BrahMos Aerospace Private Limited

An Indo-Russia Joint Venture

BrahMos

RFP No. BM/C/C/AC/2026/01
Dated 13th Nov 2026

REQUEST FOR SUBMISSION OF TECHNO-COMMERCIAL BID & PRICE BID FOR SUPPLY AND INSTALLATION OF 2 IN NOS 1.5 TR SPLIT AIR CONDITIONERS

1. BrahMos Aerospace Private Limited, hereinafter referred to as **Buyer**, intends to procure **2 in Nos 1.5 TR Split AC with Automatic AC Changeover timer/Switch** and seek participation of the procurement process from prospective Bidders subject to requirements of succeeding paragraphs.

2. This RFP is divided into 7 Parts as follows:

PART I	:	General Information & Instructions for the Bidders
PART II	:	Scope of Work
PART III	:	Evaluation Criteria of Bids
PART IV	:	Special Terms & Conditions of RFP
PART V	:	Standard Terms & Conditions of RFP
PART VI	:	Format for Price Bids
PART VII	:	Compliance Statement

3. This RFP is neither an agreement and nor an offer by Buyer to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Buyer in relation to the Project. This RFP document and any assumptions, assessments and statements made herein do not purport to contain all the information that each Bidder may require. The Bidder shall bear all its costs associated with or relating to the preparation and submission of proposal pursuant to this RFP. Wherever necessary, Buyer reserves the right to amend or supplement the information, assessment or assumptions contained in this RFP. Buyer reserves the right to withdraw the RFP or foreclose the procurement case at any stage. The issuance of this RFP does not imply that Buyer is bound to shortlist a Bidder for the Project. Buyer also reserves the right to disqualify any Bidder should it be so necessary at any stage on grounds of National Security.

4. The receipt of the RFP may please be acknowledged.

Thanking you.

For BrahMos Aerospace Private Limited

(Authorized Signatory)

BrahMos Aerospace Pvt. Ltd. New Delhi

Regd. Office : 16, Cariappa Marg, Kirby Place, Delhi Cantt., New Delhi - 1100 10 INDIA
CIN-U74899DL1995PTC074334
Phone : 91-11-42285000
Fax : 91-11-25684827

Hyderabad Office : Brahmos Complex, (Near DRDL Complex Rear Gate), Kanchanbagh, P.O. Hyderabad-500058, INDIA
Phone : 91-040-24087018, 24087044
Fax : 91-040-24440004, 24087195

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:	**Additional General Manager (Commercial) Shri Abhishek Panigrahi,**
Postal address for sending the Bids:	**BrahMos Aerospace Pvt Ltd. 16 Cariappa Marg, Kirby Place, Delhi Cantt, New Delhi- 110010**
Contact Nos. & E-mail:	**011-422 85 103 /133, contracts@brahmos.com**

(b) LAST DATE AND TIME FOR DEPOSITING THE BIDS: The sealed Bids under ***Two-Bid system (separately sealed Techno-Commercial Bid & Price Bid)*** should reach at the above given address through post/in person latest by **20.11.2026, 1700 HRS.** If any of the bids is found in unsealed condition, the Vendor will be disqualified right away without further evaluation of the bids. 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 will be rejected.**

(c) FORWARDING OF BIDS: Bids shall be forwarded by the Bidder under their original memo/letter pad inter alia furnishing details like GST number, BAPL 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 envelops and then be put in a single envelope with the 'Bidder Details, RFP No., Last Submission Date' pasted on top with the **'Proforma format'**, as enclosed, pasted on top, should be dropped in the Tender Box marked as **TENDER BOX NO 1.** so as to reach by the due date and time. Late tenders will not be considered. Bids forwarded by the Bidder shall also include the following documents along with the technical bid, failing which, bids are liable to be rejected: -

(d) PRE-BID CLARIFICATION:

(i) Prior to preparation of the Techno-Commercial Bid, clarifications regarding the technical terms & conditions be obtained from the ***Shri Sunil Choudhary, DGM (IT & ERP) BAPL, Delhi. Contact No. 011-422- 85- 330, e-mail: sunil@brahmos.com)*** within 4 working days from the date of RFP.

(ii) Prior to preparation of the Techno-Commercial Bid and Price Bid, clarifications regarding the commercial terms be obtained from ***(Mr. Abhishek Panigrahi, Addl. GM (Commercial), BAPL, Delhi. Contact No. 011-422-85-103, e-mail: contracts@brahmos.com*** within 4 working days from the date of RFP.

(e) CLARIFICATION REGARDING CONTENTS OF THE BIDS: During evaluation and comparison of Bids, the Buyer may, at its discretion, ask the Bidder for clarification of his Bids. The request for clarification will be given in writing and no change in prices or substance of the Bids will be sought, offered or permitted. No post-Bid clarification on the initiative of the Bidder will be entertained.

(f) CONDITIONS UNDER WHICH THIS RFP IS ISSUED: This RFP is being issued with no financial commitment. The Buyer reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the procurement case at any stage. The Buyer also reserves the right to disqualify the Bidder, should it be so necessary at any stage without giving any prior notice / intimation.

(g) VALIDITY OF BIDS: The Bids should remain valid till **90 Days** from the last date of submission of the Bids.

PART-II: SCOPE OF WORK

6. Scope of Work: Scope of work includes supply, installation testing and Commissioning (SITC) of 2 Nos 1.5 Torn Split AC with Automatic Changeover Timer/ switch at BAPL, New Delhi.

(a) Detailed list of items with quantities is as tabulated below: -

S. No	Item Description	UOM	Qty
1	1.5 TR Split AC 5 Star with Automatic AC Change over Timer/Switch	Nos.	2
2	Outdoor Stand	Nos.	2
3	Installation Charges	Nos.	2
4	Copper Pipe	Ft.	At Actuals
5	Wire	Ft.	At Actuals
6	Drain Pipe	Ft.	At Actuals
7	Extended Warranty / Comprehensive AMC	4 Years	Complete System

b) Technical Specification of Air Conditioner change Over Timer is as tabulated below: -

1. Latest Micro-Controller based technology
2. Both A/C should work equal time
3. Adjustable Delay time facility, suitable for window, splits, Cassett and Package A/c
4. Time can be set from 1Hrs to 10Hrs
5. Manual override for both AC
6. Compact wall mounted unit
7. 30 AMPS Two Heavy duty relay unit
8. LED/LCD model, digital display model
9. Fully programmable, 12 months OEM warranty plus 4 years Extended Warranty
10. Supply voltage: 230 X AC, 50Hz ± 15%
11. Connector: 30 AMPS Heavy duty
12. Programmable Switches: 1 Nos tactile switch
13. Provision for manual operation of AC1 /AC2
14. LED display to show run AC status set time AC1, AC2 on indication
15. User friendly setting
16. Operating Temperature: 0° Degree to 100°C
17. Shock Proof body
18. Hall mounting with terminal
19. Installation of AC is under vendor scope of work

Note: Further technical details, if required, can be obtained by the Bidders through Pre-Bid clarification.

BrahMos Aerospace Pvt. Ltd. New Delhi

PART-III: EVALUATION CRITERIA OF BIDS

7. 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-VIII. Failure to do so may result in rejection of Bid submitted by the Bidder.

8. Only those Bids will be evaluated, which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially. The bidder, whose price is arrived as lowest as per Evaluation criteria given in this Appendix, will be declared as L-1 bidder by Buyer.

9. 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.

10. 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.

11. 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.



PART-IV: SPECIAL TERMS & CONDITIONS OF RFP

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

12. BANK GUARANTEE / INDEMNITY BOND:

(a) Bank Guarantee (BG) for Advance: Not Applicable.

(b) Bank Guarantee for Performance cum Warranty: Not Applicable.

13. 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.

14. INTELLECTUAL PROPERTY RIGHT (IPR): The rights of Intellectual Property developed under the Contract will be either the property of the Buyer or jointly owned by Buyer and the Seller. The holding of rights of intellectual property will be decided by the Buyer based on the merits of the case. Even where the IPR is jointly held, Buyer will have the marching rights on IPR i.e. the Seller will have to give technical know-how/ design data for production of the item to the designated Agency nominated by Buyer. The Seller will, however, be entitled to license fee/ royalty from the Agency as per agreed terms and conditions. The Seller will also be entitled to use these intellectual properties for their own purpose, which specifically excludes sale or licensing to any third party.

15. PURCHASE PREFERENCE CLAUSE: Purchase preference will be granted as per Public Procurement (Preference to Make in India), Order – 2014 as amended, issued by DPIIT/Ministry of Commerce and Industry.

16. PERMISSIBLE TIME FRAME FOR SUBMISSION OF INVOICE: To claim payment (part or full), the Seller shall submit the bill(s) along with the relevant documents within 15 days from the completion of the activity/ supply.

17. PAYMENT TERMS: Basic PO value will be paid against delivery and installation of items duly certified by DGM (IT & Admin) and **GST will be reimbursed only when the GST claimed in the invoice is matched and credited to BUYER Account in relevant portal of GOI.**

18. INVOICE PREPARATION: All original documents for payments including invoices are to be raised on and submitted to the Buyer's location at BAPL, New Delhi. GSTIN No. for the unit is **07AABCR8269E2Z6** and the same shall be mentioned in all invoices as applicable.

19. PRICE BENCHMARKING CLAUSE: The buyer will carry out benchmarking from available sources of information. The sellers quote most be within the regular offered prices on the available sources.

20. TERMS OF DELIVERY: The delivery of goods shall be on FOR to BAPL, New Delhi.

21. 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.

22. PACKING AND MARKING INSTRUCTIONS: The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. 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. Tags with proper marking shall be fastened to the special equipment, which cannot be packed. The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.

(a) Item Code and Item Description along with other technical details are to be engraved on all type of raw materials, as applicable, being delivered by the Suppliers.

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

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

23. 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.

24. WARRANTY: As per the standard norms given by the OEM.

25. ANNUAL MAINTENANCE CONTRACT: On completion of OEM Warranty period, Complete Systems (AC units including Automatic Switch) will be covered under extended warranty for period the of 4 years.

26. 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.

27. RISK AND EXPENSE PURCHASE: In case Seller fails to honor the contractual obligations within the stipulated delivery period and as amended, Buyer may procure the said contracted goods/services through a fresh supply order/contract and the defaulting Seller has to bear the excess cost incurred, if any.



PART-V: STANDARD TERMS & CONDITIONS OF RFP

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

28. EFFECTIVE DATE OF THE CONTRACT: The date of this Supply Order will be the Effective Date of the Contract. The performance of the Supply Order shall commence from the Effective Date.

29. 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.

30. 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.

31. PENALTY FOR USE OF UNDUE INFLUENCE: The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract or any other contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/ employee of the Buyer or to any other person in a position to influence any officer/ employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

32. 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.

33. AGENTS / AGENCY COMMISSION: The Seller confirms and declares to the Buyer that the Seller has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any contract with the Government of



India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above (i) Prime Lending Rate of State Bank of India for Indian bidders, and (ii) London Inter Bank Offered Rate (LIBOR) for the foreign bidders. The applicable rates on the date of opening of tender shall be considered for this. The Buyer will also have the right to recover any such amount from any contracts in vogue with the Government of India.

OR

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

(a) Name of the Agent

(b) Agency Agreement between the seller and the Agent giving details of their contractual obligation

(c) PAN Number, name and address of bankers in India and abroad in respect of Indian Agent

(d) The nature of services to be rendered by the Agent and

(e) Percentage of Commission payable to the Agent

34. 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.

35. 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.

36. 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.

37. TERMINATION OF CONTRACT: The Buyer shall have the right to terminate the Contract in part or in full in any of the following cases:

(a) The store/service is not received/rendered as per the contracted schedule(s) and the same has not been extended by the Buyer.



OR

The delivery of the store/service is delayed for causes not attributable to Force Majeure for more than __ months after the scheduled date of delivery and the delivery period has not been extended by the Buyer.

(b) The delivery of store/service is delayed due to causes of Force Majeure by more than 06 months provided Force Majeure clause is included in the contract and the delivery period has not been extended by the Buyer.

(c) The Seller is declared bankrupt or becomes insolvent.

(d) The Buyer has noticed that the Seller has violated the provisions of Para 47 (Use of Undue Influence) and/or Para 49 (Employment of Agent) above to obtain the Contract.

(e) As per decision of the Arbitration Tribunal.

38. 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.

39. TAXES AND DUTIES:

(a) Bidders are required to indicate statutory taxes and duties correctly as per the price bid format and no column of taxes and duties has to be left blank. Rate (%) of taxes as applicable are to be filled up with '0' (Zero), 'positive numerical values' or 'Not applicable' in the price bid as asked for in the RFP. If any column of taxes and duties as reflected in RFP is not applicable and intentionally left blank, the reason for the same has to be clearly indicated in the remark's column.

(b) Only GST will be paid extra by the Buyer. The Bidders are required to indicate the unit & total costs of the items/services with and without GST, GST % with HSN/SAC separately as per the format enclosed. GST claimed by the Seller shall be released by the Buyer only after it appears in the Buyer's GST Input Credit Register of GSTIN Online Portal.

40. 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.

41. 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.

42. 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) 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).

(iii) Copy of the Contract and amendments thereon, if any.

(iv) Any other document/ certificate that may be provided for in the Contract.

43. 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

44. 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.

45. 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.

46. FALL CLAUSE: The prices charged for the stores supplied under the agreement by the Seller shall in no event exceed the lowest price at which the Seller sells the items of identical description to any other person/organization during the period till performance of all supply orders placed during the currency of the agreement is completed. If, at any time, during the said period, the Seller reduces the sale price of such stores or sells stores to any other person/organization at a price lower than the price chargeable under the agreement, he shall forthwith notify such reduction or sale to the authority which has concluded the RC/PA; and the price payable under the agreement for the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

47. 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.

48. 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.

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



PART-VI: FORMAT FOR PRICE BID

S. No	Item Description	UOM	Qty	Unit Cost (In Rs.)	Total Cost (In Rs.)	Total Cost (incl. GST)	Remarks
1	1.5 TR Split AC 5 Star with Automatic AC Change over Timer/Switch	Nos.	2				
2	Outdoor Stand	Nos.	2				
3	Installation Charges	Nos.	2				
4	Copper Pipe	Ft.	At Actuals				
5	Wire	Ft.	At Actuals				
6	Drain Pipe	Ft.	At Actuals				
7	Extended Warranty/CAMC for Complete System	Year	4 Years				
	Grand Total						

Note: Quote price should be all inclusive of applicable GST.



PART-VII: COMPLIANCE STATEMENT

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

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

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

