



BrahMos Aerospace

An India-Russia Joint Venture

RFP No.: ~~BM/Contracts/BS/RFP/AMC~~ Pest Ctrl./060426/02

Dated 07 April, 2026

REQUEST FOR SUBMISSION OF TECHNO-COMMERCIAL OFFER & PRICE BID FOR ANNUAL MAINTENANCE CONTRACT FOR PEST & RODENT CONTROL SERVICES AT BAPL NEW DELHI

Dear Sir/ Madam,

1. BrahMos Aerospace Private Limited, hereinafter referred to as **Buyer**, intends to enter into Rate Contract for Pest & Rodent Control Services at BAPL HQ at Delhi Cantt. and seek participation of the procurement process from prospective Bidders subject to requirements of succeeding paragraphs.

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	: 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 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

Abhishek Panigrahi
Addl. General Manager
Commercial
BrahMos Aerospace
New Delhi-110010

Abhishek Panigrahi,
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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) with that mentioned in the RFP, information furnished in the main body of the RFP at referred Paragraph is to be followed.

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

Bids to be addressed to:	Shri Abhishek Panigrahi, Addl. GM(Commercial)
Postal address for sending the Bids	BrahMos Aerospace Pvt. Ltd 16, Cariappa Marg, Kirby Place Delhi Cantt. New Delhi-110010 Kind Attn: Bhawna Sharma, Sr. Exe. Officer (C)
Contact Nos. & E-mail	011- 422- 85-103, 422-85-133 contracts@brahmos.com

(b) **LAST DATE AND TIME FOR DEPOSITING THE BIDS:** The sealed Bids under **One/Two-Bid system (combined / separate Techno-Commercial Bid & Price Bid)** should reach at the above given address through post/in person latest by **27th April 2026 at 11:00 Hrs.** 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.**

(c) **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 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.

(d) **PRE-BID CLARIFICATION:**

(i) Prior to preparation of the Techno-Commercial Bid, clarifications regarding the technical terms & conditions be obtained from the **Sr. AGM (Admin) at delhiadmin@brahmos.com** within 7 working days from the date of RFP.

(ii) Prior to preparation of the Techno-Commercial Bid and Price Bid, clarifications regarding the commercial terms be obtained from Sr Exe. Officer (C) vide email at **contracts@brahmos.com** within 7 working days from the date of RFP.

(iii) Un-willingness of the Bidder to participate in Bid may be communicated to commercial Dept vide email at **contracts@brahmos.com** within 7 working days from the date of RFP.

(e) **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.

(f) **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.

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



PART-II: SCOPE OF WORK

- 6. General Scope of work:** Scope of work includes comprehensive AMC for entire Office to keep the area free from Pest and Rodents.
- 7. Validity of Contract:** This contract shall be valid for period of 3 years from date of issuance of PO.
- 8. Covered Area.**
 - a. Entire Office Complex/DSC Complex/Guest House including Kitchen/All Security Posts/Dormitory.
 - b. Guest House Kitchen Rooms, Work Stations.
 - c. All Conference Rooms and Entire Exhibitions area.
 - d. Server Rooms/UPS Rooms/Panels Plant Room.
 - e. Entire Lobby area of Office and Guest House.
 - f. All Pantries, Dining Hall and Complete Guest House Complex including the Rooms and Common area.
 - g. All Toilets, Wash Rooms and Lobby of Entire Complex.
 - h. External Drainage Systems.
- 9. Pest Control Scope covered in the term of Pest Control.**
 - a. Treatment for Cockroaches.
 - b. Treatment for Rodents.
 - c. Treatment for Mosquitos.
 - d. Termite Treatment in Exhibition area and Wooden areas of Offices, Guest House and DSC complex.
 - e. Treatment for spiders, Lizards, Silverfishes and Other insects.
 - f. Treatment for Snacks in entire office and outer area.
 - g. Treatment for Honey Bees and removal of Bee hives from the any location of office complex including external walls as and when required.
- 10. Frequency of Services.**
 - a. General Pest Control Once in every month.
 - b. Rodent Control: Continuous monitoring and action as per requirements.
 - c. Mosquito and Fly Control: Monthly Services/Treatment.
 - d. Termite Treatment: Once in year in Exhibition and Wooden fixtures of entire Office Complex and Guest House Complex.
 - e. All emergency services to be provided within 24 hrs. at no additional cost.
 - f. Visit of rep. to analyze the control measure undertaken/ to be undertaken.
- 11. Methodology.**
 - a. Use of WHO approved and govt authorized chemicals.
 - b. Odourless and non-staining and safe chemical for office use.
 - c. Gel based treatment for cockroaches.
 - d. Mechanical traps and baits station for rodent be used.
 - e. ULV fogging/Misting for mosquitoes and flies be used.
 - f. Firm will remove the visible shelter mud tubes of termite and infested areas will be treated with water based chemical elusion.
- 12. Safety and Compliances.**
 - a. All chemical should comply with CIB and RC (India norms) and same be defined in Technical Proposal



b. Service Provider staff should wear PPE and should be trained. This will be the responsibility of the firm.

c. Material safety Data sheet should be given by the firm with the bill.

13. Reporting and Documentations.

a. Service report to be submitted along with quarterly invoice duly signed by the BAPL rep.

b. Check list be prepared for monitoring the pest control.

c. Detailed of Chemical used to be mentioned in the Service Report.

14. Responsibilities.

a. Ensure the Pest free environment throughout the AMC period.

b. During the service maintain the Hygiene and cleanliness

c. Replace the Bait traps as per the needs free of cost.

15. The Bidders are requested to assess the scope of work onsite and submit a report on Pest Control Measures required to be undertaken at BAPL, New Delhi along with Techno Commercial Proposal. Onsite assessment of work is mandatory condition for acceptance of bids by BUYER.

16. Based on your Report, it is requested to submit the Commercial Proposal as per the Price Bid Format Placed at Part -VI of this RFP.

17. The Bidders have to submit the following Documents along with the RFP

(i) **Supplier Registration Form**, duly filled as per format enclosed in the 'Procurement' page of www.brahmos.com. and submission of all relevant documents.

(ii) **Non-Disclosure Agreement (NDA)** as per the format enclosed in the 'Procurement' page of www.brahmos.com.

18. Criteria: -

a) The Bidder must be an individual (Sole Proprietorship, Firm, LLP, Partnership / Company) engaged in providing Pest Control Services.

b) The Bidder must have all the requisite licenses / certification from Health Authorities/ Govt. to provide such services.



PART-III: EVALUATION CRITERIA OF BIDS

19. The Bidder is required to submit detailed Techno-Commercial Bid containing all Terms & Conditions as enumerated at Part II, Part III, Part IV, Part V, Part VI and Part VII 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 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 Part-VIII.** Failure to do so may result in rejection of Bid submitted by the Bidder.

20. 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 Appendix, will be declared as L-1 bidder by Buyer.

21. 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.

22. 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.

23. 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 on the basis of price quoted in the price bid format of the RFP/Bid document.



PART-IV: SPECIAL TERMS & CONDITIONS OF RFP

- 24.** 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.
- 25. BANK GUARANTEE / INDEMNITY BOND:** Bank Guarantee for Performance cum Warranty: A BG from an Indian nationalized bank OR Axis/HDFC/ICICI/Kotak Bank for 5 % of the P.O value valid up to the entire contract period plus claim period of 03 (Three) months is to be submitted along with the invoice for claiming advance OR within 15 days of receipt of the Supply Order. Company's Indemnity Bond shall be submitted by the Public Sector Units in lieu of BG.
- 26. 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.
- 27. 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 one week from the completion of the activity/ supply.
- 28. INVOICE PREPARATION:** All original documents for payments including invoices are to be raised on and submitted to the Buyer's location at BAPL, New Delhi. GSTIN No. for the unit is 07AABCR8269EZ6 and the same shall be mentioned in all invoices as applicable.
- 29. PAYMENT TERMS:** Payment will be made on Quarter ending basis on completion of Quarterly services duly certified by Admin Dept. and on submission of bill in original.
- (a) **ADVANCE PAYMENT:** Not Applicable.
- 30. 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 /Services shall correspond to the technical conditions and standards enumerated in the RFP.
- 31. PROGRESS REVIEW COMMITTEE (PRC):** The status/ progress of services 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 Commercial Dept. with due approval of Competent Authority of the Buyer.
- 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 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.



PART-V: STANDARD TERMS & CONDITIONS OF RFP

34. 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.

35. EFFECTIVE DATE OF THE CONTRACT: The date of this Supply Order will be the Effective Date of the Contract. The performance of the Supply Order shall commence from the Effective Date.

36. 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.

37. 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.

38. 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 Delhi, India.

39. 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 offence 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, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/ employee of the Buyer or to any other person in a position to influence any officer/ employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

40. 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.

41. 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.

OR

The Seller confirms and declares in the Techno-Commercial bid that they have engaged an Agent, individual or firm, for promotion of their product. In such case, following details are to be submitted in the Techno-Commercial bid:

- (a) Name of the Agent
- (b) Agency Agreement between the seller and the Agent giving details of their contractual obligation
- (c) PAN Number, name and address of bankers in India and abroad in respect of Indian Agent
- (d) The nature of services to be rendered by the Agent and
- (e) Percentage of Commission payable to the Agent

42. 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.

43. 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.

44. 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). In cases where partial delivery does not help in achieving the objective of the contract, LD shall also be levied on the total cost (excluding taxes and duties on final product) of the ordered quantity delivered by the vendor. This will also include the store(s) supplied within the delivery period that could not be put to use due to late delivery subject to a maximum of 5% of the total order value (inclusive of taxes and duty) of the Contract.



45. 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 __ 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 Para 47 (Use of Undue Influence) and/or Para 49 (Employment of Agent) above to obtain the Contract.
- (e) As per decision of the Arbitration Tribunal.

46. 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.

47. 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.

48. 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.

49. CURRENT MANUFACTURE: The chemical used for services will be of latest manufacture and will confirm to current production standards including the specified material and its equivalent.

50. SECRECY: Any Information of classified nature obtained, acquired during service period is not to be passed on to any Third party by you. This clause shall survive on termination or completion of this order.

51. 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 remark's 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.**

52. 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.

53. 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.

54. DOCUMENTS TO BE FURNISHED FOR CLAIMING PAYMENT:

- (a) 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) Quarterly Service Report on control measure undertaken/ to be undertaken by the vendor.
 - (iii) Work Completion Certificate duly certified by Admin Dept.
 - (iv) Performance cum Warranty Bond/ Indemnity Bond, if applicable.
 - (v) 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).
 - (vi) Copy of the Contract and amendments thereon, if any.
 - (vii) Any other document/ certificate that may be provided for in the Contract.
 - (viii) **GST will be reimbursed only when the GST claimed in the invoice is matched and credited to BAPL Account in relevant portal of GOI.**

55. LIABILITY CLAUSE:

- (a) Any damage caused to the property or suffered by the personnel of Buyer during the execution of Contract shall remain the liability of the Buyer. Such liability shall be fixed on Seller in case of grossly negligent act or omission on the part of Seller.
- (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 Buyer shall not be liable for any compensation in any manner to the Seller for whatsoever reason.
- (f) The Seller shall be liable to the Buyer for any compensation in any manner for whatsoever reasons for a sum not exceeding value of the Contract.



56. FALL CLAUSE: The prices charged for the stores supplied under the agreement by the Seller shall in no event exceed the lowest price at which the Seller sells the items of identical description to any other person/organization during the period till performance of all supply orders placed during the currency of the agreement is completed. If, at any time, during the said period, the Seller reduces the sale price of such stores or sells stores to any other person/organization at a price lower than the price chargeable under the agreement, he shall forthwith notify such reduction or sale to the authority which has concluded the RC/PA; and the price payable under the agreement for the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

57. 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.

58. 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.

59. 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.

60. ORDER ACKNOWLEDGEMENT: The Seller shall acknowledge the receipt of the Supply Order, as and when placed by the Buyer, within 7 days of receipt. In case the acknowledgement is not received within 7 days, the Supply Order will be deemed to have been accepted by the Seller.



PART-VI: FORMAT FOR PRICE BID

S. No.	Treatment	Name of Chemical used	Frequency	Cost per Month (In Rs.)	Total Cost/ Year (In Rs.)
1	Treatment for Cockroaches		Monthly		
i)	Cost of Chemical				
ii)	Cost of Service				
2.	Treatment for Rodents.		Monthly / Continuous monitoring and action as per requirements.		
i)	Cost of Chemical				
ii)	Cost of Service				
3.	Treatment for Mosquitos		Monthly		
i)	Cost of Chemical				
ii)	Cost of Service				
4.	Termite Treatment in Exhibition area and Wooden areas of Offices Building, Guest House and DSC complex.		Yearly		
i)	Cost of Chemical				
ii)	Cost of Service				
5.	Treatment for spiders, Lizards, Silverfishes and Other insects.		Quarterly		
i)	Cost of Chemical				
ii)	Cost of Service				
6.	Treatment for Snakes in entire Office and Outer Area		Quarterly		
i)	Cost of Chemical				
ii)	Cost of Service				
7.	Treatment for Honey Bees and removal of Bee hives from the any location of office complex including external walls as and when required.		Quarterly		
i)	Cost of Chemical				
ii)	Cost of Service				
	Total cost for 3 years				

a) Note: All chemical should comply with CIB and RC (India norms) and same be defined in quotations.

b) Make /brand of Chemical being used to be mentioned in the Technical Report submitted by the vendor.



PART-VII: COMPLIANCE STATEMENT

The Bidder is required to submit detailed Compliance Statement containing all Terms & Conditions as enumerated at Part II, Part III, Part IV, Part V, Part VI and Part VII 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
	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
	Part-II	SCOPE OF WORK	
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details
	PART-III	EVALUATION CRITERIA OF BIDS	
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details
	Part-IV	SPECIAL TERMS & CONDITIONS	
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details
	Part-V	STANDARD TERMS & CONDITIONS	
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details
	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.**

