



BrahMos Aerospace Private Limited

An India-Russia Joint Venture

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

RFP No.: BM/Contracts/BS/ Manpower/210525/01
Dated 21 May 25

Dear Sir,

REQUEST FOR PROPOSAL (RFP) FOR
OUTSOURCING OF TECHNO-ADMINISTRATIVE MANPOWER FOR BRAHMOS
AEROSPACE NEW DELHI AND ITS WORK CENTRES ON PAN INDIA BASIS.

1. Bids in sealed cover under **Two-Bid System** are invited for Outsourcing of Techno-Administrative Manpower for BrahMos Aerospace as per Part II of this RFP.

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

- a) Bids to be addressed to: **AGM (Commercial),**
Commercial Department
BAPL, New Delhi
- b) Postal address for sending the Bids: BrahMos Aerospace Pvt. Ltd.
16, Cariappa Marg, Kirby Place
Delhi Cantt, New Delhi-110010
(referred as Buyer)
- c) Contact Nos.: Tel: 011-42285-183,
Fax: 011-42285-129
Email: contracts@brahmos.com

3. This RFP is divided into Three Parts as follows:

- PART I : General Information
- PART II : Standard Terms & Conditions of RFP
- PART III : Scope of Services & Work
Special Terms & Conditions

Abhishek Panigrahi
AGM (Commercial - Production Control)
BrahMos Aerospace



PART I – GENERAL INFORMATION

4. **Last date and time for depositing the Bids:** The sealed Bids under **Two-Bid system (Techno-Commercial Bid & Price Bid)** should reach at the above given address through post / in person latest by **6th June 2025, 1100 Hrs.** The responsibility to ensure this lies with the Bidder. **Early submission of the Bids is acceptable to the BAPL.**

5. **Manner of depositing the Bids:** Sealed Bids consisting of Techno-Commercial Bid & Price-Bid to be put in a single envelope with the '**Proforma Format**', as enclosed, pasted on top, should be dropped in the Tender Box marked as **TENDER BOX NO 1**, so as to reach by the due date and time. Late tenders will not be considered. An unconditional acceptance of all tender terms and conditions of RFP as per **Appendix - A** to be submitted by Bidder

6. **Location of the Tender Box:** Tender Box is placed in front of Reception area of BrahMos Aerospace HQ, New Delhi. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

7. **Forwarding of Bids:** Bids shall be forwarded by the Bidder under their original memo/letter pad as per **Appendix - B** inter alia furnishing details like GST number, Bank address with EFT Account, if applicable, etc. and complete postal & e-mail address of their office.

8. **Pre-Bid clarification:**

a) Prior to preparation of the **Techno-Commercial Bid and Price Bid**, clarifications regarding the **technical terms & conditions for supply/services**, if any, be obtained from the **Chief General Manager (HR & Admin)**, mail: pers@brahmos.com, Phone No.: 011-42285-185/ 184 within **5 working days** from the date of issuance of RFP.

b) Prior to preparation of the **Techno-Commercial Bid and Price Bid**, clarifications regarding the **commercial terms**, if any, be obtained from Additional General Manager (Commercial), **New Delhi**, mail: contracts@brahmos.com/ phone No.: 011-42285-133/ 183 within **5 working days** from the date of issuance of RFP.

9. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified.

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. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected.

12. **Validity of Bids:** The Bids should remain valid till **3 months** from the last date of submission of the Bids.

13. **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.



PART II – STANDARD TERMS & CONDITIONS

14. The Bidder is required to give confirmation of their acceptance of the Standard Terms & Conditions of the RFP mentioned below (refer **Appendix-B**) which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Vendor in the Contract) as selected by the BAPL. **Failure to do so may result in rejection of the Bid submitted by the Bidder.**

15. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

17. **Effective Date of the Contract:** The contract shall come into effect on the date of placement of Purchase Order and shall remain valid until the completion of the obligations of the parties under the contract.

18. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to performance, which cannot be settled amicably, may be resolved through arbitration.

19. **Penalty for use of Undue influence:** The Bidder shall undertake 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 Contracts or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Buyer. Any breach of the aforesaid undertaking by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the vendor) or the commission of any offers by the Bidder or any one employed by him or acting on his behalf, as defined in the Bhartiya Nyaya Sanhita (BNS), 2023 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the BAPL 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 BAPL or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the vendor. 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.

20. **Force Majeure clause:** Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment 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.

21. 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. **A meeting with reps of BAPL and BIDDER will be conducted before invoking Force Majeure Clause.**



APPENDIX - A

(refer para 5 of RFP)

ACCEPTANCE OF TERMS & CONDITIONS OF TENDER

(To be given on Company Letter Head)

To,
AGM(Commercial)
M/s BrahMos Aerospace Pvt Ltd,
16 Cariappa Marg, Kirby Place,
Delhi Cantt, New Delhi – 110010

ACCEPTANCE OF TERMS & CONDITIONS OF TENDER

Tender Reference No. _____

Name _____ of _____ Tender: _____

Dear Sir,

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

_____ as per your advertisement / RFP, given above.

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

3. The corrigendum(s) issued from time to time by your department / organizations too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. The Tech Bid and its enclosures as submitted in physical form as mentioned in part-I of RFP.

6. In case any provisions of this tender are found violated, your department / organization shall be at liberty to reject this tender / bid absolutely and we shall not have any claim / right against dept in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official)



APPENDIX-B
(refer para 7 of RFP)

ELECTRONIC PAYMENT SYSTEM MANDATE FORM

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

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

(Signature of the Bidder, with Official Seal)

Date:

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

Bank Stamp:

Date:

(Signature of Authorized Official from the Bank)



APPENDIX-C

(refer para of RFP)

PERFORMANCE BANK GUARANTEE (PBG) FORMAT

This deed of guarantee executed on day of by Bank, Branch hereinafter called the 'Bank' (which term shall mean and include its successors and assigns wherever the context so admits) in favour of BrahMos Aerospace Pvt. Ltd., a Company incorporated and registered under the Companies Act, 1956, having its registered Office at 16, Kirby Place, Cariappa Marg, Delhi Cantt- 110010, INDIA (hereinafter referred to as 'BrahMos', which term shall include its successors and assigns.)

2. In consideration of BrahMos Aerospace Pvt. Ltd. (BrahMos) having placed the: Purchase Order No. _____ dated _____ (hereinafter called the Agreement) on M/s _____ (here in after called the said " Contractor/Seller") (which term shall mean and include its successors assigns and legal representatives) and whereas the Contractor/Seller has undertaken to provide a Bank Guarantee for an amount of Rs. (RUPEES. ONLY) (Being the amount equivalent to ()% of the total value of Agreement), to secure its obligation to you for warranty of the material as mentioned in para _____ of the Agreement, we.....(name of the bank, address) hereinafter referred to as " the Bank") at the request of Contractors do hereby undertake to pay BrahMos an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by BrahMos by reason of any breach by the said agreement.

3. We.....(Bank) do hereby unconditionally and irrevocably agree and undertake to pay to BrahMos the amounts due and payable under this guarantee without any demur merely on a demand from BrahMos stating that the amount claimed is due by the way of loss or damage caused to or would be caused to or suffered by BrahMos by reason of breach by the said "Contractors" / "Seller" of any of the terms and conditions contained in the said agreement or by reason of the contractor's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

4. We undertake to pay BrahMos any money so demanded notwithstanding any dispute or disputes by the "Contractors" / "Seller" in any suit or proceedings pending before any court or tribunal relating thereto, our liability under this guarantee being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the "Contractors" / "Seller" shall have no claim against us for making such payment.

5. We(Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that, would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BrahMos under or by virtue of the said Agreement have been fully paid and its claims satisfied or, discharged or till BrahMos certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said "Contractors" / "Seller" and accordingly discharges this guarantee. Provided that if BrahMos together with the Contractor / Seller seeks an extension of term of the guarantee, such extension shall be guaranteed by the Bank and the guarantee shall be in full force till the expiry of such extended period.

6. We(Bank) further agree with BrahMos that BrahMos shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) / Seller from time to time or to postpone for any time or from time to time any of the powers exercisable by BrahMos against the said Contractors / Seller and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) / Seller or for any forbearance, act or omission on the part of BrahMos or any indulgence by BrahMos to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

7. It shall not be necessary for BrahMos to proceed against the Contractor / Seller before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security, which BrahMos may have obtained or obtains from the Contractor / Seller.

8. This guarantee shall not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Seller.

9. We.....(Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of BrahMos in writing.

10. Our liability is limited to a sum not exceeding Rs..... Unless a claim is made on us in writing on or before 3 months beyond the date of completion of delivery period as specified in the contract, we shall be discharged from liability under this guarantee.

In witness whereof these presents are executed at on the date, month and year first herein above written.

Notwithstanding anything contained herein

- I. Our liability under this Bank Guarantee shall not exceed Rs.....
- II. This bank Guarantee will be valid up to.....(Date) (Inclusive of claim period)
- III. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and if you serve upon us a written claim or demand on or before(Date) (Inclusive of claim period)

FOR AND ON BEHALF OF THE BAN

Date:

Place:

Witness

(With full name & Address)

1.

2.



PART III - SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS

1. The Scope of work comprises of ensuring timely completion of activities of BAPL by the contract personnel deputed by the contractor. The works need to be carried out within BAPL premises & other work centres or Service provider premises at different parts of INDIA. Facilities/ Support required for execution of such work will be provided by BAPL.
2. Techno- Administrative services will be made available at the site by providing the following resources:

S. No	Designation	Category	Quantity (Rough Estimates - Associates Required)
a)	Helper	Unskilled	05
b)	Attendant	Semi-Skilled	08
c)	Driver	Semi-Skilled	03
d)	Technician	Skilled	103
e)	Supervisor	Skilled	62
f)	Assistant	Skilled	15
g)	Engineer	Highly Skilled	59

* No. of personnel listed in Quantity column is only indicative.

3. The Service provider shall provide the necessary Techno-Administrative Services by engaging resources with suitable qualification (essential) & experience (desirable) in the relevant field as mentioned in **Annexure-C1**. The job requirement mentioned in the experience column has to be adhered.
4. No. of personnel within the same category can be interchanged irrespective of discipline in that category.
5. Detail information regarding scope of work & special terms & conditions are given in **Annexure C2**.
6. The technical bid format is given in **Annexure-C3**.
7. Service Providers selection criteria is placed at **Annexure-C4**
8. The Commercial Bid Format is placed at **Annexure-C5**



Qualifications & Experience
Techno-Administrative Manpower for Execution of Jobs at BAPL

Sl No	Category	Discipline	Essential Qualification	Experience & Field
(a)	Engineers	Mechanical/ Electrical/ Electronics/ Metallurgy	BE/ B Tech	Preferably 01 - 02 Years experience in reputed Manufacturing Industry (Preferably in Production/ Quality Department)
(b)	Supervisor	Mechanical/ Electrical/ Electronics	Diploma	Preferably 01 - 02 Years experience in reputed Manufacturing Industry (Preferably in Production/ Quality Department)
(c)	Assistant	General Stream (BA/ BSc/BCom)	Graduation. MBA Degree preferable	Preferably 01 - 02 Years experience in reputed MNCs (in relevant fields like Admin/ Finance/ Front Office etc)
(d)	Technician	Fitter/ Mechanical/ Painter/ Chemical/ Electrical/ Electronics	ITI	Preferably 01 - 02 Years experience in reputed Manufacturing Industry (Preferably in Production Department)
(e)	Attendant	General Stream	10th Pass	Preferably 01 - 02 Years relevant experience in any MNC or reputed Firm
(f)	Helper	General Stream	08th Pass	Preferably 01 - 02 Years relevant experience in any MNC or reputed Firm
(g)	Driver	General Stream	08th Pass	Valid Driving License. Atleast 5 Years experience of driving HMV/ LMV. Preferably Ex-Serviceman.



SPECIAL TERMS AND CONDITIONS

1. BAPL requires the services of a reputed, well established and financially sound Manpower Agency registered as a Company in India (herein referred as "Service provider" in this document) for providing various manpower (unskilled, semiskilled, skilled and highly skilled) to BAPL for carrying out various services in its premises located across India.

2. The categories and details of minimum educational qualification for the manpower to be provided by the Service provider is given in **Annexure C1**. The quantum of manpower i.e., no. of personnel to be provided by the Service provider is fixed for this Contract at present. However, the Service provider may need to provide additional manpower on the written request from BAPL HR Head. The requirement will be based on need aspect. Additional payment for such additional request will be governed by same terms and conditions of this contract. The Service provider should not sub contract any part of the agreement with BAPL.

3. **Undertaking:** The Service provider shall provide an undertaking that they will comply with all relevant statutory provisions of Factory's Act, Contract Labour Act, Payment of Wages Act etc as notified by the Central and State Government from time to time, but shall not be restricted to, Minimum Wages, Employee's Provident Fund (PF), Employees State Insurance (ESI), Service Tax etc., along with contractual obligations envisaged in the contract.

4. Once the wage / remuneration of the personnel proposed by Service provider is approved by BAPL, the Service provider cannot alter /change/upgrade/ downgrade during the period of the contract except changes required due to changes in statutory laws, without approval of BAPL. The Service provider may give undertaking to this effect.

5. The Service provider shall furnish, the following documents in respect of the personnel who are proposed to be deployed at BAPL before the commencement of contract:

- a) List of personnel with full details i.e. date of birth, marital status, address, educational and professional qualification, experience etc.
- b) Detailed bio-data of the personnel with photograph affixed.
- c) Set of self-attested photocopies of certificates in respect of educational qualification and industrial exposure, Aadhaar card, Bank details, License details, proposed wage/remuneration details, etc.,
- d) Certificate of verification of antecedents of the personnel by local police authority.
- e) In case the personnel deployed are medically unfit to work during their tenure, the Service provider shall withdraw such employees immediately on receipt of such a request.

6. **Scrutiny of Man Power:** BAPL shall participate in scrutiny as well as in technical and personal interviews of the personnel proposed by the Service provider. BAPL reserves the right to reject any such personnel without assigning any reason(s). In case of any replacement of personnel by the Service provider during the period of the contract, the new personnel also need to undergo the above-mentioned scrutiny process and approval by BAPL.

7. The personnel provided by the Service provider should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of BAPL. The Service provider shall be responsible for any act of indiscipline on the part of the personnel deployed by Service provider.



8. The personnel deployed by the Service provider shall not form/ join any Labour union or resort to strike or demonstration or any other agitation of this nature.

9. In case, the personnel employed by the Service provider commits any act of omission or commission that amounts to misconduct/indiscipline incompetence malfeasance / security risk, the Service provider will be liable to take immediate appropriate action against such personnel, including registering a police case for the malfeasance/being security risk and their removal from site of work, within one (1) day of being brought to their notice. The Service provider must also cater for the replacement in such cases at the earliest.

10 BAPL may advise the Service provider to dismiss or remove from the site of work any personnel employed by the Service provider who may be incompetent or subject to misconduct and the Service provider shall forthwith comply with such requirements. The Service provider shall replace immediately any of its personnel if they are unacceptable to BAPL because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from BAPL.

11. The personnel supplied by the Service provider should not have any adverse Police records / criminal cases against them. The Service provider should make adequate enquiries about the character and antecedents prior engaging their personnel whom they are recommending. The character and antecedents of each personnel will be verified by the Service provider before their deployment at work centre only after investigation by the local Police and collection of proofs of identity like driving license, Aadhaar card, bank account details, previous industrial exposure, proof of residence and recent photograph and a certification to this effect should be submitted to BAPL.

12. **Age Limit:** The personnel proposed by the Service provider shall not be below the age of 18 years or above 59 years as on the date of engagement.

13. The personnel deployed by the Service provider shall not interfere with the duties of the employees of BAPL as well as other third-party manpower engaged at BAPL.

14. The Service provider shall provide suitable identity cards to the personnel deployed at BAPL with recent photograph of the personnel, personal information such as ID No, Name, Date of birth, Designation, Contact No and Blood Group.

15. **Non-Disclosure Agreement (NDA):** Personnel deployed by Service provider must not act against the interest of BAPL. Personnel employed by Service provider shall not divulge or disclose to any person/personnel any details of office operation process, technical know-how, security arrangements, and administrative /organizational matters pertaining to BAPL, as all are confidential and secret in nature. The Service provider to provide Undertaking of Secrecy in prescribed format obtained from all of their personnel before commencement of the contract. As a Company, the Service provider also needs to provide its own Non-Disclosure Agreement to BAPL before commencement of this contract.

16. The Service provider shall ensure proper conduct of their personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering etc.

17. **Working days and Working Hours:**

a) All categories of contract employees shall be required to work as per the policy of BAPL.

b) **Attendance:** Biometric attendance of all contract employees shall be maintained by respective work place in which they are engaged. All the contract employees are required to report for work at as per the timings of the work centre and adhere BAPL Attendance policy



c) **Leave:** As per the Leave Policy approved by BAPL.

18. Existing Contract Employees will be continued upto 31st Mar 2026 or up to the age of 60 years. The contract of the employees will be renewed every year w.e.f. 01 April based on the internal assessment at BAPL. The Service provider shall be intimated whether to renew the contract or otherwise before 01 April of every year.

19. The Service provider needs to obtain prior approval and complete all due requirements pertaining to respective personnel before deployment at BAPL. BAPL shall participate in necessary scrutiny of the personnel proposed by the Service provider prior to deployment at BAPL, as detailed in this contract document.

20. Tenure of Contract for the personnel deployed at BAPL will be as under:

(a) For those Contract Employees who is joining during 01 January to 30 September in the running year, completion of tenure will be on 31 March of next year (e.g. Considering 2025 as running year, it will be 31 March 2026).

(b) For those Contract Employees who is joining 01 October onwards in the running year, completion of tenure will be on 31 March of next-to-next year (e.g. Considering 2025 as running year, it will be 31 March 2027).

21. In case of emergency or urgency of works, the personnel deployed by the Service provider need to work on weekly off /weekends and Public Holidays based on directives of BAPL. In such cases, suitable compensatory-off will be provided subsequently to all such personnel so as to cover up emergency/urgency works performed on Sundays and Public Holidays.

22. **Place of Work:** The personnel engaged by the Service provider need to report at the place of work mentioned in his offer letter issued by the Service provider on all working days as notified by BAPL.

23. **Penalty clause:** The selected Service provider shall ensure that the attrition rate of candidates will not exceed more than 5% in a year. The selected Service provider shall immediately provide a substitute in the event of any person/personnel leaving the job due to any reason. The delay by the Service provider in providing a substitute beyond twenty (20) working days shall attract damages on the Service provider.

24. **Group Personal Accident Insurance:** The Service provider need to provide suitable insurance in the form of "Group Personal Accident Insurance Group Personal Medical Insurance "covering all of their personnel deployed in BAPL. Copy of Master Policy document and other related document(s) need to be submitted to BAPL prior to commencement of the contract by the Service provider. Premium paid by the firm will not be reimbursed in any case.

25. The personnel engaged by the Service provider shall be the employees of the Service provider and it shall be the duty of the Service provider to pay their wages/remuneration on first working day of every month.

26. The Service provider will be wholly and exclusively responsible for payment of wages to the personnel engaged by them in compliance with all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act, etc. and BAPL shall not incur any liability for any expenditure whatsoever on the personnel employed by the Service provider on account of any obligation. The Service provider will be required to provide particulars of payment of ESI, PF, Group Insurance of their personnel deployed in BAPL.



27. As per applicable ESI and PF rules, the Service provider needs to provide identity card(s) pertaining to ESI and PF to all their personnel being deployed at BAPL.
28. **Wage:** The minimum wage payable to each personnel employed by the Service provider is fixed upfront as detailed in worked out based on Central Government or State Government minimum wage act, whichever is higher based on their categories (Skilled, Unskilled, Graduate etc). The financial bids shall be compared for the total money outlay. The administrative charges will be the crucial deciding factor for deciding the lowest bidder and award of contract.
29. **Escalation of Wage:** The Service provider will ensure that the wage of the personnel deployed at BAPL is always meeting the minimum wages as notified by Central/ State Govt. (whichever is higher) amended from time to time, at any point of time. Supply Order/Contract shall be amended in such cases by BAPL for making payment to Service provider on recommendation of PRC.
30. **Bonus:** Bonus for a calendar month for every personnel shall be computed as detailed below:
- (a) 8.33% of Gross Pay on prorata basis.
 - (b) Bonus will be paid for financial year; however, the payout will be done in the month of October every year.
 - (c) The employees who are separated, however they have served for any duration in the financial year will be eligible for bonus on pro rata basis.
 - (d) The period of LWP will not be considered for calculating the bonus.
31. For all intents and purposes, the Service provider shall be the "Employer" within the meaning of different Labour Legislations in respect of personnel so employed and deployed in BAPL. The personnel deployed by the Service provider in the BAPL shall not have claims of any Employer and Employee relationship nor have any principal and agent relationship with or against BAPL.
32. The Service provider shall be solely responsible for the redressing grievances / resolution of disputes relating to personnel deployed. BAPL shall, in no way, be responsible for settlement of such issues whatsoever.
33. The Service provider shall indemnify BAPL against any loss or damage of Goods/Materials/Equipment etc., on account of negligence or fault of any personnel engaged by the Service provider.
34. The Service provider on its part and through its own resources shall ensure that the goods, materials and equipment etc. supplied to the personnel for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken by them and shall be responsible for act of commission and omission on the part of its staff and its employees, etc. If BAPL suffers any loss or damage on account of negligence, default or theft on the part of the personnel employed or the employees/ agents of the Service provider, then the Service provider shall be liable to reimburse to BAPL for the same. The Service provider shall keep the BAPL fully indemnified against any such loss or damage.
35. The technical information, drawings, specifications, operation manuals, and any other related documents prepared during execution of the works are the property of BAPL and shall not be divulged or used for any other purpose in any manner. These documents shall not be copied, transcribed, traced or reproduced in any other form. Under no circumstances the Service provider or his personnel shall release information that is made known to him/her during the execution of the works to any other individual or press in any manner or form.

36. The personnel (including the coordinator) employed by the Service provider shall not carry any kind of electronic devices such as mobile phones, laptop, tablet, video player, audio player, any form of recording device, any form of storage device, camera, transmitter, radio, portable hard disk, pen drives, CDs, etc., (as per banned list of BAPL security office) with them during their works at BAPL. It is also the responsibility of the Service provider to ensure that the deployed personnel should also comply with administrative safety and security related instructions and protocols.

37. The security personnel of BAPL may check and frisk the personnel deployed by the Service provider and their belongings at any time during their presence at BAPL (including check-in and check-out time) and they need to cooperate for the same without any hesitation. All the personnel deployed by the Service provider are bound to follow the safety/ security rules prescribed by Safety Officer/Security Officer of BAPL amended from time to time.

38. The personnel deployed by the Service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular/ confirmed employees of BAPL during the period or after expiry of the contract.

39. **Sub-contract:** The Service provider shall not assign, transfer, pledge or sub-contract the performance of service without the prior consent of BAPL.

40. The personnel deployed by the Service provider shall not claim any benefit / compensation / absorption / regularization of service from in BAPL under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertakings from the persons to this effect shall be required to be submitted by the Service provider to BAPL.

42. In case of termination of this contract on its expiry or otherwise, the personnel deployed by the Service provider shall not be entitled to and will have no claim, for any absorption nor for any relaxation for absorption in the regular/other capacity.

42. That on the expiry of the contract, the Service provider will withdraw all their personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the Service provider it shall be the entire responsibility of the Service provider to pay and settle the same.

43. The Service provider shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, and Employees State Insurance etc. in respect of the personnel deployed by it in BAPL.

44. The Service provider shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger from the BAPL to the Service provider shall be acknowledged immediately on receipt on the same day. The Service provider shall strictly observe the instructions issued by the BAPL in fulfilment of the contract from time to time.

45. The Service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the BAPL to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

46. The Service provider shall maintain all statutory registers under the applicable acts and laws. The Service provider shall produce the same, on demand, to the concerned authority of the BAPL or any other authority under law.

47. The Tax Deduction at Source : (TDS) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Service provider by the BAPL /it's paying authority.



48. The Contract may be extended for further period if required subject to meeting the following specific conditions.

- a) Satisfactory performance of the Contract, on recommendation of BAPL for monitoring the performance of the contract.
- b) Acceptance of same terms and conditions of this contract for the proposed extension of the contract.
- c) Wages to be paid as per the wages approved by Head HR at HQs from time to time of the personnel deployed.
- d) Latest minimum wages to be maintained every year always meeting the minimum wages as notified by Central/State Govt. amended from time to time, at any point of time during the extended period of the contract.
- e) No change in the % value of the Service provider's Service charge.

49. Performance Security Deposit / Performance cum Warranty (PWB): On successful negotiation, selected Service provider needs to submit Security Deposit equivalent to 5% of the total basic value of contract issued by any Nationalized Bank or Private Bank (HDFC Bank/ ICICI Bank/ Axis Bank/ Kotak Mahindra Bank) in favour of 'BrahMos Aerospace Private Limited', valid for a contract period plus additional three month claim period. (Format for BG is placed at). within 10 days from date of issuance of PO. BG will be in favor of BrahMos Aerospace Pvt. Ltd

50. In case, the Service provider fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof \BAPL is put to any loss, obligation, monetary or otherwise, BAPL will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit / Performance cum Warranty (PWB) of the Service provider, to the extent of the loss or obligation in monetary terms.

51. The Service Provider must ensure disbursement of wage and remuneration to their personnel as per the directives of BAPL. Service provider should not delay the payment to employees if there is delay in submission of the bills from Service provider to BAPL. Service provider should not delay the payment to the employees If there is any procedural delay in clearance of the bills to the Service provider.

52. **Payment/billing cycle:** Payment will be made 20th of every month on submission of the following documents: -

- a) Proof of salary paid to the associates for the relevant month in respect of work done for BAPL.
- b) Service fee etc. as per the agreed commercial terms and conditions of the contract.
- c) The Service provider has to make the payment of the associates on or before 1st.date of every month.
- d) The above document shall be verified and authenticated by HR Dept . BAPL and forwarded to Finance Dept for initiating the payment to the Service provider as per PO Terms.

53. **Documents to be submitted for claiming payment:** The documents need to be submitted to Dir (Finance) M/s BAPL, New Delhi by Service provider for claiming payment:

54. **Invoice Preparation:** All Invoices shall contain the following information:

- (a) All Invoices shall be raised and submitted to Dir (Finance), BAPL, New Delhi.
- (b) GSTIN No. for BAPL unit is 07AABCR8269E2Z6 and the same shall be mentioned in all invoices as applicable

55. **Price:**

- (a) The price is required to be submitted separately in the Price Bid (refer at Annexure C5).



(b) The BAPL will retain the right to obtain detailed price breakup of the quoted cost any time during the procurement process.

56. The Service provider need to submit the following documents at the time of submission of bills as per payment / billing cycle:

- a) Proof of ESI and PF payment to the respective government authorities in respect of the personnel employed by the Service provider (ESI/PF challans, etc.,) for previous completed month.
- b) Computation Attendance register for all the personnel employed by the Service provider duly authenticated by Demanding Officer or their Officer-in-charge of BAPL.
- c) Other documents as necessitated by paying authority of the BAPL

57. The above documents shall be verified and authenticated by the BAPL and forwarded to Finance for effecting payment to the Service provider as per terms and conditions of the Supply Order Contract.

58. **Progress Review Committee:** An exclusive Progress Review Committee (PRC) will be constituted by HR Head at HQs and the PRC will monitor and review the performance of the contract periodically (once in a year). It shall also address the dispute if any between BAPL and Service provider and recommend suitable suggestions. The following is the constitution of PRC.

- | | |
|-----------------------------|---|
| a) Chairperson | - Head HR at HQs |
| b) Members | - Concerned HoDs of the department where the manpower is associated |
| c) Member -Service provider | - A representative from selected Service Provider. |
| d) Convener | - HR Team Member at HQs |

59. The performance evaluation will be done by the BAPL defined periodic interval and the contract would be terminated without cost in case of non-satisfactory performance.

60. **Dispute resolution:** In case of any dispute arising out of this contract, same will be deliberated in Progress Review Committee (PRC) exclusively constituted for this contract & shall be settled amicably with participation of the Service provider and the BAPL.

61. **Service provider Qualification Criteria:** Service provider has to submit all the details asked in **Annexure-A4** (Service provider Qualification Criteria) of Terms & Conditions.

62. **Validity Period of contract for the Service provider:** Contract period will be for **3 years initially**. However, based on satisfactory performance, the contract may be renewed further, on agreed term & conditions by the PRC.

63. The Service provider should fulfil the following:

- a) The Service provider should be a registered / incorporated as a company under Indian Companies Act.
- b) Service provider should have its own Bank Account.
- c) Service provider should be registered with Income Tax and Service Tax departments.
- d) Service provider should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts etc.
- e) The Service provider shall submit affidavit stating that the Company is not / has not been black listed by any Ministry / Department of Government of India, Private Sector Companies/ PSUs / Banks etc.



TECHNICAL BID FORMAT

Outsourcing of Techno Administrative Manpower for BAPL HQ & its Work Centres

1. The technical bid shall include a compliance table for scope of work and terms & conditions.
2. Following Documentation including all the necessary statutory documents like registration, PF etc. shall be deposited along with the technical bid:
 - a) Application- Technical Bid
 - b) Attested copy of the registration of agency
 - c) Labour license from the labour commissioner (Form -5)
 - d) Attested copy of GST registration letter/ certificate
 - e) Attested copy of PF registration letter/ certificate
 - f) Attested copy of ESI registration letter/ certificate
 - g) List of clients
3. All the documents submitted shall be duly signed by the authorized signatory otherwise documents will not be considered as valid.



SERVICE PROVIDER'S SELECTION CRITERIA
Outsourcing of Techno Administrative Manpower for BAPL & its Work Centres

The broad criteria for qualification of bidders should be in the following terms:

1.	Experience	<ul style="list-style-type: none"> a) The contractor should have successfully completed similar contracts in any of the DRDO Labs/ Organizations/PSU's and /or large MNCs during last 5 years. b) Must have experience in recruiting Technical as well as administrative manpower across India. c) Must be handling atleast 750 manpower across India, out of which atleast 50% should be technical manpower.
2.	Financial Capabilities	<ul style="list-style-type: none"> a) The Service Provider must have annual turnover of Rs. 25 crore or above. b) Solvency certificate from any nationalized banks for Rs. 2 crore (2 months of estimated salary) to be submitted by the vendor. c) Capable of disbursing advance salary for atleast one month d) Exception for financial capabilities clause will not be applicable for MSME Registered agencies.
3.	Manpower Capabilities	<ul style="list-style-type: none"> a) The Service Provider must be capable to provide techno/administrative manpower across all locations in India within the due timeline. b) The Service Provider must have the procedure/arrangement to directly contact the personnel deployed for communication from their side and vice versa. c) The Service provider must be able quarterly visit the work centers to address the grievances of the personnel deployed.
4.	General Terms & Conditions	<ul style="list-style-type: none"> a) Valid PF, ESI & GST Registration. b) PF, ESI Challans for latest month. c) ESI registration or sub-code from local office is compulsory d) Copies of documents given for above clauses. e) Vendor quoting more than 5% service charge will not be considered. f) Confidentiality and non-disclosure of the agreement (CNDA) has to be signed by the vendor as well as individual employees. g) The service provider should cater for Group Medical Insurance for an amount of Rs 2 lakhs and Group Personal Accidental Insurance for an amount of Rs 5 lakh from a reputed insurance agency h) An additional insurance for personnel engaged in hazardous working area be provided by the service provider. The number of personnel in such case will be confirmed by BAPL. i) The Service Provider cannot sub contract any part of the service agreement with BAPL.

COMMERCIALS OFFER**Outsourcing of Techno Administrative Manpower for BAPL & its Work Centres**

S. No	Job description			Amount (In Rs.)
1	One-time fee for set up / migration / transfer			
2	Sourcing fee per person for the following categories:			
S. No	Designation	Category	Qty	
a)	Helpers	Unskilled	5	
b)	Attendant	Unskilled	8	
c)	Driver	Semi-Skilled	3	
d)	Technician	Skilled	103	
e)	Supervisor	Skilled	62	
f)	Assistant	Skilled	15	
g)	Engineer	Highly Skilled	59	
3	Monthly fee on all pay outs (These commercials are applicable upto 35,000/- on monthly ctc per associates irrespective of their designation).			@ 5% on annual CTC.
4	Absorption Fee: In the event of BAPL absorbing an associate, vendor will charge an absorption fee of the associates post absorption cost to company for the BAPL for every associate absorbed by BAPL. If in any event the client transfer vendor associates to another service provider during the terms of the agreement, the vendor will charge on BAPL a sum percentage equivalent to absorption fee.			
5.	Legal compliance Fee			
6	Insurance Charges Personal Medclaim Family Medclaim			At Actuals
	Medical Check Up			At Actuals
8	Customized ID cards/Uniform/other supplies etc.			At Actuals
9	Payment Mode			Collect & pay
10	Taxes will be extra as applicable			

Note: Medical Checkup & background verification of the associates will be done by the service provider after due approval of BAPL.

2025-00042A

TENDER ID

LAST DATE OF SUBMISSION

06-Jun-25 1100 HRS

**TENDER BOX
NO.**

1

TENDER FOR

**RFP- OUTSOURCING OF TECHNO-ADMINISTRATIVE
MANPOWER FOR BRAHMOS AEROSPACE HQ NEW
DELHI AND ITS WORK CENTRES ON PAN INDIA BASIS.**

RFP NO.

BM/Contracts/BS/ Manpower/21525/01

RFP DATE

21-May-25

VENDOR

VENDOR SEAL

TENDER OPEN DATE

06-Jun-25

1430 HRS

NOTE: THE BID (SINGLE / 2-BID) SHOULD BE PUT IN ONE ENVELOPE AND THIS PROFORMA SHOULD BE PASTED ON TOP. THE TENDER (SEALED ENVELOPE) SHOULD BE DROPPED IN THE BOX (BOX NO. SHOWN AT THE TOP RIGHT CORNER) ONLY, WITHIN THE LAST DATE OF SUBMISSION.

