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BRAHMOS AEROSPACE PRIVATE LIMITED

INVITES

REQUEST FOR PROPOSAL (ON PRE – QUALIFICATION BASIS) FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING (SITC) OF 02 (TWO) NOS. STATIONERY COUNTER (ANTI) UNMANNED AERIAL SYSTEMS FOR BRAHMOS AEROSPACE COMPLEX (TWO LOCATIONS) WITH SOFT KILL CAPABILITY ON DEMONSTRATION BASIS.

Tender Document Number: BMC/OTE/C(A)DS/001

Dated 31 Dec 2025

Tender Issuing Authority

For and on behalf of CEO & MD

(Abhishek Panigrahi)



AGM (Commercial)
Abhishek Panigrahi
AGM (Commercial - Production Control)
BrahMos Aerospace

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DISCLAIMER

This RFP is neither an agreement and nor an offer by BrahMos Aerospace Private Limited (hereinafter referred as 'The Company' in the document) 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 the Company 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, the Company reserves the right to amend or supplement the information, assessment or assumptions contained in this RFP.

The Company reserves the right to withdraw the RFP or foreclose the procurement case at any stage.

The issuance of this RFP does not imply that the Company is bound to shortlist a Bidder for the Project.

The Company also reserves the right to disqualify any Bidder should it be so necessary at any stage on grounds of National Security.



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PART I – GENERAL REQUIREMENTS

1. This part consists of the general requirement of the Goods (also referred as equipment/systems/deliverables) and Services, hereafter collectively referred as 'Deliverables', the numbers required, the time frame for deliveries, conditions of usage and maintenance, requirement for training, Engineering Support Package (ESP), and warranty/guarantee conditions, etc. It includes the procedure and the date & time for submission of bids.

Non-Disclosure

2. The Bidding documents, including this RFP and all attached documents provided by the Company, are and shall remain or become the property of the Company. 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 the Company will not return to the Bidders any proposal, document or any information provided along therewith (except unopened Commercial Bid and IPBG, as relevant).
3. 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. The Company 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. The Company 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 MoD or as may be required by law or in connection with any legal process.

Confidentiality of Information.

4. 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.
5. (a) A **Non-Disclosure Agreement** would have to be signed by all Bidders in accordance with the format placed at **Appendix M**. The Non-Disclosure Agreement would have to be signed by the Bidder and forwarded along with the acknowledgement of receipt of the RFP.

(b) Any information shared by the Company regarding the Equipment under consideration (other than the RFP) must be treated as Classified.

(c) 'Restricted Information' Categories under 'Official Secrets' under Section 5 of the Official Secrets Act, 1923 . Any contravention to the above-mentioned provisions by any Bidder, sub-contractors, consultants, advisors or the employees of a contractor, will make them liable for penal consequences under the above said legislation.



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Business Eligibility

- 6(a). 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 organisation 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)/supplier(s)/technology partner(s) are not Suspended or Debarred by Ministry of Defence. In case the sub-contractor(s)/supplier(s)/ technology partner(s) of the Bidder are Suspended or Debarred by Ministry of Defence, the Bidder shall indicate the same with justification for participation of such sub-contractor(s)/supplier(s)/ technology partner(s) in the procurement case.
- 6(b).** Subsequent to submission of bids if any sub-contractor(s)/supplier(s)/technology partner(s) of the Bidder is Suspended or Debarred by Ministry of Defence, the Bidder shall intimate the Ministry of Defence regarding Suspension or Debarment of its sub-contractor(s)/supplier(s)/technology partner(s) within two weeks of such order being made public.

Pre-Qualification Criteria

- 7.** The Detailed Pre-Qualification criteria for the Bidders for participation in the instant procurement case are placed at Appendix K to this RFP. All Bidders are to submit details as per the criteria along with the Technical Bids. These would be evaluated by the TEC.

Indigenous Content.

- 8.** For the purposes of this RFP and the acquisition contract (if any) signed by the Company with a successful Bidder, indigenous content shall be as defined under IDDM Category of provisions of DAP 2020. In addition, the bidders are supposed to give an undertaking regarding the Indigenous Content (IC) of the Product. The right to audit Bidder/ sub-contractors/suppliers/technology partners shall vest in the Company as prescribed under. To qualify as a bidder under Domestic Category; Bidder must submit proof of Value Addition of more than 50% to the total estimated price offered by them. The company may ask further details required (if not submitted by the Bidder as part of the Techno Commercial Proposal).

Year of Production.

- 9.** Deliverables [platforms (including major equipment)/ equipment/ systems] supplied under the contract should be of latest manufacture i.e manufactured after the date of Contract with unused components/assemblies/sub-assemblies, conforming to the current production standard and should have 100% of the defined life (other than permitted running hours during assembly/acceptance trials) at the time of delivery. Deviations, if any, should be clearly brought out by the Bidder in the Technical Proposal.



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Delivery Schedule.

10. The delivery schedule of equipment and services along with the relevant payment stages is specified at Appendix L. The Bidders are requested to go through the delivery schedule indicated and should indicate their compliance in the Techno Commercial Proposal.
11. Once the contract is concluded and the delivery schedule is established, the Bidder shall adhere to it and ensure continuity of supply of deliverables and their components under the contract.

Preservation.

12. The deliverables supplied are to be preserved for Three Months post-delivery at the Locations intimated by the Buyer. In case, JRI necessitates unpacking to the extent that the preserved life of the deliverables is affected, Bidder is to undertake re-packing to restore the preserved life to the specified period at his own cost.

In cases of any delay in STW/installation/integration trials/commissioning, attributable to the Buyer, and if preservation period expires during the storage prior installation/post installation and prior trials (as applicable), the deliverables are to be re-preserved by the Bidder against payment of de-preservation/re-preservation charges as per price quoted in the Price Bid on pro rata basis.

To facilitate this, the cost of in-storage/in-situ de preservation/re-preservation, as applicable, is to be indicated in the Price Bid. This cost quoted by the Bidders at Sl (J) of Price bid format at Appendix P would be counted towards determination of L1 and will be paid as per the price quoted if the service is utilized for extending the preserved life.

In the cases where installation and trials is part of the Contract, the warranty will commence from the date of commissioning/acceptance. In cases where the delay for installation, trials and commissioning is not attributable to the Bidder, payment terms for the stage related to installation and commissioning will be in accordance with Appendix L.

Warranty.

13. The deliverables supplied shall carry a warranty for 24 months. Commencement of warranty will be from the date of acceptance post JRI. Warranty Clause is given at Appendix C to this RFP.

Offsets:

14. Being a one-time procurement by the Company, there are no Offset Guidelines being issued. However, bidders are to submit any offsets which has been established by them for any supplies to MoD to the Buyer.

In Service Life/Shelf Life.

15. The In Service/Shelf Life of the deliverables (as applicable) shall be stipulated in the offer. In case of shelf life, the relevant storage conditions should be clearly specified. The Bidder is required to give details of reliability model, reliability prediction and its validation by designer/manufacture to ensure reliability of stores throughout Service/shelf life. The efficacy of reliability model/prediction/validation would be verified during technical and environmental evaluation as indicated in Para 47 of this RFP.



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Product Support.

16. The Bidder would be bound by a condition in the contract that he is in a position to provide product support in terms of maintenance, materials and spares for a minimum period of **15** years. Even after the said mandatory period, the Bidder would be bound to give at least two years notice to the Company prior to closing the production line so as to enable a Lifetime Buy of all spares before closure of the said production line. This, however, shall not restrict the Buyer from directly sourcing sub equipment/sub-assembly and spares from their respective OEMs/sub-vendors on completion of warranty. In case the sub-equipment/sub-assembly/parts require tuning/calibration/integration by the Bidder prior replacement, the same is to be undertaken by the Bidder at fair and reasonable cost, as mutually agreed between Buyer and Bidder.

Obsolescence Management Plan.

17. An actionable obsolescence management plan is to be proposed by the Bidder along with the mechanism for intimation of notification of obsolescence. The modalities of the mechanism for intimation of notification would be deliberated during CNC. The mutually agreed mechanism for intimation would form an integral part of the contract. All upgrades and modifications carried out on the equipment during the next **20** years or during its life cycle (as per requirement) must be intimated to the Company as per the agreed mechanism. The Obsolescence Management Plan must include the following:
- (a) Mechanism of Obsolescence Management (Upgradation / Modifications/End of Life Spares)
 - (b) Intimation towards Upgradations (as and when available)
 - (c) Plan towards availability of Spares
 - (d) The Bidder is expected to provide the Obsolescence Management Plan in terms of No. of Years in Operational Life / Shelf Life.

Training of Crew and Maintenance Personnel.

18. A training package for training of operators, operator trainers and maintenance personnel to undertake operation and maintenance of equipment, along with tools and test jigs and training of QA personnel for Quality Assurance of equipment would be required to be carried out in English language and Hindi language (if required). This training shall be designed to give the operators and maintainers necessary knowledge and skills to operate & maintain equipment (Operator Level Maintenance Only) as applicable. The syllabus will be defined by the Bidder in consultation with the Buyer at the time of Maintainability Evaluation by a Board of Officers. The maintenance training will be imparted to the satisfaction of the Buyer and Bidder will ensure that the training content and period will be to impart working proficiency up to the required level. All training requirements such as training aids, projection system, complete equipment with accessories / optional, technical literature, spares, test equipment / test set up, charts, training handouts, power point presentations, Computer Based Training (CBT), Documentation, Simulators etc will be catered by the Bidder.
19. The Bidder would provide the following training to the personnel of the Buyer based on agreed terms of contract details of total training duration, number of trainee, batch size, place of training etc to be included as applicable :-



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(a) Operator Training. Operator training for Ten Days duration (in working days) , Total strength of 15 Personnel in Two batch(es) are to be provided both at Bidder/Buyer premises

(b) Repair and Maintenance Course. Maintenance training for Ten Days (in working days), Six Personnel in Two batch(es) at Bidder/Buyer premises is to be undertaken both for Operator Level Repairs of the Equipment.

(c) The above training should meet the needs of repair & maintenance of the complete equipment, SMTs/STEs, test set up, assemblies/sub-assemblies as per the stipulated repair philosophy.

(d) Training for QA personnel as per scope mentioned in Para 51 of RFP for Three personnel combined along with the are to be undertaken in Bidder/Buyer premises. Bidder to provide the duration (working days) for training as per defined scope, in the Technical Bid.

Note: The Syllabus of the training must be indicated as part of the Techno Commercial Proposal.

Government Regulations.

20. 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.
21. It may be further confirmed that all national and international obligations relevant to transfer of conventional arms of the country of the supplier or countries from which parts and components are being procured, have been taken into account for the duration of the contract. Accordingly, thereafter there would be no review, revocation or suppression of Defence export licence and other related clearance issues to the supplier for the contract that could impinge on the continuity of supply of items and their parts or components under the contract.

Patent Rights.

22. The Bidder should confirm that there are no infringements of any Patent Rights in accordance with the laws prevailing in India. Bidders are requested to submit the details of any patents filed in India / Abroad under the IP Laws as applicable.

Integrity Pact.

23. In the subject RFP, the Bidder is required to sign and submit Pre Contract Integrity Pact (PCIP) given at Appendix O to this RFP and shall also deposit ₹ One Crore as Integrity Pact Bank Guarantee (IPBG) through any of the instruments mentioned therein. This would be submitted in a separate envelope clearly marked as 'IP and IPBG' at the time of submission of Technical and Commercial offers.

The Beneficiary Bank Details for furnishing IPBG are as follows:-

Bank Details of the Company where the deposits which needs to be made is as follows:

DPSU / CPSU may furnish indemnity bond against the Bank Guarantee.

Fall Clause.

24. If the equipment being offered by the Bidder has been supplied/contracted with any organisation, public/private in India, the details of the same may be furnished in the technical as well as commercial offers. The Bidders are required to give a written undertaking that they have not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in



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the present bid to any other Ministry/Department of the Government of India and if the similar system has been supplied at a lower price, then the details regarding the cost, time of supply and quantities be included as part of the commercial offer. In case of non-disclosure, if it is found at any stage that the similar system or subsystem was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price, will be applicable to the present case and with due allowance for elapsed time, the difference in the cost would be refunded to the Buyer, if the contract has already been concluded.

Bid Timelines

25. Any queries/clarifications to this RFP may be sent to this office by 21 January 2026 to the following address:

Commercial Department
BrahMos Aerospace Private Limited
New Delhi – 110011
Mail: contracts@brahmos.com

Pre-Bid Meeting.

26. A pre-bid meeting will be organised by BrahMos Aerospace Private Limited on 12 January 2026 at Room No. 318, BRAHMOS HQ Complex, New Delhi to answer any queries or clarify doubts regarding submission of proposals. The Bidder or his authorised representative is requested to attend. Necessary details of participants along with UID / ADHAAR Details may be sent a week in advance on contracts@brahmos.com to facilitate obtaining of security clearance.

Submission of Bids.

27. The Technical and Commercial Proposals along with IP and IPBG should be sealed separately in three separate envelopes clearly indicating Commercial/ Technical/ IP and IPBG, as applicable, and then put in one envelope and sealed (all the envelopes should clearly state the letter No of RFP and the name of equipment and Bidder name) and submitted to the undersigned at the following address by 1500 hours on 21 January 2026 :-

O/o Additional General Manager (Commercial)
BrahMos Aerospace Private Limited,
16 Cariappa Marg,
Delhi Cantonment
New Delhi 110011

Offer opening

28. Offer Opening by a Offer opening committee will be held at 1100 hrs on 22 January 2026 at the same venue as indicated at Para 26 above. The Bidder or his authorised representative is welcome to be present at the opening of the proposals. Necessary details may be sent at least one week in advance to facilitate obtaining of security clearance. It is mandatory for the bidders to participate in opening of the Bids. And check the correctness of Bids.



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PART II – TECHNICAL REQUIREMENTS

29. The second part of the RFP incorporates the aspects of Qualitative Requirements describing the technical parameters of the Counter (Anti) Drone System, and the environmental parameters for functioning. The operational characteristics and features that should be met by the equipment are elucidated at **Appendix A** to this RFP and the **Compliance Table at Appendix B** to this RFP. The Bidder would be required to offer the equipment for field evaluation on a “No Cost No Commitment” basis in case the Bidder cannot perform the Trials at his own premises / any other premises where the equipment is functional.

Operational Characteristics and Features.

30. The broad operational characteristics [including Essential Parameters ‘A’ and ‘B’ (if applicable) and Enhanced Performance Parameters along with respective Credit Scores (if applicable)] and features that are to be met by the equipment are elucidated at Appendix A to this RFP.

Essential Parameters ‘B’ would be tested and validated within 3 (Three) months of the signing of the Contract.

Technical Offer.

31. The Technical Offer must enable detailed understanding of the functioning and characteristics of the equipment as a whole and each sub system independently. It must include the performance parameters as listed at Appendix A to this RFP and any other information pertaining to the technical specifications of the equipment considered important/ relevant by the Bidder.

The technical proposal should also include maintenance schedules to achieve maximum life and expected life of each assembly/subassembly (or Line Replaceable Unit (LRU)/Shop Replaceable Unit (SRU)), storage conditions/environment condition recommended and the resultant guaranteed in service/shelf life. The range and depth of spares included in the proposal should be supported by necessary reliability and prediction model or authenticated by past data on the similar equipment in use. These would be evaluated during FET.

Any Bidder found to be providing lesser Engineering Support Package /Manufacturer Recommended List of Spares in terms of range and depth will have to make good the deficiency at no extra cost. The revised list of MRLS to this effect is to be submitted prior Staff Evaluation.

32. If there is any associated optional equipment on offer that should also be indicated separately along with the benefit that are likely to accrue by procuring such optional equipment. Should the Bidder be contemplating any upgrades or modifications to the equipment being offered, the details regarding these should also be included in the Technical Proposal.

Technical Details

33. (a) The technical details should be factual, comprehensive and include specifications of the offered system/equipment against broad requirements listed in Appendix A to this RFP. In cases where a Bidder claims to have equipment meeting the EPP, details of the same will be provided in the technical bid. EPP details not provided in technical bids, will not be allowed to be claimed subsequently.

34. **Submission of Project Report.** Bidders are requested to submit a Project Report with the following details:



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- (i) Project overview. Definitions of key milestones based on indicative list of milestones and broad range of timelines specified at Para 56.
- (ii) Broad plan for execution of the Project as per delivery schedule indicated at Para 10.
- (iii) Lifetime product support plan.
- (iv) Plan for meeting the Indigenous Content (IC) stipulated in the RFP.
- (v) Project organization structure as applicable with escalation matrix clearly defined.

Malicious Code Certificate.

35. The Bidder is required to submit a 'Malicious Code Certificate' (only for Electronic items and Software) along with the Technical Proposal. The format is placed at Appendix E to this RFP.

Field Evaluation .

36. The Bidder is requested to provide details of the Field Evaluation undertaken for demonstration of the Equipment. The technical evaluation committee will undertake detailed evaluation in terms of Deployment, Operations and Maintainability of the Equipment.

The details to be provided along with the confirm his willingness to provide the equipment for trial evaluation in India on "No Cost No Commitment" basis when so requested.

The Buyer, at his own expense, will depute its representatives for the Field Evaluation trials (FETs). If any part of the FETs are conducted in the Buyer's facilities, the Bidder shall depute his personnel and equipment at his own expenses and bear the cost of all expenses of trials.

Product Support (Comprehensive Maintenance):

37. Comprehensive Maintenance Contract. After Commissioning (Post JRI), the equipment/system would be repaired and maintained as per the repair and maintenance philosophy at Appendix F to this RFP. The Maintenance would include the following:

- (a) Periodical Maintenance (In Accordance with Technical Manual)
- (b) Preventive Maintenance
- (b) Break Down Maintenance
- (c) Software
- (d) Spares
- (e) Consumables
- (f) Obsolescence Management

The information on Engineering Support Package that is required to be provided is enclosed at Appendix F to this RFP.

The System (after the initial Warranty Period of Two Years) will remain under CMC for a period of Five (5) Years at a time. The Bidder is requested to provide a Draft Service Level Agreement (SLA) along with the Techno Commercial Offer. The System must remain operational with the End User (i.e BUYER at least 90% of Days in a year). The system should possess the Down Time of Less than



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10% of Days in a year. Any Failure in achieving the Downtime will levy Liquidated Damages (LD) as outlined in the Payment Terms and Conditions.

The Bidder would have to submit the complete Spare Parts list of equipment (not limited to MRLS) along with complete Repairable Parts list (in softcopy) in the Technical offer. The complete Spare Parts Price Lists, Repairs Price Lists and Man-day Rates of Specialists would have to be submitted in the Commercial offer.

Negotiations for Long-Term Rate Contracts (3 to 5 years) for Maintenance, Spares, Repairs and Man-day rates of Specialists would be conducted concurrently with the (L1) Bidder.

Spares

38. The spares requirement will be as per Appendix F to this RFP. The spares are required to be categorized in four categories as follows:

- (a) Manufactured by Bidder as OEM and can be sourced as per Part No. Bought out items
- (b) Customized by the OEM for the specific purpose and such customization would require OEM intervention.
- (c) Bought out from other OEMs/Third Party as specialised items and used without any customization. Such items can be sourced by quoting their Part No./Identification No. as given by OEM/Third Party and directly utilised.
- (d) General Engineering items/COTs which can be sourced by stating the relevant standards and item description.

Note: The evaluation of the Technical Bids will be carried out in accordance with the clarity provided in the Techno Commercial Proposal regarding Product Support (PS), Engineering Support Package (ESP) and Spares. Bidders are specifically requested to provide complete details regarding this package.

39. As brought out at Para 34, the range and depth of spares included in the proposal should be supported by necessary reliability and prediction model or authenticated by past data on the similar equipment in use. These would be evaluated during Technical Evaluation. Any Bidder found to be providing lesser ESP/MRLS in terms of range and depth will have to make good the deficiency at no extra cost. The revised list of MRLS to this effect is to be submitted prior Staff Evaluation. The Buyer would also have the option to amend the MRLS proposed by the Bidder within Five Years of the expiry of the warranty period. The Bidders would either 'Buy Back' the spares rendered surplus or exchange them on cost-to-cost basis with the spares as required by the Buyer. The said spares would be purchased/ replaced by the Bidder, based on the prices negotiated in the contract. The 'Buy Back' clause would not be applicable for additional spares included by the Buyer in MRLS during TEC stage, as brought out at Para 36 of RFP.

Active Technology Obsolescence Management

40. Bidder is to indicate the methodology on how the Bidder intends to undertake Active Obsolescence Management through life cycle of equipment which would include upgradation of system/ subsystem/ units on completion of its fair service life. The Bidder/OEM as applicable shall also intimate Buyer on likely technology obsolescence of various sub assemblies/units/modules of equipment through an Annual Bulletin. In case of impending obsolescence of components, bulletin should specify either alternate item or option for life time buy as under:



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(a) The Bidder/OEM as applicable will notify the Buyer not less than two years before the closure of its production line about the intention to close production of equipment for provision of purchasing spare parts, before closure of the said production line.

(b) Three years prior to completion of design/service life of equipment, the Bidder/OEM as applicable) will submit techno-commercial proposal for upgradation of equipment, wherever applicable, to mitigate technology obsolescence and for ensuring product support for next 15 years (or any other period as applicable).

Evaluation of Technical Offers

41. The Technical Offer submitted by the Bidder will be evaluated by a Technical Evaluation Committee (TEC) to confirm that the equipment being offered meets the Essential Parameters as elaborated at Appendix A.

Essential Parameters 'B', TEC will confirm that the Bidder has submitted the undertaking to this effect as per the format given at Appendix A to this RFP. For cases where ToT for license production/maintenance infrastructure is sought, the TEC will examine the compliance of the Bidder as per the stated requirements of RFP. Thereafter, the Bidder of the short listed equipment would be asked to provide the equipment (1 Nos) for trial evaluation as per trial methodology given at para 42 to this RFP, in India at 'No Cost No Commitment' basis. The bidder needs to clearly indicate whether the trials may be witnessed at his facilities by the Buyer. The responsibility of proving the system through trial is of the Bidder. The Buyer will not pay any extra cost for the Equipment under trials. Any Expenditure / Support required by the Bidder for trials needs to be lucidly brought in the Techni Commercial Proposal.

Field Evaluation Trials

42. For an equipment to be procured by the Company, it is mandatory that it successfully clears all stipulated tests/trials/evaluations as per RFP. The trial evaluation process comprises of the following phases.

User Trials. These will involve functional testing by user of the equipment in various specified conditions as per requirement and may be done in more than one phase. Trials will be conducted only pertaining to conditions where the equipment is most likely to be deployed. In other conditions where the probability of deployment is not high, appropriate vendor certifications confirming the functional effectiveness under such conditions can be given and simulations-based testing can be resorted to wherever applicable. In case, equipment fielded requires any repairs/modifications during the course of trials, these in situ servicing, repair, maintenance actions or modifications as requested by the vendor will be permitted. Towards this, Vendors shall ensure availability of requisite maintenance teams/ experts onsite during the conduct of trials. Permission for trial equipment to move out of the trial location for a defined period for such repairs or modifications can be permitted on a case-to-case basis. The decision regarding the moving of the Equipment out of Trials Location will be taken by the Trials Committee.

In case the Bidder intends to do a testing at Buyer's Premises, then the Bidder needs to clearly spell out the Support required by the Buyer in terms of Logistics and Permissions required. The following will be the stages of User Trials which will be carried out sequentially:

Stage – I: Deployment

Stage – 2: Operational Tests



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- Stage – 3:** Quality Assurance Aspects
- Stage – 4:** EMI / EMC Evaluation for Normal Electrical Lines, Lightning and Environmental Stress
- Stage – 5:** Maintainability Evaluation (Any evaluation carried out by Armed Forces may be submitted)

- 43.** Commercial offers will be opened only of Bidders whose equipment is short-listed, after technical trials and evaluation and these have been accepted technically. In other words, the equipment would be required to be trial evaluated and found suitable prior to commencement of any commercial negotiations.

Quality Assurance Instructions & Technical Evaluation Plan:

- 44.** Bidder is to submit a Draft Acceptance Test Procedure (ATP) along with the technical bid or at least one month before commencement of FET, as per the QA instructions and Technical Evaluation Plan. Based on the draft ATP, the ATP will be finalised by the Buyer's QA agency with Bidder during Technical Trials. ATP shall be included in the contract at the time of finalisation with successful bidder. ATP will lay down the tests to be carried out during PDI and JRI. It shall be ensured that there are no repetition of QA tests in PDI and JRI.

The JRI would normally be restricted to quantitative checks only, except where check proof is required to be carried out. In case PDI/JRI are planned to be conducted by authorised Third Party Inspection (TPI) Agencies, the same will be spelt out in the QA instructions and the details included in the finalised ATP. QA of equipment will be carried out as per finalised QA plan in the contract. For technical trials by QA agencies, the Bidder will arrange for requisite test facilities at OEM premises/accredited laboratories for establishing conformance. The successful Bidder would also be required to provide those test facilities at OEM premises/accredited laboratories for quality assurance, which are not available with QA agencies. Details of the same will be intimated to the Bidder during finalisation of ATP in Technical trials.

Marking and Packaging

- 45. Marking of Deliverables.** The Bidder shall ensure that each deliverable is marked clearly and indelibly, as follows:

- (a) Indicated codification number or alternative reference number specified.
- (b) Ensure that any marking method used does not have a detrimental effect on the strength, serviceability or corrosion resistance of the deliverables.
- (c) Where the deliverables have a limited shelf life, with the cure date/date of manufacture or expiry date expressed as months and years.

- 46.** Where it is not possible to mark a deliverable with the required particulars, these should be included on the package in which the deliverable is packed.

- 47. Packaging of Deliverables.** The Bidder shall pack or have packed the deliverables, as applicable:

- (a) In accordance with DEFSTAN 81-041 (Part 1)/STANAG-4280 or equivalent Military Standard.



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(b) To ensure that each deliverable may be transported in an undamaged and serviceable condition.

48. The Bidder shall ensure that each package containing the deliverable is labelled to include:

(a) The name and address of the consigner and consignee including The delivery destination/address if not of the consignee Transit destination/address (for aggregation/disaggregation, onward shipment etc) The description and quantity of the deliverables.

(b) The full part number in accordance with codification details or as per para 45 (a) . The makers part, catalogue, serial, batch number, as appropriate. The contract number.

(c) Any statutory hazard markings and any handling markings including the mass of any package which exceeds 3 kgs.

(d) The Packaging Label (military J, N or P, special H, commercial A, C etc) (specify reference to DEFSTAN 81-041 (Part 1)/STANAG-4280 or equivalent Military Standard.)

Monitoring of Project Based on Contractual Milestones/PR (as applicable).

49. After placement of order, the progress of the project will be monitored by the Buyer for compliance with various activities towards achieving contractual milestones/DPR involving delivery/installation/ integration/trials etc. The contractual milestones will be integral part of the contract. In case the project does not proceed as per the indicated timelines for various contractual milestone(s), the Buyer will have the right to invoke Termination of the project. The indicative list of Contractual Milestones and broad range of timelines (earliest and latest time for completion) for the project is as follows:

SN	Milestone	Schedule	Review by
1.	Trial Stage	T (S + 2 Weeks)	Trials Team
2.	Post Order Placement	T (0) + 3 Weeks	Project Management Team
3.	First Progress Review Meeting	T(0) + 6 Weeks	Progress Review Committee
4.	Second Progress Review Meeting	T0 + 10 Weeks	Progress Review Committee
5.	Third Progress Review Meeting	T0 + 16 Weeks	Progress Review Committee
6.	Fourth Progress Review Meeting	T0 + 24 Weeks	On Delivery of Equipment at Site
7.	Acceptance Tests	T0 + 28 Weeks	Acceptance Team

Note: The Bidder is to indicate the proposed timelines for the above milestones in the Technical Bid. On conclusion of the Contract, these milestones will be monitored by the Buyer.

50. The bidder is to submit a detailed PERT Chart of the Project indicating the following:

(a) Activity

(b) Time Line

(c) Responsibility (Internal)

(d) Responsibility (External Agencies)



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(e) The Bidder needs to furnish detailed linkages of the Work and precedence of Work and Parallel Activities.

(f) The Bidder needs to furnish the Most Optimistic, Realistic, Pessimistic Time Lines of each activity.

(g) This PERT Chart will be utilized to monitor the progress of the Contract.

51. The Project will be monitored in a three-tier mechanism:

(a) Project Management Team

(b) Progress Review Committee (PRC)

(c) Apex Management Review (if necessary and required)

52. The Project Monitoring Meeting is to be organized once in a month. The Bidder shall attend the progress monitoring meetings through its suitably qualified representatives and shall submit progress reports to the Buyer. The formation of PRC will be intimate to Buyer during the placement of the Contract.



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PART III – COMMERCIAL REQUIREMENTS

53. The third part of the RFP consists of the commercial clauses and Standard clauses of contract. The bidders are required to give confirmation of their acceptance of these clauses.

Commercial Bid:

54. The Bidder is requested to take into consideration the Commercial Clauses and Payment Terms given at Appendix L to this RFP while formulating the Commercial Offers. The bidders are required to quote their price in Price bid format given in Appendix P to this RFP.

55. Commercial offers will be opened only of the Bidder whose equipment is short-listed, after technical trials and staff evaluation. The Commercial Offer must be firm and fixed and should be valid for at least 06 months from the last date of bid submission.

Price Bid Opening

56. The Commercial Offers will be opened by the Contract Negotiation Committee (CNC) and if Bidder desires, he may depute his representative, duly authorised in writing, to be present at the time of opening of the offers.

57. The date, time and venue fixed for this purpose will be intimated separately after the evaluations are completed.

58. The Cost Negotiation Committee (CNC) will determine the lowest bidder (L1).

Standard Conditions of RFP .

59. **Standard Conditions of RFP .** The Company desires that all actions regarding procurement of any equipment are totally transparent and carried out as per established procedures. The bidder is required to accept our standard conditions furnished at Annexure-I to Appendix L to this RFP regarding Agents, penalty for use of undue influence and Integrity Pact, access to books of accounts, arbitration and clauses related to Law.

Option Clause (as applicable).

60. **Option Clause (as applicable).** The format of option clause is placed at Appendix P to this RFP. The Company intends to keep the Option Clause of 50% of the Original Quantity and the option clause will be applicable till the completion of the present deliveries as indicated in the RFP.



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PART IV – BID EVALUATION & ACCEPTANCE CRITERIA

61. A list of documents/details to be submitted along with the bids is placed at Appendix Q as a reference to help in completeness of bid and meeting the procurement process schedule.
62. The bids shall be unconditional and unqualified. Any condition or qualification or any other stipulation contained in the bid shall render the bid liable to rejection as a non- responsive bid.
63. The bid and all communications in relation to or concerning the bidding documents shall be in English language.

Evaluation and Acceptance Process .

64. **Evaluation of Technical Proposals .** The technical proposals forwarded by the Bidders will be evaluated by a Technical Evaluation Committee (TEC). The TEC will examine the extent of variations/differences, if any, in the technical characteristics of the equipment offered by various Bidders with reference to the QRs and prepare a “Compliance Statement” for shortlisting the Bidders.

The shortlisted Bidders shall be asked to send the desired units of the equipment for Field Evaluation in varying climatic, altitude and terrain conditions. Field Evaluation would be conducted for Essential Parameters-A and EPP. Bidders are requested to prepare a draft Trials Directive and submit along with the Technical Proposal.

65. **Evaluation of Commercial Bid.** The Commercial bids of only those bidders will be opened, whose technical bids have been cleared by TEC; equipment has been shortlisted after Field Evaluation. Comparison of bids would be done on the basis of Evaluation criteria given in Appendix K to this RFP.

The L-1 bidder would be determined by Contract Negotiation Committee (CNC) on the basis of Appendix P to this RFP. Only L-1 bidder would be invited for negotiations by CNC.

66. **Contract Conclusion & Placement of Order (as applicable).** The successful conclusion of CNC will be followed by contract conclusion & placement of order.



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Appendix A to the RFP BMC/OTE/C(A)DS/001
(Refer Para 29 of the RFP)

APPENDIX –‘A’: OPERATIONAL CHARACTERISTICS AND FEATURES

Introduction:

1. Countering the malicious threats caused by rogue drones is an increasing concern for critical aerospace defence infrastructure. Considering the unique nature of drones in terms of speed, size, hovering capability and resemblance to birds, no sensor system in standalone will be able to provide sufficient tracking & identification capability to guarantee a reliable and effective defence. A combination of multiple detection capabilities including emission and reflection of microwave, infrared, visible light etc. are required to detect and identify drones.
2. To address the malicious threats posed by rogue drones, a Counter (Anti) drone system is necessary at critical installations. This anti drone system must have multiple sensor and effector system using RF and radar sensor systems with jammer.

The counter drone system must be capable of performing real time search, detection, tracking and neutralization (soft kill) of flying drones (micro/small UAVs) in the area of responsibility and will provide object details (optical/thermal) and RF spectrum display on GUI.

3. The detection of drones will be done with the help of Radars and RF based detection system. The identification of the target will be done with the help of Electro Optical Sensor and COMINT. The soft kill will be executed by RF jamming & Anti GNSS technologies. Counter Drone system required with following configuration:
 - a. RADAR System - Drone detection and tracking
 - b. EO System - CCD, IR camera with LRF for detection and tracking of Drone target
 - c. RF Counter Drone System- Drone communication channel RF Detection & Jamming, GPS Jamming / Spoofing System (Soft Kill)
 - d. Command & Control Centre (C2) with Power Source for complete System

General Features of the System:

4. System is able to detect & identify different types of Drones including Small Hybrid UAVs, Micro UAV/ Multi rotor, and Nano UAVs travelling at a speed up to 80m/s.
5. Multiple Technologies for reliable target detection and confirmation
 - a. RADAR
 - b. RF Detection through COMINT
 - c. Electro Optical Sensors
6. Countermeasure Technologies (Soft Kill) for efficient Target neutralization through RF Jamming & GNSS Jamming & Spoofing.
7. Drone Classification & Identification
8. Provision of Target RF Link Parameters



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9. Simultaneous tracking of multiple Targets
10. Single Power supply for whole system
11. Comprehensive and User friendly GUI
12. Possible to operate complete System on AC Mains
13. Static platform deployment
14. Light weight
15. Low Power

BRIEF SYSTEM DESCRIPTION:

The integrated system shall comprise of the following sub systems as indicated in **Table – ‘1’**

SN	Sub – Systems	Parameter
1.	RADAR System for detection and tracking of Drones with capability deployment and providing data of Range and Bearing	Coverage: Azimuth Plane: $\pm 180^\circ$ Elevation Plane: -5° to $+ 50^\circ$
2.	Electro-Optic System consisting of Day & Night Time Cameras and Thermal Imaging (IR) Capability with Video Tracking Facility	Systems is mounted on a Pan and Tilt with Coverage as specified at SN 1 of the present table.
3.	Soft Kill system (Jammer)	With Capability of RF and GNSS Jamming
4.	Command Control post in an air-conditioned chamber which will provide real time integrated displays	With Control Systems of all the Sensors and initiating the Jamming Action.
5.	Communication System between various deployed units and a capability to interface with the Army Network	
6.	Provision of having Log Records and Sequence of Activities during Operations	Auto Log Reports which may be downloaded

Note: The system is configured on ground with an EMI/EMC Shelter. The System can be powered through AC supply or through a 40KVA DG set installed at the site.



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All the sub-systems viz., RADAR, EO, RF Jammer are positioned on the ground in such a way that their respective sensors point towards the same target / multiple targets. The electronics pertaining to the RADAR, RF Jamming system are housed in a 19" racks.

Basic Specifications

SN	Parameter	Description
A.	PERFORMANCE	Range of Operation: Detection: Upto 10 km Neutralization: Upto 5 Km
B.	TARGETS OF INTEREST	Micro and Mini Sized UAVs Typical RCS of 0.001 to 0.01 sqm
C.	SPEED OF TARGET	Hovering (0 m/s to 80 m/s)
D.	ALTITUDE OF TARGET	Upto 1000 m
E.	POWER	(i) AC operated (Single Phase, AC 50 Hz) Supply from State Electricity Boards / Generator of minimum 20kVA capacity (ii) The System must also be provided with a Two (2) x 20 kVA generator for its usage during power outage. (one for redundancy) (iii) The Generator must be rugged and proven for operations during the harsh summer temperature of Indian Ocean Region.
F.	INSTALLATION	Static Installation at a pre identified location at 2 Locations. Bidder needs to undertake pre-survey and submit the results during the
G.	ENVIRONMENTAL	All Weather Operations. Bidder needs to provide details of tests undertaken to prove the system for all weather operations. Capable of both Day time and Night Operations.



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Operating Temperatures:

-10 to + 55 deg C

The Systems must have undergone ESS as part of Batch (if serially produced) / must undergo (if first of Production Lot). Bidder may submit the clearance of Qualification Tests undertaken for any previous order / delivery made to Armed Forces to substantiate with facts that all norms of QT have been undertaken.

**H. BILLS OF MATERIALS
(BOM)**

The Bidders are required to submit the Bills of Materials of the product which they are offering to the Company. The Bill of Materials must also indicate the HSN Code of the Components and also the origin of components.

Note: The bidder must submit an undertaking that it will provide access to all Technical Documents to the Technical Evaluation Committee to ascertain the level of testing required for Operations is complete.



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INDIVIDUAL SUB -SYSTEMS OF COUNTER DRONE SYSTEM

RADAR SYSTEM

The primary radar for Counter Drone System is a portable Semi Active Phased Array Radar which keeps the size, weight and power requirement to bare minimum. The Radar is mounted on a rotating platform for 360° of azimuth coverage, while Elevation coverage is achieved by Electronic scanning.

BRIEF SPECIFICATIONS:

<u>SN</u>	<u>Parameter</u>	<u>Description</u>
a)	Azimuth coverage	0° to 360°
b)	Elevation Coverage:	-5° to +50°
c)	Detection and Tracking Range (subject to Line of Sight)	≥ 8 Km (RCS 0.05 Sqm) ≥ 5Km (RCS 0.002 Sqm) 5Km for DJI Phantom 4 Targets (Estimated RCS is 0.002)
d)	Target tracking capability	Capability of Tracking Multiple Targets (At least 100 Targets Simultaneously)



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ELECTRO OPTIC SYSTEM

EO payload is an integrated sensor payload comprising of

- (a) Thermal Imager (TI),
- (b) HD Color Day Camera,
- (c) Eye Safe Laser Range Finder (ELRF) and
- (d) automatic video tracker (AVT).

The EO payload will be mounted on a Pan & Tilt Unit (PTU). EO will be slewed towards the detected target based on the cue from Radar/ RF detection system for recognition and target tracking. EO tracker will continuously track the target and it will provide the tracked data, continuously to Jamming system module for possible soft-kill of tracked threat.

BRIEF SPECIFICATIONS:

SN	Parameter	Description
a)	Detection Range	≥3 Km for 1.6x0.3mtr target
b)	Tracking Range	≥2 Km for 1.6x0.3mtr target
c)	Azimuth rotation	±180°
d)	Elevation angle:	-5° to +50°
e)	Field of View	Variable



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RF COUNTER DRONE SYSTEM (RFCDS)

The RFCDS system can detect and neutralize both remote controlled and automatic mode drones. The Solution is based on Radio Detection and control software with data fusion algorithm for the detection and Jamming of the Control Data Links and Navigation signals.

The passive RF sensor feature the state-of-the-art SDR technology with high sensitivity and high efficiency, enables the receivers in the different domains to detect and neutralize the Low-Small-Slow platform. The jamming techniques assure the effectiveness of the soft kill action to interrupt the mission of the threat.

BRIEF SPECIFICATIONS:

<u>SN</u>	<u>Parameter</u>	<u>Description</u>
a)	Azimuth	Directional 30°, Omni 360°
b)	Elevation	Directional 30°, Omni 60°
c)	Jamming Frequency	Frequency: Wide band 400MHz to 6 GHz, including ISM, non ISM and GNSS frequencies Capability to jam minimum 10 frequencies simultaneously.
d)	GNSS Spoofing	Capable
e)	RF Jammer (Soft kill) Ranges	Omni Directional > 2 km Directional > 5 km
f)	Spoofing Range	Omni Directional 3 Km Directional 5 Km



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COMMAND POST:

The Command Post provides an Integrated Display and command control System for the whole system operation. The Command Post will provide a common operating picture for all the sensors and control of the different weapon systems. At Command Post a common power supply unit will be used to power all the sensors namely Radar, RFCDS and EO System.

The following features may be available in command post:

- a. Radar Air picture
- b. Cueing of radar target to the EO system
- c. Video presentation from IR/ Day cameras
- d. Activation of Jamming
 - Power Level selection
 - Jamming Band selection

Note: Bidders are to submit a detailed technical specification of Command and Control Centre. The Equipment must also have the capability to interface with the Standard Communication Lines of Indian Armed Forces.



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ESSENTIAL FEATURES (PART – B)

- (1) Maintainability:
Bidders are requested to provide details regarding the Maintenance of the System as part of Essential Features (Part – B).
- (2) The system must be mission capable 24 x 7 at the installed sites.
- (3) The system must be provided with sufficient MRLS; these MRLS will be provided to the Bidder during the Warranty and Post Warranty Repair (ON REPLENISHMENT BASIS)
- (4) The system must need minimum Daily Maintenance
- (5) Bidders are requested to provide the detailed Maintenance Schedule of the Equipment being offered by them.
- (6) Bidders must provide adequate details of Training Required, Training Syllabus of the Equipment.
- (7) The TEC would make a detailed questionnaire to evaluate these features.



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SN	Parameter	Description
A.	PERFORMANCE	Range of Operation: Detection: Upto 10 km Neutralization: Upto 5 Km
B.	TARGETS OF INTEREST	Micro and Mini Sized UAVs Typical RCS of 0.001 to 0.01 sqm
C.	SPEED OF TARGET	Hovering (0 m/s to 80 m/s)
D.	ALTITUDE OF TARGET	Upto 1000 m
E.	POWER	(i) AC operated (Single Phase, AC 50 Hz) Supply from State Electricity Boards / Generator of minimum 20kVA capacity (ii) The System must also be provided with a Two (2) x 20 kVA generator for its usage during power outage. (one for redundancy) (iii) The Generator must be rugged and proven for operations during the harsh summer temperature of Indian Ocean Region.
F.	INSTALLATION	Static Installation at a pre identified location at 2 Locations. Bidder needs to undertake pre-survey and submit the results during the
G.	ENVIRONMENTAL	All Weather Operations. Bidder needs to provide details of tests undertaken to prove the system for all weather operations. Capable of both Day time and Night Operations. Operating Temperatures:



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-10 to + 55 deg C

The Systems must have undergone ESS as part of Batch (if serially produced) / must undergo (if first of Production Lot). Bidder may submit the clearance of Qualification Tests undertaken for any previous order / delivery made to Armed Forces to substantiate with facts that all norms of QT have been undertaken.

**H. BILLS OF MATERIALS
(BOM)**

The Bidders are required to submit the Bills of Materials of the product which they are offering to the Company. The Bill of Materials must also indicate the HSN Code of the Components and also the origin of components.

Note: The bidder must submit an undertaking that it will provide access to all Technical Documents to the Technical Evaluation Committee to ascertain the level of testing required for Operations is complete.



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Annexure I to Appendix – 'A'

Refers to para 41 of the RFP BMC/OTE/C(A)DS/001

UNDERTAKING TO COMPLY WITH ESSENTIAL PARAMETERS-'B'

Note The Bidder _____ (Name of the Company) hereby (a)
Undertakes to develop and meet all the requirements of Essential Parameters B as given at
Appendix ____ of RFP for the procurement case of Supply, Installation, Test and
Commissioning of Counter (Anti) Drone System (Two Numbers) issued on _____.

The bidder further undertakes to produce the equipment for trials of Essential Parameters 'B'
within the specified time frame as stipulated in the contract.

Accepts that failure to meet the Essential Parameters B after signing of the contract and
within the stipulated time frame, will lead to forfeiture of all bank guarantees (Performance
Bank Guarantee, Additional Bank Guarantee and Advance Bank Guarantee) and attract other
penal provisions as may be prescribed by the Company.

Failure to submit the undertaking along with the Technical Bid shall render the bid invalid
and will be rejected.



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APPENDIX – 'B'

(Refers to para 29 of the RFP BMC/OTE/C(A)DS/001)

APPENDIX – B: COMPLIANCE TABLE

SN	Requirement as per the RFP	Compliance / Partial Compliance	Indicate Paras / Reference of the Main Technical Document submitted
<u>Part -I: General Requirements</u>			
<u>Part – II: Technical Requirements</u>			
	Operational Characteristics and Features		
	Technical Offer		
	Technical Details		
	Field Evaluation		
	Product Support		
	Spares		
	Monitoring of the Project		
<u>Part – III: Commercial Requirements</u>			
	Commercial Bid		
	Price Bid Opening		
	Standard Conditions of the RFP		
<u>Part – IV: Bid Evaluation and Standard Criteria</u>			
	Evaluation and Acceptance Process		
<u>Appendices</u>			



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Appendix – 'C'

(Refer the para no. 13 of the RFP BMC/OTE/C(A)DS/001)

Appendix – C: Warranty Clause

1. The SELLER warrants that the goods/services supplied under this contract conform to technical specifications prescribed and shall perform according to the said Technical Specifications.
2. The SELLER warrants for a period of **Twenty Four Months** from the date of acceptance deliverables post Joint Receipt Inspection (as per Para 13 and as applicable on case to case basis), that the goods/stores/services supplied under this contract and each component used in the manufacture thereof should be free from all types of defects/failures (including latent and patent defects).
3. If within the period of warranty, the goods/stores are reported by the BUYER to have failed to perform as per the specifications, the SELLER shall either replace or rectify the same free of charge, maximum within **15** days of notification of such defect by the BUYER provided that the goods are used and maintained by the BUYER as per instructions contained in the Operating Manual.
4. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by user in logbook. Spares and all consumables required for warranty repairs shall be provided free of cost by SELLER. The SELLER also warrants that the special oils and lubricants required for the warranty repair of the equipment shall be provided by the SELLER himself.
5. All activities including diagnosis, rectification, calibration, transportation etc, required for making equipment serviceable and available would be the SELLER's responsibility.
6. The SELLER also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the BUYER and the SELLER. The SELLER shall intimate the assignable cause of the failures.
7. SELLER hereby warrants that necessary service and repair backup during the warranty period, including routine maintenance beyond Unit Level, shall be provided by the SELLER and he will ensure that the cumulative downtime period for the equipment does not exceed 5 % of time of the warranty period.
8. If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds 5% of the warranty period or a common defect is noticed in the quantity of goods with respect to a particular item/component/sub component, that complete item/equipment shall be replaced free of cost by the SELLER within a stipulated period of **15** days of receipt of the notification from the BUYER duly modified/upgraded through design improvement in all equipment supplied/yet to be supplied and ESP supplied/yet to be supplied.
9. SELLER shall associate technical personnel of maintenance agency and QA of BUYER during warranty repair and shall provide complete details of defect, reasons and remedial actions for averting recurrence of such defects.



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10. In case the complete delivery of the Engineering Support Package is delayed beyond the period stipulated in this contract, then the SELLER undertakes that the warranty period for the goods/stores shall be extended to that extent.
11. The SELLER warrants that the goods supplied will conform to the Temperature and Humidity conditions as mentioned at Appendix A to RFP.
12. In furtherance bidder also undertakes to provide MTBF and MTTR data to the Buyer along with the Technical Bid.

Authorised Signatory

Name & Designation

Official Seal

Date



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Appendix – 'D'

Refers to Para No. 34 of RFP BMC/OTEC/C(A)DS/001

Appendix – 'D': Detailed Project Report

1. This DPR would broadly cover the following aspects:
 - (a) Project Overview Definition of key milestones based on indicative list of milestones and broad range of timelines specified at Para 56 of RFP.
 - (b) Broad plan for execution of the Project as per delivery schedule indicated at Para 10 of RFP.
 - (c) Lifetime product support plan. Plan for meeting the Indigenous Content (IC) stipulated in the RFP.
 - (d) Standard of Preparation (SoP) of Platform/ equipment/ system. Project organisation structure as applicable
2. **Definition of Key Milestones.** This Annexure should define the key milestones in the project implementation phase and the criterion for declaring accomplishment of these milestones. The key milestones would include creating necessary infrastructure and setting up of plant and machinery required to be set up at the Indian Production Agency facilities for license manufacture of _____ in India along with training of the Indian Production Agency personnel required for the purpose. These facilities need to be set up during the period commencing from To to To + ____ months to ensure delivery of the Indian made ____ from To + ____ months onwards.
3. **Program Schedule.** The 'Program Schedule' should give estimated start and end dates for each event with respect to the award of contract (T0) thereby creating a calendar based schedule. The schedule must be provided in a Pert Chart form showing interdependencies, slack and calculation of Forward Pass and Backward Pass.
4. **Standard of Preparation (SoP).** Standard of Preparation (SoP) of the platform/ equipment/ system being offered must be defined in the PPR. This must include details of operational role-oriented equipment.
5. **Life Time Product Support Plan .** This section of the document should bring out the Bidder's plan to provide product support throughout the Total technical Life (TTL) of the platform/ equipment/ system including obsolescence management plan, mechanism to incorporate various Support Contracts in future for repairs, mechanism to work out cost spares etc. for all future procurements by applying pre-defined escalation methodologies etc.
6. **Project Organisation Structure .** This section should highlight the Bidder's organisation structure for the project implementation and define the specific organisational elements within this structure that would interface with the Company
7. **Any Other Issue That the Bidder Finds Relevant .** This section would include any issues that the Bidder finds relevant for the implementation of the 'Make' portion of the program.



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Appendix – 'E'

Refers to Para 35 of the RFP BMC/OTE/C(A)DS/001

APPENDIX – E: CERTIFICATE: MALICIOUS CODE

(To be rendered on the Company Letter head)

1. This is to certify that the Hardware and the Software being offered, as part of the Contract, does not contain embedded malicious code that would activate procedures to inhibit the desired and designed function of the equipment. Cause physical damage to the user or equipment during the exploitation. Tap information resident or transient in the equipment/ networks.
2. The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Rights (IPRs) are caused due to activation of any such malicious code in embedded software.

(Signed)

Designation/

Name/

Address of firm

Date:

Place:



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Appendix – 'F'

Refers to Para 16 of the RFP No. BMC/OTE/C(A)DS/001

Appendix – 'F': PRODUCT SUPPORT

Maintenance Philosophy.

Maintenance of the equipment is structured on three different levels. The Maintenance philosophy can be categorised into 'O', 'I' & 'D' levels depending upon the technological complexity of the equipment as under:

(a) 'O' Level. Includes In – Situ Repairs

In - Situ Repairs. Repairs, carried out within the premises where the system is installed and commissioned using tools supplied by the manufacturer. These repairs generally pertain to cleaning, lubrications, minor repairs and replacement of components and minor assemblies including Line Replaceable Units (LRUs) etc, carried out without any sophisticated tools or test equipment. The manufacturer is required to provide the following as per provisions in the RFP for carrying out such repairs:

(aa) Table of Tools and Equipment (TOTE) with each equipment including operators manual.

(ab) Special Maintenance Tools (SMT), Special Test Equipment (STE) and Special Equipment (OSE) as required.

(a) 'I' Level .

(Company may establish this facility at any one of the location for the I-Level Repair during the CMC Period)

Includes 3rd level Intermediate Repairs by the Company at any one location of the Two Proposed Locations. These are extensive or special repairs carried out to include component level repairs. This level of repair envisages special diagnosis and repairs of the repairable inventory up to Printed Circuit Board (PCB) level, major assemblies, interface equipment/software and other components beyond the scope of In-Situ repairs. These repairs are carried out in the designated workshops by technicians specially trained for this purpose requiring special tools and spares and the number of such facilities will be stated based on equipment deployment pattern. The manufacturer is required, among others, to provide the following:

- (a) Quantity and specification of spares up to PCB level that need to be stocked for a population of the equipment.
- (i) Special Maintenance Tools and Test Equipment that has to be provided to each of these workshops.
- (ii) Oils and lubricants necessary for Servicing.
- (iii) All necessary technical literature.
- (iv) Calibration facilities for test equipment, where applicable.

Any other activities for Repair must be available with the Bidder throughout the lifespan of the Product.



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Appendix – 'G'

Refers to Para 53 of the RFP No. BMC/OTE/C(A)DS/001

Appendix – 'G': ACCEPTANCE OF TERMS & CONDITIONS OF TENDER

(To be given on Company Letter Head)

To,
HoD (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: -

_____ a
s 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)



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Appendix – 'H'
(RFP No. BMC/OTE/C(A)DS/001)

Appendix-'H': ELECTRONIC PAYMENT SYSTEM MANDATE FORM

SI No	Description	Details
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)



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Appendix – 'I'

Refers to Para 6 of the RFP No. BMC/OTE/C(A)DS/001

Appendix-'I': 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



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Appendix – 'J'

Refers Appendix J of the RFP No. BMC/OTE/C(A)DS/001

Appendix-'J': Performance Bank Guarantee (PBG) FORMAT

This deed of guarantee executed on day ofby.....Bank, Branch..... hereinafter called the 'Bank' (which term shall mean and include its successors and assigns wherever the context so admits) in favour of BrahMos Aerospace Pvt. Ltd., a Company incorporated and registered under the Companies Act, 1956, having its registered Office at 16, Kirby Place, Cariappa Marg, Delhi Cantt-110010, INDIA (hereinafter referred to as 'BrahMos', which term shall include its successors and assigns.)

2. In consideration of BrahMos Aerospace Pvt. Ltd. (BrahMos) having placed the: Purchase Order No. _____ dated _____ (hereinafter called the Agreement) on M/s _____ (here in after called the said "Contractor/SELLER") (which term shall mean and include its successors assigns and legal representatives) and whereas the Contractor/SELLER has undertaken to provide a Bank Guarantee for an amount of Rs. (RUPEES. ONLY) (Being the amount equivalent to ()% of the total value of Agreement), to secure its obligation to you for warranty of the material as mentioned in para _____ of the Agreement, we.....(name of the bank, address) hereinafter referred to as "the Bank") at the request of Contractors do hereby undertake to pay BrahMos an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by BrahMos by reason of any breach by the said agreement.

3. We.....(Bank) do hereby unconditionally and irrevocably agree and undertake to pay to BrahMos the amounts due and payable under this guarantee without any demur merely on a demand from BrahMos stating that the amount claimed is due by the way of loss or damage caused to or would be caused to or suffered by BrahMos by reason of breach by the said "Contractors" / "SELLER" of any of the terms and conditions contained in the said agreement or by reason of the contractor's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

4. We undertake to pay BrahMos any money so demanded notwithstanding any dispute or disputes by the "Contractors" / "SELLER" in any suit or proceedings pending before any court or tribunal relating thereto, our liability under this guarantee being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the "Contractors" / "SELLER" shall have no claim against us for making such payment.

5. We(Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that, would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BrahMos under or by virtue of the said Agreement have been fully paid and its claims satisfied or, discharged or till BrahMos certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said "Contractors" / "SELLER" and accordingly discharges this guarantee. Provided that if BrahMos together with the Contractor / SELLER seeks an extension of term of the guarantee, such extension shall be guaranteed by the Bank and the guarantee shall be in full force till the expiry of such extended period.

6. We(Bank) further agree with BrahMos that BrahMos shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said



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Contractor(s) / SELLER from time to time or to postpone for any time or from time to time any of the powers exercisable by BrahMos against the said Contractors / SELLER and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) / SELLER or for any forbearance, act or omission on the part of BrahMos or any indulgence by BrahMos to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

7. It shall not be necessary for BrahMos to proceed against the Contractor / SELLER before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security, which BrahMos may have obtained or obtains from the Contractor / SELLER.

8. This guarantee shall not be discharged due to the change in the constitution of the Bank or the Contractor(s) / SELLER.

9. We.....(Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of BrahMos in writing.

10. Our liability is limited to a sum not exceeding Rs..... Unless a claim is made on us in writing on or before 3 months beyond the date of completion of delivery period as specified in the contract, we shall be discharged from liability under this guarantee.

In witness whereof these presents are executed at on the date, month and year first herein above written.

Notwithstanding anything contained herein

- I. Our liability under this Bank Guarantee shall not exceed Rs.....
- II. This bank Guarantee will be valid up to.....(Date) (Inclusive of claim period)
- III. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and if you serve upon us a written claim or demand on or before(Date) (Inclusive of claim period)

FOR AND ON BEHALF OF THE BANK

Date:

Place:

Witness

(With full name & Address)

1.

2.



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Appendix – 'K'

Refers to Para __ & __ of the RFP No. BMC/OTE/C(A)DS/001

Appendix-'K': CRITERIA FOR VENDOR SELECTION

Sl No	Parameter	Description
1	Financial	
(a)	Average Annual Turn Over	Min Avg Annual Turnover for last 03 financial years, ending 31st March of the previous financial year, should not be less than 30% of estimated annual outflow of project cost
(b)	Net Worth	Net worth of entities, ending 31st march of the previous financial year, should not be less than 5% of the estimated cost
(c)	Insolvency	The entity should not be under insolvency resolution as per IBC at any stage of procurement process from the issuing of RFP to the signing of contract.
2	Technical	
(a)	Nature of Business	Manufacturing entity or System Integrator of defence equipment and not a trading company, except in cases where OEM participates only through its authorised Vendors.
(b)	Experience related field in	Min 02 Yrs. Experience
(c)	Quality Certification	The product should have been deployed
3	Others	
(a)	Registration	Registered for Min 02 Years, 01 years for MSMEs.
(b)	Industrial License	Posses or be in the process of acquiring a license, if the product under project requires license as per DIPP licensing policy.(if necessary)



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Appendix – 'L'

Refers to Para 53 of the RFP No. BMC/OTE/C(A)DS/001

Appendix-'L': COMMERCIAL TERMS AND CONDITIONS

1. **PERFORMANCE GUARANTEE:** The BIDDER will be required to furnish a Performance Guarantee as per format in **Appendix-J** for a sum equal to 5% of the contract value within 30 days of receipt of the purchase order. Performance Guarantee should be valid for the complete contract period plus warranty period of 12 months and 03 months claim period.
2. **Earnest Money Deposit (EMD):** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of Rs. 1.5 Cr (Rupees One Crore Fifty Lakhs Only) along with their Bids. The EMD may be submitted in the forms of an Account Payee Demand Draft, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM 13 (available on MoD website and can be provided on request). EMD to remain valid for a period of forty five days beyond the final bid validity period. EMD of the unsuccessful Bidders will be returned to them at the earliest after expiry of final bid validity and latest on or before the 30th day after the award of the contract. The Bid security of the successful Bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organisation (eg DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself for the same item/range of product, goods or services for which tenders have been issued. The EMD will be forfeited if the Bidder withdraws or amends impairs or derogated from the tender in any respect within the validity period of their tender.
3. **Payment Terms:** 100% of the order value plus applicable GST will be paid only after satisfactory delivery duly certified by BAPL rep from IT Department & submission of Invoice in Original.
4. **Invoice Preparation:** All Invoices shall contain the following information:
 - (a) All Invoices shall be raised and submitted to Sr AGM(Finance), BAPL, Hyderabad with a copy to HoD (Commercial), BAPL New Delhi. The address of BAPL, 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.



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5. **Documents to be submitted for claiming payment:** The following documents need to be submitted to Sr AGM (Finance), BAPL 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 Acceptance issued by the Buyer (original) during PDI forwarded to SELLER
6. **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 BAPL in GSTIN site.
7. **Liquidated Damages:** Will be at the rate of 0.5% per week of delay and part thereof subject to maximum of 10% of order value on failure to complete the delivery within the need date.



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Annexure-I to Appendix-L

Annexure-I to Appendix-L: Standard Terms and Conditions

The Bidder is required to give confirmation of their acceptance of the Standard Terms & Conditions of the RFP mentioned below (refer Appendix-B) 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.

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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



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- (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.
7. **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.
8. **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.
9. **Risk and Expense Clause:**
- (a) Should the stores or any instalment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any instalment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- (b) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-
- (i) Such default
- (ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered thereunder.
10. **Force Majeure clause:** Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment 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. A meeting with reps of BUYER and SELLER will be conducted before invoking Force Majeure Clause.
11. **Packing and Marking:** The deliverables shall be packed in standard containers / packets as recommended by the manufacturer for storage and transportation. The packing of the item shall conform to the requirements of specifications and standards in force in India.



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Appendix-M

Appendix-'M' – Non Disclosure Agreement

(To be printed on Rs 100/- Stamp Paper)

NON DISCLOSURE AGREEMENT

This Agreement is entered on ____ Day of _____ Month _____ Year into by and between:

BrahMos Aerospace, a company organized and existing under the laws of India with registered office at 16, Cariappa Marg., Kirby Place, Delhi Cantt.-110 010 India, (Hereinafter referred to as "**First Party**") on the one part,

And

_____, a company organized and existing under _____ law, whose registered office is at _____, ("**Second Party**") hereinafter referred to as "**Receiving Party**" which expression shall unless it be repugnant to or inconsistent with subject or context thereof, include and be deemed to include their Heirs, Executors, Successors or Administrators and permitted assigns on the other part.

Hereinafter collectively referred to as the "Parties" or individually as the "Party"

PREAMBLE

WHEREAS, BrahMos Aerospace Private Limited, a joint venture between India's Defence Research and Development Organisation (DRDO) and Russia's NPO Mashinostroyeniya, is the manufacturer of BrahMos supersonic cruise missile that can be launched from ships, submarines, aircraft or land

- I. **WHEREAS**, First party and Receiving Party are interested in sharing technical details for _____

- II. **WHEREAS**, First Party and Receiving Party are willing to share technical and/or commercial details for ascertaining feasibility of _____

- III. **WHEREAS**, First Party possess certain sensitive and confidential information and desires to disclose it to the Receiving Party for fulfilling the purpose defined in Serial II and III of Preamble
- IV. **WHEREAS**, from time to time and for these purposes, it may be desirable or necessary for the First Party hereto to disclose to each other certain technical or business information of a proprietary or confidential nature, hereinafter referred to as "Confidential Information", and
- V. **WHEREAS**, the Parties hereto are willing to provide for the conditions of such disclosure of Confidential Information and the rules governing the use and the protection thereof;



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NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Definition

"The Confidential Information" means any information, which shall include but not limited to design, fabrication and assemble drawings, know-how processes, product specifications, raw materials, product samples, inventions, concepts, business plans, proposal plans, scientific and industrial information, capabilities, experience, developments, production procedures, facilities layout, calculations, technical specifications, test results, design procedures, reports, findings, trade and business secrets, financial data and any other technical and/or commercial information or data, disclosed by first Party to the receiving party under this agreement, directly or indirectly and in any form whatsoever (including, but not limited to disclosures made in writing, oral or in the form of samples, models, computer programmes, drawings or other instruments).

1.1 Such confidential Information shall also include but shall not be limited to:

- 1.1.1 information disclosed by the First Party in writing marked as confidential or Proprietary at the time of disclosure;
- 1.1.2 information disclosed by the First Party orally or visually which is slated to be confidential or Proprietary at the time of disclosure;
- 1.1.3 information disclosed in any other manner is designated in writing as Confidential or Proprietary Information at the time of disclosure;
- 1.1.4 Notwithstanding sub-clauses 1.1.1, 1.1.2 and 1.1.3 of this definition, any information whose nature makes it obvious that it is confidential. Such information shall include business plans, proposal plans, scientific and industrial information, capabilities, experience, developments, production procedures, facilities layout, calculations, technical specifications, test results, design procedures, reports, findings, trade and business secrets, inventions, unpublished knowhow, financial data and any other information that has been so identified by the disclosing party.

1.2 Such Confidential Information shall not include information which the Receiving Party can prove that:

- 1.2.1 is, at the time of disclosure, publicly known; or
- 1.2.2 becomes at a later date, publicly available otherwise than a wrongful act or negligence or breach of this Agreement of by the Receiving Party; or
- 1.2.3 the Receiving Party can demonstrate by its written records, was in possession, or known to the Receiving Party, before receipt under this Agreement, and which was not previously acquired under an obligation of confidentiality; or
- 1.2.4 is legitimately obtained at any time by the Receiving Party from a third Party without restrictions in respect of disclosure or use; or
- 1.2.5 the Receiving Party can demonstrate to the satisfaction of the Disclosing party, has been developed independently of its obligations under this Agreement and without access to the Confidential Information.



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2. Identification

When Confidential information is disclosed in writing or other tangible form, the information shall be marked "CONFIDENTIAL" or with similar legend on each page containing Confidential information. When Confidential information is disclosed orally, visually or in any other intangible form, such information shall be identified as confidential at the time of disclosure, subsequently summarized and confirmed in writing within Thirty (30) days from the initial disclosure, referring the date of disclosure.

3. Standard of Care

The Receiving Party shall protect the confidential information disclosed by the First Party with appropriate care.

- a. Receiving Party shall communicate to First Party in writing the list of nominated persons for receiving confidential information.
- b. Confidential information should not be communicated through unsecured channels. Confidential information should be exchanged preferably through signed letters and by hand.
- c. When confidential information is received by Receiving Party, the Receiving Party should acknowledge the receipt of confidential information.
- d. Receiving Party should not discuss the confidential information disclosed by First Party with any Third Party, within Government Organizations or outside Government Organizations without the prior written approval of First Party. The Firm agrees to promptly notify First Party of any misuse/misappropriation/loss/comprise of the confidential information.

4. Either Party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.

5. This Agreement will be construed in, interpreted and applied to accordance with the laws of India.

6. Confidentiality Period

6.1 During the validity of this agreement and for a period of ten (10) years from the expiry of this Agreement as per article 9 (or such other period as may be agreed) the following shall apply:

- 6.1.1 The receiving Party shall keep the Confidential Information in strict confidence using the same degree of precaution and safeguards as it uses to protect its own



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Confidential Information of like importance, but in no case any less than reasonable care;

- 6.1.2 The receiving Party undertakes to disclose Confidential Information only on a need to know basis to its employees who are directly involved in the scope of this Agreement and then only in the understanding that such persons are made aware of and undertake to observe the provisions of this Agreement. The receiving Party shall ensure that its personnel adhere to agreement even beyond the date at which a contractual relationship between employer and employee cease to exist.

Furthermore, and not in limitation of the foregoing, the receiving Party shall not disclose the "Confidential Information" to any of its agents or consultants without the prior written consent of the issuing Party and the agent's and/or consultant's agreement to enter into a similar Confidentiality Agreement enforceable directly by the issuing party.

- 6.1.3 The receiving Party undertakes not to use such Confidential Information otherwise than for purposes as described in the Preamble above unless such use is specifically authorised in writing by the disclosing Party.

- 6.1.4 The receiving Party undertakes not to copy or reduce Confidential Information to writing except as may be strictly necessary for purposes as described in the Preamble above and to return to the disclosing Party on demand all copies of Confidential Information as sent by the disclosing Party to the receiving Party, and to destroy all notes and any other written reports or documents which may have been made by the receiving Party to the extent that they contain any part of or reference to the Confidential Information in whole or part, except as authorised in writing by the disclosing Party, or as is strictly necessary to complete any outstanding obligations relating to the purposes of this Agreement where after such Confidential Information shall be returned or destroyed as aforesaid. 6.1.5 Notwithstanding clauses 6.1.1 to 6.1.4, the receiving Party may disclose information which is mandatory required to be disclosed pursuant to any order arising from an applicable legal requirement; or legal process issued by any court; or any competent government authority of rules; or regulations of any relevant regulatory body, only to the extent of such order; provided, however, prior notice detailing the information to be provided, is given to the disclosing party before any such disclosure is made

- 6.2 Nothing herein shall be deemed to replace or prejudice any governmental security classification reference on any part of the Proprietary Information, and the receiving Party undertakes to respect and observe any such classification and to treat the same with such degree of care and security as is required by the relevant governmental authority in the country of the disclosing Party.



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7 Return of Materials

The Receiving Party shall return to the First Party, or at the discretion of the First Party certify the destruction of all copies of the First Party's confidential information upon written request of First Party.

8 No License

Nothing herein constitutes a license or other transfer of rights in respect of either Party's interest in any Confidential information disclosed pursuant to this Agreement.

9. Term

The Term of this agreement is Five (5) years from the effective Date, however, those Sections 6, 8 and 11 hereof shall survive even after expiration or termination hereof.

10. Assignment, Modification and Waiver

No assignment, modification, or waiver of any Term of this Agreement shall be effective unless set forth in writing and signed by an Authorized Representative of each Party. No failure to enforce any provision of this Agreement shall be construed as waiver.

11. Dispute Resolution

Difference of opinion, if any, arising during the period of this Agreement, concerning the execution of the responsibilities will be settled on the basis of mutual consultation by the signatories or their designated nominees. The parties will make best possible efforts to resolve the dispute and in case of their failure to do so and reconciling the dispute mutually, the same shall be referred for Arbitration

12 Governing Law and Arbitration

Any question, dispute or difference arising under the Contract (except as to any matter, the decision of which is specifically provided for) shall be referred to arbitration by three (3) arbitrators in accordance with the Arbitration Rules. The Award of the Arbitrator shall be final and binding on both the Parties. The Arbitrator shall be entitled to extend time of award by the consent of the Parties from time to time. The venue of Arbitration shall be New Delhi or any other Place as may be decided by the Arbitrator and the expenses of the Arbitration shall be at the discretion of the Arbitrator. Subject as aforesaid, the Arbitration and Conciliation Act 1996 and the Rules there under and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this condition. The language to be used in the arbitral proceedings will be the English language, the parties agree that the arbitration award shall be final and binding upon the parties.



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13. Severability

If any provision of this Agreement should be held to be invalid in any way or unenforceable it shall be severed and the remaining provisions shall not in any way be affected or impaired and this Agreement shall be construed so as to most nearly give effect to the intent of the Parties as it was originally executed.

14. Reciprocity

The rights and obligations set out in this Agreement shall apply equally to both Parties to the extent that the Confidential Information is disclosed by one to another.

15. Property Rights

This Agreement shall not be construed as granting expressly or impliedly any rights under know-how, patents, copyright and any other form of intellectual property rights belonging to the disclosing Party in respect of Confidential Information, the ownership of which shall remain vested in the disclosing Party at all times.

16. Entire Agreement

This Agreement constitutes the entire Agreement between the Parties with respect to the matters covered by this Agreement, supersedes all prior agreements and understandings with respect thereof, and may only be amended in writing signed by both Parties.

This Agreement shall be binding and inure to the benefit of the undersigned Parties, their Successors and Assigns.

17. Publicity

No publicity nor public announcement concerning the existence or content of this Agreement, whether by sales literature, press, radio, TV or any other media, shall be sought or permitted by either Party without the prior written consent of the other.

18. Miscellaneous

This Agreement is intended to facilitate only the exchange of Proprietary Information and is not intended to be, and shall not be construed to create a teaming agreement, joint venture association, partnership or other business organization or agency arrangement and no party shall have the authority to bind the other without the separate prior written agreement thereof.

Nothing in this Agreement shall be considered as an obligation to either Party to (i) do or not to do anything or (ii) disclose information, or as a warranty of the accuracy or completeness of the information provided to the other Party.

19. Communications

In addition to the signatories of this Agreement, it is hereby expressly agreed that the persons identified herein below shall be the sole persons authorized to transmit and/or receive Confidential Information on behalf of the Parties:



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First Party: BrahMos

BrahMos Aerospace Private Limited

16. Cariappa Marg. Kirby Place

Delhi Cantt. 110 010 (INDIA)

Second Party / Receiving Party

Any modifications in the name or address of the above individual by one Party shall be notified to the other in writing.

In WITNESS WHEREOF, the Parties hereto executed this Agreement, two originals, by their duly authorized officers or representatives.

Signed for and on behalf of:

First Party

Second Party / Receiving Party

BRAHMOS AEROSPACE

By:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:



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Appendix-N

Appendix-'N': Technical Specification

SN	QRs / Technical Specifications	Trial Directives	Remarks
1.	General Description		
(a)	The Anti Drone System / Equipment should provide Multi Sensor based complete and comprehensive solution with regards to UAS detection, tracking, identification and neutralisation.		
(b)	The Systems should be installed at a pre – surveyed location		
(c)	All the sub-systems including integral power solutions should be transportable and capable of deployment on rooftop of buildings/ unprepared surfaces. Ruggedized boxes with handles and latches with locking devices should be provided for carrying all equipment		
(d)	Detection, tracking and neutralisation of swarm drones approaching simultaneously from multiple directions		
(e)	It should integrate all detection sensors and identify threats to provide operator with a composite air situation picture		
(f)	Facilitate selection and management of responses for countering UAS, using jammer systems		
(g)	Fast Switching between wideband detection and wideband jamming modes to neutralise advanced UAS types which use multiband switching system.		
(h)	The Command-and-Control Centre should have the capability to operate sensors and carryout soft kill. The fused target data from multiple sensors must be provided to operate quick decision making		
(j)	System should not detect and Jam Cellular Communication Bands		
2.	General Composition		
	The following is expected composition <ul style="list-style-type: none"> i. RF Detector ii. 3D Radar 		



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SN	QRs / Technical Specifications	Trial Directives	Remarks
	<ul style="list-style-type: none"> iii. RF & Satellite Navigation Jammer System iv. EO & IR v. Spoofing / Take Over vi. Command and Control Centre (C2 Centre) vii. Packing viii. Transportation 		
3.	Detection Unit		
(a)	The system should be able to detect Drones / Unmanned Aerial Systems (UAS) / RPAs	The Board of Officers will verify functional capability of the detection system as demonstrated by firm during trial.	
(b)	The detection should be carried out with the help of combination of following sub-systems i.e RADAR, RF Detector, EO, IR Equipment as per requirement	The Board of Officers will verify functional capability of the detection system with the help of combination of sub-system as demonstrated by firm during trial.	
(c)	The field of view should be 360° azimuth coverage	The firm will demonstrate, and BOO will verify the same	
(d)	The system should be able to classify and provide alerts to the User through Audio and Visual Alarms to the system operator at system console / control, when any Drone / Unmanned Aerial System (UAS) / Remotely Piloted Aircraft is detected.	To be checked and verified by BOO physically / functionally	
(e)	<p>The false alarm / fail alarms should not be more than 5%.</p> <p>Further False alarm is categorized as</p> <ul style="list-style-type: none"> (i) Positive False Alarm (Alarm Raised while in actual drone was not available. (ii) Negative False Alarm (Alarm not raised while drone was approaching to own restricted location). 	The firm will provide OEM Certification and BOO will verify the same	
(f)	The system should be able to operate at temperature range of (-) 10 degrees to (+) 55 degrees Celsius	The firm will provide National / International accredited lab certification / report in this regard.	



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SN	QRs / Technical Specifications	Trial Directives	Remarks
		The Company may call for trial under specified conditions in one or more locations	
(g)	Detection Time: Maximum 10 second after entering into specified detection range	The firm will demonstrate, and BOO will verify the same	
(h)	The detection capability should be both during day & night under all weather conditions.	The firm will demonstrate, and BOO will verify the same	
(i)	The system should be able to detect up to 100 target drones or more simultaneously.	The firm will provide OEM certification and BOO will verify the same to the extent possible.	
(j)	The system should be able to detect the target drones flying upto 80 m/s.	The firm will demonstrate, and BOO will verify the same. (Efficiency to be tested at slowest and fastest speed). The firm will submit a certificate for detection of targets flying beyond the commercial drone speed range	
(k)	The system should be able to detect all types of drones including non-metallic drones	<u>Trial directives</u> To be checked and verified by BOO. OR Firm will submit certificate from Govt. accredited lab/ International accredited lab. OR The firm will provide OEM certification, and BOO shall verify the same The vendor shall update the database on periodic basis for identification of Type of Drones	
4.	RADAR		



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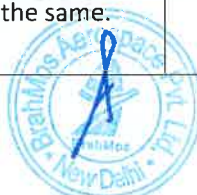
SN	QRs / Technical Specifications	Trial Directives	Remarks
(a)	The radar should have ability to provide 360° coverage in azimuth. The 3D Radar (ability to provide Range, Azimuth & Height, and Speed of UAS)	The firm will demonstrate, and BOO will verify the same.	
(b)	Azimuth Coverage : 360°	The firm will demonstrate, and BOO will verify the same.	
(c)	Elevation coverage: -5° to +50°	The firm will demonstrate, and BOO will verify the same.	
(d)	Average update rate in C2: Min of 5 Sec or better	The firm will demonstrate, and BOO will verify the same.	
(e)	Target Location Accuracy: ± 10 meters or better	The firm will demonstrate, and BOO will verify the same.	
(f)	Track-While-Scan (TWS) capability	The firm will demonstrate, and BOO will verify the same.	
(g)	The system should be ruggedized EMI/ EMC compliant.	The firm will provide National/ International accredited lab certificate/ report in this regard.	
(h)	Ability to initiate, detect and track UAS track in the presence of clutter.	The firm will demonstrate, and BOO will verify the same.	
(i)	Minimum Range: 200 m or better	The firm will demonstrate, and BOO will verify the same.	
(j)	Self-calibration capability i.e. the radar should be able to assess the environment conditions like (weather, co-existing Noise etc.) and decide appropriate <u>Transmission Wave pattern, without the requirement of operator's intervention</u>	The firm will provide National/ International accredited lab certificate/ report in this regard.	
(k)	The maximum number of targets that can be tracked simultaneously: 100 or more.	The firm will provide National/ International accredited lab certificate/ report in this regard.	



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SN	QRs / Technical Specifications	Trial Directives	Remarks												
(I)	<div>Detection range:<table><tr><th>Type of UAV</th><th>Average RCS</th><th>Min Detection Range</th></tr><tr><td>Nano UAV</td><td>Upto 0.005</td><td>2 Km</td></tr><tr><td>Micro UAV</td><td>Upto 0.01</td><td>5 Km</td></tr><tr><td>Small UAV</td><td>Upto 0.1</td><td>8 Km</td></tr></table></div>	Type of UAV	Average RCS	Min Detection Range	Nano UAV	Upto 0.005	2 Km	Micro UAV	Upto 0.01	5 Km	Small UAV	Upto 0.1	8 Km	<div>The BOO will verify the detection range of the system during trial.</div> <div>For trial. purpose following to be considered: -<div>Nano' UAV: 'DJI mini or equivalent in dimensions</div><div>Micro UAV: DJI Phaatom or equivalent in dimensions</div><div>Small' UAV: DJI Matrice 300 or equivalent in dimensions</div></div>	<div>The Bidder needs to bring the UAVs at his own expense</div>
Type of UAV	Average RCS	Min Detection Range													
Nano UAV	Upto 0.005	2 Km													
Micro UAV	Upto 0.01	5 Km													
Small UAV	Upto 0.1	8 Km													
5.	RF Detector / Receiver / DF System:														
(b)	It should have the ability to provide 360 °azimuth coverage by scanning the environment and detecting potential Drone/ UAS/ RPAs threat in the area of interest. The following minimum capability is required:-	The firm will demonstrate, and BOO will verify the same.													
(c)	Receiver covering 400 MHz to 6 GHz covering all ISM and non-ISM bands used by commercial and military drones used for Drone/ UAS/ RPAs control, navigation and transmission systems is desired.	The firm will provide National/ International accredited lab certificate/ report in this regard.													
(d)	The system shall be capable of tracking and locating the operator(s) controlling the drone(s). (Optional)	The BOO will verify the functional capability of the system													
(e)	<div>Detection range:<ul style="list-style-type: none">Micro & Mini: 5 Km or better.Small: 8 Km or better.</div>	The BOO will verify the detection range of the system during trial.													
(f)	Average update rate in C2: .5 Sec or faster	The firm will demonstrate, and BOO will verify the same.													
(g)	It must have simultaneous multiple detection capability to detect Drone/ GAS/ RPAs coming from multi-directional approach.	The firm will demonstrate, and BOO will verify the same.													



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SN	QRs / Technical Specifications	Trial Directives	Remarks
(h)	Detection capacity is to be independent. of the need to have any library data of drones in the system Optional- Provision of inbuilt database library to identify specific type of drone updatable on periodic basis, with facility to update library at user end.	The firm will demonstrate, and BOO will verify the same.	
(i)	RF detection system shall have the ability to detect encrypted communication signals used by Drones/ UAS/ RPAs.	The firm will provide National/ International accredited lab certificate/ report in this regard. OR The user may conduct trial in this regard subject to availability of such drone(s).	
6.	ELECTRO OPTICAL & IR SENSOR		
(a)	Surveillance capability- 360°	The firm will demonstrate, and BOO will verify the same	
(b)	Capability to slew to the Radar/ COMINT sensor.	The firm will demonstrate, and BOO will verify the same	
(c)	Auto Pan, Tilt and Zoom (PTZ) and inbuilt software stabilization.	The firm will demonstrate, and BOO will verify the same	
(d)	Detection and recognition of type of drones.	The firm will demonstrate, and BOO will verify the same	
(e)	EO camera resolution of 1920 x 1080 pixels (full HD) or better	The firm will provide OEM certification, and BOO will verify the same.	
(f)	Video Motion Detector for automatic detection and tracking of low contrast moving drone(s).	The firm will demonstrate, and BOO will verify the same	
(g)	Infra Red (IR) Camera: Image Resolution: 640 X 480 or better. Cooling: Inbuilt.	The firm will provide OEM certification and BOO will verify the same.	



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SN	QRs / Technical Specifications	Trial Directives	Remarks						
(h)	<p>EO and IR sensor should have adequate zoom to be able to identify drones from specified range.</p> <table><tr><td>Drone / UAV Category</td><td>Minimum Range</td></tr><tr><td>Micro</td><td>02 Km</td></tr><tr><td>Small</td><td>04 Km</td></tr></table> <p>Optical zoom: 20X continuous or more for both day and night camera (EO & IR camera)</p>	Drone / UAV Category	Minimum Range	Micro	02 Km	Small	04 Km	The -firm will demonstrate and BOO will verify the same	
Drone / UAV Category	Minimum Range								
Micro	02 Km								
Small	04 Km								
(i)	<p>In case of cue by Radar, the EO and IR sensor should be able to display the target clearly and instantaneously. In case of cue by RF, EO and IR sensor should move to respective direction to enable operator to locate the target.</p>	The -firm will demonstrate and BOO will verify the same							
(j)	<p>Other System Features:</p> <p>(aa) Integrated Automatic Target tracker</p> <p>(ab) Inbuilt Image Enhancement</p> <p>(ac) Ethernet IP interface for camera settings and pan tilt control.</p>	The -firm will demonstrate and BOO will verify the same							
7.	Jamming / Neutralisation Unit								
(a)	<p>SOFT KILL</p> <p>It should have the capability to jam Satellite based navigational systems and RF communication links which are used by the target Drones/ UAS/ RPAs for navigation and control. The following are the requirements: -</p>	<p>The firm will demonstrate and BOO will verify the same.</p> <p>AND</p> <p>The firm will also provide National/ International accredited lab certificate/ report in this regard.</p>							
(b)	<p>The System should be capable of neutralizing the drones/UAVs/ RPAs. It should be able to jam RF & GNSS links independently/ simultaneously within 10 secs after initiation of jamming.</p> <p><u>Jamming Range:</u></p>	<p>The BOO will verify</p> <p>The functional jamming capability of the system as demonstrated by vender during trial by flying drones operating in different frequencies.</p>							



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	<p>(i) Omni Directional : Minimum 02 Km or better</p> <p>(ii) Directional Minimum 05 Km or better</p> <p>The Jammer should be capable of jamming swarm Drones (up to drones or more) simultaneously in specified range.</p>	<p>The BOO will verify the functional jamming capability of the system by flying multiple drones from different directions.</p> <p>Minimum number of drones to be offered for trial is 04 (Four). However, the number of drones used for conducting the trial will be decided by the BOO as per the <u>availability and clearance at test site</u>.</p> <p>The firm will demonstrate and BOO will verify the same.</p>	
(c)	Drone Spoofing Range- 2 Km (Omni Directional) 5 Km (Directional)	The firm will demonstrate and BOO will verify the same.	
(d)	GUI controls to select any desired band jammer to Omni or Directional jamming independently.	The firm will demonstrate and BOO will verify the same.	
(e)	Simultaneous jamming option for the given bands below:(i) Simultaneous jamming in all ISM bands and non-ISM bands	<p>The firm will demonstrate and BOO will verify the same.</p> <p>AND</p> <p>The firm will also provide National/ International accredited lab certificate/ report in this regard</p>	



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SN	QRs / Technical Specifications	Trial Directives	Remarks
(g)	Simultaneous jamming in all GNSS bands capability to Jam GPS, GLONASS, BeiDou, Galileo and IRNSS systems.	The firm will demonstrate and BOO will verify the same. AND The firm will also provide National/ International accredited lab certificate/ report in this regard	
(h)	Ability to enable/disable jamming in one, several or all frequencies at a time.	The firm will demonstrate and BOO will verify the same. AND The firm will also provide National/ International accredited lab certificate/ report in this regard	
(j)	Elevation coverage: -5° to 50°	The firm will demonstrate and BOO will verify the same. AND The firm will also provide National/ International accredited lab certificate/ report in this regard	
(k)	(h) Types of Jamming: (i) Sweep and barrage. Selectable any one at a time (ii) Any spot frequency in the specified frequency range.	The firm will demonstrate and BOO will verify the same.	
(l)	Should have provision for 'automated operation (coupled with sensor) with provision for manual override with facility to skip pre-defined friendly frequency.	The firm will demonstrate and BOO will verify the same.	
(m)	Continuous jamming: Min 30minutes or better & Cooling period: Max 5 Min or better	The firm will demonstrate and BOO will verify the same.	



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(n)	Modes: (v) Default options must be loaded for effective jamming for drones operating in frequency hopping. The wide band jammer shall be loaded shall get tuned automatically to emitter frequency in auto mode of jamming.	The firm will demonstrate and BOO will verify the same.	
(o)	Software Defined Radio (SDR) Jamming capability. The jammer to have the facility of automatically self-tuning the detected frequency by use of SDR technology for opening up Jamming operation.	The firm will demonstrate, and BOO will verify the same.	
8.	Command and Control Centre		
(a)	Each C(D)AS system will have its C2 Centre which can receive inputs from all sensors, generate the fused composite air situation and facilitate detection, classification, jamming and neutralization of hostile Drone/ UAS/ RPAs.	The firm will demonstrate, and BOO will verify the same.	
(b)	Real time input from Drone Detection Radar, RF Sensor and EO and IR Camera system should be independently/ simultaneously displayed in the <u>Operator Work Station</u> (OWS).	The firm will demonstrate, and BOO will verify the same.	
(c)	The display of each sensor must be selectable. (i) The GUI of OWS must facilitate PIP (Picture in Picture) facility. (ii) Facility to select the input of any sensors in • the PIP window to be provided.	The firm will demonstrate, and BOO will verify the same.	
(d)	Should be able to facilitate Display track of approaching UAS.	The firm will demonstrate, and BOO will verify the same.	
(e)	GUI should have provision to accept COTS local maps/ Terrain Data. Provision to accept raster, vector and digital terrain database.	The firm will demonstrate, and BOO will verify the same.	



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SN	QRs / Technical Specifications	Trial Directives	Remarks
(f)	Auto record and playback the composite air situation picture and air situation picture of individual sensors along with incidents of operator interventions.	The firm will demonstrate, and BOO will verify the same.	
(g)	C2 Centre should be able to define at least three 'No Fly zone', preferably of 3D. Scalability to be provided for increasing the No-Fly zones. No Fly zones are those, whose violation by any track will prompt auto activation of jammer, drone capture system and neutralization system (programmable).	The firm will demonstrate, and BOO will verify the same.	
(h)	C2 should be able to define 3D 'Safe Zones' (i.e. the tracks picked up in the zone will be ignored). Scalability to be provide for increasing the safe Zones	The firm will demonstrate, and BOO will verify the same.	
(j)	C2 Centre should have provision to be scalable to accommodate integration of additional <u>sensors</u> data and <u>other hard kill</u> measures	The firm will submit OEM Certificate in this regard	
(k)	C2 should have feasibility to integrate with BSF network other services for transmission of data as well as reception of data (including the target data).	The firm will demonstrate, and BOO will verify the same.	
(l)	Capability to operate on 24x7x365 basis.	The firm will demonstrate, and BOO will verify the same.	
(m)	Differentiate between Drones and birds and •provide alert on detection of a drone(s) only.	The firm will demonstrate, and BOO will verify the same.	
(n)	The system should have Operating alert system (SMS/ Voice/ other).	The firm will demonstrate, and BOO will verify the same.	
(o)	Detection capability against hovering drones.	The firm will demonstrate, and BOO will verify the same.	
(p)	The system should have simulation facility for training of the crew.	The firm will demonstrate, and BOO will verify the same.	



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SN	QRs / Technical Specifications	Trial Directives	Remarks
(q)	The system controller should be capable of displaying all parameters of detected UAVs/ drones like range, type, intercepted frequency etc. as per the specified technology.	The firm will demonstrate, and BOO will verify the same.	
(r)	The system controller should display details of jamming signal frequencies (RF) and GNSS frequency.	The firm will demonstrate, and BOO will verify the same.	
(s)	The system controller should provide event logs with details of date & time. 1000 log/30 days or more event logs backup.	The firm will demonstrate, and BOO will verify the same.	
(t)	The system controller should have the facility to neutralize the target Drone/ UAV/ RPAs through selection of a soft switch/button.	The firm will demonstrate, and BOO will verify the same.	
(u)	Password protection: - The system controller should have two types of password protection for operator/ administrative level for access control.	The firm will demonstrate, and BOO will verify the same.	
9.	Maintenance:		
	The following to be ensured for ease of maintenance: -		
(a)	The system, its sub-systems and components should be modular for easy maintainability in field conditions.	The firm will demonstrate, and BOO will verify the same.	
(b)	<u>Suitable self-test/ BIT checks</u> (<u>Power-ON BIT</u> and <u>Continuous BIT</u>)	The firm will demonstrate, and BOO will verify the same.	
10.	Mobility and Deployment:		
(a)	C-UAS can be deployed in static mode on uneven surfaces or at rooftop of buildings. (As desired by user).	The firm will demonstrate, and BOO will verify the same.	



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(b)	Three Op crew should be able to deploy and operate the entire system in three hours.	The firm will demonstrate, and BOO will verify the same.	
(c)	<u>EMC / EMI Standardisation</u> Compliance to applicable MIL-STD-461G or equivalent international standard.	The firm will provide National/ International accredited lab certificate/ report in this regard	
11.	<u>Environmental Specifications of the system</u>		
(a)	All the systems must be weather resistant/environmentally hardened as per JSS 55555/ other relevant MIL standard.	The firm will provide National/ International accredited lab certificate/ report in this regard	
(b)	All equipment to confirm to MIL standards 810G all radio components in the system should be EMI compliant as per MIL STD 461/F/G. (i) Standard operating thermal range:- -30°C to +55 °C (ii) Non-operating thermal range -40 °C to +60 °C (iii) Relative Humidity: 85 90% Altitude of operation: 5000 m AMSL	The firm will provide National/ International accredited lab certificate/ report in this regard	
12.	<u>Standards of packaging, transportation and other major subsystems</u>		
(a)	The transportation case should be ruggedized as per JSS-0253-01/ equivalent standards.	The firm will provide National/ International accredited lab certificate/ report in this regard	
(b)	All the major sub-systems to be ruggedized to meet the applicable military Standards.	The firm will provide National/ International accredited lab certificate/ report in this regard	
13.	<u>Power Source:</u>		



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SN	QRs / Technical Specifications	Trial Directives	Remarks
(a)	DG set should be able to run whole system uninterrupted for minimum 12 hours.	The firm will demonstrate and BOO will verify the same.	
(b)	UPS back-up for minimum 30 Minutes for complete system for seamless change over from AC mains to Generator supply and vice-versa.	The firm will demonstrate and BOO will verify the same.	
14.	Miscellaneous Parameters:		
(a)	The system should have ruggedized IP ' 67 •carrying • cases to keep equipment <u>safe against damage</u> . during transportation.	The firm will provide National/ International accredited lab certificate/ report in this regard	
(b)	Operator/ user manual will be provided by vendor (Soft and hard copy).	To be checked and verified by the BOO	
(c)	Technical manual' for minor repair/ maintenance •will - be provided by firm (soft and hard copy).	To be checked and verified by the BOO	
(d)	The firm / vendor / supplier will extend all' repair & maintenance support to the users. The down time of equipment should not be more than 72 hrs in case of OEMs.	Firm will submit an undertaking	
(e)	List of spare for minor repairs will be provided by the firm.	To be checked and verified by the BOO	
(f)	Tools for minor repairs and maintenance will be provided by the firm.	To be checked and verified by the BOO	
(g)	The system shall be scalable to integrate multiple sensors and neutralization systems at single Command and Control Centre in case multiple such systems are deployed for the protection of very large areas	The firm will submit OEM Certificate in this regard	



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SN	QRs / Technical Specifications	Trial Directives	Remarks
	such as borders, industrial plants, stadiums, major airports and strategic assets etc. The feed of multiple sensors and neutralization means shall be available at a central monitoring station which should manage all systems simultaneously.		
(h)	Firm will give undertaking and necessary documentation regarding point No. 12 to 16	BOO will verify the same.	
15.	Installation and Commissioning:		
(a)	After purchase, first time installation and commissioning of the system at the selected test site will be done by the firm / vendor / supplier.		
16.	<u>Warranty Period:</u>		
(a)	The Anti-Drone System/equipment will remain under warranty period for 5 years from the date of commissioning and the firm will extend all repair and maintenance support during this period without any additional cost.		
17.	Customisation:		
(b)	After having the field trials and initial checking, if any necessary modification is required in the system as per the field requirement of the purchaser the same will be done by the firm / vendor / supplier		
18.	<u>Software Support:</u>		
(a)	Considering the immense challenges in the field and fast paced research, up provide the upgraded software		



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SN	QRs / Technical Specifications	Trial Directives	Remarks
	support for 5 years after the completion of warranty		
(b)	No equipment or its sub-parts including software can be declared obsolete for a minimum period of 10 Years		
(c)	The firm will impart Operator level training and repair / maintenance training to premises <u>without</u> any additional cost for 15 days.		
(d)	<p>The firm will provide Mission planner software •to select the optimal deployment of system sensors and jammer, taking into account the digital elevation model (DEM) for complete system and the deployment tool based on 3D maps and provision for depicting Jammer/radar/RF shadow areas (optional as per user requirement).</p> <p>The firm will give written undertaking Post-delivery support in India for repair/maintenance for all subcomponents to ensure min system down time.</p> <p>The firm will give written undertaking on deliverable MRLS (Manufacturing Readiness Levels) to include all critical items to ensure minimum lead time.</p>		



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SN	QRs / Technical Specifications	Trial Directives	Remarks
	The firm will provide details of SPOC (Single Point of Contact) for the system to be setup in India for training of crew for Ops and scheduled maintenance and for all issue related to the system.		



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Appendix-O



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- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS. 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3*BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4*BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5*The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other



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intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term "relative" for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit) – Refer para 2 of Appendix L

6. Sanctions for Violations:

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign and reason therefore.



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- iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from **the BUYER in connection with any other contract for any other stores, such outstanding** payment could also be utilized to recover the aforesaid sum and interest.
 - v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause: Not Applicable

8. Independent Monitors

- 8.1 The BUYER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that Monitors have the right to access all the documents relating to the



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project/procurement, including minutes of meetings.

- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings. 8.8. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposal for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Action

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turnout to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at ON

BUYER

BIDDER

Chief Executive Officer



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Witness 1

Witness 1

Witness 2

Witness 2



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Appendix-P

Appendix-P: Price-Bid

Sl No.	Description of Activity	Qty	HSN Code	Unit Cost	Total Cost
A	Cost of Equipment	02			
B	Cost of Installation	02			
C	Cost of Testing	02			
D	Cost of CAMC	02			
E	Cost of Consumables for a period of 2 Years	02			
	Total (excl of GST)				
	Total (Incl of GST)				



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Appendix – 'Q'

Refers to Para 61 of the RFP No. BMC/OTE/C(A)DS/001

Appendix-'Q': DOCUMENTS TO BE SUBMITTED BY THE BIDDER ALONG WITH THEIR TECHNO-COMMERCIAL PROPOSALS

The list of documents which needs to be mandatorily submitted by the Bidders as part of Technical Proposal are placed below. Non-submission of the documents may result in disqualification of the Bidder from the bidding process.

SI No.	Reference	Document Description
1.	Para 6 (a) of RFP	Undertaking by the Bidder
2.	Para 20 of RFP	Declaration by Bidder: Government Regulation
3.	Para 21 of RFP	Declaration by Bidder: Obligations Relevant to Transfer of Conventional Arms
4.	Para 22 of RFP	Declaration by Bidder : Patent Rights
5.	Para 24 of RFP	Declaration by Bidder : Fall Clause
6.	Para 31 of RFP	Technical document covering performance parameters.
7.	Annexure-I to Appendix-A	Undertaking to Comply with Essential Parameters-B
8.	Appendix-B	Compliance Table
9.	Appendix-C	Warranty Clause
10.	Appendix-D	Detailed Project Report
11.	Appendix-E	CERTIFICATE: Malicious Code
12.	Appendix-F	Product Support
13.	Appendix-G	Acceptance of Terms and Conditions
14.	Appendix-H	ELECTRONIC PAYMENT SYSTEM MANDATE FORM
15.	Appendix-I	Non Blacklisting Certificate
16.	Appendix-K	Documents for Criteria for Vendor Selection
17.	Appendix-M	Non Disclosure Agreement
18.	Appendix-O	Pre-Integrity Pact
19.	Appendix-P	Price-Bid

