



An India Russia Joint Venture

BrahMos Aerospace
Post-Dulania, Pilani
District-Jhunjhunu
Rajasthan-333031, INDIA
Tele Fax: 01596-275803

RFP No: BM(P)/BWIC/RFP/25-26/06

RFP Date: 10-Jan-2026

**REQUEST FOR SUBMISSION OF COMMERCIAL & PRICE BID FOR
PROCUREMENT OF WOODEN, METALLIC & MIXED SCRAP ITEMS AT BRAHMOS
AEROSPACE, PILANI**

Dear Sir/ Madam,

1. BrahMos Aerospace Private Limited, hereinafter referred to as **Seller**, intends to Sell Wooden, Metallic and other miscellaneous scrap materials and seek participation of selling process from prospective Bidders subject to requirements of succeeding paragraphs. Bids in sealed cover under two bid system are hereby invited. The detailed scope of work has been brought out in **Part –II & Appendix 'A'** of this RFP.

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

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

3. This RFP is neither an agreement and nor an offer by Seller 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 Seller in relation to the subject. 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, Seller reserves the right to amend or supplement the information, assessment or assumptions contained in this RFP. Seller reserves the right to withdraw the RFP or foreclose the procurement case at any stage. The issuance of this RFP does not imply that Seller is bound to shortlist a Bidder for the Project. Seller also reserves the right to disqualify any Bidder should it be so necessary at any stage on grounds of National Security.

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

Thanking you.

FOR BrahMos Aerospace Private Limited

(Authorized Signatory)

Regd. Office/ 16th Cariappa Marg
Kirby Place, Delhi Cantt-110010, INDIA



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PART-I: GENERAL INFORMATION AND INSTRUCTIONS FOR THE BIDDERS

5. The salient aspects and timelines of the acquisition are tabulated below. In case of any variation in the details furnished below or in any Annexures(s) mentioned in the RFP, relevant persons mentioned in succeeding paragraphs may be contacted.

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

Bids to be addressed to:	Abhishek Jain, Addnl. General Manager (Pilani) Mobile-9871393191 Kind Attn.: Rahul Aggarwal Systems Manager (P) Mobile-6300179610
Postal address for sending the Bids	BrahMos Aerospace BrahMos Complex VPO Dulania, Pilani Loharu bypass, Pilani, Jhunjhunu, Rajasthan-333031
Contact Nos. & E-mail	Tel.No: 01596 256202 01596 256261 Email: baplpilani@brahmos.com

(a) LAST DATE AND TIME FOR DEPOSITING THE BIDS: The sealed Bids under **Two-Bid system (separate Commercial Bid & Price Bid)** should reach at the above given address through post/in person latest by **Dt: 30-01-2026, 11: 00Hrs.** The responsibility to ensure this lies with the Bidder. **Early submission of the Bids is acceptable to the Seller. E-mail quotes shall not be entertained and rejected.**

(b) FORWARDING OF BIDS:

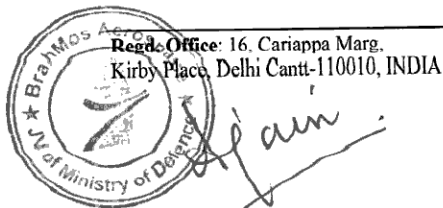
Bids shall be forwarded by the Bidder under their original memo/letter pad inter alia furnishing details like GST number, Bank address with EFT Account, if applicable, etc. and complete postal & e-mail address of their office. The Commercial and the Price Bids should be put in two separate envelopes and then be put in a single envelope with the '**Bidder Details, RFP No., Last Submission Date**' pasted on top. The bids should be submitted in sealed cover super scribed as "**SALE OF SCRAPS**".

Bids forwarded by the bidder shall also forward an unconditional acceptance of all Tender Terms and Conditions of RFP as per Part VII to be submitted by bidder.

(c) PRE-BID CLARIFICATION:

Prior to preparation of the Commercial & Price Bid, clarifications regarding the Terms & Conditions be obtained from **Mr. Abhishek Jain, Addl. GM (P), Pilani, 01596-256202, Rahul Aggarwal, Systems Manager, Land No. 01596256261(or through Mobile Nos. furnished above) or through E-mail IDs: baplpilani@brahmos.com & rahulaggarwal@brahmos.com within 10 working days from the date of publish of RFP.**

(d) INSPECTION OF SCRAP: Inspection may be carried out at BrahMos Aerospace, VPO Dulania, Pilani Loharu bypass, Pilani, Jhunjhunu, Rajasthan-333031 from



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Monday to Saturday from 10:00 AM to 05:00PM on or before 20th January 2026. Any inspection must be scheduled and intimated over e-mail and permission must be obtained from the organization first.

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

(f) CONDITIONS UNDER WHICH THIS RFP IS ISSUED: This RFP is being issued with no financial commitment. The Seller reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the procurement case at any stage. The Seller also reserves the right to disqualify the Bidder, should it be so necessary at any stage.

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

(h) REJECTION OF BIDS: Canvassing by the bidder in any form, unsolicited letter and post tender correction may invoke summary rejection. Conditional tenders will be rejected.

(i) MODIFICATION AND WITHDRAWAL OF BIDS: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the seller prior to the deadline prescribed for submission of the bid. A withdrawal notice can be sent by an email, but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the seller not later than the deadline for submission of bids. No bids may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified.

(j) The offer price shall be quoted on single package basis on **"AS IS WHERE IS BASIS"** plus GST extra.

PART-II: SCOPE OF WORK

6. Detailed Scope of work is given at Appendix 'A.'

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

S. No.	Item	Item Quantity	Approx. Weight
(i)	Wooden Boxes	690 (Boxes of various dimensions and thickness)	7,822.0 Kgs
ii)	Wooden + Metal Boxes	67 (Boxes of various dimensions and thickness)	9,494.0 Kgs



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iii)	Metal Boxes	110 (Metallic Cylindrical containers)	3,300.0 kgs
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- (b) **Pickup location:** VPO Dulania, Pilani Loharu bypass, Pilani, Jhunjhunu, Rajasthan-333031
- (c) **Visit for Survey by bidders, if required** can be done by taking prior permission from BAPL, Pilani within 10 working days from the date of publish of RFP.
- (d) The bidders will submit their response (Commercial terms and price bids (Format enclosed)) along with their proposal.

PART-III: ELIGIBILITY CRITERIA & EVALUATION CRITERIA OF BIDS

7. Eligibility Criteria for Bidders

To be eligible for participation in this tender, bidders must fulfil all the following criteria:

7.1.1 Legal Status and Registration

1. Business Entity:

- Registered as Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Limited Liability Partnership (LLP)
- Engaged in the business of scrap trading, recycling, or metal/wood dealing.

2. Statutory Registrations (All Mandatory):

- Valid **GST Registration Certificate**
- Valid **Trade License / Shop & Establishment License**
- **PAN Card** of the entity
- Any other registration as required under applicable state/central laws.

7.1.2 Experience Requirements

1. Minimum Experience:

- At least **3 years** of experience in dealing with industrial scrap materials (wood, metal, or mixed scrap).
- Experience certificate from previous clients.

2. Relevant Experience (Desirable but not mandatory):

- Experience in handling scrap disposal from Government / PSU / Défense establishments.
- Similar work orders executed in the past.
- If available, copies of work orders and completion certificates to be submitted.



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7.1.3 Financial Capability

1. Annual Turnover:

- Minimum average annual turnover of ₹10 Lakhs during the last three financial years (FY 2022-23, 2023-24, 2024-25).
- Financials to be certified by a Chartered Accountant.

2. Net Worth:

- Positive net worth as per the latest audited balance sheet.
- CA certified Net worth Certificate to be submitted.

7.1.4 Compliance and Integrity

1. Non-Blacklisting:

- The bidder should not be blacklisted / debarred by any Central Government / State Government / PSU / Autonomous Body
- Self-declaration to be submitted (Annexure-I)

2. Litigation Status:

- No ongoing criminal litigation against the proprietor / partners / directors.
- Declaration regarding civil litigation (if any) to be provided.
- Ongoing commercial disputes, if any, to be disclosed.

3. Code of Conduct:

- Commitment to ethical business practices
- No involvement in fraudulent or corrupt practices
- Willingness to sign Integrity Pact (if required by organization)

8. BID EVALUATION METHODOLOGY

8.1 Two-Stage Bid Evaluation System will be followed as per the following:

Stage I: Technical Evaluation
Stage II: Financial Evaluation

8.2 Stage I - Technical Evaluation

8.2.1 Technical Evaluation Criteria

Technical bids shall be evaluated on a **PASS / FAIL** basis. Evaluation parameters include:

S.No.	Evaluation Parameter	Compliance Requirement
1	Eligibility Criteria	All criteria in Section 7
2	Experience	Minimum 3 years; supporting documents
3	Financial Capability	Turnover ₹10 L Avg; Net Worth positive



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S.No.	Evaluation Parameter	Compliance Requirement
4	Statutory Documents	GST, PAN, Trade License, etc. - all valid
5	Site Inspection	Carried out/not carried out
6	Document Completeness	All documents as mentioned in this RFP
7	Technical Compliance	Point-by-point compliance as per Scope of work
8	Authorization	Proper authorization for signatory

8.2.2 Technical Evaluation Process

1. Preliminary Scrutiny:

- Check for completeness of documents.
- Bids failing preliminary scrutiny shall be rejected.

2. Detailed Technical Evaluation:

- Verification of eligibility criteria
- Verification of financial documents, experience certificates

3. Technical Qualification:

- Bidders meeting all technical requirements shall be declared "**Technically Qualified.**"

4. Rejection:

- Bids not meeting technical criteria shall be rejected.
- Price bids of rejected bidders shall not be opened **FOR REJECTED TECHNICAL BIDS.**

8.2.3 Grounds for Rejection (Technical Stage)

Bids shall be rejected if:

- Incomplete documentation
- False or forged documents submitted.
- Conditional bid or deviations from tender terms
- Submitted after due date and time.
- Any other non-compliance with tender conditions

8.3 Stage II - Financial Evaluation

8.3.1 Opening of Price Bids

- **Only price bids of technically qualified bidders** shall be opened.
- Price bid opening shall be notified to all technically qualified bidders.



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8.3.2 Price Comparison

1. Comparison Basis:

- If bidders have quoted per Kg rates: Comparison on **total evaluated price** basis (sum of all categories)
- If bidders have quoted Lump Sum: Comparison on **Lump Sum price** basis.
- For mixed bids (per Kg + Lump Sum): Conversion to common basis.

2. Evaluated Price Calculation:

- Basic Price (excluding GST) shall be considered for evaluation.
- The bidder quoting the **HIGHEST PRICE** shall be ranked H1 (L1 equivalent)

8.3.3 Selection Criteria

This is a "Highest Price" tender. The bidder quoting the **HIGHEST PRICE** shall be selected.

Ranking:

- **H1 (Highest Bidder):** Bidder with highest evaluated price
- **H2 (Second Highest):** Bidder with second highest price
- **H3, H4....:** Subsequent ranking

8.3.4 Tie-Breaking Mechanism

In case two or more bidders quote the same highest price, the following tie-breaking criteria shall apply in the order of priority:

1. **Higher Annual Turnover:** Bidder with higher average turnover in last 3 years
2. **More Relevant Experience:** Bidder with more experience in Government scrap disposal
3. **Higher Net Worth:** Bidder with higher net worth

8.3.5 Conditional Bids

- Any condition attached to the price bid shall lead to rejection.
- The Organization reserves the right to reject bids with unrealistic or unworkable pricing.

9. The Bidder is required to submit detailed Commercial Bid containing all Terms & Conditions as enumerated in this RFP and give confirmation of their acceptance of all Terms & Conditions which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e., Buyer in the Contract) as selected by the seller. The deviations, if any, may be clearly indicated in the Commercial Bid along with the Compliance Statement in the format enclosed at Part-VII. Failure to do so may result in rejection of Bid submitted by the Bidder.

10. Only those Bids will be evaluated, which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially. The bidder, whose price



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is arrived as highest as per Evaluation criteria given in this Appendix, will be declared as **H-1 bidder** by Seller.

11. EVALUATION OF COMMERCIAL BID: The Commercial Bid forwarded by the Bidders will be evaluated by a Commercial Evaluation Committee (Scrap Disposal Committee) to confirm that the prices of items being offered meet the market surveys. The CEC will examine the extent of variations/differences, if any, in the characteristics of the Bidder, its history and other references. The Bidder, if required, may also be called for the CEC meeting for clarification on the Commercial Bid submitted by them.

12. EVALUATION OF PRICE BID:

- (a) The Price Bids of only those Bidders will be opened and evaluated, whose Commercial bids have been cleared by CEC. The unopened Price Bids will be returned to the Bidders by the Seller on request by the Bidders. The Price Bids will be evaluated based on complete scope and not individual line-item wise basis.
- (b) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- (c) If there is a discrepancy between words and figures, the amount mentioned in words shall prevail.

13. PROCEDURE FOR COST COMPARISON: The basis for comparison of cost in different situations would be as follows:

- (a) The financial bids of the qualified bidders will be compared based on price quoted in the price bid format of the RFP/Bid document.
- (B) If the competition is only among Indian bidders, the financial comparison should be considered based on FOR destination prices excluding statutory levies, taxes and duties payable on final product.

PART-IV: SPECIAL TERMS & CONDITIONS OF RFP

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

14. APPORTIONMENT OF QUANTITY: The Seller reserves the right to apportion the quantity among H1, H2 and H3 bidders in the ratio based upon the prices offered starting from Highest Bidder (H-1) overall and proceeding to Next Lower Bidder and so on subject to their consent to meet the H-1's rates as well as terms and conditions for different items, as negotiated. For example, if a supplier submits a higher value for one good and lower for others and he/she is overall H1, then price will be negotiated based upon the highest rate of that item(s) in subsequent bids (or) different bidders will get the order based upon segregated Highest bids. The Bidder is required to give confirmation of their acceptance of Special Terms and Conditions of the RFP mentioned below which will automatically be considered as part of the Contract



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concluded with the successful Bidder as selected by the Buyer. Failure to do so may result in rejection of bid submitted by the Bidder.

15. PAYMENT TERMS: The successful Tenderer shall deposit the total payment amount with taxes by the way of Demand Draft/Pay Order/Bank Transfer in favour of BrahMos Aerospace, the details of which will be submitted after finalising the bidder.

(i) PAYMENT MILESTONE:

Final work completion will be issued only after:

- Removal of materials from the premises
- Submission of all weighments slips and delivery challans.
- Site clearance certificate issued by authorized representative.
- Submission of proper GST invoice with all statutory documents.

(ii) PAYMENT TIMELINE:

Payment shall be processed within **15 days** of receipt of complete and correct Sale Order (SO) with all supporting documents.

(iii) PAYMENT MODE:

Payment shall be made through **RTGS / NEFT** to the Sellers bank account. Bank details will be provided after order finalization.

(iv) DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID

Bidders must submit the following documents in the prescribed format. **Incomplete bids will be summarily rejected.**

- *Company Profile and Credentials*

S.No.	Document	Remarks
1	Certificate of Incorporation / Registration Certificate / Partnership Deed / Proprietorship Declaration	Self-attested copy
2	PAN Card of the entity	Self-attested copy
3	GST Registration Certificate	Self-attested copy; must be valid
4	Trade License / Shop Establishment License	Self-attested copy; must be valid
5	Company Profile	Brief profile with business details, infrastructure, and capabilities

- *Experience Documents*



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S.No.	Document	Remarks
6	Experience Certificates	From previous clients for last 3 years
7	Work Orders / Purchase Orders	For similar scrap disposal works (if available)
8	Completion Certificates	From Government / PSU / Defence (desirable)

• *Financial Documents*

S.No.	Document	Remarks
9	Audited Balance Sheet and Profit & Loss Statement	For last 3 financial years (FY 22-23, 23-24, 24-25)
10	CA Certified Annual Turnover Certificate	For last 3 years showing minimum ₹10 Lakhs average
11	CA Certified Net Worth Certificate	As per latest audited financials
12	Income Tax Returns (ITR)	Duly acknowledged for last 3 financial years

• *Compliance and Statutory Documents*

S.No.	Document	Remarks
13	Undertaking of Not Being Blacklisted	On company letterhead as per Annexure-I
14	Declaration Regarding Litigation	Details of ongoing litigation, if any
15	Details of Proprietor / Partners / Directors	Name, address, contact, ID proof (Aadhaar/PAN)

• *Authorization and Signatures*

S.No.	Document	Remarks
16	Power of Attorney / Authorization Letter	If bid is signed by authorized representative (not proprietor/partner/director)
17	Specimen Signature	Of the authorized signatory with name and designation

Important Instructions:

- All documents should be **self-attested** by the authorized signatory.
- Original documents shall be produced for verification when called for.
- Any suppression of facts or submission of false documents shall lead to disqualification and blocking.
- Bidder's stamp/seal should appear on every page of the bid document.

16. OPTION CLAUSE: Not Applicable.



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17. REPEAT ORDER CLAUSE: Not applicable.

18. TOLERANCE CLAUSE: +/- 5% variation may be catered on the sale quantity for each category.

19. INTELLECTUAL PROPERTY RIGHT (IPR): Not applicable.

20. INVOICE PREPARATION: All original documents for payments and Selling Order including invoices are to be raised by BAPL and will be submitted after the bidder is finalised. GSTIN No. for the unit is **08AABCR8269E1Z5** and the GST number and any other details required by seller shall be provided by the bidder after finalisation.

21. EXCHANGE RATE VARIATION CLAUSE: Not applicable

22. PRICE BENCHMARKING CLAUSE: Not applicable

23. BUY-BACK: Not applicable.

24. FREE ISSUE MATERIAL: Not applicable

25. TERMS OF DELIVERY/ DELIVERY PERIOD: From BrahMos Aerospace Facility, Pilani. All items to be picked up and transported latest by **15TH March 2026**.

26. TRANSPORTATION & TRANSIT INSURANCE: The equipment(s) / material(s) to be packed, loaded onto transportation vehicle(s) as per the classification of category & class of goods and transported by the Finalised Bidder/Bidders. Necessary transportation, loading and packing is in the scope of Bidder/Bidders.

27. WARRANTY/GUARANTEE: Not applicable.

28. PRODUCT SUPPORT: Not applicable

29. ANNUAL MAINTENANCE CONTRACT (AMC): Not applicable

30. TECHNICAL DOCUMENTATION: Not applicable.

31. SUPPORT DURING JOINT RECEIPT INSPECTION (JRI): Not Applicable.

32. AMENDMENTS: No provision of the Contract shall be changed or modified in any way (including this provision) either in whole or in part except when both the parties are in written agreement for amending the Contract.

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

PART-V: STANDARD TERMS & CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the Standard Terms and Conditions of the RFP mentioned below which will automatically be considered as part of the



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Contract concluded with the successful Bidder as selected by the Buyer. Failure to do so may result in rejection of the Bid.

- 34. EFFECTIVE DATE OF THE CONTRACT:** In case of placement of a Selling order, the date of acceptance of the Selling Order would be deemed as the effective date. The firm should check the Selling Order and convey acceptance of the same within **Seven days (07) of its receipt**. If such an acceptance or communication conveying firm's objection to certain parts of the order is not fulfilled within the stipulated period, the order will be deemed to have been fully accepted by the firm. In case a contract is to be signed by both the parties, the Contract shall come into effect on the date of signatures of both the parties on the Contract (Effective Date) or as agreed during negotiations. The performance of the Contract shall commence from the Effective Date of the Sell/Supply Order.
- 35. LAW:** The Contract shall be considered and made in accordance with the laws of the Republic of India and shall be governed by and interpreted in accordance with the laws of the Republic of India.
- 36. DISPUTES:** All disputes or differences arising out of or in connection with the present Contract including the ones connected with the validity of the present contract or any part thereof, shall be settled by bilateral discussions. Both, Buyer and Seller, will make every effort to resolve the dispute if any, in a mutually acceptable manner.
- 37. ARBITRATION:** In the event of any controversy, disputes or differences arising out of or in the interpretation of any of the terms and conditions of this agreement or on breach by any of the parties shall bring the said reason to the notice of each other and shall amicably try to settle any such issues within 30 days of such notice. In the event of the parties' failure to reach amicable settlement as mentioned herein, all unresolved controversies, disputes or arbitration in accordance with Indian arbitration and conciliation Act, 1996 and the venue of arbitration shall be Jhunjhunu, India.
- 38. PENALTY FOR USE OF UNDUE INFLUENCE:** The Buyer undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Seller or otherwise in procuring the Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract or any other contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Seller to cancel the contract and all or any other contracts with the Buyer and recover from the Buyer the amount of any loss arising from such cancellation. A decision of the Seller or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Buyer. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Buyer towards any officer/ employee of the Seller or to any other person in a position to influence any officer/ employee of the Seller for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Seller may deem proper, including but not limited to termination of the contract,



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imposition of penal damages, forfeiture of the advance amount and refund of the amounts paid by the Buyer.

- 39. ACCESS TO BOOKS OF ACCOUNTS:** In case it is found to the satisfaction of the Seller that the Bidder/ Buyer has violated the provisions of use of undue influence and/ or employment of agent to obtain the Contract, the Bidder/ Buyer, on a specific request of the Seller, shall provide necessary information/ inspection to the relevant financial documents/ information/ Books of Accounts.
- 40. AGENTS / AGENCY COMMISSION:** The Buyer confirms and declares to the Seller that the Buyer has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Buyer ; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Buyer agrees that if it is established at any time to the satisfaction of the Seller that the present declaration is in any way incorrect or if at a later stage it is discovered by the Seller that the Buyer has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to hold the amount of the buyer. The Buyer will also be debarred from entering any contract with the Government of India for a minimum period of five years. The Seller will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Buyer who shall in such an event be liable to do all payments made in terms of the Contract along with interest at the rate of 2% per annum above (i) Prime Lending Rate of State Bank of India for Indian bidders, and (ii) London Inter Bank Offered Rate (LIBOR) for the foreign bidders. The applicable rates on the date of opening of tender shall be considered for this. The Seller will also have the right to recover any such amount from any contracts in vogue with the Government of India.
- 41. FORCE MAJEURE CLAUSE:** Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within 30 (Thirty) days of its occurrence informs in a written form the other party. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of, the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.
- 42. PENALTY IN CASE OF FAILURE TO LIFT SCRAP:** The successful bidder shall be required to lift the materials within **30 days from the date of issue of Sale/Delivery Order.** In case the bidder fails to lift the material within the stipulated period, ground rent/demurrage charges shall be levied at the rate of 1% per week thereof, subject to maximum of 10% of basic value of the sale order (For details see scope of work).
- 43. TERMINATION OF CONTRACT:** The Seller shall have the right to terminate the Contract in part or in full in any of the following cases:



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- (a) The store/service is not lifted/transported as per the contracted schedule(s) and the same has not been extended by the Seller.

OR

The pickup of the stores is delayed for causes not attributable to Force Majeure for more than 6 months after the scheduled date of delivery and the delivery period has not been extended by the Seller.

- (b) The pickup of store/service is delayed due to causes of Force Majeure by more than 06 months provided Force Majeure clause is included in the contract and the delivery period has not been extended by the Buyer.
- (c) The Buyer is declared bankrupt or becomes insolvent.
- (d) The Seller has noticed that the Buyer has violated the provisions of Para 38 (Use of Undue Influence) above to obtain the Contract.
- (e) As per decision of the Arbitration Tribunal.
- 44. NOTICES/ CORRESPONDENCES:** Any notice/correspondence required or permitted by the Contract shall be written in English language and may be delivered personally or may be sent by FAX/email or registered pre-paid mail/ airmail, addressed to the last known address of the party to whom it is sent.
- 45. TRANSFER AND SUB-LETTING:** The Buyer has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the Contract or any part thereof without written consent of the Seller.
- 46. COMPETENCE OF PERSONNEL:** Bidder to ensure the following:
- (a) Necessary Competence of personnel, who involving in the execution of work
- (b) Their Contribution to product / service conformity & importance towards ethical behaviour.
- 47. SECRECY:** Any Information of classified nature obtained, acquired during the execution, segregation or transportation is not to be passed on to any Third party by bidder or his subcontractor(s). This clause shall survive on termination or completion of this order.
- 48. USE OF PATENTS AND OTHER INDUSTRIAL PROPERTY RIGHTS:** The prices stated in the Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other Industrial Property Rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of use/exploitation.



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49. TAXES AND DUTIES:

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

(b) Only GST and TDS will be paid extra by the Buyer. The Bidders are required to indicate the unit & total costs of the items/services with and without GST, GST % with HSN/SAC separately.

50. DENIAL CLAUSE: Denial clause informs Seller that the Buyer reserves the right to admit additional payment due to upward revision of statutory levies beyond the original delivery schedule in case Seller fails to pickup the goods as per schedule. Variations in the rates of statutory levies within the original delivery schedule will be allowed if taxes are explicitly mentioned in the contract/supply order and delivery has not been made till the revision of the statutory levies. Seller reserves the right not to reimburse the enhancement of cost due to increase in statutory levies beyond the original delivery period of the supply order/contract even if such extension is granted without imposition of LD.

51. UNDERTAKING FROM THE BIDDERS: Bidder/firm/company/vendor will submit an undertaking that in the past they have never been banned/debarred for doing business dealings with Ministry of Defence/Govt. of India/any other Govt. organization and that there is no enquiry going on by CBI/ED/any other Govt. agency against them.

52. DOCUMENTS TO BE FURNISHED BEFORE CLAIMING MATERIAL:

- (A) **INDIGENOUS SELLERS:** 100% pre-payment before pickup of goods.
- (i) Ink-signed copy of Sell Order and physical proofs of payment made.
 - (ii) Details for electronic payment viz. Bank name, Branch name and address, Account Number, IFS Code, MICR Number (if these details are not already incorporated in the Contract).
 - (iii) Copy of the Contract and amendments thereon, if any.
 - (iv) Any other document/ certificate that may be provided for in the Contract.

53. CLAIMS:

- (a) The quantity claims for deficiency of quantity and/ or the quality claims for defects or deficiencies in quality noticed during the inspection shall be presented within 45 days of completion of inspection.
- (b) The Seller shall collect the goods from the location nominated by the Buyer and transport the goods based upon prior written permission, within mutually agreed period, under Seller's arrangement without any financial implication on the Buyer.

54. LIABILITY CLAUSE:



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(a) Any damage caused to the property or suffered by the personnel of Buyer or Seller during the execution of Contract shall remain the liability of the Buyer. Such liability shall be fixed on Buyer in case of grossly negligent act or omission on the part of Buyer.

(b) This provision is limited to the relations between the Parties. It is without prejudice to the rights and actions to which the victims of damage, or any Social Security Organizations could prevail themselves legally.

(c) Either party would provide reasonable assistance to resolve the claim of other Party to mitigate loss or damage.

(d) Neither, the Seller shall be liable to the Buyer, nor shall the Buyer be liable to the Seller for any immaterial, punitive, indirect, special, incidental, or consequential loss or damage. This will hold good irrespective of whether such liability is based or claimed to be based on any breach of a Party's obligation under the Contract, or any negligent act or omission of a Party, its employees, servants, appointed representatives, sub-contractor or professional consultants, or such liability arises otherwise out of or in connection with the Contract.

(e) The Seller shall not be liable for any compensation in any manner to the Buyer for whatsoever reason.

(f) The Buyer shall be liable to the Seller for any compensation in any manner for whatsoever reasons for a sum not exceeding value of the Contract.

55. NON-DISCLOSURE: The Bidding documents, including this RFP and all attached documents provided by Seller, are and shall remain or become the property of Seller. 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 Seller will not return to the Bidders any proposal, document or any information provided along therewith (except unopened Commercial Bid as relevant). Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or concerning the Bidding Process. Buyer will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. Buyer may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or Buyer or as may be required by law or in connection with any legal process.

56. ACCESS TO CLASSIFIED DOCUMENTS/ SYSTEMS: Not Applicable

57. ACQUIRING MANUFACTURING DRAWINGS AND ASSOCIATED HARDWARE: Not applicable

58. RETURN OF DOCUMENTS: Not applicable.

59. CONFIDENTIALITY OF INFORMATION! No party shall disclose any information to any 'Third Party' concerning the matters under this RFP generally. Any information identified as



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'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.

- 60. UNDERTAKING BY BIDDERS:** The Bidder will submit an undertaking that they are currently not banned/ debarred / suspended from doing business dealings with Government of India / any other government organization and that there is no investigation going on by MoD against them. In case of ever having been banned / debarred / suspended from doing business dealings with MoD/any other government organization, in the past, the Bidder will furnish details of such ban / debarment along with copy of government letter under which this ban / debarment / suspension was lifted / revoked. The Bidder shall also declare that their sub-contractor(s)/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. After 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.
- 61. GOVERNMENT REGULATIONS:** It may be confirmed that there are no Government restrictions or limitations in the country of the Bidder or countries from which subcomponents are being procured and/or for the export of any part of the deliverables being supplied.
- 62. PATENT RIGHTS:** The Bidder should confirm that there are no infringements of any Patent Rights in accordance with the laws prevailing in their respective countries.
- 63. RECORD OF SELLERS RELATED DOCUMENTS:** To be maintained for a minimum period of 15 yrs.
- 64. AUDIT OF STORES:** All products and records are subjected to audit by BrahMos Aerospace at any juncture before or during vendor's pickup of goods.

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PART-VI: FORMAT FOR PRICE BID*

S. No.	Description	Qty.	Unit Buying Cost	Total Buying Cost	GST Rate	Total Cost (incl. GST)	Remarks
A	Cost of Basic Item/Service . Full break-up details may be given (against each Head)						
B	Cost of Installation/Commissioning/ Integration (where applicable)						
C	Cost of Buyer Nominated Equipment (if applicable)						
D	Any other cost (to be specified).						
E	Freight and Transit Cost (where applicable).						
F	AMC/CMC Cost giving year-wise break-up (where applicable).						
G	Total Cost (Total of Serial A to F)*						

*** This will be used in determining H-1 Supplier**



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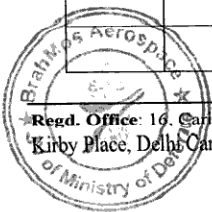
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PART-VII: COMPLIANCE STATEMENT

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

<u>COMPLIANCE STATEMENT</u>			
Sl. No.	Clause	RFP Requirement	Comments by Bidder
(i)	Part-I	GENERAL INFORMATION AND INSTRUCTIONS FOR THE BIDDERS	
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details
(ii)	Part-II	SCOPE OF WORK	
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details
(iii)	PART-III	ELIGIBILITY CRITERIA AND EVALUATION CRITERIA OF BIDS	
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details
(iv)	Part-IV	SPECIAL TERMS & CONDITIONS OF RFP	
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details
(v)	Part-V	STANDARD TERMS & CONDITIONS OF RFP	
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details



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(vi)	PART-VI	FORMAT FOR PRICE BID	
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details

- There should be no discrepancy between the details mentioned in the Commercial Bid and the Compliance Statement.
- In case of any such discrepancies, the terms & conditions mentioned in the RFP and their compliances as mentioned in either of the two documents shall prevail.



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SCOPE OF WORK

DISPOSAL OF ACCUMULATED SCRAP MATERIALS THROUGH OPEN TENDER

1. SCOPE OF WORK

1.1 General Scope

The successful bidder (hereinafter referred to as "the Purchaser") shall undertake the following responsibilities:

(i) **Purchase of Scrap Materials:**

- Purchase all scrap materials as detailed in Annexure-A on "as is where is" and "as is what is" basis without any warranty or guarantee.
- No recourse for quality, quantity, or condition variations.

(ii) **Physical Verification and Acceptance:**

- Conduct joint physical verification with organizational representatives.
- Acknowledge acceptance through signed verification reports.
- Raise any discrepancies during verification period only.

(iii) **Dismantling, Handling, and Removal:**

- Complete dismantling of wooden boxes and metal components as required.
- Safe handling to prevent damage to organizational property.
- Loading operations using appropriate equipment. Equipment is responsibility of Buyer. However, seller will provide necessary support.
- Transportation of all materials from the premises at Purchaser's cost and risk.

(iv) **Site Restoration:**

- Thorough cleaning of the disposal area.
- Removal of all debris, nails, metal pieces, and residual materials.
- Restoration of site to original condition.
- Obtaining site clearance certificate from authorized representative.

(v) **Compliance and Documentation:**

- Adherence to all organizational safety, security, and operational protocols.
- Maintenance of proper records weightment slips, gate passes, and delivery challans.
- Compliance with environmental regulations for scrap disposal.
- Submission of all required documentation as per tender conditions.



1.2 Detailed Description of Scrap Materials

The scrap materials available for disposal have been categorized into three primary groups:

- (i) CATEGORY A: WOODEN SCRAP
Comprising various sizes of wooden boxes, crates, and packing materials.
- (ii) CATEGORY B: METALLIC SCRAP
Comprising metal containers, frames, and associated metallic components.
- (iii) CATEGORY C: MIXED SCRAP (WOOD + METAL)
Comprising composite packing materials with both wooden and metal elements.

DETAILED INVENTORY OF SCRAP MATERIALS

S.No.	Material Category	Dimensions (cm)	Approx. Weight per Unit (Kg)	Approx. Quantity (Nos.)	Total Approx. Weight (Kg)
1	Wooden Box (1)	107×92×244	60	15	900.00
2	Wooden Box (2)	122×61×61	54	31	1674.00
3	Wood + Metal Box (3)	122×92×275	200	36	7200.00
4	Wood + Metal Box (4)	102×102×157	74	31	2294.00
5	Metal Container	200L	30	110	3300.00
6	Wooden Box (5)	47×28×50	13	25	325.00
7	Wooden Box (6)	65×54×35	9.5	21	200.00
8	Wooden Box (7)	39×39×44.5	73	26	1898.00
9	Wooden Box (8)	256×30×18	10	19	190.00
10	Wooden Box (9)	170×29×32	10	10	100.00
11	Wooden Box (10)	99×81×55	4.8	19	92.00
12	Wooden Box (11)	22×18×22	2.3	236	543.00
13	Wooden Box (12)	20×20×25	2.5	50	125.00
14	Wooden Box (13)	100×100×121	10	43	430.00
15	Wooden Box (14)	98×58×47	13	5	65.00
16	Wooden Box (15)	67×53×56	8	5	40.00
17	Wood	Assorted pieces	2	25	50.00
18	Wood	Assorted pieces	4	20	80.00
19	Wood	Assorted pieces	12	30	360.00
20	Wood	Assorted pieces	15	50	750.00
				867 Nos	Total Approx weight=20,616.00 Kg



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Important Notes:

1. **Approximate Quantities:** The weights and quantities mentioned above are **approximate estimates** based on physical survey and standard estimation practices. Actual quantities at the time of delivery may vary (**with tolerance of +/- 5%**).
2. **Bidder's Responsibility:** Bidders are **mandatory required** to physically inspect all materials before submitting their bids. The organization shall not entertain any claims regarding variation in quantity, quality, or condition after bid submission.
3. **Material Condition:** All materials are offered on "**as is where is**" and "**as is what is**" basis. Materials may show signs of weathering, damage, or deterioration due to storage conditions.
4. **Mixed Materials:** Some wooden boxes contain metal fixtures, hinges, locks, and reinforcements. These are included in the respective categories.
5. **Segregation:** Materials are currently segregated into three primary categories (**Wood, Metal, Wood+ Metal**) and stored at designated locations within the premises.

1.3 Inspection of Materials

1.3.1 Physical Inspection

- **Inspection is not MANDATORY** for all intending bidders before bid submission.
- Bids without physical inspection declaration will be solely in the preview of bidder.
- Inspection must be conducted by the authorized representative of Bid Signing Authority.

1.3.2 Inspection Schedule

- **Inspection Days:** All working days (Monday to Friday)
- **Inspection Timings:** 10:00 AM to 4:00 PM
- **Prior Appointment:** Mandatory ()

1.3.3 Inspection Procedure

- Contact the designated officer (**Details in Part 1 of RFP**) for appointment.
- Bring authorization letter and identity proofs.
- Report to Security Gate for entry formalities.
- Accompanied inspection by organizational representative.
- Sign the Inspection Records at site.
- Submit/Clarify queries, if any, during inspection.

1.3.4 Documentation

- Inspection Declaration whether done or not be submitted with Technical Bid.
- Declaration confirms physical verification and acceptance of material condition
- No complaints regarding quality/quantity will be entertained post-bid submission

1.4 Work Execution Methodology

1.4.1 Mobilization and Resources

The Purchaser shall:

1. Deploy adequate skilled and unskilled manpower for dismantling and handling operations
2. Provide all necessary tools, equipment, and machinery including:



- Hand tools (hammers, crowbars, wrenches, etc.)
 - Power tools (if required and approved)
 - Material handling equipment (trolleys, forklifts, etc.)
 - Loading equipment (cranes, if necessary)
 - Safety equipment (helmets, gloves, safety shoes, etc.)
3. Arrange suitable transportation vehicles for material removal
 4. Deploy supervisor/site-in-charge for daily coordination.

1.4.2 Operational Schedule

1. Working Hours:

- Monday to Saturday: [9:00 AM to 5:00 PM]
- Saturday: [Half day, if applicable]
- Sunday: No operations (unless specifically permitted)

2. Duration of Work:

- Complete removal within **30 days** from date of issue of Delivery/Sale Order.
- Request for extension, if required must be made in writing at least 7 days before expiry.
-

3. Daily Operations:

- Daily entry/exit through designated gate only.
- Material removal to be recorded with gate passes.

1.4.3 Dismantling and Handling Protocol

The Purchaser shall ensure:

1. Systematic Dismantling (If required):

- Follow safe work practices during dismantling operations.
- Use appropriate tools to avoid damage to organizational property.
- Separate nails, metal fixtures, and screws carefully.
- Stack dismantled materials systematically before loading.

2. Damage Prevention:

- Exercise utmost care to prevent damage to:
- Building structures, walls, floors
- Utility lines (electrical, water, drainage)
- Adjacent equipment or stored materials
- Access roads and pathways
- Any damage caused shall be immediately reported and repaired at buyer's cost

3. Safety Measures:

- Barricade work area during operations
- Display safety signages
- Provide first-aid kit at site
- Report any accident/incident immediately
- Comply with organizational safety procedures



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1.4.4 Weighment and Verification

1. Weighment Procedure:

- All materials to be weighed at Sellers specific Weighing bridges
- Weighment in presence of organizational representative is a necessity
- Weighment slips to be signed by both parties
- Original weighment slips for records; copies for payment processing

2. Weighment Charges:

- Weighment charges, if applicable, shall be borne by Buyer.

3. Dispute Resolution:

- In case of dispute regarding weight, organizational weighbridge reading shall be final.
- Re-weighment may be allowed only once with mutual consent.

1.4.5 Transportation and Gate Pass System

1. Material Movement:

- All material movements to be covered by official Gate Pass
- Gate Pass to be issued by authorized organizational representative
- Details: Date, vehicle number, material description, weight, driver details

2. Vehicle Entry/Exit:

- Only authorized vehicles allowed entry after security clearance
- Vehicle search at entry and exit points
- Speed limit within premises: 10 km/hr
- Parking only at designated areas as decided by the seller and will be informed to buyer

3. Documentation:

- Delivery Challan for each consignment
- Maintain register of materials removed
- Final reconciliation report at completion

2. TECHNICAL SCOPE ASSOCIATED WITH RFP

2.1 Weighment and Measurement

2.1.1 Weighment Procedure

1. Weighment Location:

- All materials shall be weighed at [Specify: Organizational weighbridge / Purchaser's weighbridge / Government approved weighbridges/Calibrated Weighbridges]

2. Weighment Process:

- Joint weighment in the presence of representatives of both parties.
- Bare weight of vehicle to be recorded before loading.
- Gross weight to be recorded after loading
- Net weight = Gross weight - Bare weight



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3. Weighment Documentation:

- Computerized weighment slip issued by weighbridge
- Weighment slips to be signed by both parties' representatives
- Original weighment slips for organizational records
- Duplicate for Purchaser's payment processing
- Triplicate for Purchaser's records

2.1.2 Weighment Charges

- Weighment charges, if any, shall be borne by **Purchaser**.

2.1.3 Dispute Resolution

- In case of dispute regarding weight recorded:
 - The reading of **organizational weighbridge shall be final and binding**.
 - Re-weighment may be allowed only once with mutual consent
 - Decision of organizational representative shall be final

2.2 Delivery and Removal Period

2.2.1 Time Period for Completion

- The successful bidder shall complete the **entire removal of all materials within 30 calendar days** from the date of issue of **Delivery Order / Work Order**.

2.2.2 Extension of Time

1. Request for Extension:

- Any request for extension must be made in writing **at least 7 days before** the expiry of the original period
- Request must state valid reasons with supporting documents

2. Ground Rent / Storage Charges:

- Extension, if granted, shall attract ground rent / storage charges for the extended period.
- Ground rent shall be recovered from buyer and lifting of material can be halted if charges are not paid.

3. Maximum Extension without penalty:

- Maximum extension of **15 days** may be granted at the discretion of the Organization
- No further extension shall be allowed under any circumstances.

2.2.3 Consequences of Delay

In case of failure to remove materials within the stipulated time (including extended period, if any):

Penalty Clause:

- Delay beyond stipulated period: Penalty @ **1% of basic value per week**



Again

- Continued delay beyond 90 days: maximum of 10% of basic value of the sale order.

2.2.4 Forfeiture and Cancellation:

- Delay beyond 90 days from original delivery order date:
- **Complete forfeiture of Payment deposited.**
- **Cancellation of contract**
- Materials may be **re-auctioned / disposed at the risk and cost of the defaulting Purchaser.**
- Any shortfall in realization shall be recovered from the defaulting Purchaser.
- Blacklisting of the defaulting bidder.

2.3 Risk and Title Transfer

2.3.1 Transfer of Risk

- All risks associated with the materials shall transfer to the Purchaser from the **date of issuance of Sale Order.**
- The Organization shall not be responsible for:
- Any loss, damage, theft, deterioration, or destruction of materials after issuance of Delivery Order
- Any accident, injury, or damage during dismantling, handling, loading, or transportation
- Any Force Majeure event affecting the materials

2.3.2 Transfer of Title

- Title (ownership) of the materials shall transfer to the Purchaser only after:
- Full payment of the bid amount
- Completion of all formalities

2.3.3 Purchaser's Responsibility

From the date of Delivery Order, the Purchaser shall be fully responsible for:

- Safe custody and security of materials
- Any loss or damage due to fire, theft, natural calamity
- Obtaining necessary insurance coverage
- Compliance with all safety and security norms

2.3.4 Employment Terms

- Personnel deployed by the Purchaser shall be employees of the Purchaser only
- No employer-employee relationship shall exist between the Organization and the Purchaser's personnel
- The Organization shall have no liability toward the Purchaser's employees

2.3.5 Inspection and Audit

- The Organization or any statutory authority may inspect the Purchaser's compliance records at any time
- The Purchaser shall provide all documents and information as requested
- Non-compliance may lead to contract termination and blacklisting



3. AWARD OF CONTRACT & RESERVATION OF RIGHTS

3.1 Work Order/Sale Order

- After submission acceptance formalities, **Formal Work Order/Sale Order** shall be issued.
- Details for payment as per the approved amount has to be communicated to the Buyer
- The Delivery Order for commencement of material removal shall be issued along with or after the Work Order.

3.1.1 Failure of H1 Bidder

If the H1 bidder:

- Fails to submit Security Deposit within stipulated time, OR
- Withdraws from the contract

Then:

- **EMD of H1 shall be forfeited**
- **H1 bidder shall be blacklisted** for future tenders for a period of **2 years**
- The Organization reserves the right to:
- **Award the contract to H2 bidder** at H1 rates after negotiation, OR
- **Award to H2 at H2 rates**, OR
- **Re-tender the work**, OR **cancel the tender**

3.2 Reservation of Rights

The Organization reserves the absolute and unconditional right to:

1. **Accept or reject any or all bids** without assigning any reason whatsoever
2. **Cancel or withdraw the tender** at any stage without any liability or penalty
3. **Increase or decrease the quantity** of materials offered for disposal
4. **Split the work** and award to multiple bidders if deemed necessary
5. **Negotiate with H1 bidder** or any other technically qualified bidder
6. **Waive minor deviations or informalities** if found in the interest of the Organization, without prejudice to any bidder
7. **Verify all information** provided by bidders including physical verification of offices, works, client sites, etc.
8. **Seek additional information or clarifications** from bidders
9. **Conduct market surveys** or obtain independent opinions on pricing
10. **Reject bids with unrealistic pricing** (either too high or too low) that may indicate inability to perform
11. **Blacklist bidders** for providing false information, fraudulent documents, or unethical practices
12. **Take any action** as deemed fit in the interest of the Organization

The decision of the Organization shall be **final and binding** on all bidders. No correspondence or claims in this regard shall be entertained.



Signature

4. GENERAL INSTRUCTIONS TO BIDDERS

1. **Read Carefully:** Read all terms, conditions, and instructions carefully before submitting the bid
2. **Mandatory Site Inspection:** Physical inspection is not mandatory; bids without inspection declaration are sole responsibility of the buyer.
3. **Complete Documentation:** Submit all required documents; incomplete bids will be rejected
4. **Self-Attestation:** All document copies must be self-attested by the authorized signatory
5. **No Overwriting:** Avoid corrections/overwriting; if unavoidable, authenticate with signature and seal
6. **Use Prescribed Formats:** Use only the prescribed bid formats); modification of formats may lead to rejection
7. **Sign All Pages:** All pages of the bid document should be signed and stamped by the authorized signatory
8. **Check for Updates:** Regularly check for addendum/corrigendum before submission
9. **Compliance:** Ensure point-by-point compliance with technical requirements
10. **Conditional Bids Not Accepted:** Do not attach any conditions to the bid; conditional bids shall be rejected.



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