



# BrahMos Aerospace

An India-Russia Joint Venture

## REQUEST FOR PROPOSAL (RFP)

RFP No.: BMH/Infra/RFP-25/09/01

RFP Date: 24-09-2025

To,  
Bidder Name  
Bidder Address

### REQUEST FOR SUBMISSION OF TECHNO-COMMERCIAL & PRICE BID FOR EXTENSION OF THE PERIMETER WALL HEIGHT & INSTALLATION OF VIEW CUTTER FOR ENTRY/EXIT GATES AT BRAHMOS, HYDERABAD

Dear Sir/ Madam,

1. BrahMos Aerospace Private Limited, hereinafter referred to as **Buyer**, intends to take up "Extension of the Perimeter Wall Height & Installation of View Cutter for Entry/Exit Gates" and seek participation in the procurement process by prospective Bidders subject to meeting requirements as listed in the 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**

*Handwritten signature*  
24/9/25  
Addl. Director (TS)

#### **Regd. Office:**

16, Cariappa Marg, Kirby Place  
Delhi Cantt, New Delhi – 110 010, INDIA  
Phone : 91-11-25684828  
Fax : 91-11-25684827

#### **Hyderabad Office:**

BrahMos Complex Adj. DRDL Rear Gate,  
Kanchanbagh, Hyderabad – 500 058  
Phone : 04024087238  
Fax : 04024087139

## **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:	<b>Executive Director (Production)</b> K/Attn...: Dy General Manager (Infra, T&D)
Postal address for sending the Bids:	BrahMos Complex, Adj. DRDL Rear gate Kanchan Bagh, Hyderabad – 500058
Contact Nos. & E-mail:	040-24087237 nishad@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 **11-10-2025, 05PM**. 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:**

Prior to preparation of the Techno-Commercial Bid, clarifications regarding the technical as well as commercial terms & conditions be obtained from Mr. Nishad JK, Dy. General Manager (Infra, T&D), Mob: 8985772084, Ph: 040-24087237 within 10 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. This detailed Scope of Work, Delivery / Erection/ Job completion schedule and delivery location are mentioned below:-

Sl.No.	Description of Work	Scope of Work as per	Delivery Period	Location where Work to be Executed
A.	EXTENSION OF THE PERIMETER WALL HEIGHT USING RRM TO INCLUDE CONCERTINA COIL, BARBED WIRE AND BROKEN GLASS FOR 300M AT BAPL CAMPUS, Hyderabad	<b>Annexure-I</b>	Within 90 days from date of award of contract.	Hyderabad
B.	FABRICATION AND INSTALLATION OF VIEW CUTTER FOR ENTRY/EXIT GATES TO DENY OBSERVATION AT BAPL CAMPUS, Hyderabad	<b>Annexure-II</b>	Within 60 days from date of award of contract.	Hyderabad



### **PART-III: EVALUATION CRITERIA OF BIDS**

7. The Bidders are 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., Bidder 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-VII. Failure to do so may result in rejection of Bid submitted by the Bidder.
8. **Requisites for Bidder to Participate in Tender:**
- a. The firm has to be enlisted in defense establishments like DRDO/BDL/MIDHANI etc. for execution of Civil Works.
  - b. The firm has minimum 10 to 15 Years of experience in construction of buildings/structural fabrication in the field of infrastructure.
  - c. The firm should have work experience in Secret/ Strategic projects
  - d. The firm should have executed civil works continuously for past 5 years. Performance certificate in terms of quality of work, timely completion & user satisfaction for last 2 yrs from executing agency.
  - e. MSME, Start-ups and MII Certificate issued by concerned authority.
  - f. Police verification of owner/partners.
  - g. The firm has average turnover of more than 01 Crore annual turnover in past 3 years (GST/IT return proof).
- Note:** Check list with copy of documents as per **Annexure-III** to be provided along with **Techno-Commercial Bid**.
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.

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

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**

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. BANK GUARANTEE / INDEMNITY BOND:**

Bank Guarantee for Warranty: A BG from an Indian nationalized bank OR Axis/HDFC/ICICI/Kotak Bank for 05 % of the P.O value valid up to the entire warranty period plus claim period of 03 (Three) months is to be submitted along with the invoice post-delivery of the items. Company's Indemnity Bond shall be submitted by the Public Sector Units in lieu of BG.

**14. PERMISSIBLE TIME FRAME FOR SUBMISSION OF INVOICE:** To claim payment (part or full), the Bidder shall submit the bill(s) along with the relevant documents within 30 days from the completion of the activity/ supply.

**15. PAYMENT TERMS:** The payment terms will be decided by PNC committee during PNC with Bidder.

**16. 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 Bidder, 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 Bidder.

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

#### **18. QUALITY & INSPECTION CLAUSE:**

(a) **QUALITY:** The quality of the items shall correspond to the technical conditions and standards enumerated in the RFP.

(b) **INSPECTION & ACCEPTANCE:**



**BY INSPECTION AGENCY:** BAPL nominated agency will be the Inspection Agency after delivery of the same at BrahMos Aerospace, Hyderabad. In case of any shortcoming, defect, non-conformance with the Technical Specifications or deficiencies observed / found, if any in the items supplied, a defect report shall be raised and communicated immediately to the vendor for rectifying the deficiencies or replace the defective item within a period of one month without prejudice to the warranty period.

**19. WARRANTY:** The deliverables will have guarantee for performance for a period of 12 months from date of delivery and acceptance by BrahMos. Any defects, shortfall observed within the said period shall be repaired or replaced free of charge.

**20. 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.

**21. 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.

**22. RISK AND EXPENSE PURCHASE:** In case Bidder 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 Bidder has to bear the excess cost incurred, if any.

**PART-V: STANDARD TERMS & CONDITIONS OF RFP**

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

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



- 24. 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.
- 25. 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 Bidder, will make every effort to resolve the dispute if any, in a mutually acceptable manner.
- 26. 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.
- 27. PENALTY FOR USE OF UNDUE INFLUENCE:** The Bidder 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 Bidder or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offers by the Bidder 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 Bidder and recover from the Bidder 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 Bidder. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Bidder 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 Bidder 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.
- 28. 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.
- 29. AGENTS / AGENCY COMMISSION:** The Bidder confirms and declares to the Buyer that the Bidder 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 Bidder; 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 Bidder 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 Bidder 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 Bidder will be liable to refund that amount to the Buyer. The Bidder 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 Bidder 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.

- 30. WITHHOLDING OF PAYMENT:** In the event of the Bidder'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.
- 31. 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.
- 32. LIQUIDATED DAMAGES:** The Buyer may deduct from the Bidder, 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 bidder 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.
- 33. 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

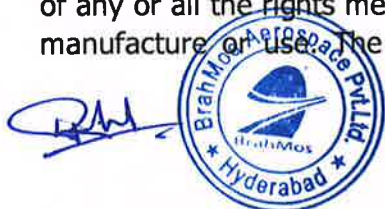
The delivery of the store/service is delayed for causes not attributable to Force Majeure for more than 01 months after the scheduled date of delivery and the delivery period has not been extended by the Buyer.

- (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 Bidder is declared bankrupt or becomes insolvent.
- (d) The Buyer has noticed that the Bidder 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.





- 34. 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.
- 35. TRANSFER AND SUB-LETTING:** The Bidder 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.
- 36. 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.
- 37. CURRENT MANUFACTURE:** The equipment supplied will be of latest manufacture and will confirm to current production standards including the specified material and its equivalent.
- 38. COUNTERFEIT PARTS:**
- (a) Bidder shall evolve necessary verification and test methodologies to detect the counterfeit Parts.
  - (b) Bidder to ensure to prevention of counterfeit parts / products including from their sub-vendors, if any.
  - (c) Bidder to ensure that only non-counterfeit parts / products shall be delivered to Buyer.
  - (d) Further to prevent inadvertent use of counterfeit parts, Bidder shall only procure directly from the OEM (Original Equipment Manufacturer) or their authorized distribution chain unless approved by Buyer in writing.
  - (e) Bidder 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) Bidder 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 Bidder as they are and will be handled as per the policies of Buyer.
- 39. 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.
- 40. 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 Bidder 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 Bidder 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.

#### **41. 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 Bidder shall be released by the Buyer only after it appears in the Buyer's GST Input Credit Register of GSTIN Online Portal.

**42. DENIAL CLAUSE:** Denial clause informs Bidder that the Buyer reserves the right to admit additional payment due to upward revision of statutory levies beyond the original delivery schedule in case Bidder 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.

**43. 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.

#### **44. DOCUMENTS TO BE FURNISHED FOR CLAIMING PAYMENT:**

The payment of bills will be made on submission of the following documents by the Bidder to the Buyer:

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

#### **45. 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.

**46. CLAIMS:**

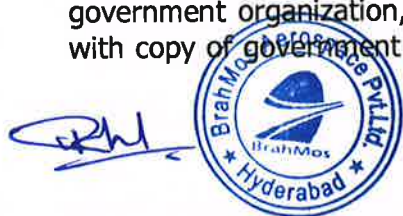
- (a) The quantity claims for deficiency of quantity and/ or the quality claims for defects or deficiencies in quality noticed during the inspection shall be presented within 45 days of completion of inspection.
- (b) The Bidder shall collect the defective or rejected goods from the location nominated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

**47. 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 Bidder in case of grossly negligent act or omission on the part of Bidder.
- (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 Bidder shall be liable to the Buyer, nor shall the Buyer be liable to the Bidder 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 Bidder for whatsoever reason.
- (f) The Bidder shall be liable to the Buyer for any compensation in any manner for whatsoever reasons for a sum not exceeding value of the Contract.

- 48. 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.

- 49. 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.

- 50. 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.





**PART-VI: FORMAT FOR PRICE BID**

<b>Sl. No.</b>	<b>Description</b>	<b>Cost</b>	<b>Rate of GST</b>	<b>Total Cost (incl. GST)</b>	<b>Remarks</b>
<b>A</b>	EXTENSION OF THE PERIMETER WALL HEIGHT USING RRM TO INCLUDE CONCERTINA COIL, BARBED WIRE AND BROKEN GLASS FOR 300M AT BAPL CAMPUS, HYDERABAD. (as per <b>Annexure-I</b> )				
<b>B</b>	FABRICATION AND INSTALLATION OF VIEW CUTTER FOR ENTRY/EXIT GATES TO DENY OBSERVATION AT BAPL, HYDERABAD. (as per <b>Annexure-II</b> )				
<b>C</b>	<b>Total Cost #</b> (Total of Serial A to B)				

Item wise unit prices and total price to be filled in the quotation as per **Annexures I & II**.

# This will be used in determining L-1 Bidder



## **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*

<b>COMPLIANCE STATEMENT</b>			
<b>Sl. No.</b>	<b>Clause</b>	<b>RFP Requirement</b>	<b>Comments by Bidder</b>
	<b>Part-I</b>	<b>GENERAL INFORMATION AND INSTRUCTIONS</b>	
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details
	<b>Part-II</b>	<b>SCOPE OF WORK</b>	
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details
	<b>PART-III</b>	<b>EVALUATION CRITERIA OF BIDS</b>	
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details
	<b>Part-IV</b>	<b>SPECIAL TERMS &amp; CONDITIONS</b>	
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details
	<b>Part-V</b>	<b>STANDARD TERMS &amp; CONDITIONS</b>	
	Sl. No. of Clause as per RFP	Terms & Conditions as per RFP	Complied (Yes / No) If No, give details
	<b>PART-VI</b>	<b>PRICE BID FORMAT</b>	
	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.**



**A. EXTENSION OF EXISTING PERIMETER WALL HEIGHT USING RRM FOR 300M**

SI. No.	Brief Description of work	Unit	Qty.	Rate (₹)	Amount (₹)
1	Dismantling of Steel work in built up sec in angles, tees, flats and channels including all gusset plates, bolts, nuts, cutting rivets, welding etc. include dismembering and stacking within 50m lead.	Kg	750 .00		
2	Demolishing cement concrete of Nominal concrete 1:3:6 of richer mix (i/c equivalent manually/by mechanical means including disposal of material within 50 metres lead as per direction of Engineer -in-charge.	Cum	75.00		
3	Demolishing of stone rubble masonry manually/ by mechanical means including stacking of serviceable materials and disposal of unserviceable materials within 50m lead.	cum	50.00		
4	Dismantling barbed wire or flexible wire rope in fencing including making rolls and stacking within 50 metres lead.	Kg	200.00		
5	Raking out joints in lime or cement mortar and preparing the surface for re-pointing or replastering, including disposal of rubbish to the dumping ground, all complete as per direction of Engineer-in-charge.	Sqm	1200.00		
6	Material & Labour for PCC 1:3:6 (1 Cement: , 3 coarse sand (Zone-III) derived from natural sources:6 graded stone aggregate 40 mm nominal size derived from natural sources).	Cum	25.00		
7	Centering & Shuttering including strutting, propping etc. and removal of form for lintels, beams, plinth beams, girders, bressumers and cantilevers with waterproof ply 12mm thick.	Sqm	460.00		
8	Providing and laying in position ready mixed or site batched design mix cement Concrete of M25 grade with minimum cement content 350 kg/cum for reinforced cement concrete work as in foundation using coarse aggregate and fine aggregate derived from natural sources, Portland Pozzolana/Ordinary Portland/Portland Slag cement. admixtures in recommended proportions as per IS,9103 to accelerate/retard setting of concrete, to improve durability and workability without impairing strength, including pumping of concrete to site of laying. curing carriage for all leads, but excluding the cost of centering, shuttering, finishing and reinforcement as per direction of the engineer-in charge, for the following grades of concrete.	Cum	80.00		




9	Steel reinforcement Thermo-Mechanically treated bars of grade Fe- 5000 or more for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level.	Kg	1600.00		
10	Steel reinforcement for R.C.C work ready to use" cut and bend" as in stirrups rebars of approved make from factory/workshop to construction site including placing in position and binding all complete above plinth level 5.22C.1 Thermo-Mechanically Treated bars of grade Fe-5000 or more.	Kg	1500.00		
11	Material & Labour for square random rubble coursed rubble masonry with hard stone (first or second sort) in superstructure above plinth level and upto floor five level. Masonry work (first sort) in cement mortar 1:6 (1 cement :6 coarse sand).	Cum	225.00		
12	Extra for random rubble masonry with hard stone cut on plan for a mean radius not exceeding 6m.	Cum	10.00		
13	S&F at site Angle iron post & strut of required size including bottom to be split and bent at right angle in opposite direction for 10 cm length and drilling holes upto 10 mm dia etc. complete	Kg	2200.00		
14	Material & Labour for painting with synthetic enamel paint of approved brand and manufacture to give an even shade two course on new work with ready mix red oxide Zn-Ch primer of approved brand	sqm	110.00		
15	Material & Labour for extra over hammered dress facing with max depression on face from straight edge held against the dust surface exceeding 20mm complete	Sqm	2200.00		
16	Providing and fixing concertina coil fencing with punched tape concertina coil 600 mm dia 10 metre openable length(total length 90 m) having 50 nos rounds per 6 metre length upto 3 m height of wall with existing angle iron 'Y' shaped placed 2.4 m or 3.00 m apart and with 9 horizontal R.B.T reinforced barbed wire,stud tied with G.I staples and G.I clips to retain horizontal ,including necessary bolts or G.I barbed wire tied to angle iron,all complete as per direction of Engineer - in -charge with reinforced barbed tape(R.B.T)/Spring core(2.5 mm thick) wire of highest tensile strength or 165 kg/sqmm with tape (0.52 mm thick) and weight 43.478 gm/metre(cost of M.S angle, C.C.blocks shall be paid separately) metre.	Kg	900.00		
17	Pointing on stone work with cement mortar 1:3 (1 cement : 3 fine sand) raised and cut pointing.	Sqm	2200.00		
18	Material & Labour for broken glass coping on wall including screed plaster in CM 1:3 all as directed	Sqm	150.00		
<b>Total (Rs.)</b>					



**Signature & Seal**

**Authorised Signatory**



**B. PROVISION OF VIEW CUTTERS FOR ALL MAIN ENTRY/EXIT GATES**

SI. No.	Brief Description of work	Unit	Qty.	Rate (₹)	Amount (₹)
1	Material & Labour for Fabricating 2mm MS sheet to existing gate for View cutting. Cutting and removing the globe design in the vertical lines and fabricating with same size square rod as per site requirement and finishing. Gate Sizes: 21'x12' - 2nos 10'x10' - 3nos	Job	01		
2	Material and Labor for 2 coats of red oxide followed by 2 coats of Enamel paint for complete Gate structures (05 Nos). Make: Asian Paints	Job	01		
<b>Total (Rs.)</b>					

Signature &amp; Seal

Authorised Signatory



**Check List - Requisites for Bidder to Participate in Tender**

<b>Sl No.</b>	<b>Description</b>	<b>Fill</b>	<b>Details of Proof Attached</b>
1.	Enlisted in Defence Establishment for Execution of Civil works	Yes / No	
2.	Years of Experience in construction of buildings / structural fabrication etc.	____Years	
3.	Work Experience in Secret/ Strategic Projects	Yes / No	
4.	Project completion certificate	Last 2 years	
5.	MSME, Start-ups and MII Certificate	Yes / No	
6.	Police verification of owner/partners.	Yes / No	
7.	Average Annual turnover in past 3 years	____Crores	

**Signature & Seal****Authorised Signatory**