BrahMos

BrahMos Aerospace Private Limited

An India-Russia Joint Venture

Web : www.brahmos.com E-mail : mail@brahmos.com

RFP No.: BM/RFP/WLT/26-27

RFP Date: 16 Nov 2026

REQUEST FOR PROPOSAL
FOR SUBMISSION OF TECHNO-COMMERCIAL & PRICE BID FOR DEVELOPMENT, MANUFACTURE AND SUPPLY OF WEAPON LOADING TROLLEY FOR 'BRAHMOS-A'

Dear Sir/ Madam,

1. BrahMos Aerospace Private Limited, hereinafter referred to as **Buyer**, intends to procure **Weapon Loading Trolley for 'BRAHMOS – A'** (AV Article) and seek participation of the procurement process from **prospective Bidders / firms registered in India** 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

(Authorized Signatory)

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

Regd. Office : 16, Cariappa Marg, Kirby Place, Delhi Cantt., New Delhi - 1100 10 INDIA
CIN-U74899DL1995PTC074334
Phone : 91-11-42285000
Fax : 91-11-25684827

Hyderabad Office : Brahmos Complex, (Near DRDL Complex Rear Gate), Kanchanbagh, P.O. Hyderabad-500058, INDIA
Phone : 91-040-24087018, 24087044
Fax : 91-040-24440004, 24087195

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:	Mr. Abhishek Panigrahi, Addl. GM(Commercial)
Postal address for sending the Bids	BrahMos Aerospace Pvt Ltd. 16 Cariappa Marg, Kirby Place, Delhi Cantt – 110010 New Delhi, India
Contact Nos. & E-mail	011-42285103/147 contracts@brahmos.com

(b) LAST DATE AND TIME FOR DEPOSITING THE BIDS: The **sealed Bids** under ***Two Bid system (Separate Techno-Commercial Bid & Price Bid)*** should reach at the above given address through post/in person latest by ***21 DEC 2026 (1700Hrs.)*** 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 envelops 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 ***Design Dept. BAPL, Delhi. [Mr. Sushant Gupta, SSM, Contact No. 011-42285236)*** within 07 working days from the date of receipt of technical documents.

(ii) Prior to preparation of the Techno-Commercial Bid and Price Bid, clarifications regarding the **commercial terms** be obtained from ***Commercial Dept. BAPL, Delhi [Mr. Salam Jiten Singh, Asst. Manager (Commercial), Contact No. 011-42285147)*** within 07 working days from the date of receipt of technical documents.

(iii) Un-willingness of the Bidder to participate in Bid may be communicated to ***(Mr. Salam Jiten Singh, Asst. Manager (Commercial), Contact No. 011-42285147)*** within 03 working days of receipt 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. This section will include the following:

Sr.	Particulars	Document Reference No.
a	Technical Specifications for manufacturing Integration & Commissioning of WLT for BrahMos-A.	BMR/WDC/WLT-TS-2326-R0 DT 11 AUG 2026
b	QAP for manufacturing Integration & Commissioning of WLT for BrahMos-A.	BMR/WDC/WLT-TS-2426-R0 DT 11 AUG 2026
c	Guidance Drawings of WLT.	As per details provided by BAPL.

Note : ***The interested parties shall express their willingness to participate and obtain the technical details/ documents cited above within 10 days of receipt of this RFP. The firms shall be provided with date on which they can collect the technical documents from T&D Dept. BAPL, Hyderabad as per Para 7 below. The window of these date needs to be maintained by the Bidders.***

7. The Bidders to obtain the Technical Documents as per the details given below:

(a) The technical documents shall be obtained by the Bidders from the Buyer's T&D Dept., BAPL, Hyderabad on submission of following documents:

(i) **Supplier Registration Form**, duly filled as per format available in Brahmos website '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.

(iii) **Earnest Money Deposit (EMD)** as per para 13 of this RFP. The following organizations/ Suppliers are exempted from submission of EMD

(i) Bidders registered with DRDO, Ministry of Defence, NSIC.

(ii) DPSUs, Other Govt. Organizations.

(iii) KVIC, Kendriya Bhandar/ NCCF.

(iv) Micro and Small Enterprises (MSEs) as per their registration

(v) Startups as recognized by Dept. of Industrial Policy and Promotion (DIPP).

(b) **RETURN OF DOCUMENTS:** Documents, Specifications, CD in encrypted format issued to Bidder 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 that effect that required documents have been received by Buyer would be furnished by Buyer. Any loss or damage to these documents shall be recovered from the Seller.

PART-III: EVALUATION CRITERIA OF BIDS

8. 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.

9. 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.

10. 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.

11. 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.

(d) Firms whose price bid is found to be unreasonably low in comparison with our internal cost estimation will not be considered from further bidding process and will be summarily rejected by BAPL. Decision of BAPL will be final and no further representation of Bidder in this regard, will be entertained by BAPL.

12. 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.

(b) If the competition is only among Indian bidders, the financial comparison should be considered on the basis of FOR destination prices excluding statutory levies, taxes and duties payable on final product.

(c) If the competition is among Indian and foreign bidders, the CIP/CIF cost quoted by the foreign bidders at destination port will be basis of comparison with the basic cost (FOR destination basis) offered by Indian bidders excluding statutory levies, taxes and duties payable on final product.

(d) If competition is only among foreign bidders, the basis for comparison should be the CIF/CIP price (designated port). If CIF/CIP price is not available, additional 10% of FCA/FOB cost over and above quoted FCA/FOB cost to be loaded for comparison purpose only.

(e) In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.

PART-IV: SPECIAL TERMS & CONDITIONS OF RFP

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

13. EARNEST MONEY DEPOSIT (EMD):

(a) The Bidder is required to deposit **Rs. 41 Lakhs (Rupees Forty-One Lakhs Only)** in the form of Bank Guarantee issued by an Indian nationalized bank or Axis/HDFC/ICICI/ Kotak Bank valid for 6 months, with a claim period of 3 months after expiry of the Bank Guarantee as per format of BAPL. Format will be provided by BAPL OR in form of Demand Draft issued by any of these banks in favour of:

BrahMos Aerospace Pvt Ltd
16, Cariappa Marg
Kirby Place, Delhi Cantt.
New Delhi – 110010

(b) EMD of the successful Bidders shall be released on receipt of the Performance Bank Guarantee. No interest will be paid on EMD.

(c) EMD of the unsuccessful Bidders shall be released after issuance of the Supply Order against the RFP on the successful Bidder. No interest will be paid on EMD.

(d) **Forfeiture of EMD:** The EMD will be forfeited if:

(i) Bidder withdraws its Bid before opening of the Bids

(ii) Bidder withdraws its Bid after opening of the Bids but before release of the Supply Order.

(iii) Selected Bidder withdraws its Bid / Proposal before furnishing Performance Bank Guarantee.

(iv) Bidder violates any of the provisions of the RFP / negotiated terms up to submission of Performance Bank Guarantee.

(v) Selected Bidder fails to accept the order within five working days from the date of receipt of the Supply Order. However, the Buyer reserves the right to consider at its sole discretion the late acceptance of the order by selected Bidder.

(vi) Bidder fails to submit the Performance Bank Guarantee within the stipulated period from the date of placement of Supply Order.

14. APPORTIONMENT OF QUANTITY: Not applicable.

15. BANK GUARANTEE:

(a) **Bank Guarantee (BG) for Advance:** A BG from an Indian nationalized bank OR Axis/HDFC/ICICI/Kotak Bank for 110% value of advance amount is to be submitted with the invoice for claiming advance. The BG should be valid till the advance is fully adjusted, plus 03 (Three) months of claim period.

(b) **Bank Guarantee for Performance cum Warranty:** A BG from an Indian nationalized bank OR Axis/HDFC/ICICI/Kotak Bank for **5% of the total value of order (including applicable taxes & duties)** valid up to the entire delivery period plus warranty 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.

16. **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.

17. **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.

18. **TOLERANCE CLAUSE:** To take care of any change in the requirement during the period starting from issue of RFP till placement of the Contract, Buyer reserves the right to increase or decrease up to 50% of the tendered quantity of the required goods without any change in the terms and conditions and rates quoted by the Seller. While awarding the Contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

19. **INTELLECTUAL PROPERTY RIGHT (IPR):** ***"The right of intellectual property developed under the contract will be sole property of the buyer and R&DE(Engrs), Pune. The seller will have to hand over the manufacturing drawings, specification as built, relevant data and documents for the production of the item to the buyer".***

20. **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.

21. **TRANSFER OF TECHNOLOGY (TOT):** Not applicable.

22. **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 15 days from the completion of the activity/ supply.

23. **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: 15%** of the order value will be paid as advance on submission of Invoice and Advance BG.

    (b) **BALANCE PAYMENT: Balance 85%** plus applicable Taxes (GST) after delivery and acceptance by BAPL on prorate basis.

24. **RECOVERY OF ADVANCE CLAUSE:** In case of short closure / delayed delivery of the order or any item of the order due to reasons attributable to the Seller, except the reasons other than Force Majeure, the Buyer shall have the right to recover the proportionate amount of advance paid with interest @ 12% per annum, applicable from the date of payment of such advance to the Seller.

25. **INVOICE PREPARATION:** All original documents for payments including invoices are to be raised on and submitted to the Buyer's location at BAPL, Hyd. GSTIN No. for the unit is **36AABCR8269E1Z6** and the same shall be mentioned in all invoices as applicable.

26. EXCHANGE RATE VARIATION CLAUSE: Not Applicable.

27. INDIGENOUS CONTENT:

(a) The Bidder is required to submit the Indigenous Content of the total basic quoted cost as per the following table only in the Price Bid.

Total Quoted Cost	IC (Value)	% of IC

(b) The successful Bidder (i.e. Seller in the Contract) shall submit a Cost Auditors Certificate for indigenous content in the format as per DAP 2020 after completion of deliveries of each lot of the items. The right to audit shall vest in BAPL. For the purpose of calculating IC, the following elements of manufacturing/production/ assembly would be excluded:

(i) Direct costs including Custom duties, Freight/transportation and insurance) of all materials, components, sub-assemblies, assemblies and products imported into India.

(ii) Direct and Indirect costs of all services obtained from non-Indian entities/ citizens.

(iii) All license fees, royalties, technical fees and other fees/payments of this nature paid out of India, by whatever term/phrase referred to in contracts/ agreements made by the Bidder/ its Sellers.

28. 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.

29. BUY-BACK: Not Applicable

30. FREE ISSUE MATERIAL: Not applicable.

31. TERMS OF DELIVERY: FOR (Designated Locations). Please refer BMR/WDC/WLT-TS-2326-R0 DT 11 AUG 2026.

32. DELIVERY SCHEDULE: As per schedule given in BMR/WDC/WLT-TS-2326-R0 DT 11 AUG 2026.

33. 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.

34. 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.

35. QUALITY & INSPECTION CLAUSE:

(a) YEAR OF PRODUCTION: The items should be of the latest manufacture and conform to the current production standards. The equipment shall have a minimum residual service life of **15 (Fifteen) years** at the time of acceptance.

(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 following QAP document.

QAP/ TS DOCUMENT NO. BMR/WDC/WLT-TS-2426-R0 DT 11 AUG 2026.

(d) QA DOCUMENTATION:

(i) The Seller shall submit all the QA records mentioned in the QAP/TS Documents, Standard of Preparation (SoP) and Technical Drawings in hard copy along with the delivery of stores.

(ii) Inspection at production/acceptance stage will be carried out as per following

QAP/ TS DOCUMENT NO. BMR/WDC/WLT-TS-2426-R0 DT 11 AUG 2026.

Note: Any changes in technical specifications for design improvement as recommended by BAPL if any will be incorporated by the vendor after approval of BAPL. For further details, please refer Scope of Work enclosed.

36. INSPECTION & ACCEPTANCE: As per Scope given in BMR/WDC/WLT-TS-2326-R0 DT 11 AUG 2026.

37. 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 **(except Prototype)** would continue to conform to the description and quality for a period of **30 months** from the date of acceptance/ installation of the said goods stores/ articles. If during the aforesaid period of 30 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 period of 45 days 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. **Note:** Warranty Period of 30 Months mentioned under this clause supersedes 24 Months Warranty period mentioned in technical document BMR/WDC/WLT-TS/2326-R0 dt 11 Aug 2026.

38. **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 02 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.

39. **ANNUAL MAINTENANCE CONTRACT (AMC):** The Seller may need to undertake the AMC of the supplies at a later timeframe, which will be mutually decided between the successful Bidder and the BUYER.

40. **TECHNICAL DOCUMENTATION: As per Scope of Work enclosed.**

41. **TRAINING OF MANPOWER:** Scope and Schedule of training will be mutually agreed.

42. **SUPPORT DURING JOINT RECEIPT INSPECTION (JRI):** As per Scope of Work enclosed.

43. **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.

44. **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.

45. **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.

46. **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

(The terms & conditions will be amended or additional terms & conditions, if required, will be included in the RFP as decided by the competent authority)

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.

47. EFFECTIVE DATE OF THE CONTRACT: The date of issue of Purchase/ Supply Order will be the Effective Date of the Contract. The performance of the Supply Order shall commence from the Effective Date.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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

54. 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.

55. 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.

56. 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.



57. 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.

58. 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.

59. 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.

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

(a) Necessary Competence of personnel, who involving in the execution of work

(b) Their Contribution to product / service conformity & importance towards ethical behaviour.

(c) Competence to detect or prevent the counterfeit parts, monitoring and reporting of the same during execution of contract.

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

62. 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.

BrahMos Aerospace Pvt. Ltd. New Delhi

(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.

63. SECRECY: 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.

64. 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.

65. 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.

66. 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.

67. 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.

68. 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 cum Warranty Bond.

(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 Purchase Order and amendments thereof, if any.

(vi) Any other document/ certificate (I Note/ Acceptance Certificate (JRI/ CoC)) etc.

(b) FOREIGN SELLERS: Not applicable

69. 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.

70. 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 45 Days** under Seller's arrangement without any financial implication on the Buyer.

71. 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.

72. 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.

73. INCOTERMS FOR DELIVERY AND TRANSPORTATION (FOR FOREIGN BIDDERS ONLY): Unless otherwise specifically agreed to by the Buyer and the Seller and incorporated in the Contract, the applicable rules and regulations for transportation of goods from foreign countries will be as per the contemporary version of International Commercial Terms (INCOTERM 2010) evolved by International Chamber of Commerce, Paris.

74. 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.

75. 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.

76. 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/ moulds fabricated under the contract which are charged separately will be returned to Buyer unless specified otherwise in the contract.

77. 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 by the Bidder in as issued condition without any duplication and / or photocopying along with the Techno-Commercial Bids. Any loss or damage to these documents shall be recovered from the Bidders and in addition, the Buyer shall have the right of take up legal proceeding against the Bidder under appropriate laws prevailing in India.

78. 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.

79. 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.

80. 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.

81. 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.

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

83. 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, Hyderabad.

84. RFP ACKNOWLEDGEMENT: The Seller shall acknowledge the receipt of the RFP, as and when placed by the Buyer, within 2 days of receipt. In case the acknowledgement is not received within 5 days, the RFP will be deemed to have been accepted by the Seller.



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.**



PART-VI: FORMAT FOR PRICE BID

(The terms & conditions will be amended or additional terms & conditions, if required, will be included in the RFP as decided by the competent authority)

Sl. No.	Description	Qty.	Unit Cost	Total Cost	Rate of GST	Total Cost (incl. GST)	HSN	Remarks
1	**Weapon Loading Trolley for BRAHMOS - A (QT Hardware)** Full break-up details may be given. 1. Material Cost 2. Conversion Cost 3. QT Cost 4. Installation/Commissioning/Integration Cost (As applicable) 5. ---------	1No.						
2	**Weapon Loading Trolley for BRAHMOS - A (AT/Final Hardware)** Full break-up details may be given. 1. Material Cost 2. Conversion Cost 3. AT Cost 4. Installation/Commissioning/Integration Cost (As applicable) 5. ----------	12No.						
3	**Documents (as per Scope of work and detailed Scope of Work)**	1+12 Sets						
4	**Tools & Accessories as per Tech Spec**	1+12 Sets						
5	**Spares as per Scope of Supply**	To be mutually decided						
6	**Demonstration of the functionality and Training to End User Personnel**	3 Batches						
7	**Any other** cost							
8	**Freight and Transit Insurance** Cost (where applicable).							
9	**Total Cost** (Total of Serial 1 to 9)	# This will be used in determining L-1 Bidder						
10	**CMC for 03 years (Post completion of Warranty period of 30 Months. [Mandatory to quote. Order placement is optional as per BAPL requirements.]**							
12	**Foreign Exchange component** of the proposal (for Indian Bidders only)							

Note: Vendor may strike out cost heads which are not applicable. For qty mismatch if any, please refer Scope of supply.