



BRAHMOS AEROSPACE PRIVATE LIMITED

(Joint Venture of Ministry of Defence)

**REQUEST FOR PROPOSAL
FOR**

**MANUFACTURING & SUPPLY OF TECHNOLOGICAL
TROLLEY CK350A-4M AT BAPL NAGPUR**

RFP No. BMN/MM/OTE/26-27/012

Dated. 05 JUNE 2026

This document contains 25 pages including cover page and Appendices.

**REQUEST FOR PROPOSAL (RFP)
MANUFACTURING & SUPPLY OF TECHNOLOGICAL TROLLEY CK350A-4M
AT BAPL NAGPUR**

Dear Sir/ Madam,

1. BrahMos Aerospace Private Limited, hereinafter referred to as **Buyer**, intends to place contract for **Manufacturing & Supply of Technological Trolley CK350A-4M at BAPL Nagpur** and seeking for participation in the procurement process from prospective Bidders subject to requirements of succeeding paragraphs.

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

PART I	:	General Information & Instructions for the Bidders
PART II	:	Essential details of items/services required
PART III	:	Eligibility & Evaluation Criteria of Bids
PART IV	:	Special Terms & Conditions of RFP
PART V	:	Standard Terms & Conditions of RFP
PART VI	:	Format for Price Bid

3. Disclaimer. This RFP is neither an agreement and nor an offer by Buyer to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Buyer in relation to the Project. This RFP document and any assumptions, assessments and statements made herein do not purport to contain all the information that each Bidder may require. The Bidder shall bear all its costs associated with or relating to the preparation and submission of proposal pursuant to this RFP. Wherever necessary, Buyer reserves the right to amend or supplement the information, assessment or assumptions contained in this RFP. Buyer reserves the right to withdraw the RFP or foreclose the procurement case at any stage. The issuance of this RFP does not imply that Buyer is bound to shortlist a Bidder for the Project. Buyer also reserves the right to disqualify any Bidder should it be so necessary at any stage on grounds of National Security.

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

Thanking you.

For BrahMos Aerospace Private Limited




Kaustubh M. Kulkarni
Sr. Systems Manager (MM)
BrahMos Aerospace

Note: Bidders are advised to regularly visit BAPL website for any Errata / Addendum / Extension / corrigendum to this tender hosted on BAPL website www.brahmos.com

PART-I: GENERAL INFORMATION AND INSTRUCTIONS FOR THE BIDDERS

5. The salient aspects and timelines of the acquisition/contract are tabulated below. In case of any variation in the details furnished below or in any Annexure(s) with that mentioned in the RFP, information furnished in the main body of the RFP at referred Paragraph is to be followed.

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

Bids to be addressed to:	Chief General Manager - Plant Head
Postal address for sending the Bids	BrahMos Aerospace Pvt Ltd C/o DRDL, PJ-10 Complex, Near Mohagaon bus stop, KM 22, Wardha Road, Vill.: Bothli, P.O. Butibori, Nagpur, Maharashtra- 441 108
Contact Nos. & E-mail	07103-282-703/705/769 tenders.ngp@brahmos.com palashsahu@brahmos.com

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

7. **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 **Techno-Commercial and the Price Bid** should be put in **two separate sealed envelopes** and then be put in **single outer envelope** (sealed) with the '**Bidder Details, RFP No., Last Submission Date**' pasted on top with the format enclosed, should be dropped in the tender box, so as to reach by the due date and time. Late tenders will not be considered. Bids forwarded shall also include the following documents along with the techno-commercial bid, failing which, bids are liable to be rejected: -

(a) Confirmation of acceptance of all Terms & Conditions of the RFP as per *Compliance Statement attached as Appendix-A*.

(b) An unconditional acceptance of all tender terms and conditions of RFP as per attached **Appendix –B** to be submitted by Bidder.

(c) **UDYOG Aadhar No. for MSME.** UDYAM Certificate printed on or after 01 April 2024 to be clearly indicated along with supporting documents for MSME/SME (i.e MSME/SME registration certificate) should be submitted along with the tender.

(d) Duly filled and signed copy of **Appendix- C** i.e., E-Payment mandate form along with clear and legible self-attested photocopy of **PAN Card & GST registration certificate**.

(e) All bidders are required to submit **non-Blacklisting certificate** as per **Appendix-D** attached with the RFP.



(f) Experience certificate. The firm must have supplied similar Ground support equipment/ Trolley / Systems to Defence establishments/ Public / Reputed Private sectors and should have complete set up for design/ manufacturing/ fabrication and assembly of such mechanical systems. The Purchase orders / Experience certificates from procurement agencies to be submitted along with technical bid. MSME/ Startup which have the capability to supply Ground support equipment may be considered based on technical evaluation.

(g) Annual Turnover. Firm should submit proof of average annual turnover for last three financial years duly audited by CA. Exceptions for MSMEs/ SMEs can be accepted only if the firm is registered with tendered items and the validity of their registration as MSME should not be expired.

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

8. LOCATION OF THE TENDER BOX: Tender Box is placed in front of Reception area at Main entry gate of BAPL, Nagpur. Only those Bids that are found in the Tender Box will be considered and opened.

9. PRE-BID CLARIFICATION:

(i) Prior to preparation of the Techno-Commercial Bid and Price bid, clarifications regarding the technical/ commercial terms & conditions be obtained from this office (**Email: tenders.ngp@brahmos.com, palashsahu@brahmos.com, LL: 07103-282-769 / 703 /705**) within **Ten working days** from the date of RFP.

(ii) Un-willingness of the Bidder to participate in Bid may be communicated to above mentioned email id within 10 working days from date of RFP.

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

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

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



13. 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.

14. VALIDITY OF BIDS: The Bids should remain valid till 180 days from the last date of submission of the Bids.

15. SITE VISIT: Before quoting, the service provider may visit the site for getting firsthand information on the site conditions, locations and other aspects. The bidders are advised to visit and examine the site of works and their surrounding and obtain for himself and on his own responsibility all information that may be necessary for preparation of the bid and entering into contract. The costs of visiting the site shall be at bidders' own expenses. No extra claim on account of non-familiarity of site conditions shall be entertained during execution of work.



PART-II: ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

16. SCOPE OF WORK (SOW): The items will be manufactured as per the scope of work Document No. BMH/NGP/TT/01/R0 attached at **Annexure-I to this RFP**. The copy of duly signed and stamped SOW document to be submitted along with technical bid.

17. Technical Specifications: Document Ref No. BMH/NGP/TT/02/R0 dt. 25/05/2026 is attached at **Annexure-II**. The copy of duly signed and stamped tech specification document to be submitted along with technical bid.

17.1) List of deliverables. The vendor has to supply the following as part of the order:

S. No.	Item Description	Quantity
1	Technological Trolley as per attached Technical Specifications document & Scope of work	02 nos.
2	Drawings, models and documents as per Technical Specifications document. Drawings and documents to be submitted in soft copy and hard copy. QAP to be submitted to BAPL for review and approval.	01 set
3	Technical, operational and maintenance manual – soft copy and hard copy	02 sets
4	Required Tools and spares for maintenance	02 sets (1 set for each trolley)
5	Manufacturing of Dummy loads for load testing – not to be delivered	01 set

Note: The detailed drawing of Trolley including frame, resting supports, out trigger, Wheel axle, Towing bar, steering, suspension etc. will be shared to interested bidders on signing of **NON-DISCLOSURE AGREEMENT**. For request of Manufacturing drawings and any technical clarifications, please contact **Mr. Palash Sahu (SM) via email at palashsahu@brahmos.com**. NDA format is available on BAPL website – Procurement section.



PART-III: ELIGIBILITY & EVALUATION CRITERIA OF BIDS

18. The Bidder is required to submit detailed **Techno-Commercial Bid (Technical bid)** containing all Terms & Conditions as enumerated at Part I, II, III, IV and V of this RFP and give confirmation of their acceptance of all Terms & Conditions which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e., Seller/Contractor in the Contract) as selected by the Buyer. The deviations, if any, may be clearly indicated in the Techno-Commercial Bid along with the Compliance Statement in the format enclosed at **Appendix-A**. Failure to do so may result in rejection of Bid submitted by the Bidder.

19. Only those Bids will be evaluated, which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially. The bidder, whose price is arrived as lowest as per Evaluation criteria given in this part, will be declared as **L-1 bidder** by Buyer. Price negotiations will be conducted by the Buyer.

20. EVALUATION OF TECHNO-COMMERCIAL BID: The Techno-Commercial Bid forwarded by the Bidders will be evaluated by a Techno-Commercial Evaluation Committee (TCEC) to confirm that the items being offered meet the requirement. The TCEC will examine the extent of variations/differences, if any, in the technical characteristics of the items offered by Bidder. The Bidder, if required, may also be called for the TCEC meeting for clarification on the Techno-Commercial Bid submitted by them. **The bidder must submit the required documents as mentioned in Para 7 (a) to (h) of Part I of RFP along with technical bid.**

21. EVALUATION OF PRICE BID:

- (a) The Price Bids of only those Bidders will be opened and evaluated, whose technical bids have been cleared by TCEC. The unopened Price Bids will be returned back to the Bidders by the Buyer on request by the Bidders. The Price Bids will be evaluated on the basis of complete scope and not individual line-item wise basis.
- (b) If there is a discrepancy between 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.

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

- (a) Price to be quoted in Indian Rupees only.
- (b) The financial bids of the qualified bidders will be compared on the basis of price quoted in the price bid format of the RFP/Bid document.
- (c) The financial comparison should be considered on the basis of **FOR destination** prices excluding statutory levies, taxes and duties payable on final product.
- (d) BAPL reserves the right to request a detailed price analysis of the bid from any bidder whose financial proposal deviates significantly from the internal benchmark or appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price. Procurement entity may seek written clarifications from the bidder. If the justification provided is deemed insufficient to guarantee long term service delivery and/or after evaluating the price analysis, BAPL determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, BAPL may, at its sole discretion, require the bidder to furnish an **Additional Performance security** failing which BAPL may reject the bid/ proposal.



PART-IV: SPECIAL TERMS & CONDITIONS OF RFP

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

23. PERFORMANCE BANK GUARANTEE (PBG):

(i) The successful bidder shall guarantee faithful execution of the PO in accordance with the terms and conditions specified. As a performance security, the successful bidder shall furnish a **Performance Bank guarantee** from an **Indian nationalized bank OR Axis/HDFC/ICICI/Kotak Bank** for **5%** of the **total basic order value** valid up to the **entire delivery period and warranty period plus claim period of 03 (Three) months** in our format **within 15 days** from the date of award of contract.

(ii) In case of breach of any conditions under the contract, the PBG shall be liable to be encashed. In addition, the Work Order(s) is also liable to be terminated.

24. OPTION CLAUSE: The Contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional quantity up to 100% of the original contracted quantity in accordance with the same terms and conditions of the Contract. This will be applicable within the currency of the Contract or as decided during commercial negotiations. It will be entirely the discretion of the Buyer to exercise this option or not.

25. REPEAT ORDER CLAUSE: The Contract will have a Repeat Order Clause, wherein the Buyer can order for additional quantity up to a maximum of up to 100%, including order placed under Option Clause, of the originally contracted quantity of the original contracted quantity under the Contract within six months from the date of successful supply/successful completion of this contract. The Repeat Order will have rates on not exceeding basis (excluding taxes and duties) while the terms and conditions will remain unchanged. It will be entirely the discretion of the Buyer to exercise the Repeat order or not.

26. TOLERANCE CLAUSE: NOT APPLICABLE

27. INTELLECTUAL PROPERTY RIGHT (IPR): The rights of Intellectual Property developed under the Contract will be either the property of the Buyer or jointly owned by Buyer and the Seller. The holding of rights of intellectual property will be decided by the Buyer based on the merits of the case. Even where the IPR is jointly held, Buyer will have the marching rights on IPR i.e. the Seller will have to give technical know-how/ design data for production of the item to the designated Agency nominated by Buyer. The Seller will, however, be entitled to license fee/ royalty from the Agency as per agreed terms and conditions. The Seller will also be entitled to use these intellectual properties for their own purpose, which specifically excludes sale or licensing to any third party.

28. PURCHASE PREFERENCE CLAUSE: Purchase preference will be granted as per Public Procurement (Preference to Make in India), Order – 2017 as amended, issued by DPIIT/Ministry of Commerce and Industry.

29. PERMISSIBLE TIME FRAME FOR SUBMISSION OF INVOICE: To claim payment (part or full), the Seller shall submit the bill(s) along with the relevant documents within 45 days from the completion of the activity/ supply.



30. PAYMENT TERMS: The payment terms should be in accordance with the RFP as any change of payment terms specified in the RFP can alter L-1 determination. In case where the payment terms offered by the bidders differ from the options given in the RFP, DCF technique may be utilized for L-1 determination.

(a) ADVANCE PAYMENT: Not applicable.

(b) STAGE PAYMENTS: 100% payment of the basic order value will be paid within 45 days only after satisfactory delivery of items / services and acceptance by BAPL against submission of GST invoice and other related documents as mentioned in scope of work. GST amount as applicable will be paid only after the same is reflected in GSTN portal. Copy of Performance Bank Guarantee issued at the time of Placement of Order may also be provided.

31. RECOVERY OF ADVANCE CLAUSE: Not applicable.

32. INVOICE PREPARATION: All original documents for payments including invoices are to be raised on and submitted to the Buyer's location at BAPL Nagpur. GSTIN No. for the **Nagpur unit is 27AABCR8269E1Z5** and the same shall be mentioned in all invoices as applicable.

34. PLACE OF DELIVERY: Items to be delivered at **BAPL, Nagpur.**

35. 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.

36. RISK AND EXPENSE PURCHASE: In case service provider fails to honor the contractual obligations within the stipulated delivery period and as amended, Buyer may procure the said contracted goods/services through a fresh supply order/contract and the defaulting Seller has to bear the excess cost incurred, if any.

37. PRICE BENCHMARKING CLAUSE: The Seller shall agree that the prices finalized for the development phase of the items shall serve as the reference ceiling for determining the cost of subsequent serial production. The Seller shall guarantee that unless agreed otherwise in writing by the Buyer, the prices for serial production of the items, including any sub-assembly or components developed shall not exceed the development price on a per unit basis by more than the percentage to be decided during the price negotiation meeting. Any finalized escalation must be fully justified based on audited cost data and subject to negotiation and approval by the Buyer. In no event shall such escalation exceed the agreed percentage unless necessitated by Government directed changes or Force Majeure conditions. This clause shall remain valid for the period of years as mutually agreed from the completion of acceptance of the items under consideration.

38. TERMS OF DELIVERY:

(a) INDIGENOUS SELLER: The delivery of goods shall be on FOR BAPL NAGPUR.



39. TRANSPORTATION & TRANSIT INSURANCE: The equipment(s) / material(s) will pack, loaded onto transportation vehicle(s) as per the classification of category & class of goods and transported to the designated site location. Necessary transportation & transit insurance to the destination shall be the responsibility of Seller.

40. PACKING AND MARKING INSTRUCTIONS: The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong. The packing cases should have provisions for lifting by crane/ fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed. The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.

- (a) Item Code and Item Description along with other technical details are to be engraved on all type of raw materials, as applicable, being delivered by the Suppliers.
- (b) Items being delivered should be packed in good quality wood and transport worthy packing conditions for ease of handling and storage.
- (c) One type of items should be packed in one box for ease of receipt, storage and issue.

41. QUALITY & INSPECTION CLAUSE:

- (a) **YEAR OF PRODUCTION:** The items should be of the latest manufacture and conform to the current production standards.
- (b) **QUALITY:** The quality of the items shall correspond to the technical conditions and standards enumerated in the RFP.
- (c) **QUALITY ASSURANCE:** The quality assurance procedure that will be applicable from the date of Order till completion of deliveries for items will be as per the applicable Technical Documents to be defined in Technical Bid. The documents may be amended, if required, by mutual consent of the Buyer and the Seller.
- (d) **INSPECTION & ACCEPTANCE:**
Inspection at production/acceptance stage will be carried out by Buyer's representatives. The Inspection Agency or their nominated agency shall have the right to conduct quality trials during the production/ acceptance of the items or at any later stage. Stores rejected will be collected and replaced by the Seller at his own cost.
- (e) **TESTING:** Carrying out all the tests as specified in the Technical Specification/ ATP documents shall be the responsibility of the Seller.



42. WARRANTY: The Seller will declare that the goods, stores articles sold/ supplied shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the contract. The Seller will guarantee that the said goods/ stores/ articles would continue to conform to the description and quality for a period of 24 months from the date of acceptance/ installation of the said goods stores/ articles. If during the aforesaid period of 24 months, the said goods/ stores are discovered not to conform to the description and quality aforesaid, not giving satisfactory performance or have deteriorated, the Buyer shall be entitled to call upon the Seller to rectify the goods/ stores/ articles or such portion thereof as is found to be defective by the Buyer within a reasonable period without any financial implication to the Buyer. In cases of procurement of software, Seller shall issue/provide upgrades of the software free of cost during the warranty period.

43. PRODUCT SUPPORT: The Seller agrees to provide product support for the stores, assemblies/ subassemblies, fitment items, spares and consumables, Special Maintenance Tools (SMT)/Special Test Equipment (STE) for a minimum period of 20 years including 2 years of warranty period after the delivery. In the event of any obsolescence during the said period of product support in respect of any component or sub-system, mutual consultation between the Seller and Buyer will be undertaken to arrive at an acceptable solution including additional cost, if any.

44. ANNUAL MAINTENANCE CONTRACT (AMC): Not applicable.

45. TECHNICAL DOCUMENTATION: To be submitted as per scope of work & technical specifications document.

46. TRAINING OF MANPOWER: If applicable as per Scope of work document.

47. SUPPORT DURING JOINT RECEIPT INSPECTION (JRI): The Seller shall carry out periodic maintenance during warranty period as per maintenance schedule provided in user manual/driver's manual. The Seller has to provide the list of such items to be utilized for maintenance during the integration of mounted equipment at Buyer/its vendor's premises, prior to delivery to end user. The JRI support (at the time of delivery to the end user) will be a part of the scope of the Seller.

48. PROGRESS REVIEW COMMITTEE (PRC): The status/ progress of production and supply will be monitored by a PRC, consisting of specialists and representatives nominated by Brahmos Aerospace and Firm's representatives. The PRC will be constituted by the competent authority of the Buyer.

49. MODIFICATIONS (CHANGE IN SCOPE OF WORK), IF ANY:

(a) Should Buyer desire any modifications or improvements, additions or alterations to the design, drawings, specifications, place of delivery etc., the same shall be carried out by the firm.

(i) Without additional payments: If the modifications or improvements are of minor in nature and are intimated before undertaking of the job as per existing specifications has been carried out.

(ii) On payment of additional Expenses and extension of delivery schedule on mutual agreement, if modifications or improvements are major in nature.



- (b) The recommendations of Committee / PRC will be considered as the basis for both Minor and Major modifications and for determining the requirements of additions/reduction in expenditure and time for the contractor.

50. 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.

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


Kaustubh Kulkarni
Sr. Systems Manager (MM)



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

52. EFFECTIVE DATE OF THE CONTRACT: In case of placement of a supply order, the date of acceptance of the Supply Order would be deemed as the effective date. The firm should check the supply order and convey acceptance of the same within seven days of its receipt. If such an acceptance or communication conveying firm's objection to certain parts of the supply order is not received within the stipulated period, the supply order will be deemed to have been fully accepted by the firm. In case a contract is to be signed by both the parties, the Contract shall come into effect on the date of signatures of both the parties on the Contract (Effective Date) or as agreed during negotiations. The performance of the Contract shall commence from the Effective Date of the Contract/Supply Order.

53. 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.

54. 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.

55. 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 New Delhi, India.

56. PENALTY FOR USE OF UNDUE INFLUENCE: The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract or any other contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/ employee of the Buyer or to any other person in a position to influence any officer/ employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.



57. ACCESS TO BOOKS OF ACCOUNTS: In case it is found to the satisfaction of the Buyer that the Bidder/ Seller has violated the provisions of use of undue influence and/ or employment of agent to obtain the Contract, the Bidder/ Seller, on a specific request of the Buyer, shall provide necessary information/ inspection to the relevant financial documents/ information/ Books of Accounts.

58. AGENTS / AGENCY COMMISSION: The Seller confirms and declares to the Buyer that the Seller has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above (i) Prime Lending Rate of State Bank of India for Indian bidders, and (ii) London Inter Bank Offered Rate (LIBOR) for the foreign bidders. The applicable rates on the date of opening of tender shall be considered for this. The Buyer will also have the right to recover any such amount from any contracts in vogue with the Government of India.

59. WITHHOLDING OF PAYMENT: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in the Contract, the Buyer may, at his discretion, withhold any payment until the completion of the Contract.

60. 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.

61. LIQUIDATED DAMAGES: The Buyer may deduct from the Seller, as agreed, liquidated damages at the rate of 0.5% per week/part thereof, of value basic cost (excluding taxes and duties on final product) of the delayed stores which the seller has failed to deliver within the period agreed for delivery in the contract subject to maximum of 10% of the total order value (excluding taxes and duties on final product).



62. TERMINATION OF CONTRACT: The Buyer shall have the right to terminate the Contract in part or in full in any of the following cases:

- (a) The store/service is not received/rendered as per the contracted schedule(s) and the same has not been extended by the Buyer.

OR

The delivery of the store/service is delayed for causes not attributable to Force Majeure for more than Three months after the scheduled date of delivery and the delivery period has not been extended by the Buyer.

- (b) The delivery of store/service is delayed due to causes of Force Majeure by more than 06 months provided Force Majeure clause is included in the contract and the delivery period has not been extended by the Buyer.
- (c) The Seller is declared bankrupt or becomes insolvent.
- (d) The Buyer has noticed that the Seller has violated the provisions of Use of Undue Influence and/or Employment of Agent to obtain the Contract.
- (e) As per decision of the Arbitration Tribunal.

63. 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.

64. TRANSFER AND SUB-LETTING: The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the Contract or any part thereof without written consent of the Buyer.

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

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

66. CURRENT MANUFACTURE: The equipment supplied will be of latest manufacture and will confirm to current production standards including the specified material and its equivalent.



67. COUNTERFEIT PARTS:

- (a) Seller shall evolve necessary verification and test methodologies to detect the counterfeit Parts.
- (b) Seller to ensure to prevention of counterfeit parts / products including from their sub-vendors, if any.
- (c) Seller to ensure that only non-counterfeit parts / products shall be delivered to Buyer.
- (d) Further to prevent inadvertent use of counterfeit parts, Seller shall only procure directly from the OEM (Original Equipment Manufacturer) or their authorized distribution chain unless approved by Buyer in writing.
- (e) Seller also to ensure the necessary traceability of parts / components belonging to OEM and the same shall be provided to Buyer to eliminate the delivery of counterfeit parts.
- (f) Seller to obtain the approval of Buyer in writing to source the inputs from Non-Franchised Distributors and also to ensure parts that were procured are legitimate, authentic, non-counterfeit parts, if applicable.
- (g) In case of detection of counterfeit parts / products upon inspection, same will not be accepted by Buyer and returned to Seller as they are and will be handled as per the policies of Buyer.

68. SECURITY: Any Information of classified nature obtained, acquired during the manufacture, test and trails 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.

69. USE OF PATENTS AND OTHER INDUSTRIAL PROPERTY RIGHTS: The prices stated in the Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other Industrial Property Rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies or any or all the rights mentioned above.

70. TAXES AND DUTIES:

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



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

72. 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.

73. DOCUMENTS TO BE FURNISHED FOR CLAIMING PAYMENT:

(a) INDIGENOUS SELLERS: The payment of bills will be made on submission of the following documents by the Seller to the Buyer:

- (i)** Ink-signed copy of Invoice.
- (ii)** Bank Guarantee for Advance, if applicable.
- (iii)** Performance Warranty Bond/ Indemnity Bond, if applicable.
- (iv)** Details for electronic payment viz. Bank name, Branch name and address, Account Number, IFS Code, MICR Number (if these details are not already incorporated in the Contract).
- (v)** Copy of the Contract and amendments thereon, if any.
- (vi)** Any other document/ certificate that may be provided for in the Contract.

74. FRANKING CLAUSE:

(a) IN CASE OF ACCEPTANCE OF STORE(S): The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the Contract.

(b) IN CASE OF REJECTION OF STORE(S): The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract.



75. CLAIMS:

- (a) The quantity claims for deficiency of quantity and/ or the quality claims for defects or deficiencies in quality noticed during the inspection shall be presented within 45 days of completion of inspection.
- (b) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location, within mutually agreed period, under Seller's arrangement without any financial implication on the Buyer.

76. NON-DISCLOSURE: The Bidding documents, including this RFP and all attached documents provided by Buyer, are and shall remain or become the property of Buyer. These are transmitted to the Bidders solely for the purpose of preparation and the submission of a proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their proposal. The provisions of this Para shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and Buyer will not return to the Bidders any proposal, document or any information provided along therewith (except unopened Commercial Bid as relevant). Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process, or concerning the Bidding Process. Buyer will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. Buyer may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or Buyer or as may be required by law or in connection with any legal process.

77. ACCESS TO CLASSIFIED DOCUMENTS/ SYSTEMS: The Seller will be allowed to access pertinent classified details/documentation in the interest of execution of task. Association of the Seller will be desirable for effective rectification of design defects, if any, during trials of systems/ sub-systems, being developed as part of the contract. In all such cases, the Seller and his employees, connected with the assigned task, will be subject to the provisions contained in the Indian Official Secrets Act and required to render certificate to that effect.

78. ACQUIRING MANUFACTURING DRAWINGS AND ASSOCIATED HARDWARE: The manufacturing drawings & other documents prepared during the development phase shall be the property of the Buyer and will be handed over to Buyer whenever required. Further, these will also not be used by the Seller for any purpose other than stated in the contract, without the written consent of Buyer. All dies/ tools/die sets/ jigs/ fixtures/ molds fabricated under the contract which are charged separately will be returned to Buyer unless specified otherwise in the contract.

79. RETURN OF DOCUMENTS: Documents, specifications, drawings, CD in encrypted format issued to Seller or prepared by them are "RESTRICTED" in nature and property of Buyer. In the interest of National Security these will be returned in as issued condition without any duplication and / or photocopying. A certificate to the effect that required documents have been received in Buyer would be furnished by the Project Team. Any loss or damage to these documents shall be recovered from the Seller.



80. CONFIDENTIALITY OF INFORMATION: No party shall disclose any information to any 'Third Party' concerning the matters under this RFP generally. In particular, any information identified as 'Proprietary' in nature by the disclosing party shall be kept strictly confidential by the receiving party and shall not be disclosed to any third party without the prior written consent of the original disclosing party. This clause shall apply to the sub-contractors, consultants, advisors or the employees engaged by a party with equal force.

81. UNDERTAKING BY BIDDERS: The Bidder will submit an undertaking that they are currently not banned/ debarred / suspended from doing business dealings with Government of India / any other government organization and that there is no investigation going on by MoD against them. In case of ever having been banned / debarred / suspended from doing business dealings with MoD/any other government organization, in the past, the Bidder will furnish details of such ban / debarment along with copy of government letter under which this ban / debarment / suspension was lifted / revoked. The Bidder shall also declare that their sub-contractor(s)/Seller(s)/technology partner(s) are not Suspended or Debarred by Ministry of Defence. In case the sub-contractor(s)/Seller(s)/ technology partner(s) of the Bidder are Suspended or Debarred by Ministry of Defence, the Bidder shall indicate the same with justification for participation of such sub-contractor(s)/ Seller(s)/ technology partner(s) in the procurement case. Subsequent to submission of bids if any sub-contractor(s)/Seller(s)/ technology partner(s) of the Bidder is Suspended or Debarred by Ministry of Defence, the Bidder shall intimate the Ministry of Defence regarding Suspension or Debarment of its sub-contractor(s)/ Seller(s)/ technology partner(s) within two weeks of such order being made public.

82. 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.

83. 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.

84. RECORD OF QUALITY RELATED DOCUMENTS: To be maintained for a minimum period of 15 yrs.

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

For BrahMos Aerospace Private Limited


Kaustubh Kulkarni
Sr. Systems Manager (MM)



PART-VI: FORMAT FOR PRICE BID

Priced Bid to be submitted as per the format given below: -

Sl. No.	Description	Qty.	Unit Cost Rs.	Total Cost Rs.	Rate of GST	Total Cost Rs. (incl. GST)	Remarks
A	Technological Trolley CK350A-4M as per Technical Specifications & Scope of work document including all deliverables as mentioned below: - Drawings, models and documents as per Technical Specifications document. (Manufacturing Drawings, 3D Model and documents to be submitted in soft copy and hard copy. QAP to be submitted to BAPL for review and approval.) -01 Set Technical, operational and maintenance manual – soft copy and hard copy – 02 Sets Required Tools and spares for maintenance (1 set for each trolley) – 02 Sets Manufacturing of Dummy loads for load testing (Not to be delivered) 01 Set	02 Nos					

Seal & Signature of Bidder



APPENDIX-A
(Refer Para 7 of RFP)

COMPLIANCE STATEMENT

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

COMPLIANCE STATEMENT			
Sl. No.	Clause	RFP Requirement	Comments by Bidder
1	Part-I	GENERAL INFORMATION AND INSTRUCTIONS	
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details
2	Part-II	ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED	
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details
3	PART-III	ELIGIBILITY & EVALUATION CRITERIA OF BIDS	
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details
4	Part-IV	SPECIAL TERMS & CONDITIONS	
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details
5	Part-V	STANDARD TERMS & CONDITIONS	
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details
6	PART-VI	PRICE BID FORMAT	
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details

- **The Bidder shall submit a Clause-by-Clause Compliance Statement as per the above format. There should be no discrepancy between the details mentioned in the Techno-Commercial Bid and the Compliance Statement.**
- **In case of any such discrepancies, the terms & conditions mentioned in the RFP and their compliances as mentioned in either of the two documents shall prevail.**



APPENDIX-B

(Refer para 7 of Part -I of RFP)

ACCEPTANCE OF TERMS & CONDITIONS OF TENDER

(To be given on Company Letter Head)

To,
The Chief General Manager
M/s BrahMos Aerospace Pvt Ltd,
DRDO, PJ-10 Complex, Near Mohagaon bus stop,
KM 22, Wardha Road, Village: Bothli,
PO: Butibori, Nagpur -441108 Maharashtra.

ACCEPTANCE OF TERMS & CONDITIONS OF TENDER

Tender Reference No. _____

Name of Tender: _____

Dear Sir,

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

_____ as per your advertisement / RFP, given above.

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

3. The corrigendum(s) issued from time to time by your department / organization 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 Techno Commercial Bid and its enclosures 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)

ELECTRONIC PAYMENT SYSTEM MANDATE FORM

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

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

(Signature of the Bidder, with Official Seal)

Date:

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

Bank Stamp:

Date:

(Signature of Authorized Official from the Bank)

NON-BLACK LISTING CERTIFICATE
(To be given on Bidders 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

RFP No. BMN/MM/OTE/26-27/012

RFP Date. 05 JUNE 2026

Proforma for Pasting on Sealed envelope

TO:

Chief General Manager (Plant Head)

**Address: BrahMos Aerospace Pvt Ltd
C/o DRDL, PJ-10 Complex,
Near Mohgaon bus stop, KM 22,
Wardha Road, Vill.:Bothli, P.O. Butibori, Nagpur,
Maharashtra- 441 108**

LL: 07103-282-703/705

TENDER Name	MANUFACTURING & SUPPLY OF TECHNOLOGICAL TROLLEY CK350A-4M AT BAPL NAGPUR
RFP NO:	BMN/MM/OTE/26-27/012
RFP Date	05 June 2026
TENDER OPEN DATE	30 June 2026 & <u>11:30 Hrs</u>

LAST DATE OF SUBMISSION

30 June 2026

11:00 HRS

FROM:

Vendor Name:

**Vendor
Address:**

Contact No.:

(NOTE: THE BID (SINGLE/ TWO BID as per RFP) SHOULD BE PUT IN ONE OUTER SEALED ENVELOPE AND THIS PROFORMA SHOULD BE PASTED ON TOP. THE TENDER (SEALED ENVELOPE) SHOULD BE DROPPED IN THE TENDER BOX ONLY WITHIN THE LAST DATE & TIME OF SUBMISSION AS PER RFP.)