

**Sub: RFQ for Supply of ESD Chair Classic, Model No.: WS 1220E XL
with armrest Height Adjustment: 460mm to 640mm, Mk: Werksitz**

Dear Sirs,

1. We, BrahMos Aerospace Private Limited, hereinafter referred to as “Buyer”, intends to procure **“ESD Chair Classic, Model No.: WS 1220E XL with armrest Height Adjustment: 460mm to 640mm, Mk: Werksitz”** & seek participation in procurement process from prospective Bidders subjected to requirements of succeeding paras.
2. This RFQ is divided into 6 Parts as follows:

PART I	:	General Information & Instructions to Bidder
PART II	:	Scope of Work
PART III	:	Evaluation Criteria of Bids
PART IV	:	Special Terms & Conditions of RFQ
PART V	:	Standard Terms & Conditions of RFQ
PART VI	:	Format of Price Bids
PART-VII	:	Compliance Statement
3. This RFQ is neither an agreement and nor an offer by Buyer to the prospective Bidders or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in submitting their proposals pursuant to this RFQ. This RFQ includes statements, which reflect various assumptions and assessments arrived at by Buyer in relation to the Project. This RFQ 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 RFQ. Wherever necessary, Buyer reserves the right to amend or supplement the information, assessment or assumptions contained in this RFQ. Buyer reserves the right to withdraw the RFQ or foreclose the procurement case at any stage. The issuance of this RFQ 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 RFQ may please be acknowledged.



FOR BrahMos Aerospace Private Limited

(S. Srinivasa Rao)
General Manager (CMM)


26/09

No: BM(H)/CMM/RFQ/25-26/2070, Dated: 25th Sept 2025

PART – I: GENERAL INFORMATION AND INSTRUCTIONS FOR THE BIDDERS

5. The salient aspects and timelines of the acquisition are mentioned below. In case of any variation in the details furnished below or in any Annexures(s) with that mentioned in the RFQ, information furnished in the main body of the RFQ at referred Paragraph is to be followed.
6. The address and contact numbers for sending Bids is given below:

Bids to be addressed to:	Executive Director (Production) Attn: General Manager (MM) [For Mr. Srinivas Beeravelli, Senior Manager (MM)]
Postal address for sending the Bids	BrahMos Aerospace Private Limited., BrahMos Complex, Near DRDL Rear Gate, Kanchanbagh PO, Hyderabad – 500058
Contact Nos. & E-mail	Tel: +91-40-2408 7043 / 2408 7051 Fax: +91-40-24087045, Email: purchasehyd@brahmos.com

7. **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 **11th Oct 2025**. The responsibility to ensure this lies with the Bidder. **Early submission of the Bids is acceptable to the Buyer.**
8. **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, RFQ No., Last Submission Date’** pasted on top.
9. **PRE-BID CLARIFICATION:**
 - (i) Prior to preparation of Techno-Commercial Bid, clarifications regarding technical terms & conditions may be obtained from Mr. Amit Singh, Systems Engineer (Prod), Tel: +91-40-2408 7185.
 - (ii) Prior to preparation of the **Techno-Commercial Bid & Price Bid**, clarifications regarding the **“Commercial”** terms be obtained from Mr. Srinivas Beeravelli, Senior Manager (MM), BrahMos Aerospace, Hyderabad, +91-40-2408 7051 email: purchasehyd@brahmos.com.
10. **CLARIFICATION REGARDING CONTENTS OF THE BIDS:** During evaluation and comparison of Bids, the Buyer may, at its discretion, ask the Bidder for clarification of his Bids. The request for clarification will be given in writing and no change in prices or substance of the Bids will be sought, offered or permitted. No post-Bid clarification on the initiative of the Bidder will be entertained.
11. **BID VALIDITY:** The Bids should remain valid till **60 days** from due date for submission of Bids.
12. **CONDITIONS UNDER WHICH THIS RFQ IS ISSUED:** This RFQ is being issued with no financial commitment. The Buyer reserves the right to withdraw the RFQ 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.



Srinivas Beeravelli
26092025

PART-II: SCOPE OF WORK, TECHNICAL & SCHEDULE OF REQUIREMENTS

13. SCHEDULE OF REQUIREMENTS

Sl. #	Item Code & Description	Qty (Nos)
1	905101008100 & ESD Chair Classic, Model No.: WS 1220E XL with armrest Height Adjustment: 460mm to 640mm, Mk: Werksitz.	16

PART-III: EVALUATION CRITERIA OF BIDS

14. The Bidder is required to submit **detailed Techno-Commercial Bid containing all Terms & Conditions as enumerated in this RFQ** 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. Failure to do so may result in rejection of Bid submitted by the Bidder.
15. Only those Bids will be evaluated, which are found to be fulfilling all the eligibility and qualifying requirements of the RFQ, both technically & 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.
16. **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.
17. **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. 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 & figures, amount mentioned in words shall prevail.
18. **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 RFQ/Bid document.
- (b) The financial comparison should be considered on the basis of FOR destination prices excluding statutory levies, taxes and duties payable on final product.



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PART-IV: SPECIAL TERMS & CONDITIONS OF RFQ

19. The Bidder is required to give confirmation of their acceptance of Special Terms and Conditions of the RFQ 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.
20. **DELIVERY SCHEDULE:** Best Possible delivery date may be indicated in your technical bid.
21. **DELIVERY TERMS:** Free Door delivery at BrahMos Aerospace, Hyderabad.
22. **PAYMENT TERMS:** 100 (including GST as applicable) % shall be paid on pro-rata basis after delivery and acceptance of store by BrahMos Aerospace, Hyderabad, subjected to submission of Warranty BG valid for warranty period plus 3 months for claim period from the date of delivery & acceptance by end user for 03 (Three) % of order value.

Note: If, "Vendor" unable to provide Warranty BG as detailed above, 10 (Ten) % of order value of deliverables shall be kept on hold till completion of warranty period.

Warranty BG to be issued only by any "Nationalised Bank in India / ICICI Bank / HDFC Bank / Kotak Mahindra Bank / AXIS Bank".

23. **INSPECTION & ACCEPTANCE:** Inspection will be carried out by Buyer's team after delivery of stores at BrahMos Aerospace, Hyderabad.
- In case of any shortcoming, defect, non-conformance with the technical specifications or deficiencies in the items supplied, a defect report shall be raised on the spot and handed over to the Supplier for making good the deficiencies or replace the defective item(s) within a mutually agreed period without prejudice to the warranty period.
24. **AUDIT OF STORES:** All products and records are subjected to audit by the Buyer at any juncture during production at Seller's premises or after receipt at Hyderabad.
25. **CURRENT MANUFACTURE:** The equipment supplied will be of latest manufacture and will conform to current production standards.
26. **WARRANTY:** The Supplier 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 Supplier will guarantee that the said goods/ stores/ articles would continue to conform to the description and quality for a period of 24 (Twenty-four) months from the date of delivery and acceptance of stores at BrahMos Aerospace / End-user.

If during the aforesaid period of 24 (Twenty-four) months, the said goods/ stores are discovered not to conform to the description & quality aforesaid, not giving satisfactory performance or have deteriorated, the Buyer shall be entitled to call upon the Supplier to rectify the goods/ stores/ articles or such portion thereof as is found to be defective by the Buyer within a reasonable period without any financial implication to the Buyer. In cases of procurement of software, Supplier shall issue/provide upgrades of the software free of cost during the warranty period.

27. **TOLERANCE CLAUSE:** Not Applicable
28. **TESTING:** Not Applicable.
29. **TECHNICAL DOCUMENTATION:** Not Applicable.



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30. **NCAMC / CAMC (Comprehensive AMC) Post Warranty.** Not Applicable
31. **Free Issue Material (FIM)s:** Not Applicable.
32. **TRAINING OF MANPOWER:** Not applicable.
33. **EXCHANGE RATE VARIATION CLAUSE:** NOT APPLICABLE
34. **PRICE VARIATION CLAUSE:** NOT APPLICABLE.
35. **LIQUIDATED DAMAGES:** The Buyer may deduct from the Seller, as agreed, liquidated damages at the rate of 0.5% per week of 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 Seller. 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.
36. **QUALITY:** The quality of the items shall correspond to the technical conditions and standards enumerated in the RFQ.
37. **QUALITY ASSURANCE:** The quality assurance procedure that will be applicable from the date of Order till completion of deliveries for items will be as per the applicable Technical Documents to be defined in Technical Bid. The documents may be amended, if required, by mutual consent of the Buyer and the Supplier.
38. **CERTIFICATE OF CONFORMANCE (COC):** Certificate of Conformance issued by the manufacturer for the Raw Material used / IR of Components used in Assemblies, if any shall be provided along with supplies as per Technical Specifications.
39. **DOCUMENTATION:**
- (i) **QAP:** The COE will be manufactured and supplied as per approved QAP and technical documents. However, necessary technical changes, modifications as recommended by BrahMos/MSQAA, will be incorporated in the existing QAP by Vendor. The QAP will be amended and final copy will be made accordingly.
- (ii) **Documents** as per Enclosure I to Annexure I will be prepared and submitted to BrahMos for approval. Any improvements/changes suggested by BrahMos will be duly incorporated and final copy will be made.
40. **Packing & Forwarding:** The items shall be packed as per the approved QAP requirements & firm shall provide packing for the items (external packing) so as to ensure their safety against damage Items during transportation / storage.



41. Taxes and Duties:

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

(b) **Custom Duty:** Custom Duty to be borne by the vendor.

42. TRANSPORTATION & TRANSIT INSURANCE: In vendor scope.

43. INSTALLATION & COMMISSIONING: In vendor scope, if applicable.

44. SUPPORT DURING JOINT RECEIPT INSPECTION (JRI): In vendor scope, if applicable.

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

46. Service Life: Vendor shall provide 12 Years as Minimum Service Life of the items. Any improvement/modification/up gradation undertaken by or their vendors on any equipment will be communicated to BrahMos and if required, these will be carried out on mutually agreed terms. Vendor will take part in joint defect investigation activities as and when required.

PART-V: STANDARD TERMS & CONDITIONS OF RFQ

47. The Bidder is required to give confirmation of their acceptance of the Standard Terms and Conditions of the RFQ 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.

48. 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.

49. 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.



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- 50. NON-DISCLOSURE:** The Bidding documents, including this RFQ 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.
- 51. LAW:** The Contract shall be considered & made in accordance with the laws of the Republic of India, shall be governed by and interpreted in accordance with the laws of the Republic of India.
- 52. 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)/supplier(s)/ technology partner(s) are not Suspended or Debarred by Ministry of Defence. In case the sub-contractor(s)/supplier(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)/ supplier(s)/ technology partner(s) in the procurement case. Subsequent to submission of bids if any sub-contractor(s)/supplier(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)/ supplier(s)/ technology partner(s) within two weeks of such order being made public.
- 53. 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 mail, addressed to the last known address of the party to whom it is sent.
- 54. CONFIDENTIALITY OF INFORMATION:** No party shall disclose any information to any 'Third Party' concerning the matters under this RFQ 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.



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55. **PROGRESS REVIEW COMMITTEE (PRC):** The status/ progress of production and supply will be monitored by a PRC, consisting of specialists and representatives nominated by the Buyer and Seller's representatives. The PRC will be constituted by the competent authority of the Buyer
56. **Instructions for Invoice Preparation:** The Invoice shall contain the following information:
- (a) The Invoice/ Tax Invoice will be raised in compliance with the new tax (GST) guidelines and indicate all mandatory fields. (as applicable):
 - (b) BrahMos GST ID for Hyderabad unit is 36AABCR8269E1Z6 and the same be mentioned in all invoices.
 - (c) Invoice(s) will bear the end user contract details. Prior to dispatch of materials, necessary information for invoice preparation, if required any shall be obtained from BAPL.
 - (d) All Original documents for payments including invoices are to be raised on and submitted to 'ED (Production), BrahMos Aerospace Pvt. Ltd, BrahMos Complex, (Near DRDL Complex Rear Gate, Kanchanbagh, P.O, Hyderabad'
57. **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.
58. **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.
59. **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.
60. **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 Hyderabad, India.
61. **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.



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- 62. 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.
- 63. 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.
- 64. 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.



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65. 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 06 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 (Use of Undue Influence) and/or Para (Employment of Agent) above to obtain the Contract.
- (e) As per decision of the Arbitration Tribunal.

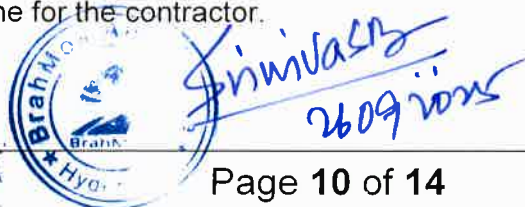
66. NON-DISCLOSURE OF CONTRACT DOCUMENTS: Except with the written consent of the Buyer/ Seller, other party shall not disclose the Contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

67. SECRECY: Any Information of classified nature obtained, acquired during the manufacture, test and trials 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.

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

69. 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.



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- 70. 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.
- 71. COUNTERFEIT PARTS:**
- (a) Seller shall evolve necessary verification & test methodologies to detect counterfeit Parts.
 - (b) Seller to ensure to prevention of counterfeit parts / products including from their sub-vendors, if any.
 - (c) Seller to ensure that only non-counterfeit parts / products shall be delivered to Buyer.
 - (d) Further to prevent inadvertent use of counterfeit parts, Seller shall only procure directly from the OEM (Original Equipment Manufacturer) or their authorized distribution chain unless approved by Buyer in writing.
 - (e) Seller also to ensure the necessary traceability of parts / components belonging to OEM and the same shall be provided to Buyer to eliminate the delivery of counterfeit parts.
 - (f) Seller to obtain the approval of Buyer in writing to source the inputs from Non-Franchised Distributors and also to ensure parts that were procured are legitimate, authentic, non-counterfeit parts, if applicable.
 - (g) In case of detection of counterfeit parts / products upon inspection, same will not be accepted by Buyer and returned to Seller as they are and will be handled as per the policies of Buyer.
- 72. COMPETENCE OF PERSONNEL:** Bidder to ensure the following:
- (a) Necessary Competence of personnel, who involving in the execution of work
 - (b) Their Contribution to product / service conformity & importance towards ethical behavior.
 - (c) Competence to detect or prevent the counterfeit parts, monitoring and reporting of the same during execution of contract
- 73. 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.
- 74. CURRENT MANUFACTURE:**
- (a) The equipment supplied will be of latest manufacture and will confirm to current production standards including the specified material and its equivalent.
 - (b) SELLER to produce certificate of availability of all Bill of Materials as per master drawing index and QAP approved by CEMILAC/RCMA/MSQAA for execution of the purchase Order

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75. 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 RFQ. If any column of taxes and duties as reflected in RFQ 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 Supplier shall be released by the Buyer only after it appears in the Buyer's GST Input Credit Register of GSTIN Online Portal.

76. 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.

77. 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.

78. Proprietary Rights:

- i) All data including system requirements/ technical specifications provided by BrahMos Aerospace to Vendor for fulfillment of this order shall be considered as proprietary information of BrahMos and shall not be disclosed to any third party without written consent from BrahMos.
- ii) BrahMos will have the IP rights (IPR) for the COE being manufactured by Vendor.
- iii) The information relating to design, contractual terms and conditions, prices etc. should be treated as confidential by either side.

79. 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.

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



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81. CLAIMS:

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

82. 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.

83. FALL CLAUSE: The prices charged for the stores supplied under the agreement by the Supplier shall in no event exceed the lowest price at which the Supplier 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 period, the Supplier 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.

84. 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.

PART-VI: PRICE BID FORMAT

Sl. No.	Item Code & Description	HSN Code (8 Digit)	Qty.	Rate / Unit (INR)	Total (INR)	Rate of GST	Total INR (incl. GST)	Remarks
A								



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PART-VII: COMPLIANCE STATEMENT

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



FOR BrahMos Aerospace Private Limited

(S. Srinivasa Rao)
General Manager (CMM)