



BrahMos Aerospace Private Limited

an India-Russia Joint Venture

BrahMos

BMC/OTE/25-26/GSTCon

10 Dec 2025

INVITATION OF BIDS FOR ENGAGEMENT OF GST CONSULTANT

REQUEST FOR PROPOSAL (RFP) No. BMC/OTE/25-26/GSTCon dt 10 Dec 2025

1. Bids in sealed cover under **Two-Bid System** are hereby invited by BrahMos Aerospace Pvt Ltd from consultants of repute and proven track record who meet the eligibility criteria given in the Part-II of this RFP for providing consultancy services / knowledge for GST. The Tender document can be downloaded from BrahMos website <https://www.brahmos.com/procurements>.

2. The address and contact numbers for sending Bids is given below:

- (a) Bids to be addressed to: Abhishek Panigrahi
AGM (Commercial)
- (b) Postal address for sending the Bids: BrahMos Aerospace Pvt. Ltd.
16, Cariappa Marg, Kirby Place,
Delhi Cantt, New Delhi-110010
(referred as Buyer)
- (c) Contact Nos.: Tel: 011-42285103, 011-42285330
Email: sunilbhatia@brahmoss.com
contracts@brahmoss.com

3. This RFP is divided into 5 Parts as follows:

- PART I : General Information
PART II : Essential Details of Items/Services required
PART III : Standard Terms & Conditions of RFP
PART IV: Special Conditions of RFP
PART V : Evaluation Criteria & Price Bid issues



Regd. Office : 16, Cariappa Marg,
Kirby Place, Delhi Cantt.,
New Delhi - 1100 10 INDIA
CIN-U74899DL1995PTC074334
Phone : 91-11-42285000
Fax : 91-11-42285007

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

PART I – General Information

4. **Last date and time for depositing the Bids:** The sealed Bids under **Two-Bid system (Techno-Commercial in one Bid & Price in separate Bid)** should reach at the above given address through post / in person latest by **02 Jan 2026, 1100 Hrs.** The responsibility to ensure this lies with the Bidder. **Early submission of the Bids is acceptable to the Buyer.**
5. **Manner of depositing the Bids:** Sealed Bids consisting of separate sealed Techno-Commercial Bid & Price Bid to be put in a single envelope with the 'Proforma format', as enclosed, pasted on top, should be dropped in the Tender Box marked as **TENDER BOX NO. 1** so as to reach by the due date and time. Late tenders will not be considered.
6. **Location of the Tender Box:** Tender Box is placed in front of Reception area of BrahMos Aerospace HQ, New Delhi. **Only those Bids that are found in the tender box will be considered and opened.** Bids dropped in the wrong Tender Box will be rendered invalid.
7. **Forwarding of Bids:** Bids forwarded by the Bidder shall also include the following documents along with the technical bid, failing which, bids are liable to be rejected: -
- (a) Confirmation of their acceptance of the Standard Terms & Conditions of the RFP mentioned below (refer **Appendix-A**).
 - (b) An unconditional acceptance of all tender terms and conditions of RFP as per **Appendix –B** to be submitted by BIDDER.
 - (c) **PAN Card Number** along with clear and legible photocopy (**Self attested**). (refer **Appendix-C**).
 - (d) Year of establishment and constitution (Copy of Constitution/Incorporation Certificate of the applicant).
 - (e) Location of Registered office /Corporate office and address self-declaration in format and GST Registration Certificate **Self-attested**. (refer **Appendix-C**) if applicable
 - (f) Description of business and business background Service Profile & client profile Domestic & International presence Alliance and joint ventures
 - (g) Number of Qualified CA Partners./ Professional partners details their off if applicable.
 - (h) Experience in attending and representing legal litigation up to the level of Tribunal /CESTAT
 - (i) The bidder should submit Income Tax Return of last three years or partners income tax returns. In case of exemption of ITR. The scanned copy of document in support of exemption will have to be uploaded by the bidder along with technical bid, failing which tender is liable to be rejected (**Self attested**).
 - (j) A **latest Power of Attorney** in original (not more than two years old) under oath by Oath Commissioner/First Class Magistrate or equivalent (if the tender is not signed by the actual tenderer or the tender is submitted on behalf of a firm) and signature (s) of the signatory (ies) in the tender **duly attested by a Class – I Gazetted Officer or Class-I Magistrate/Notary**.
 - (k) All bidders are required to submit **Non-Blacklisting** certificate as per Appendix 'D' attached with the RFP along with technical bid documents. (**Self Attested**)



(I) Other relevant documents, which the Bidder wishes to submit.

8. Pre-Bid clarification:

(a) For clarification of doubts of the bidders related to this RFP, BUYER intends to hold a **Pre-Bid Meeting** which may be attended by the authorized representatives of the Bidders interested to respond to this RFP via video conference.

(b) **Bidder requiring any clarification on RFP may notify the Buyer by e-mail on sunilbhatia@brahmos.com with a copy to contracts@brahmos.com within 07 working days from the date of RFP.**

(c) It may be noted that non-receipt of reply to the queries raised by an interested entity shall not be accepted as a valid reason for non-submission of offer or delayed submission.

(d) No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.

(e) Queries received after the scheduled date and time will not be responded/acted upon.

9. Modification and Withdrawal of Bids: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by e-mail but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid maybe withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified.

10. 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.**

11. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected.

12. Validity of Bids: The Bids should remain valid till **3 months** from the last date of submission of the Bids.

13. Bid Security Declaration. Not Applicable

14. 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.



PART II – Essential Details of Items/Services required

15. Overview of BrahMos Aerospace: BrahMos Aerospace is an Indo-Russian aerospace and defence corporation that designs, develops and produces BrahMos supersonic cruise missile system. Established in 1998, it is a joint venture (JV) between Indian's Defence Research and Development Organization (DRDO) and Russia's NPO Mashinostroyenia (NPOM). The company currently operates at four main work centers, namely at Hyderabad, Nagpur, Pilani and Lucknow, with the Headquarter located at New Delhi. All facilities, including the Headquarter are registered under GST, each falling under the Central or State jurisdiction depending on the location. The Buyer is in the process of engagement of consultant for periodic compliances, advisory & legal services relating to Goods and Service Tax (GST). Accordingly eligible Bidders are invited for participation in the RFP process. Hereinafter, it is referred as the Company.

16. About RFP: This Request for Proposal (RFP) has been issued by COMPANY hereafter referred as Buyer, for Engagement of Consultant for Periodic Compliances, Advisory & Legal Services relating to Goods & Service Tax (GST), Indian Customs Act, FEMA. In order to meet the consultancy requirements, the Buyer proposes to invite Bids from eligible Bidders as per details/scope of work mentioned in this RFP. The interested Bidders who agree to all the Terms & Conditions contained in this RFP may submit their Bids with the information desired in this RFP. Address for submission of Bids, contact details including email address for sending communications are given in Part-I of this RFP.

17. BIDDER'S ELIGIBILITY: THE BIDDER MUST HAVE RETIRED FROM THE RANK OF COMMISSIONER GST AND ABOVE. AND MUST BE A VALID PRACTITIONER AS ON DATE OF APPLYING FOR THIS BID.

18. Overview of GST: The Goods and Services Tax (GST), has replaced the State VAT, Central Excise, Service Tax and a few other indirect taxes, is a broad-based, single, comprehensive tax levied on goods and services. It is levied at every stage of the production distribution chain by giving the benefit of Input Tax Credit (ITC) of the tax remitted at previous stages. GST is a destination-based taxation system, where tax is levied on final consumption. The GST is a dual tax with levy by both Central and State tax administrations on the same base.

19. Overview of Customs Duty:

The Customs Act, 1962 is the primary Indian legislation for the levy and collection of customs duty on goods imported into or exported from the country. It provides the legal framework for customs procedures, prohibits smuggling, regulates trade and protects domestic industry by providing powers to levy duties and enforce rules on international trade.

The Customs Tariff Act, 1975 is an Indian law that governs the levy and collection of customs duties on goods imported into or exported from India. It establishes a classification system for goods, aligned with the international Harmonized System of Nomenclature (HSN), to determine the applicable import or export duty rates. The Act includes schedules for import duties and export duties and provide rules for valuation and the assessment and collection of these duties.

20. Overview of FEMA (Optional):

The term FEMA 1999 primarily refers to the Foreign Exchange Management Act, 1999, an act of the Indian Parliament that replaced the strict Foreign Exchange Regulation Act (FERA) of 1973.

21. Objective of the RFP: The purpose of COMPANY behind this RFP is to seek a detailed techno-commercial proposal and price bid for hiring of consultant as desired in this RFP. Interested Bidders are advised to go through the entire RFP before submission of Bid to avoid any chance of elimination. The eligible Bidders desirous of providing Services to COMPANY are



invited to submit their techno-commercial proposal and price bid in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Buyer's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide the proposed Services adhering to Buyer's requirements outlined in this RFP.

22. Scope of Work

1. Tax Consultancy

- (i) To provide clarification / opinion on queries raised from time to time in respect of provisions of GST, Custom Law, FTP including Handbook of Procedures etc.
- (ii) To provide guidelines for internal checks and balances (including Do's and Don'ts / FAQs) relating to various GST aspect.
- (iii) Assisting in GST planning such as optimizing GST ITC and Output Tax, identifying potential risks and suggesting improvement in existing practices/ procedures including contractual clauses, operating structure and business transactions with respect to Indirect Taxation and its accounting aspect.

2. Regular updation of changes in GST Law, Customs Law, FTP including Hand Book of Procedures by Government, including case laws and advance rulings etc. Further, its impact on COMPANY operations, if any, to be analyzed and submitted and appeared before GST Authorities in response to the issues raised on Brahmos Aerospace Pvt Ltd., by the Tax authorities.

3. Identification of Issues to be represented to Government. Consultant to suggest areas of concern and assist where the issue is required to be represented to Government for changes in GST Law, Customs Law, Foreign Trade Policy including Hand Book of Procedure, including interpretational issues.

4. Training in GST Law. To provide training and monthly interaction with officers concerned

5. Identification of issues to be represented to Government. Consultant to suggest areas of concerns and assist where the issue is required to be represented to Government for changes in indirect Tax Law etc., including interpretational issues.

6. Analysis of the "The Taxation Laws Ordinance, Bill & Act along with relevant Notification / Circulars etc. issued by the Government of India from time to time and also advising of its impact under different scenarios.

7. Legal Services : Notice Enquiry Audits / Appeals / Assessment Proceedings

- (i) Drafting and replying / communications to various letters, enquiries and demand cum show-cause notices received by the Buyer in relation to indirect taxation matters along with annexures mentioned in the draft replies must be provided sufficiently before the due date of submission;
- (ii) Drafting and filing replies in all indirect tax related cases before all the Departmental/Appellate authorities on behalf of the Buyer, provide draft replies along with annexures at least 10 working days before the due date;



- (iii) Represent the Buyer before the Customs/ GST authorities in connection with the assessment proceedings, resolution of issues raised by them and related matters;
- (iv) Provide opinion / draft replies on the issues raised in various Audits conducted by various regulatory Authorities viz. Central Excise Revenue Audit (CERA), Service Tax / GST Department, CAG, DGCEI/ DGGI (Directorate General of GST Intelligences) , Anti-evasion
- (v) The consultant will appear before CESTAT / other Appellate Tribunal on behalf of Buyer.
- (vi) The Consultant will brief and assist the Counsel for appearing before High Court and Supreme Court. If represents on his own separate charges as mutually agreed will be paid.
- (vii) Drafting brief for opinion for obtaining advices from senior legal counsels who are not in Buyer's panel;
- (viii) Advising in cases where refund becomes due, drafting for filing of refund applications, maintaining case files of refund cases and follow up to complete the refund process;
- (ix) Review of orders passed by the various revenue authorities, preparation of suitable responses and detailed computation of interest levied and granted by the assessing officer/s;
- (x) Review of tax orders passed by the High Court or Supreme Court for various assessment years.

23. **Content of the Bid Document:**

- (a) The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- (b) Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Buyer has made considerable RFP for selection of Consultant effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- (c) The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Buyer and supporting documents and printed literature shall be submitted in English.
- (d) The information provided by the Bidders in response to this RFP will become the property of the Buyer and will not be returned. Incomplete information in Bid document may lead to non consideration of the proposal.



PART III –STANDARD TERMS & CONDITIONS

The Bidder is required to give confirmation of their acceptance of the Standard Terms & Conditions of the RFP mentioned below (refer **Appendix-A**) 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. **Failure to do so may result in rejection of the Bid submitted by the Bidder.**

24. Law: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

25. Effective Date of the Contract: The contract shall come into effect on the date of placement of Purchase Order and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies shall commence from the effective date of the contract.

26. Arbitration: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration.

27. Penalty for use of Undue influence: The Seller shall undertake 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 Contracts or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Buyer. Any breach of the aforesaid undertaking by the Seller or any one 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 any one employed by him or acting on his behalf, as defined in the Bhartiya Nyaya Sanhita (BNS), 2023 or the Prevention of Corruption Act, 1988 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.

28. 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.

29. Termination of Contract: The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than **02 months** after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent
- (c) The delivery of material is delayed due to causes of Force Majeure by more than **02 months** provided Force Majeure clause is included in contract.
- (d) As per decision of the Arbitration.



30. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/ airmail, addressed to the last known address of the party to whom it is sent.

31. **Transfer and Sub-letting:** The Seller shall have 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 present Contract or any part thereof.

32. **CONFIDENTIALITY:**

(a) All product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the Consultant or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Consultant irrevocably agrees and undertakes and ensures that the Consultant and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of Buyer nor shall use or allow to be used any information other than as may be necessary for the due performance by the Consultant of its obligations hereunder.

(b) The Consultant shall not make or retain any copies or record of any Confidential Information submitted by Buyer other than as may be required for the performance of the Consultant obligation under this Agreement.

(c) The Consultant shall notify Buyer promptly of any unauthorized or improper use or disclosure of the Confidential Information. The consultant shall indemnify to the Buyer of any losses/ damages, etc. by whatsoever nomenclature it is called, caused because of unauthorized or improper use or disclosure of the confidential information by the Consultant or its agent, employee, officer, associate, etc.

(d) The Consultant shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also, so far as it is practicable, the Consultant shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Consultant or its affiliates.

(e) The Consultant shall to the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries that these aforementioned requirements have been fully complied with.

(f) The Consultant hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by Buyer under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing any of its obligations under this Agreement.

(g) It shall be the incumbent duty of the Consultant to undertake not to disclose any business related information of Buyer of India to any third person and the Consultant shall keep all knowledge of the business activities and affairs of Buyer strictly confidential and also to ensure that neither the Consultant nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of Buyer.

(h) However, the confidential information will not be limited to the information mentioned above but not include the following as confidential information:

(i) Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;

(j) Prior to the disclosure by Buyer was known to or in the possession of the Consultant at the time of disclosure;

(k) Was disclosed or parted with the prior consent of Buyer;



- (l) Was acquired by the Consultant from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from Buyer.
- (m) The Consultant agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
- (n) Notwithstanding above Buyer shall take all the reasonable care to protect all the confidential information of consultant which is communicated to or come to the knowledge of Buyer during performance of the services.
- (o) The provisions of this Clause shall survive the termination of this Agreement.
- (p) The Selected Bidders shall be required to sign a Non-Disclosure Agreement with Buyer within fifteen days of issuing the purchase order/letter of intent.

33. **MINIMUM WAGES:** The bidder hereby agrees and undertakes that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948 and/ or any other law applicable in this regard. In this effect, bidder has to submit undertaking on their company letterhead signed by authorized signatory.

The successful bidder will ensure strict compliance of all labour laws, insurance, minimum wages to the staff employed /deployed /engaged for the work assigned and the company will not be liable for any such persons/personnel of successful bidder and shall not be liable for any levies / penalties etc. that may be imposed by the Authorities concerned for their action/inaction. There shall be no employer employee relationship whatsoever between the company and the successful bidder /their employees and the bidder or his employees, staff, agents will not be entitled to any employment with company. In the event of any demand/fines/penalty made by any of the authorities on Company in respect of the conduct/actions taken by the bidder/their employees/labourers, etc. the company will be entitled to recover the said amounts from the bills / amount payable or from the performance guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any.

34. **NON-TRANSFERABLE OFFER:** This Request for Proposal (RFP) is not transferable. Only the bidder who has submitted the bid will be eligible for participation in the evaluation process.

35. **RESPONSIBILITY FOR COMPLETENESS:** Any supplies and services, which might not have been specifically mentioned in this tender but, are necessary for the installation, Configuration, testing, commissioning, performance or completeness of the order, shall be provided/made available as per the time schedule for smooth and efficient operation and maintenance of the system under Indian conditions.

The bidder shall be responsible for any discrepancies, errors and omissions in the technical details submitted by him/them, irrespective of whether these have been approved , reviewed or otherwise , accepted by the Company or not. The Bidder shall take all corrective measures arising out of discrepancies, errors and omissions in drawing and other information as mentioned above within the time schedule and without extra cost to the Company.

36. **FORCE MAJEURE:**

- (a) The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.
- (b) For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.



(c) In the event of any such intervening Force Majeure, the Bidder shall notify the Company in writing of such circumstances and the cause thereof immediately within three calendar days. Unless otherwise directed by the Company, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

(d) In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Company and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Company shall be final and binding on the Bidder.

37. **EXIT CLAUSE:** The Company reserves the right to cancel /exit the contract with immediate effect without notice in the event of happening one or more of the following conditions:

- (a) Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within 60 days from receipt of purchase contract.
- (b) Delay in delivery beyond the specified period
- (c) Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods;
- (d) Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution

38. **TERMINATION OF CONTRACT**

If the Termination is on account of failure of the successful bidder to perform the obligations under this RFP contract, the Company shall have the right to invoke the Performance Bank Guarantee(s) given by the selected bidder.

The Company will be entitled to terminate this Contract, without any cost to the Company and recover expenditure incurred by Company on the happening of any one or more of the following:

The selected bidder commits a breach of any of the terms and conditions of the bid.

The Successful bidder goes into liquidation voluntarily or otherwise. An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement/Contract.

The progress regarding the execution of the order accepted by the selected bidder is found to be unsatisfactory or delay in execution of the contract, the Company reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which company may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.

Non-satisfactory performance of the selected bidder during implementation and operation.

An act of omission by the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.

Failure to integrate/implement the Project as per the requirements of the Company as stated in this RFP.

Material discrepancies in the Deliverables and Services noted in the implementation/maintenance of the Project. Company reserves the right to procure the same or similar product/service from the alternate sources at the risk, cost and responsibility of the selected bidder.



Company shall serve the cure-cum-termination notice to the bidder at least 30 days prior, of its intention to terminate services. If the performance is not cured to the satisfaction of company within 30 days, termination will be effected.

Selected bidder is found to be indulging in frauds.

The company suffers a reputation loss on account of any activity of successful bidder penalty is levied by regulatory authority. xii. In the event of sub contract or assignment contrary to the terms of agreement.

39. **RESOURCE:** Selected bidder is expected to deploy academically good, technically sound and competent personnel to ensure smooth operations at Company's site. The deputed personnel will be employed by the selected bidder on their payrolls/contracts without having any employment right with the Company. Moreover, deployed personnel will not have any right whatsoever to lodge claim of any nature directly or indirectly with the Company and it would be responsibility of selected bidder to address such issues without involving the Company. The deputed persons have to maintain the utmost secrecy & confidentiality of the company's data including process performed at the Company premises.

At any time, if it comes to the notice of the Company that data has been compromised/ disclosed/ misused/ misappropriated then Company would take suitable action as deemed fit and selected vendor would be required to compensate the Company to the fullest extent of loss incurred by the Company. Bidder is expected to adhere company's request for removal of any personnel, if Company notices any negligence/gross misconduct/violation of trade secret/disclosure of Company's data to third party and any decision of the Company in this regard would be final and binding upon the selected vendor.

40. PROPOSAL OWNERSHIP

The proposal and all supporting documentation submitted by the bidders shall become the property of Company unless the Company agrees to the bidder's specific requests, in writing, the proposal and documentation to be returned.

41. CONFLICT OF INTEREST

Company requires that bidder provide professional, objective, and impartial advice and at all times hold Company's interests paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Company.

Bidder have an obligation to disclose any situation of actual or potential conflict in assignment/job, activities and relationships that impacts their capacity to serve the best interest of Company, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if Company's comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

Without limitation on the generality of the foregoing, the selected Consultants, and any of their affiliates and member firms, shall be considered to have a conflict of interest (and shall not be engaged under any of the circumstances) as set forth below:

Conflicting Assignment/ Job: The Consultant (including its personnel) or any of its affiliates and member firms shall not be hired for any assignment/ job that, by its nature, which are in conflict with another assignment/ job of consultancy to be executed for the same and/or for another employer.



Conflicting Relationships: The Consultant (including its personnel) having a business or family relationship with a member of Company's employee who is directly or indirectly involved in any part of (i) the preparation of the terms of reference of the assignment/ job, (ii) the selection process for such assignment/ job, or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to Company throughout the selection process and the execution of the contract.

42. TENDER/RFP CANCELLATION

The Company reserves the right to cancel the Tender/RFP at any time without assigning any reasons whatsoever.

43. PUBLICITY

Any publicity by the Service Provider in which the name of the Organisation is to be used, will be done only with the explicit written permission of the Organisation.

44. RESOLUTION OF DISPUTES:

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days" notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be Mumbai, INDIA.

45. JURISDICTION

Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Delhi, India only.



PART IV – SPECIAL TERMS & CONDITIONS

The Bidder is required to give confirmation of their acceptance of Commercial Terms & Conditions of the RFP mentioned below (refer **Appendix-A**) 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. **Failure to do so may result in rejection of Bid submitted by the Bidder.**

46. Payment Terms: 100% of the order value plus applicable GST will be paid on monthly basis duly certified by COMPANY rep & submission of Invoice in Original.

47. Invoice Preparation: All Invoices shall contain the following information:

(a) All Invoices shall be raised and submitted to Sr AGM(Finance), COMPANY, Hyderabad with a copy to AGM (Commercial), COMPANY New Delhi. The address of COMPANY, Hyderabad is:

BrahMos Aerospace Pvt. Ltd.
BrahMos Complex,
Near DRDL Complex Rear Gate,
Kanchanbagh PO
Hyderabad - 500058.

In case of any changes in above address, the same will be notified to Bidder in form of Amendment to the Purchase Order.

(b) GSTIN No. for Hyderabad unit is 36AABCR8269E1Z6 and the same shall be mentioned in all invoices as applicable.

48. Documents to be submitted for claiming payment: The following documents need to be submitted to Sr AGM (Finance), COMPANY Hyderabad by SELLER for claiming payment:

- (i) Ink signed copy of Commercial Invoice.
- (ii) Copy of Order placed on SELLER by BUYER.
- (iii) Certificate of Completion issued by the Buyer (original) forwarded to SELLER

49. Price: The price is required to be submitted as per the format in **Appendix-E**.

50. Taxes and Duties: GST applicable at the time of dispatch will be paid extra by the Buyer. GST will be paid when ITC is available to COMPANY in GSTIN site.

51. Liquidated Damages: If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Buyer may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages as discussed below. Once the maximum deduction is reached, the Buyer may consider termination of the Agreement.

Penalty for non-completion of project as per timelines:

Reason for Penalty	1 st Instance	2 nd Instance	3 rd Instance
Delay in providing the opinions > (T+2)	Caution Note	5.00% of Monthly Professional Fees	10% of Monthly Professional Fees
Delay in validating tax liability computations (T+1)	Caution Note	5.00% of Monthly Professional Fees	10% of Monthly Professional Fees



Failing to visit our office as and when required by the Buyer.	Caution Note	5.00% of Monthly Professional Fees	10% of Monthly Professional Fees
Absence of authorized representative in Buyer's premises for more than three days in a month	1.00% of Monthly Professional Fees	2.00% of Monthly Professional Fees	5% for each additional instance
Delay in providing reply / appeal to legal notices / Orders / enquiries etc: For Service Tax / GST > (T+7)	Caution Note	5.00% of Monthly Professional Fees	10% of Professional Fees
Failure to provide guidance on IT and accounting system changes as per Statutory / Buyer's requirements > (T+2)	Caution Note	5.00% of Monthly Professional Fees	10% of Professional Fees
Delay in providing implications of law changes having effect on our Buyer > (T+2)	Caution Note	5.00% of Monthly Professional Fees	10% of Monthly Professional Fees

'T' means date of communication to consultant.

52. **SERVICE LEVEL AGREEMENT**. The Buyer notifies the successful Bidder that its Bid has been accepted, the Bidder shall enter into a Service Level Agreement (SLA) with the Buyer, containing all the Terms and Conditions of this RFP, including confidentiality, non-disclosure and penalty clauses, and any other clause relevant to the services offered. Cost of the stamp duty and any other charges will be borne by the bidder only.

53. **AUTHORIZED SIGNATORY**. The selected bidders should indicate the authorized signatories who can discuss and correspond with the Buyer, with regard to the obligations under the contract. The selected bidders shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with the Buyer, raise invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by the Buyer.

54. **REVIEW OF CONSULTANCY SERVICES**. The progress made in the project should be periodically updated to the reviewing authority/Top Management at the Buyer's level. The selected bidder should also make presentation to the Buyer's management on the progress made, the periodicity of which should be designed and incorporated in the master plan (MP). However, the selected bidder should be ready to make any such presentation at shorter notice, as and when required.

55. **CODE OF INTEGRITY:**

(i) The Bidder and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Buyer shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or



indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.

(ii) Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.

(iii) Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

(iv) For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

(a) "Corrupt practice" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.

(b) "Fraudulent practice" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;

(c) "Coercive practice" means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

(d) "Anti-competitive practice" means any collusion, bid rigging or anticompetitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Buyer, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, noncompetitive levels.

(e) "Obstructive practice" means materially impede the Buyer's or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Buyer's rights of audit or access to information.

56. **INFORMATION PROVIDED.** The RFP document contains statements derived from information that is believed to be true and reliable as on the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Buyer in relation to the provision of services. Neither the Buyer nor any of its directors, officers, employees, agents, representative, contractors, or advisors gives any representation or warranty (whether oral or written), expressed or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.



PART-V - Evaluation Criteria

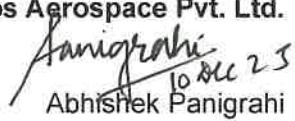
57. The Bidder is required to submit detailed Techno-Commercial Bid containing all Terms & Conditions as enumerated at Part II, Part III and Part IV of this RFP and give confirmation of their acceptance of all Terms & Conditions (refer Appendix-A) which will automatically be considered as part of the 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. **Failure to do so may result in rejection of Bid submitted by the Bidder.**
58. **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. This would be a paper evaluation comprising of scrutiny of all documents, technical literatures, certificates, compliance statements etc submitted by the bidders and any document asked by the TEC. 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.**
59. **Evaluation of Price Bid.** The Price Bids of only those Bidders will be evaluated, whose technical bids have been cleared by TCEC. The price negotiation will be carried out by a Price Negotiation Committee (PNC). The Price Bid will be opened in front of TCEC qualified Bidders and negotiation will be carried out with the L1 Bidder. The Price Bids will be evaluated on the basis of total scope
60. List of Documents to be submitted by BIDDER / SELLER at various stages of execution of order:

<u>Sl No.</u>	<u>Documents</u>	<u>Reference in RFP</u>	<u>Remarks</u>
1.	Techno-Commercial BID	Para 1 of RFP	Part of Techno-Commercial Bid
2.	Price-Bid	Para 1 of RFP & Appendix-E	Part of Price-Bid
3.	Compliance Statement (along with soft copy in excel sheet in .xlsx)	Appendix-A	
4.	Acceptance of Terms & Conditions of Tender	Appendix-B	As part of Techno-Commercial BID
5.	Electronic Payment System Mandate Form	Appendix-C	
6.	Non-Blacklisting Certificate	Appendix-D	
7.	Bidder Registration / Assessment Document	Para 7 of RFP	
8.	Documents for Claiming Payment	Para 48 of RFP	During payment claim

61. Please acknowledge receipt of this RFP.

Thanking You,

Yours sincerely
For BrahMos Aerospace Pvt. Ltd.


10 Dec 23
Abhishek Panigrahi

Additional General Manager (Commercial)



Abhishek Panigrahi
AGM (Commercial - Production Control)
BrahMos Aerospace

APPENDIX - A

COMPLIANCE STATEMENT

Sl. No.	Clause	RFP Requirement	Comments by Bidder	
	Part I	General Instructions		
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details	
	Part II	Essential Details of Items / Services required		
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details	
	Part III	Standard Terms and Conditions of RFP		
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details	
	Part IV	Special Terms & Conditions of RFP		
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details	
	Part V	Evaluation Criteria & Price Bid issues		
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details	

Based on the requirement the Bidder needs to submit the Compliance to the Bid in excel sheet format (.xlsx) in soft copy.



APPENDIX -B

ACCEPTANCE OF TERMS & CONDITIONS OF TENDER
(To be given on Company Letter Head)

To,
AGM (Commercial)
M/s BrahMos Aerospace Pvt Ltd,
16 Cariappa Marg, Kirby Place,
Delhi Cantt, New Delhi – 110010

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-C

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-D

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: -

- (b) Undertakes to the effect that the firm/I represent is not blacklisted by any Government Organization.
- (c) I am not Proprietor/ Partners/ Director of any other firm or business organization with whom Government has banned/ suspended business dealing.
- (d) 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



APPENDIX – E

FORMAT FOR PRICE-BID

Price-Bid to be submitted as per the format below: -

SI No.	Details	Amount (Rs.)
1.	Professional Fees per month	
	Applicable GST or similar tax	

Note: BIDDER to submit Price-BID as per the aforementioned format only.



2025-00055A

TENDER ID

LAST DATE OF SUBMISSION

02-Jan-26 **1100 HRS**

**TENDER BOX
NO.**

1

TENDER FOR

**INVITATION OF BIDS FOR ENGAGEMENT OF GST
CONSULTANT**

RFP NO.

BMC/OTE/25-26/GSTCon

RFP DATE

10-Dec-25

VENDOR

VENDOR SEAL



TENDER OPEN DATE
02-Jan-26
1430 HRS

NOTE: THE BID (SINGLE / 2-BID) SHOULD BE PUT IN ONE ENVELOPE AND THIS PROFORMA SHOULD BE PASTED ON TOP. THE TENDER (SEALED ENVELOPE) SHOULD BE DROPPED IN THE BOX (BOX NO. SHOWN AT THE TOP RIGHT CORNER) ONLY, WITHIN THE LAST DATE OF SUBMISSION.

