

REQUEST FOR QUOTATION (RFQ)
SUBMISSION OF TECHNO-COMMERCIAL & PRICE BID FOR COMPREHENSIVE ANNUAL
MAINTENANCE CONTRACT (CAMC) OF IT INFRASTRUCTURE (INCLUDING LAN NETWORK)
AND CCTV SURVEILLANCE SYSTEMS

1. BrahMos Aerospace Private Limited, Nagpur hereinafter referred to as **Buyer**, intends to procure Comprehensive Annual Maintenance Contract (CAMC) Services for **IT Infrastructure (Including LAN Network) and CCTV Surveillance Systems** and seek participation 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 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

(Authorized Signatory)

PART-I: GENERAL INFORMATION AND INSTRUCTIONS FOR THE BIDDERS

(The terms & conditions will be amended or additional terms & conditions, if required, will be included in the RFP as decided by the competent authority)

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:	Plant Head (Nagpur), Kind Attn: - Mr Rajneesh Tripathi, DGM (HR, Adm. & IT)
Postal address for sending the Bids	BrahMos Aerospace Pvt. Ltd., DRDO, PJ-10 Complex, Wardha Road, KM 22, Vill – Bothli, PO – Butibori, Nagpur – 441108 (Maharashtra)
Contact Nos. & E-mail	Contact No – 07103-282803 / 870 Email: Rajneesh.tripathi@brahmos.com / Subham.mishra@brahmos.com ; muralikrishna@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 **30 November 2025, (05:00 PM)**. 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 NEFT 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. Bidder shall also include the following documents:

- Confirmation of their acceptance of the Standard Terms & Conditions of the RFP mentioned below (refer **Part-VII**).
- Unconditional acceptance of all tender terms and conditions of RFP as per **Appendix –A** to be submitted by BIDDER.
- Past experience.** Past experience Minimum two years' experience out of last three years (i.e. 2022-23, 2023-24 and 2024-25) for CAMC of tendered items or IT Hardware & Software. Copies of relevant and authenticated documents (indent/supply orders/contract documents and completion cert from the buyer etc) supporting the same issued by the Department of Central Government/ State Government or Public Sector Unit, where the bidder has successfully completed the delivery.
- Performance Cert.** Past performance certificate issued by Army/Central Paramilitary Forces/Central Govt/State Govt Departments/PSUs/DPSUs/Public Sector Banks for last 3 years for supply of tendered items or IT Hardware & Software for personnel of Army/Central Para Military Forces/Central Govt/State Govt departments/PSUs/DPSUs/Public Sector Banks must be submitted. Past performance value must be equal to 40% or more than the value of the bid tender in last one years out of three years. Past experience value will be considered for contract awarded in a single year only and not by counting two or more years. However, multiple contracts within any one year may be counted. Completion certificate duly issued by the employer must be submitted. Bids of all those firms whose performance is judged as 'Not Satisfactory' or 'Below Satisfactory' level are liable to be rejected. For MSME/SME bidders, past performance is relaxed to 30% of the value of the tender in any one year out of last three years will be considered in view of proven credentials. Relevant and

- authenticated documents supporting the performance/experience issued by the department concerned where the bidder has made the supply is required to be submitted to Buyer as and when called for, by the competent authority for necessary verification. Bids without supporting documents are liable to be rejected.
- (v) **Annual turnover:** Average Annual Turnover of last three financial years duly audited by a licensed Chartered Accountant. The average annual turnover should be at least 50% of the value of the bid assessment done by the bidder or more than that. For MSME/SME average annual turnover is relaxed to 40% of the value of the contract in one financial year out of last three financial years.
 - (vi) **UDYOG AADHAR No. for MSME:** UDYAM Certificate printed on or after 01 April 2024 to be clearly indicated along with supporting documents for MSME/SME (i.e MSME/SME registration certificate) should be uploaded along with the tender.
 - (vii) Ministry of MSME have clarified that all Central Ministries/Departments/Central Public Sector Undertakings may relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises in all public procurements subject to meeting of quality and technical specifications. **Exceptions for MSMEs/ SMEs can be accepted only if the MSME/SME is registered with tendered items and the validity of their registration as MSMEs should not be expired till opening of Tech Bid.**
 - (viii) **PAN Card Number** along with clear and legible photocopy (**Self attested**). (refer Appendix-B).
 - (ix) **Photocopy of GST registration certificate clearly specifying the name of the firm/proprietor and GST registration number. Self-attested. (refer Appendix-B)**
 - (x) All bidders are required to submit **non-blacklisting** certificate as **per Appendix 'C'** attached with the RFP along with technical bid documents. (**Self-Attested**)
 - (xi) Other relevant documents, which the Bidder wishes to submit.

(d) PRE-BID CLARIFICATION:

- (i) Prior to preparation of the Techno-Commercial Bid, clarifications regarding the technical terms & conditions be obtained from the **Mr. Rajneesh Tripathi, DGM (IT), 07103-282803, BrahMos Aerospace, Nagpur Email: Rajneesh.tripathi@brahmos.com** within 07 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. Kaustubh Kulkarni, SM (MM), 07103-282703, BrahMos Aerospace, Nagpur Email: kaustubh.kulkarni@brahmos.com** within 07 working days from the date of RFP.
 - (iii) Bidder must visit onsite for actual assessment work before submission of Techno Commercial Proposal. **Physical visit onsite one of the pre-requisite criteria for TCEC qualifications of the bidder.**
- (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

(The terms & conditions will be amended or additional terms & conditions, if required, will be included in the RFP as decided by the competent authority)

6. This section will include the Comprehensive Annual Maintenance Contract (CAMC) Services for **IT Infrastructure (Including Lan Network) And CCTV Surveillance Systems:**

- (A) Detailed list of items with quantities / complete scope of work as attached Enclosure – I.

PART-III: EVALUATION CRITERIA OF BIDS

(The terms & conditions will be amended or additional terms & conditions, if required, will be included in the RFP as decided by the competent authority)

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 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.

- (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 terms & conditions will be amended or additional terms & conditions, if required, will be included in the RFP as decided by the competent authority)

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. STATEMENT OF WORK

A Customer Support Managers(CSMs)/Team should be positioned at the Vendor's Office in order to ensure preventive and corrective measures as per the scope of work under CAMC & SLA, during the entire period of the contract. The CSM shall be single point of contact for all queries to the equipment's under CAMC. Throughout the CAMC period, the CSM shall be responsible to the BAPL for conducting/coordinating the following activities which are designated as the Vendor's responsibilities:

- (a) CAMC includes Servicing, Repairing & Replacement, Preventive maintenance. Minor & major repair/overhauling, spares, stores, consumables, fitting, fixing, parts, etc. of all equipment & installation under CAMC.
- (b) The cost of tentative consumables is inclusive in the estimated cost; Vendor is instructed to consider the replacement of these items as per actual requirement to keep the entire system functional for the entire period of contract agreement.
- (c) All spare parts and material must be arranged by the vendor free of cost as contractual part of CAMC. Vendor to be ensure that these items shall be genuine and the same make and type as installed wherever applicable and minimum quantity of spares, stores, parts, consumable and material for routine maintenance must be kept at site all the time during entire period of contract agreement to minimize the time of maintenance and keep the system functional. The vendor has to keep all equipment well maintained for the work so as to give proper output as all times.
- (d) The spare/consumables required to be procured from proprietary or OEM and must be supplied through proprietary or OEM only.
- (e) From operational requirement and to monitor the day to day operation of the systems during Repair and CAMC period (One Year), vendor will be deploy 02(Two) personnel at location as per following details.

SI No	System	Total Manpower	Location
1	IT Infrastructure (Including LAN Network)	02(Two) technical personnel will be deputed by the vendor at BAPL Nagpur Site.	BAPL Nagpur
2	CCTV Surveillance Systems		

NOTE: The personnel, which will be deployed at site must be trained, qualified, experienced and able to smoothly-carry out the jobs and must possess all kind of security clearance. The Technical Staff shall have thorough knowledge of safety precautions during emergency cases and also conversant with rules / regulations.

- (f) **FREQUENCY OF MAINTENANCE:** The Buyer shall carry out the maintenance services at the frequency detailed in **maintenance schedule** & as per guideline of

OEM maintenance manual. The frequency may be increased depending up on requirement at site.

- (g) **BREAK DOWN MAINTENANCE:** The vendor shall also undertake to provide comprehensive breakdown service whereby qualified technicians shall attend to each breakdown according to given time lines. Any faulty equipment or components shall be quickly replaced.
- (h) Every year four (04) preventive maintenances will be carried out by trained professionals on quarterly basis. Quarterly preventive maintenance visits will be provided to maintain, adjust and test the equipment as required.
- (i) For every visit covered under maintenance, the person deputed by service provider shall make a service report, which will be signed by representative of both the parties and each party will retain one copy of such report. Vendor shall maintain the logbook of each equipment and submit the monthly report of each equipment to end User/BAPL Nagpur.
- (j) Maximum time for **carrying out running repair will be 3 days** from the time of intimation. Any repair/replacement of high-end equipment will be done within 15 days.
- (k) **INSPECTION:** The repairable shall be inspected as per the laid down specifications, basically to ensure the items are form fit to function. The vendor shall initiate joint inspection by its specialist technical team in the presence of BAPL Nagpur/User representative. Vendor shall furnish a joint rectification certificate that repairable conform to the specifications.
- (l) While bringing the equipment inside site area by the vendor, necessary for execution of the work, the vendor shall get them verified through the representative nominated by User and security at the time of commencement of the work. Vendor shall keep such verified list of equipment in records. The gate pass shall be issued to the vendor in respect of that equipment which have been verified in the list. to enable him to take back his equipment after completion of work.
- (m) Prior to a specific item becoming obsolete, the vendor will constantly research and implement better performing components and identify replacement items, in case an item becomes obsolete. The vendor shall be responsible to test, integrate and to approve any alternatives for system components suggested by the vendor/its Sub-contractors and to provide BAPL Nagpur a replacement proposal. In case, BAPL Nagpur does not approve the proposal, the vendor shall continue to provide maintenance for the existing system.

13. OPERATION AND CARE OF EQUIPMENT:

- (a) The vendor shall operate the equipment strictly according to the instructions in the operating manual/relevant documents of the equipment. Vendor shall ensure that the equipment's are housed and stored as per the laid down conditions mentioned in the technical literatures.
- (b) The vendor shall carry out routine maintenance, preventive maintenance and all repairs, as the case may be, of the equipment. Records of such maintenance will be maintained by the vendor. Qualified and trained personnel will maintain the equipment using the material meeting the requisite specifications.

- (c) **SETTLING ANY QUERY:** The vendor shall settle any query as raised from time to time by End User/BAPL. The vendor has to provide a dedicated telephone number or any contact system to lodge a complaint by End User/BAPL. The vendor also has to provide a docket number (Defect Report Form (DRF) Number) which will be generated on successful lodging of any complaint by End User/BAPL for future reference.
- (d) **LIABILITY TO DAMAGES:** The vendor at his own cost, shall make good all the damages, losses, burns out etc. which have occurred on account of faulty operation, inadequate preventive maintenance and/or mishandling of an equipment. The decision of BAPL Nagpur in this regard shall be final and binding.

14. RESPONSIBILITY OF THE VENDOR AT END OF THE CONTRACT PERIOD:

- (a) All equipment taken for maintenance during the contract period shall be handed over back to End User in good working condition.
- (b) Any equipment taken outside for repair from Campus shall be handed over in good working condition well before the end date of contract.
- (c) Passes issued by End User to the Vendor's employees if any shall be handed over to End User representative.
- (d) In case any equipment not handed over to End User in good working condition, then BAPL Nagpur would get them repaired/procured on its own from other sources at the risk & cost of the Vendor and the cost (along with 20% extra Charge) incurred shall be deducted from any payment due to him.

15. ASSISTANCE FROM BAPL NAGPUR/USER: BAPL Nagpur/User will provide the following facility/assistance during the execution of Contract:

- (a) BAPL Nagpur/User shall provide timely security clearance for the vendor personnel.
- (b) SMTs/STEs/Tools supplied to BAPL Nagpur/User along with the main equipment, if available, shall be provided to the vendor for carrying out the repairs as per the scope of work of CAMC.
- (c) Storage place for the vendor's stores kept on-site.
- (d) The time duration for which the equipment/items are not handed over to the vendor by BAPL Nagpur/User for carrying out repair/rectification as per the scope of CAMC shall not be considered as down time.
- (e) Free accessibility to all areas for vendor service personnel wherever and whenever their services are required.
- (f) Necessary Power point for carrying servicing, test and repairs.
- (g) Electricity and water required for carrying out the work shall be supplied by the End User free of any charges.

16. BANK GUARANTEE / INDEMNITY BOND:

- (a) Bank Guarantee for Performance: A BG from an Indian nationalized bank OR Axis/HDFC/ICICI/Kotak Bank for 10 (Ten) % of the P.O value valid up to the entire Contract period plus claim period of 03 (Three) months. Company's Indemnity Bond shall be submitted by the Public Sector Units in lieu of BG. PBG to be submitted within 15 (Fifteen) Days from PO (Purchase Order) Date.

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 Quarter.

18. PAYMENT TERMS: Total (100%) amount of One year CAMC will be divided in four quarterly instalments and amount will be paid on completion of every three months. 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 may be utilized for L-1 determination.

19. INVOICE PREPARATION: All original documents for payments including invoices are to be raised on and submitted to the Buyer's location at BrahMos Aerospace, Nagpur. GSTIN No. for the unit is 27AABRC8269E1Z5 and the same shall be mentioned in all invoices as applicable.

20. 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.

21. 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.

22. INSPECTION & ACCEPTANCE: BrahMos Aerospace will be the inspection Agency for this contract. Materials/Services will be checked and accepted by BrahMos after delivery/ installation at our site. Items/ services not found as per requirement will be rejected by BAPL.

23. 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.

PART-V: STANDARD TERMS & CONDITIONS OF RFP

(The terms & conditions will be amended or additional terms & conditions, if required, will be included in the RFP as decided by the competent authority)

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.

24. 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.

- 25. 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.
- 26. 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.
- 27. 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 Nagpur, India.
- 28. 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.
- 29. 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.
- 30. 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

- 31. 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.
- 32. 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.
- 33. 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).
- 34. 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 2 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 03 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) As per decision of the Arbitration Tribunal.

35. 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.

36. 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.

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

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

38. SECRECY: Any Information of classified nature obtained, acquired during the manufacture, test and trials 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.

39. 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.

40. TAXES AND DUTIES:

- (a) Bidders are required to indicate statutory taxes and duties correctly as per the price bid format and no column of taxes and duties has to be left blank. Rate (%) of taxes as applicable are to be filled up with '0' (Zero), 'positive numerical values' or 'Not applicable' in the price bid as asked for in the RFP. If any column of taxes and duties as reflected in RFP is not applicable and intentionally left blank, the reason for the same has to be clearly indicated in the remarks column.
- (b) Only GST will be paid extra by the Buyer. The Bidders are required to indicate the unit & total costs of the items/services with and without GST, GST % with HSN/SAC separately as per the

format enclosed. GST claimed by the Seller shall be released by the Buyer only after it appears in the Buyer's GST Input Credit Register of GSTIN Online Portal.

- 41. 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.
- 42. 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.
- 43. DOCUMENTS TO BE FURNISHED FOR CLAIMING PAYMENT:**
- (a) The payment of bills will be made on submission of the following documents by the Seller to the Buyer:
 - (i) Ink-signed copy of Invoice.
 - (ii) Bank Guarantee for Advance, if applicable.
 - (iii) Performance Warranty Bond/ Indemnity Bond, if applicable.
 - (iv) Details for electronic payment viz. Bank name, Branch name and address, Account Number, IFS Code, MICR Number (if these details are not already incorporated in the Contract).
 - (v) Copy of the Contract and amendments thereon, if any.
 - (vi) Any other document/ certificate that may be provided for in 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. 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.
- 47. 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.
- 48. 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.
- 49. 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.

- 50. 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.
- 51. 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.
- 52. AUDIT OF STORES:** All products and records are subjected to audit by Brahmos Aerospace at any juncture during production at Seller's premises or after receipt at BrahMos Aerospace, Nagpur

PART-VI: FORMAT FOR PRICE BID

(The terms & conditions will be amended or additional terms & conditions, if required, will be included in the RFP as decided by the competent authority)

Sl. No.	Description	Qty.	Unit Cost	Total Cost	Rate of GST	Total Cost (incl. GST)	Remarks
A	Comprehensive CAMC for IT Infrastructure (Including LAN Network) and CCTV Surveillance Systems. Full break-up details may be given by Seller.	1					
B	On-Site Support Engineer (Payment as per Central Wages Act)	2					
C	Any other cost (to be specified).						
Total Cost							

NOTE:

- PRICE BID SHOULD ONLY CONTAIN **ONLY PRICE DETAILS** AS PER ABOVE FORMAT AND NEEDS TO BE SUBMITTED IN SEPARATE SEALED ENVELOPE (WITH CLEARLY MENTIONING "PRICE BID", "COMPANIES NAME", AND RFP NO. OVER THE PRICE BID ENVELOPE).
- ALL OTHER TERMS AND CONDITIONS, CERTIFICATES, COMPLIANCE TABLE, ENCLOSURE REQUIRED AS PER RFP, NEEDS TO BE SUBMITTED WITH TECHNO-COMMERCIAL BID.

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.**

APPENDIX -A

(Refer para 5 of Part -I of RFP)

ACCEPTANCE OF TERMS & CONDITIONS OF TENDER

(To be given on Company Letter Head)

To,
Plant Head,
M/s BrahMos Aerospace Pvt. Ltd,
Nagpur

ACCEPTANCE OF TERMS & CONDITIONS OF TENDER

Tender Reference No. _____

Name of Tender: _____

Dear Sir,

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

_____ as per your advertisement / RFP, given above.

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

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

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

APPENDIX-B

ELECTRONIC PAYMENT SYSTEM MANDATE FORM

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

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

(Signature of the Bidder, with Official Seal)

Date:

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

Bank Stamp:

Date:

(Signature of Authorized Official from the Bank)

APPENDIX-C

(Refer para 05 of RFP)

NON BLACK LISTING CERTIFICATE

(To be given on Company Letter Head)

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

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

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

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

Company Seal

(Authorised Signatory of Company)

Place:

Dated:

Signature of Bidder & Stamp