non-compliances are not acceptable / agreeable to the Buyer, the TCEC shall have the right to disqualify the Bidder(s) from further tendering process.

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



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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** as per the details mentioned at para 12 below.

- (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.

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 the scope as defined at Para 6 above and the 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.
- (c) If the competition is among Indian and Foreign Bidders, the DAP cost quoted by the Foreign Bidders plus Customs Duty and Duties thereon as payable by the Buyer will be basis of comparison with the basic cost (FOR destination basis) offered by Indian Bidders excluding statutory levies, taxes and duties payable on final product. If DAP price is not available, additional 20% of FCA/FOB cost or 10% on CIF/CIP cost over and above quoted FCA/FOB or CIF/CIP cost to be loaded for comparison purpose only.
- (d) All the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.
- (e) If required, Discounted Cash Flow technique will be used for comparison.



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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. APPORTIONMENT OF QUANTITY:

- (a) The Buyer reserves the right to apportion the quantity among the bidders in the ratio as mentioned below:
 - (i) Among 2 Bidders in the ratio of 60:40 starting from Lowest Bidder (L-1) and proceeding to Next Higher Bidder and so on subject to their consent to meet the L-1's rates as well as terms and conditions, as negotiated.
 - (ii) Only on L-1 Bidder for 100% quantities if other Bidders does not provide their consents to meet the L-1's rates as well as terms and conditions, as negotiated.
- (b) The bidders are requested to submit the price bid only for 100% quantity and the unit cost of the items for total quantity will be considered for the apportioned quantity while evaluating the bid.
- (c) Splitting of the quantity should be in favour of L-1.

14. BANK GUARANTEE (BG) / INDEMNITY BOND (IB):

- (a) **GENERAL TERMS: Applicable for all Bidders.** The Seller shall bear all costs, charges, commissions, taxes and expenses associated with the issuance, advising, authentication, confirmation (if required), amendment, extension and cancellation of the Bank Guarantees. Failure to furnish a BG, as applicable, complying with the requirements of this Clause shall entitle the Buyer to withhold the related payments without any liability for delay, and any corresponding delay in performance attributable to such withholding shall be at the Seller's sole risk and responsibility.
 - (i) **BG for Advance:** 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.
 - (ii) **BG for Performance:** 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.
 - (iii) **BG for Warranty:** For 5% of the P.O value valid up to the entire warranty period plus claim period of 03 (Three) months is to be submitted along with the invoice post-delivery of the items.



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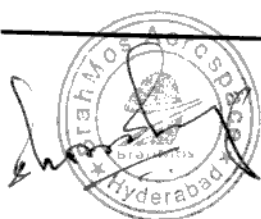


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- (b) **SPECIAL CONDITIONS FOR INDIAN BIDDERS:** The BGs to be obtained from an Indian nationalized bank OR Axis/ HDFC/ICICI/ Kotak Bank. IBs may be submitted by the Public Sector Units in lieu of BG for Performance and BG for Warranty only. Advance shall be paid only against a BG and not against any IB.
- (c) **SPECIAL CONDITIONS FOR FOREIGN BIDDERS:** The Bank Guarantees, as applicable, shall:
- (i) Be issued by a first-class international bank acceptable to the Buyer.
 - (ii) Be governed by the Uniform Rules for Demand Guarantees (URDG 758) published by the International Chamber of Commerce (ICC).
 - (iii) Be payable on the Buyer's first written demand without protest, demur, proof or reference to the Seller, and without requiring the Buyer to establish breach or initiate legal proceedings.
 - (iv) Be denominated in the same currency as the payment.
 - (v) Remain valid as per the clauses at Para 14(a) above.
 - (vi) Be transmitted through authenticated SWIFT messaging and be advised and authenticated through the Buyer's designated bank in India.
 - (vii) Be in a format and wording acceptable to the Buyer.
15. **OPTION CLAUSE:** The Buyer shall reserve the option to procure an additional quantity up to 100% of the present contracted quantity in accordance with the same terms and conditions of the Supply Order. This will be applicable within the tenure of the present Supply Order.
16. **QUANTITY TOLERANCE:** In addition to the quantities to be ordered, the Seller will be allowed to supply +10% of additional quantities. The payment will be made at actuals on the basis on the actual delivered quantity.
17. **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.
18. **PAYMENT TERMS:** The payment terms should be in accordance with the RFP as any change of payment terms specified in the RFP can alter L-1 determination. In case where the payment terms offered by the Bidders differ from the options given in the RFP, DCF technique will be utilized for L-1 determination.
- (a) **ADVANCE PAYMENT:** 15% of the order value will be paid as advance on submission of documents (Refer para 14 and para 52).



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(b) **STAGE PAYMENTS:** Balance 85% of the order value will be paid, on prorata basis, on successful completion of delivery of the items and submission of documents (Refer para 14 and para 52).

19. **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.

20. **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.

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

22. **INDIGENOUS CONTENT: (APPLICABLE FOR INDIAN BIDDERS ONLY)**

(a) The Bidder is required to submit the Indigenous Content of the total basic quoted cost as per the following table only in the Price Bid.

Total Quoted Cost	IC (Value)	% of IC

(b) The successful Bidder (i.e. Seller in the Contract) shall submit a Cost Auditors Certificate for indigenous content in the format as per DAP 2020 after completion of deliveries of each lot of the items. The right to audit shall vest in the Ministry of Defence, Govt. of India. For the purpose of calculating IC, the following elements of manufacturing/ production/ assembly would be excluded:

(i) Direct costs including Custom duties, Freight/transportation and insurance of all materials, components, sub-assemblies, assemblies and products imported into India.

(ii) Direct and Indirect costs of all services obtained from non-Indian entities/ citizens.

(iii) All license fees, royalties, technical fees and other fees/payments of this nature paid out of India, by whatever term/phrase referred to in contracts/ agreements made by the Bidder/ its Sellers.

23. **TERMS OF DELIVERY:**

(a) **INDIAN BIDDERS:** The delivery of goods shall be on FOR (Hyderabad).

(b) **FOREIGN BIDDERS** are required to quote only on DAP (Hyderabad).



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- (c) The delivery of the 50% of the items shall be completed within 'T0 + 6 months' and balance 50% by 'T0 + 12 months', where '**T0**' is the date of the Supply Order.

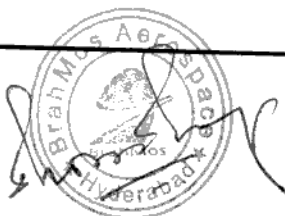
24. TRANSPORTATION & TRANSIT INSURANCE: The equipment(s) / material(s) will pack, loaded onto transportation vehicle(s) as per the classification of category & class of goods and transported to the designated site location. Necessary transportation & transit insurance to the destination shall be the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

25. PACKING AND MARKING INSTRUCTIONS: The Seller shall provide packing and preservation of the items contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong. The packing cases should have provisions for lifting by crane/ fork lift truck. Labels / Tags with proper marking shall be fastened to the packing cases. The packing of the items shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.

- (a) Item Code and Item Description along with other technical details are to be engraved / labelled / printed on all type of raw materials, as applicable, being delivered by the Seller.
- (b) Items being delivered should be packed in good quality wood and transport worthy packing conditions with proper marking for ease of handling and storage.
- (c) One type of items should be packed in one box for ease of receipt, storage and issue.

26. QUALITY & INSPECTION CLAUSE:

- (a) **YEAR OF PRODUCTION:** The items should be of the latest manufacture and conform to the current production standards.
- (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/QAP to be defined in Technical Bid. The documents may be amended, if required, by mutual consent of the Buyer and the Seller.
- (d) **QA DOCUMENTATION:** Apart from physical / hardcopies, the Seller shall submit all the QA records mentioned in the QAP/TS Documents in digital form (CD / DVD) also.
- (e) **INSPECTION & ACCEPTANCE:** Inspection at production/acceptance stage will be carried out by the Quality Assurance (QA) Dept of the Buyer at the Seller's premises (for Indian Sellers') and Seller's warehouse / premises (for Foreign Sellers'). The Buyer will constitute an acceptance team to accept the delivery of all items under this order as and



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when the items are ready. Post acceptance, Inspection Certificate/ 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.

(f) **VISIT TO OEM / MILL (FOR IMPORTED MATERIALS):** For the purpose of QA coverage & inspection, the Seller will submit the 'Original Mill TC' in Hard Copy duly Signed and Stamped by OEM/Mill. The Buyer or its nominated / authorized representative(s) will visit the original source of materials i.e. the OEM / Mill (where the raw materials are melted and processed into finished items) for overall inspection of the materials (i.e. verification of Material Grade, Heat No., Batch / Lot No. and Nominal Size as per the Original Mill TC) along with possible Check Tests as per the approved TS/ QAP Document. After clearance of materials at OEM / Mill site, dispatch authorization will be accorded by the buyer. The expenditure for the travel / stay etc. of Buyer's representative(s) for such visits shall be borne by the Buyer.

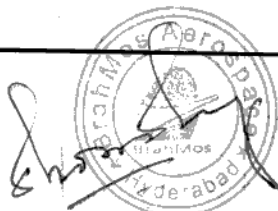
(g) **INSPECTION & TESTING:** Carrying out all the inspection and tests (including AT/QT/ Destructive Testing) as specified in the Technical Specification/Design documents shall be the responsibility of the Seller.

27. **WARRANTY:** The Seller will declare that the goods, stores articles sold/ supplied shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the contract. The Seller will guarantee that the said goods/ stores/ articles would continue to conform to the description and quality for a period of 24 months from the date of acceptance/ installation of the said goods stores/ articles. If during the aforesaid period of 24 months, the said goods/ stores are discovered not to conform to the description and quality aforesaid, not giving satisfactory performance or have deteriorated, the Buyer shall be entitled to call upon the Seller to rectify the goods/ stores/ articles or such portion thereof as is found to be defective by the Buyer within a reasonable period without any financial implication to the Buyer.

28. **PROGRESS REVIEW COMMITTEE (PRC):** The status/ progress of production and supply will be monitored by a PRC, consisting of specialists and representatives nominated by the Buyer. Based on the PRC recommendations, the Buyer shall have the right to short-close the order if the progress does not match with the committed schedule.

29. **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.



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- (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.
 - (ii) On payment of additional Expenses and extension of delivery schedule on mutual agreement, if modifications or improvements are major in nature.
 - (b) The recommendations of Committee / PRC will be considered as the basis for both Minor and Major modifications and for determining the requirements of additions/ reduction in expenditure and time for the Seller.
- 30. 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.
- 31. 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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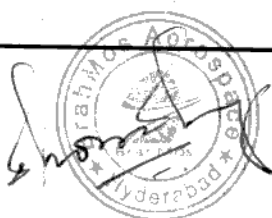
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PART-V: STANDARD TERMS & CONDITIONS

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.

- 32. 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.
- 33. 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.
- 34. 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.
- 35. 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.
- 36. 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.

- 37. 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.
- 38. 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.
- 39. 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.
- 40. 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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- 41. 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.
- 42. 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 36 (Use of Undue Influence) and/or Para 38 (Employment of Agent) above to obtain the Contract.
 - (e) As per decision of the Arbitration Tribunal.
- 43. 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.
- 44. 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.
- 45. 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.



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46. 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.

47. 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.

48. 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.

49. 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.



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(b) **For Indian Bidders:** 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.

(c) **For Foreign Bidders:** The payment of all taxes & duties payable inside the Buyer's country e.g. Customs Duty, Cess, GST etc. will be paid by the Buyer. Any taxes payable outside the Buyer's country shall be paid by the Seller.

50. 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.

51. 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.

52. 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) **For Indian Bidders:**

(i) Ink-signed copy of Invoice.

(ii) Bank Guarantees / Indemnity Bonds, as applicable.

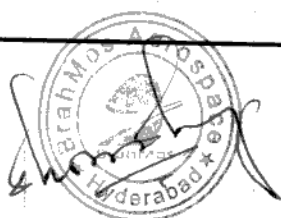
(iii) Details for electronic payment viz. Bank name, Branch name and address, Account Number, IFS Code, MICR Number (if these details are not already incorporated in the Contract).

(iv) Copy of the Supply Order and amendments thereon, if any.

(v) Inspection Certificate / Certificate of Acceptance / Completion issued by the Buyer

(vi) Any other document/ certificate that may be provided for in the Supply Order.

(b) **For Foreign Bidders:** In case of payment through Letter of Credit (LC), paid shipping documents are to be provided to the Bank by the Seller as a proof of dispatch of goods as per contractual terms /LC conditions so that the Seller gets payment from LC. The Bank



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will forward these documents to the Buyer for getting the items released from the Port/Airport. However, where the mode of payment is DBT, the paid shipping documents are to be provided to the paying authority by the Buyer. Documents will include:

- (i) Clean on-Board Airway Bill/Bill of Lading
- (ii) Original Invoice
- (iii) Packing List
- (iv) Certificate of Origin from Seller's Chamber of Commerce, if any.
- (v) Certificate of Quality and year of manufacture from OEM.
- (vi) Dangerous Cargo Certificate, if applicable.
- (vii) Insurance Policy of 110% value in case of CIF/ CIP contract.
- (viii) Certificate of Conformity and Acceptance Test at PDI/FAT, if any.
- (ix) Physio-sanitary/ Fumigation Certificate, if any.
- (x) BG for Performance / BG for Warranty Bond, as applicable.
- (xi) Any other document/ certificate that may be provided for in the Supply Order.

53. 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.



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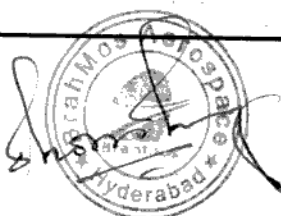
54. CLAIMS:

- (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.

55. 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. This clause shall be read along with the clause at Para 57(a) above.
- (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. This clause shall be read along with the clause at Para 57(a) above.

- 56. 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



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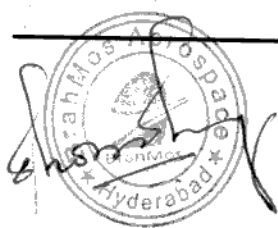
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price payable under the agreement for the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

- 57. INCOTERMS FOR DELIVERY AND TRANSPORTATION (FOR FOREIGN BIDDERS ONLY):** Unless otherwise specifically agreed to by the Buyer and the Seller and incorporated in the Contract, the applicable rules and regulations for transportation of goods from foreign countries will be as per the contemporary version of International Commercial Terms (INCOTERM 2010) evolved by International Chamber of Commerce, Paris.
- 58. 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.
- 59. 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.
- 60. ACQUIRING MANUFACTURING DRAWINGS AND ASSOCIATED HARDWARE:** All the documents pertaining to realization of all the line items such as Process Sheets, Drawings of Tooling/Jigs/Fixtures, Inspection Gauges etc. along with their relevant supporting documents shall fall in Restricted Category and shall be jointly held by Buyer and Seller. Further, these will also not be used by the Seller for any purpose other than stated in the contract, without the written consent of the Buyer. All dies/ tools/die sets/ jigs/ fixtures/ moulds fabricated under the contract which are charged separately will be returned to the Buyer unless specified otherwise in the contract.
- 61. 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



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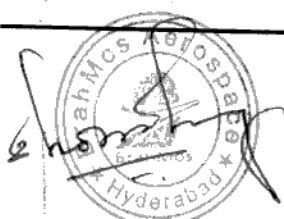
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received in by the Buyer would be furnished by the Project Team. Any loss or damage to these documents shall be recovered from the Seller.

- 62. 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.
- 63. 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.
- 64. 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.
- 65. 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.
- 66. RECORD OF QUALITY RELATED DOCUMENTS:** To be maintained for a minimum period of 15 yrs.
- 67. AUDIT OF STORES:** All products and records are subjected to audit by the Buyer at any juncture during production at Seller's premises or after receipt at Buyer's location, Hyderabad.



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PART-VI: FORMAT FOR PRICE BID

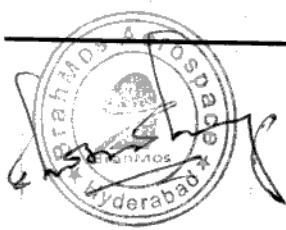
Sl. No.	Description	Qty.	Unit Cost*	Total Cost*	HSN	Remarks
A	Cost of Item**					
B	Total Cost	This will be considered for L-1 determination along with other Evaluation Criteria as specified in this RFP				

* The Bidders shall submit their quotes as below:

For Indian Bidders : in INR only

For Foreign Bidders : in USD / EURO only

** The Bidders shall submit line item-wise costs as per the complete scope of work listed at Para 6 above.



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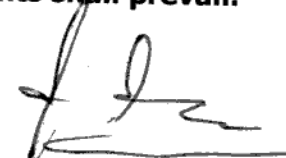
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PART-VII: COMPLIANCE STATEMENT

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.


General Manager (CMM)



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