



BrahMos

An India-Russia Joint Venture

# BrahMos Aerospace Private Limited

BrahMos Complex, Adj. to DRDL Rear Gate, Kanchanbagh,  
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RFP No: BM(H)/Mat.Mgmt/RFP/25-26/2039, RFP Date: 11<sup>th</sup> Nov 2025

## REQUEST FOR SUBMISSION OF TECHNO-COMMERCIAL & PRICE BID FOR FABRICATION AND SUPPLY OF FRP/LLDP CONTAINER

Dear Sir/ Madam,

1. BrahMos Aerospace Private Limited, hereinafter referred to as **Buyer**, intends to **procure FRP/LLDP container** 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	:	Standard Terms & Conditions of RFP
PART IV	:	Special Terms & Conditions of RFP
PART V	:	Evaluation Criteria of Bids
PART VI	:	Format of 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**

Capt. Piyush K Khare (Retd.)  
Addl.General Manager (CMM)



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**CIN: U74899DL1995PTC074334**

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**PART-I: GENERAL INFORMATION AND INSTRUCTIONS FOR THE BIDDERS**

1. 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:	S. Srinivasa Rao, General Manager (Materials Management) Kind Attn.: Bibish Thomas Sr. Systems 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: 040-24087239 Email: <a href="mailto:purchasehyd@brahmos.com">purchasehyd@brahmos.com</a>

- (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 **03<sup>rd</sup> Dec 2025, 1100 Hrs.** 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 **Mr. I G Harsha, SM, (AV-M) Hyderabad, 040-24087046** within 06 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 **GM (CMM), Hyderabad, [purchasehyd@brahmos.com](mailto:purchasehyd@brahmos.com) represented by Mr. Bibish Thomas, SSM, Hyderabad, Land No. 040-24087239** within 06 working days from the date of RFP.
- (iii) Un-willingness of the Bidder to participate in Bid may be communicated to GM (CMM), Hyderabad, **[purchasehyd@brahmos.com](mailto:purchasehyd@brahmos.com)** within 06 working days of receipt of RFP.



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- (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.
- (h) **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.
- (i) **RETURN OF DOCUMENTS:** All the BOM / Technical Specification(s) & drawing(s) / CD in encrypted format provided, if any, with this RFQ is (are) **“RESTRICTED” in nature in the interest of National Security and to be returned in as issued condition without any duplication and / or photocopying.**  
The quotations submitted without returning all the technical Specifications & drawings along with technical bid may be rejected and may not be considered for further processing as per the discretion of BrahMos Aerospace.
- (j) **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.
- (k) **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 /

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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.

- (l) **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.
- (m) **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.

**PART-II: SCOPE OF WORK**

**1. SCOPE OF WORK:**

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

Sl. No.	Item Code	Item Description	Qty	UOM	Delivery Period
(i)	105002105000	1304-T-10-00-00, Container for Airborne Launcher	12	Nos	On or before 4 Months from the date of PO

- (b) Delivery location will be either: BAPL, Hyd.
- (c) **Technical Specifications and Drawings should be collected by the T & D, BAPL, Hyderabad against submission of NDA. (NDA Format available at [www.brahmos.com](http://www.brahmos.com))**
- (d) Each container to be supplied with following tools-
- Spanner : 19, 1 per container (One side open, other side ring)
  - Spanner : 24, 1 per container (One side open, other side ring)
  - Spanner : 30, 1 per container (One side open, other side ring)
- (e) Firm Shall have in-house capability for realizing FRP or LLDP Containers.
- (f) Firm shall have experience of supplying custom FRP or LLDP military grade containers to DRDO/BAPL and necessary proof of order/supply to be provided.
- (g) Firm shall have experience of making containers or similar equipment of 6 meter and above.
- (h) Firm to deliver the containers within 4 months from the date of PO.
- (i) Firm to continue to supply and maintenance support BAPL for 10 years from the date





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of warranty

**PART-III: 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.

1. **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. In case a contract is to be signed by both the parties, the Contract shall come into effect on the date of signatures of both the parties on the Contract (Effective Date) or as agreed during negotiations. The performance of the Contract shall commence from the Effective Date of the Contract/Supply Order.
2. **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.
3. **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.
4. **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.
5. **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

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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.

6. **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.
7. **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.
8. **NON-DISCLOSURE OF CONTRACT DOCUMENTS:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the Contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
9. **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.
10. **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 Seller. 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.



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**11. 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 06 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 5 (Use of Undue Influence) and/or Para 7 (Employment of Agent) above to obtain the Contract.

(e) As per decision of the Arbitration Tribunal.

**12. 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 mail, addressed to the last known address of the party to whom it is sent.

**13. 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.

**14. 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 and Seller's representatives. The PRC will be constituted by the competent authority of the Buyer.

**15. MODIFICATIONS (CHANGE IN SCOPE OF WORK), IF ANY:**

(a) Should Buyer desire any modifications or improvements, additions or alterations to the design, drawings, specifications, place of delivery etc., the same shall be carried out by the firm.

(i) Without additional payments: If the modifications or improvements are of minor in nature and are intimated before undertaking of the job as per existing specifications has been carried out.

(ii) On payment of additional Expenses and extension of delivery schedule on mutual agreement, if modifications or improvements are major in nature.



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- (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 contractor.

**16. 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.

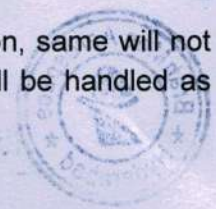
**17. CURRENT MANUFACTURE:** The equipment supplied will be of latest manufacture and will confirm to current production standards including the specified material and its equivalent.

**18. 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.



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19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.



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**25. DOCUMENTS TO BE FURNISHED FOR CLAIMING PAYMENT:** The payment of bills will be made on submission of the following documents by the Seller to the Buyer:

- (a) Ink-signed copy of Invoice.
- (b) Bank Guarantee for Advance, if applicable.
- (c) Performance Warranty Bond, if applicable.
- (d) 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).
- (e) Copy of the Supply Order/Contract and amendments thereon, if any.
- (f) Any other document/ certificate that may be provided for in the Contract.

**26. 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.

**27. 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.

**28. 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



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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.

29. **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.
30. **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.
31. **PROCEDURE FOR COST COMPARISON:** The basis for comparison of cost in different situations would be as follows:
- (a) The financial bids of the qualified bidders will be compared on the basis of price quoted in the price bid format of the RFP/Bid document.
  - (b) The financial comparison should be considered on the basis of FOR destination prices excluding statutory levies, taxes and duties payable on final product.

**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.

**1. BANK GUARANTEE / INDEMNITY BOND:**

- (a) **Bank Guarantee for Performance:** A BG from an Indian nationalized bank OR Axis/HDFC/ICICI/Kotak Bank for 10% of the P.O value valid up to the entire delivery period plus claim period of 03 (Three) months
- (b) **Bank Guarantee for Warranty:** A BG from an Indian nationalized bank OR Axis/HDFC/ICICI/Kotak Bank for 10% of the P.O value valid up to the entire 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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2. **OPTION CLAUSE:** The Contract will have an Option Clause, wherein the Buyer can exercise an option to place a production order 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.
3. **PRICE VALIDITY:** The firm shall supply at same prices, terms and conditions for the above items against production orders placed, if any by BrahMos Aerospace till completion of 12 months from the delivery schedule of the last unit.
4. **TOLERANCE CLAUSE:** To take care of any change in the requirement during the subsequent integration stages, Buyer reserves the right to increase up to 25% of the tendered quantity of the required goods without any change in the terms and conditions and rates quoted by the Seller. While awarding the Contract, the quantity ordered can be increased by the Buyer within this tolerance limit.
5. **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.
6. **PURCHASE PREFERENCE CLAUSE: NOT APPLICABLE**
7. **TRANSFER OF TECHNOLOGY (TOT): NOT APPLICABLE**
8. **PERMISSIBLE TIME FRAME FOR SUBMISSION OF INVOICE:** To claim payment (part or full), the Supplier shall submit the bill(s) along with the relevant documents within 7 working days from the completion of the activity/ supply.
9. **PAYMENT TERMS: Payment Terms:** 100% (including applicable taxes) after delivery and acceptance [Installation & commissioning (if applicable)].
10. **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.

**11. 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.

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

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**13. INDIGENOUS CONTENT:**

- (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., Supplier in the Contract) shall submit a Cost Auditors Certificate for indigenous content in the format as per DAP 2020 after completion of all deliveries. 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 Suppliers.

**14. PRICE VARIATION CLAUSE: NOT APPLICABLE**

- 15. 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.

**16. BUY-BACK: NOT APPLICABLE**

**17. FREE ISSUE MATERIAL: NOT APPLICABLE.**

**18. TERMS OF DELIVERY & DELIVERY SCHEDULE:** The delivery of goods shall be on FOR BAPL, Hyderabad

**19. 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.

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20. **PACKING AND MARKING INSTRUCTIONS:** The Supplier 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 Supplier 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 Supplier's country.
21. **QUALITY & INSPECTION CLAUSE:**
- (a) **YEAR OF PRODUCTION:** The items should be of the latest manufacture and conform to the current production standards. The equipment shall have a minimum residual service life of 15 years at the time of acceptance.
  - (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) **QA DOCUMENTATION:** The Supplier shall submit all the QA records mentioned in the QAP/TS Documents, Standard of Preparation (SoP) and Technical Drawings in digital form (DVD) along with each Item Passport.
22. **INSPECTION & ACCEPTANCE: BY INSPECTION AGENCY:** Inspection at production/acceptance stage will be carried out by BAPL QC or their nominated/delegated Inspection Agency at the Supplier's premises. Issue of Inspection Note (I-Note) by the Inspection Agency will be the essential condition for acceptance of item (finished product) by the Buyer. The Buyer will constitute an acceptance team to accept the delivery of all items under this order as and when the items are ready. Post acceptance, Certificate of Acceptance / Certificate of Completion to that effect will be issued by the Buyer to the Supplier 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 Supplier for making good the deficiencies or replace the defective item(s) within a mutually agreed period without prejudice to the warranty period.
- (e) **RECORD OF QUALITY RELATED DOCUMENTS:** To be maintained for a minimum period of 15 yrs.
  - (f) **TESTING:** Carrying out all the tests (including Destructive Testing) as specified in the Technical Specification/ ATP documents shall be the responsibility of the Supplier.
23. **WARRANTY:** The Supplier 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.



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The Supplier 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 Supplier 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. In cases of procurement of software, Supplier shall issue/provide upgrades of the software free of cost during the warranty period.

24. **PRODUCT SUPPORT:** The Supplier agrees to provide product support for the stores, assemblies/ subassemblies, fitment items, spares and consumables, Special Maintenance Tools (SMT)/Special Test Equipment (STE) for a minimum period of 15 years including 2 years of warranty period after the delivery. In the event of any obsolescence during the said period of product support in respect of any component or sub-system, mutual consultation between the Seller and Buyer will be undertaken to arrive at an acceptable solution including additional cost, if any.
25. **ANNUAL MAINTENANCE CONTRACT (AMC): NOT APPLICABLE**
26. **TECHNICAL DOCUMENTATION: NOT APPLICABLE**
27. **TRAINING OF MANPOWER: NOT APPLICABLE**
28. **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 Hyderabad.
29. **SUPPORT DURING JOINT RECEIPT INSPECTION (JRI):** The Seller shall carry out periodic maintenance during warranty period as per maintenance schedule provided in user manual/driver's manual. The Seller has to provide the list of such items to be utilized for maintenance during the integration of mounted equipment at Buyer/its vendor's premises, prior to delivery to end user. The JRI support (at the time of delivery to the end user) will be a part of the scope of the Seller.

**PART-V: EVALUATION CRITERIA OF BIDS**

1. 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 and Part VI 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.
2. 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.

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3. **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.
4. **EVALUATION OF PRICE BID:** 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.

**PART-VII: PRICE BID FORMAT**

Sl. No.	Description	Qty.	Unit Cost	Total Cost	Rate of GST	Total Cost (incl. GST)	Remarks
A	Cost of Basic Item						
B	Cost of Design & Development						
C	Any other cost (to be specified).						
D	<b>Total Cost</b> (Total of Serial A to C)	# This will be used in determining L-1 Supplier					





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**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*

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

- 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.



(Capt. Piyush K Khare (Retd.))  
Addl. General Manager (CMM)