



# BrahMos Aerospace Private Limited

RFP No.: BM/RFP/Dev(U-V)/OBC/2025-26  
16 May 2025

Dear Sir,

**REQUEST FOR PROPOSAL (RFP): INVITATION OF BID FOR DEVELOPMENT & REALISATION OF UPGRADED ON BOARD COMPUTER (OBC) FOR BRAHMOS PROJECTS ON LIMITED TENDER BASIS**

1. Bids in sealed cover are invited for supply of items listed in Part II of this RFP. Please super-scribe the above "Subject", "RFP Number" and "RFP Date" on the sealed cover.

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

- (a) Bids to be addressed to: Cdr. Abhijeet Majumdar (Retd)/HoD  
Sr. AGM (Commercial)
- (b) Postal address for sending the Bids: BrahMos Aerospace Pvt. Ltd.  
16, Cariappa Marg, Kirby Place,  
Delhi Cantt. New Delhi-110010
- (c) Contact Nos.: Tel: 011-42285150  
Fax: 011-42285129  
Email: contracts@brahmos.com

3. This RFP is divided into 4 Parts as follows:

- PART I : Instructions to Bidder
- PART II : Technical and other essential requirements for subject item
- PART III : Standard Conditions of RFP
- PART IV : Special conditions of the RFP



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

## **PART I – INSTRUCTIONS TO BIDDER**

4. **Last date and time for depositing the Bids:** The sealed Bids under **Single Stage Two Bid System (Separate Techno-commercial Bid and Price Bid)** should reach at the above given address through post/in person latest by **(30 Jun 2025)**. The bids should mention BAPL RFP No. on top of the envelopes.
5. **Forwarding of Bids:** Bids shall be forwarded by the Bidder under their original memo/letter head along with details like HSN code, GSTIN, Bank details etc and complete postal & e-mail address of the office.
6. **Compliance Statement:** The Bidder shall submit a Compliance Statement along with the Bid in the format enclosed at **Annexure-I**.
7. **Validity of Bids:** The Bids should remain valid till **3 months** from the last date of submission of the Bid.

## **PART II – TECHNICAL/ESSENTIAL REQUIREMENTS**

8. **Schedule of Requirements:** BAPL is interested in procuring the following equipment/items/services:

S.No.	Scope of Supply	Qty Nos.
i	Development, Manufacture, Testing and Supply of Upgraded OBC with compatible QNX OS	21 (QT : 3 + AT: 18)

**Note:** (a) The above quantity is inclusive of QT units for each item and the QT will be conducted as per approved QAP. BAPL will have the right to change the quantity during the whole procurement process.

(b) Order will be placed on three (03) participating vendors. Based on Quality & Cost Based Selection (QCBS), quantity between the three vendors will be given as 5Nos, 7Nos and 9 Nos.

9. **FIM (Free Issue Material):** SoC (System on Chip) Mark II will be provided as FIM by BAPL against submission of equivalent Bank Guarantee. **The cost of FIM per number is Rs. 30,000/- approx.**

10. **Scope of Supply/ Technical Details:**

i) **Preparation of QAP/ ATP:**

Vendor will prepare QAP/ ATP as per the Technical specification document **RCI/DECS/SOW&QR/OBC/01 Issue No. 1** in consultation with BAPL/DRDO for above items and submit within 45 days of placement of order. Further changes in technical specifications & scope of supply as recommended by BAPL / Inspection agency for system improvement if any will be incorporated in the QAP & ATP and final copies will be made by the vendor.

ii) **Development, Manufacture, Testing & Supply:**

Vendor will develop, manufacture, qualify and supply the above items as per required technical specifications, Scope of supply and approved QAP/ ATP. The technical specifications and scope of supply for reference are placed at **Annexure II**.





**NOTE:**

For clarifications and changes in scope of work including testing requirements of above items if any, please contact following:

- (a) **For Technical issues:** Mrs. ANS Prasanthi, DGM(SCM), BAPL, Hyd, (040-24087214) and the same be finalized and included in the Techno-Commercial Offer.
- (b) **For Commercial issues:** Mr. Salam Jiten Singh, Asst. Manager (Commercial), BAPL, Delhi, Tel: 011-42285147. Mail id: contracts@brahmos.com

**11. Current Manufacture:** The equipment supplied will be of latest manufacture and will confirm to current production standards. The equipment shall have a minimum residual service life of 15 years at the time of acceptance.

**12. Testing:** Carrying out all the tests as specified applicable in the Technical Specification/QAP/ ATP documents shall be the responsibility of the Vendor.

**13. Product Support:** VENDOR shall provide total Product Support for a period of 15 years from the date of completion of Warranty period of the last equipment. Any improvement/modification/up gradation undertaken by or their vendors on any equipment will be communicated to BrahMos & Design Authority and if required, these will be carried out on mutually agreed terms. M/s VENDOR will take part in the joint defect investigation activities as and when required.

**PART III – STANDARD CONDITIONS OF THE RFP**

**14.** Vendor is required to give confirmation of their acceptance of the Standard Conditions of the RFP mentioned below which will automatically be considered as part of the Contract to be concluded with the vendor as selected by the BAPL. Failure to do so may result in rejection of the Bid submitted by the vendor.

**15. 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.

**16. 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 or performance of the services shall commence from the effective date of the contract.

**17. 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.

**18. Non-disclosure of Contract documents:** Except with the written consent of the BAPL/Vendor, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party. **Vendor will sign a Non Disclosure Agreement (NDA) at the time of collection of the Technical Specification Document cited under Annexure II.**

**19. Termination of Contract:** BAPL 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 6 months after the scheduled date of delivery.
- (b) The Vendor is declared bankrupt or becomes insolvent.





- (c) The delivery of material is delayed due to causes of Force Majeure by more than 6 months plus extension provided due to Force Majeure.
- (d) As per decision of the Arbitration.

**20. 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 mail/ e-mail, addressed to the last known address of the party to whom it is sent.

**21. Transfer and Sub-letting:** Vendor 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.

**22. 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.

#### **PART IV – SPECIAL CONDITIONS OF THE RFP**

**23.** Vendor is required to give confirmation of their acceptance of the Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract to be concluded with the vendor as selected by the BAPL. Failure to do so may result in rejection of the Bid submitted by the vendor.

**24. Payment Terms:** The applicable payment terms will be as follows:

100% plus applicable taxes (GST) on successful development, delivery and acceptance of the items by BrahMos on prorata basis. Following will be submitted by the vendor.

- i) Invoice (GST compliant)
- ii) Clearance Note from R&QA, RCI/ BAPL QA/External QA Agency.
- iii) Certificate of Acceptance by BAPL.
- iii) BG for Warranty as per Para 28 below:

**Note:** No advance payment will be made against the order.

**25. Instructions for Invoice Preparation:** The Invoice shall contain the following information:

- (a) The Invoice/ Tax Invoice will be raised in compliance with the new tax (GST) guidelines and indicate all mandatory fields. (as applicable):
- (b) **BrahMos GST ID for Hyderabad unit is 36AABCR8269E1Z6 and the same be mentioned in all invoices.**
- (c) Invoice(s) will bear the end user contract details. Prior to dispatch of materials, necessary information for invoice preparation, if required any shall be obtained from BAPL.
- (d) All Original documents for payments including invoices are to be raised on and submitted to 'ED (Production), BrahMos Aerospace Pvt. Ltd, BrahMos Complex, (Near DRDL Complex Rear Gate, Kanchanbagh, P.O, Hyderabad' and a copy should be sent to HoD (Commercial), BrahMos, Delhi.

**26. Warranty:** The item will have guarantee for performance for a period of **33 Months** (except the QT units) from the date of delivery to BAPL.





27. **Performance Bank Guarantee (PBG):** Vendor is to provide Performance cum Warranty Bank Guarantee from a Nationalized Indian bank or Private Bank (HDFC Bank/ ICICI Bank/ Axis Bank/ Kotak Mahindra Bank) of 10 % of the basic value of order for the complete delivery period plus 3 months claim period along with the acceptance of P.O as per existing BAPL format.

28. **Bank Guarantee (BG) for Warranty :** Vendor will provide BG for Warranty from Indian Nationalized Bank OR Private Bank (HDFC Bank/ ICICI Bank/ Axis Bank/ Kotak Mahindra Bank) for 5% of the basic value of item(s) valid for warranty period plus 3 months claim period as per existing BAPL format along with the item being delivered.

29. **Price:** The itemized price break-up of each deliverable is required as per the format enclosed at **Annexure III**.

30. **Indigenous Content (IC) :** The OBC being supplied by Vendor against this RFP, will be used for integration of BrahMos Articles and vendor should indicate of IC('Indigenous Content) (%) & FE (Foreign Exchange) (%) of OBC in the offer.

**Note:** For the purpose of calculating Indigenous Content (IC) of the OBC, the following elements of manufacturing/production/ assembly would be excluded:

- (a) Direct costs (including Custom Duties, Freight/transportation and insurance) of all materials, components, sub-assemblies, assemblies and products imported into India.
- (b) Direct and Indirect costs of all services obtained from non-Indian entities/citizens.
- (c) All license fees, royalties, technical fees and other fees/payments of this nature paid out of India, by whatever term/phrase referred to in contracts/agreements made by vendors/sub-vendors.

**NOTE:**

- (i) Vendor will maintain the detail of Indigenous and Foreign Content and make available on demand for verification by BAPL.

31. **Delivery:** The equipment will be **delivered FOR (BAPL, Hyderabad)**

32. **Delivery Schedule: Within 15 months of PO.**

**Vendor may indicate the best timeline for development and delivery of both QT and AT units to BAPL in the offer within the schedule time of 15 months.**

BrahMos Aerospace reserves the right to alter the delivery period with or without liquidated damages on the merits of the case.

- Note:** (a) The QT units will undergo QT as per QAP requirements.  
(b) The items after the QT will be delivered to BAPL.

33. **Liquidated Damages:** Will be at the rate of 0.5 per cent per week or part there of subject to a maximum of 10% of order value for undelivered portion, on failure to submit the Bonds, Warrantees. Documents supply of stores/ goods and installation of item.

34. **Inspection and Acceptance:** Inspection Agency will be R&QA, RCI/ BAPL QA/External QA Agency. The responsibility for conducting of Acceptance Test, Qualification tests etc will be of Vendor. Final clearance by QA agency will be the essential condition for acceptance by BrahMos. Stores rejected will be collected or replaced (if agreed to by BrahMos Aerospace) by the supplier at his own cost.





**35. Conduct of QT/ AT and its Charges:**

(a) **QT/AT :** The conduct of QT & AT is the responsibility of Vendor.

(b) **QT/ AT Charges:** All QT/ AT charges to be borne by VENDOR.

**36. Documentation:** The equipment shall be manufactured and accepted as per QAP documents and reports as per specification document no. **RCI/DECS/SOW&QR/OBC/01 Issue No. 1**

**37. Packing & Forwarding:** The equipment/ spares should be packed to withstand the transportation hazards with clear safety and handling marking on all sides indicating order reference and consignee address as "The Executive Director, BrahMos Aerospace, DRDL Complex, Kanchanbagh, Hyderabad -500058".

**38. Transportation & Transit insurance:** Responsibility of vendor.

**39. Taxes and Duties:**

(a) **GST:** Applicable Goods & Service Tax (GST), if paid at the time of delivery will be payable extra by BrahMos at actuals on reimbursement basis.  
Note: The GST claimed by the vendor shall be released only after it appears in the BrahMos GST Input Credit Register of GSTIN Online Portal.

(b) **Custom Duty:** Custom Duty if any will be borne by the vendor.

**40. Risk Purchase:** In case, vendor fails to supply the item as per agreed delivery schedule, BAPL will have the right to procure the full quantity/ part thereof the item from other sources at the risk and cost of vendor. Consequently, vendor is liable to pay the expenses (risk purchase loss/ difference between the value of risk purchase order and value of cancelled order etc.) so incurred resulted from arranging the item by BAPL from other sources including import route.

**41. Progress Review Committee (PRC):** The status/progress of production and supply will be monitored by a PRC, consisting of specialists and representatives nominated by BAPL and the vendor's representatives. The PRC will be constituted by CEO & MD, BAPL and review will be conducted on quarterly basis. However, BAPL will have the right to take appropriate decision either to continue/ short close the developmental order based on the merit and satisfactory performance & progress of the order by the vendor. Further, BAPL will also have the right to place Bulk order quantity on the same price within 2 years from the date of successful qualification. Beyond 2 years from the date of qualification, inflation index will be considered for escalation. The PRC may co-opt any additional members in respect of technical, financial and contractual matters. The PRC shall meet as decided by the PRC Chairman.

**42. Patents, Trademarks and Copyrights:** There should be no infringement of any patent or industrial or intellectual property rights in respect of drawings, other materials and documents which are provided by BrahMos for manufacture of OBC.

**43. Secrecy:** Any information of classified nature obtained, acquired during the manufacture, test and trials of OBC is not to be passed on to any Third Party by you or your subcontractor(s). This clause shall survive on termination or completion of this order also.

**44. Proprietary Rights:**

(i) All data provided by BrahMos Aerospace to Vendor for fulfillment of this order shall be considered as proprietary information of BrahMos and shall not be disclosed to any third party without written consent from BrahMos.

(ii) The information relating to design, contractual terms and conditions, prices etc. should be treated as confidential by either side.



45. Vendor shall not quote/ supply the ordered goods/ spares to any party other than BAPL without the written permission of BAPL.

46. **Conditions under which this RFP is issued:** This RFP is being issued with no financial commitment and the BAPL reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the procurement case at any stage.

47. Please acknowledge receipt.

Thanking You,

Yours sincerely  
For BrahMos Aerospace Pvt. Ltd.

  
for Sr. AGM (Commercial)

Abhishek Panigrahi  
AGM (Commercial - Production Control)  
BrahMos Aerospace

**Copy to:**

ED (P), BAPL, Hyd

: For information please

DGM (HoD-SCM), BAPL, Hyd -

For information and discussion with the vendor for issues related with QAP /ATP if any and delivery schedules prior submission of offer.



**ANNEXURE - I**

(to RFP No. BM/RFP/Dev(U-V)/OBC dated 16 May 2025)

**COMPLIANCE TABLE/COMMENTS BY BIDDER**

RFP Clause No.	Clause	RFP Requirements	Compliance (Yes/No)
<b><u>PART I – INSTRUCTIONS TO BIDDER</u></b>			
<b><u>PART II – TECHNICAL/ESSENTIAL REQUIREMENTS</u></b>			
<b><u>PART III – STANDARD CONDITIONS OF RFP</u></b>			
<b><u>PART IV – SPECIAL CONDITIONS OF RFP</u></b>			





ANNEXURE - II

(to RFP No. BM/RFP/Dev(U-V)/OBC dated 16 May 2025)

TECHNICAL SPECIFICATIONS AND SCOPE OF SUPPLY  
OF UPGRADED OBC

The technical specification and scope of supply of upgraded OBC will be as per document no. **RCI/DECS/SOW&QR/OBC/01 Issue No. 1.**

Note:

The above specification document will be collected in person by the vendor from BAPL, Hyd after signing the Non Disclosure Agreement (NDA) as per format placed at **Enclosure I.** In this regard, Para 18 of RFP refers. Your office is requested to route an authorized representative along with Photo ID Proof, letter of authorisation and above NDA for collection of the above document from BAPL by hand.

Details of BAPL Contact Person for collection of above document:

Mrs. ANS Prasanthi, DGM(SCM),  
BAPL, Hyd,  
Tel: 040-24087214

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



**ANNEXURE - III**

**(to RFP No. BM/RFP/Dev(U-V)/OBC dated 16 May 2025)**

**PRICE BREAKUP OF THE BID**  
**(FORMAT)**

Sl. No.	Equipment/items (As applicable)	Qty (Nos.)	HSN Code	Basic Unit Cost (Rs.)	GST Rate (%)	GST Amount (Rs.)	Total Unit Cost (Rs.)	Total Cost (Rs.)
(i)	Upgraded OBC							
	<b>TOTAL</b>							

Note: Information/ Details not applicable may be strike out.





**ENCLOSURE I TO ANNEXURE - II**

**(to RFP No. BM/RFP/Dev(U-V)/OBC dated 16 May 2025)**

**FORMAT OF NON DISCLOSURE AGREEMENT**

1. This Non Disclosure Agreement is entered into by and between M/s. BrahMos Aerospace Pvt Ltd. (M/s. BAPL) located at 16, Cariappa Marg, Kirby Place, New Delhi (Disclosing Party) and M/s. xxxxxxxxxxxxxxxxxxxxxx (Receiving Party) located at ----- for the purpose of preventing the unauthorized disclosure of confidential information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of the RFP for "Development & Realisation of Upgraded On Board Computer (OBC). (Name of the Project)
2. For purpose of this Agreement "Confidential Information" shall include all information or material in which Disclosing party is engaged. If the confidential information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If confidential information is transmitted orally, the Disclosing Party shall promptly provide a written communication indicating that such oral communication constituted confidential information.
3. Receiving Party shall hold and maintain the confidential information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict exercise to confidential information to employees, contractors and third parties as is reasonably required and shall require those persons to sign Non-Disclosure restriction at least as protective as those in this agreement. Receiving party shall not without prior written approval of Disclosing party, use publish, copy or otherwise disclose to others or permit the use by others or to the detriment of Disclosing Party, any confidential information. Receiving Party shall return to the Disclosing party any and all records, notes and other written, printed or tangible materials in its possession pertaining to confidential information immediately if Disclosing Party requests in writing.
4. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture and employee of the other party for any purpose.
5. If any provision of this Agreement is held to be invalid or unenforceable by court of law, the remainder of this agreement shall be interpreted so as best to effect the intent of the parties.
6. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes to all prior proposals, agreements, representations and understandings. This Agreement shall not be amended except with the written consent of both the parties.
7. That in case of violation of any clause of this Agreement, the Disclosing party is at liberty to terminate the services of Receiving party without assigning any reason and shall also be liable to proceeded against in a Court of Law.



8. This Agreement and each party's obligation shall be binding on the representatives, assigns and successors of such parties. Each party has signed this Agreement through its authorized representatives

**Disclosing Party : BrahMos Aerospace Pvt Ltd.**

**Signature :** -----

**Name:** -----

**Date:** -----

**Receiving Party: (M/s. \_\_\_\_\_)**

**Signature :** -----

**Name:** -----

**Date:** -----

