

HINDUSTAN AERONAUTICS LIMITED Airport Services Centre (ASC) Division, IMM – Department, Gate No.30, Vimanapura Post, Bengaluru – 560 017, INDIA	
NOTICE INVITING TENDER	
Tender Number & Date	ASC/IMM/25/GT/1 Date: 11/06/2025
Tender Closing Date (Last date for submission of bids)	08/09/2025
Technical Bid Opening Date	09/09/2025
Commercial / Price Bid	Will be intimated later to the technically qualified bidders only, through HAL E-Proc Portal.
Contact Details / Address	Prabhakar Chavan Sr. Manager (IMM)-ASC, Airport Services Centre Division Tel: +91-80-2231 2127/ 2232 3187 E-mail: purchase_asc@hal-india.co.in
Last Date for Clarifications/Queries	7 Days prior to Tender Closing Date

Important Note

Bidders are requested to submit their proposals (Technical and Price bid) online at HAL's e-procurement portal (<http://eproc.hal-india.co.in> or link to e-procurement through www.halindia.co.in). Tenders submitted through any means other than the e-procurement portal shall not be considered and shall be rejected (No Hard copies of Technical and Price bid shall be submitted).

HAL is not responsible for delays/problems faced if any with the internet, etc. It is requested to submit the bids online well before the tender due date and time. Refer attached e-tender terms for the submission of Bids.

Only ink-signed Hard copies of Integrity Pact & local content certification in original shall be submitted in a separate sealed cover with tender reference and it shall reach HAL, ASC Division, IMM Department on or before the due date & time.

Please indicate the Tender number & due date on the Envelopes of the local content/Integrity pact.

Subject: Supply, Installation, Testing & Commissioning (SITC) of Water Twister Type Aircraft Arresting System (AAS) consisting of Two (02) sets Net Assembly and Two (02) sets Retractable Pendent Cable Assembly at Both ends of Runway at HAL Airport in Bengaluru, as detailed in Technical Specification.

1. Requirement Definition:

The detailed technical specifications for **Water Twister Type Aircraft Arresting System (AAS) as per tender document.**

Pre-Qualification Criteria (PQC) is indicated in the technical specifications. All bidders need to provide compliance to the same. In absence of compliance to PQC, **offer shall be summarily rejected.**

2. Technical Evaluation:

- 2.1 The Technical Specification for Water Twister type Aircraft Arresting System (AAS) shall be as per this RFQ. Technical Proposal (also referred as Technical Bid) should contain Compliance matrix confirming point-by-point compliance to all para of **Pre-Qualification Criteria & Technical Specifications**, Compliance matrix against Commercial terms and conditions,

compliance matrix against warranty, spare list & BoQ, Signed Integrity Pact, Original instrument towards **EMD – Scanned copies to be uploaded in E-Proc portal and original hard copies to be submitted before due date (in person or through post).**

2.2 The technical bids of those vendors not meeting Pre-Qualification Criteria (PQC) will not be considered and such bids will be summarily rejected.

3. Commercial Evaluation:

3.1 It may be noted that the **commercial evaluation shall be done on the Total Value (L1) including taxes and duties & Landed cost for Supply, Installation, Testing & Commissioning of Water Twister type Aircraft Arresting System (AAS).**

3.2 The prices will be firm & fixed till completion of supply, successful installation of Water Twister type Aircraft Arresting System (AAS) with 2 years warranty.

3.3 All the prices should be quoted as per the Price Bid Format enclosed, Prices quoted should be in the currency of the country of supply or any other convertible foreign Currency. This shall be complete in all respects. Any Currency other than INR will be converted to INR as per Exchange rate (as per RBI) applicable on the Tender Opening Date.

3.4 The lowest offer will be arrived based on the evaluated price bid.

3.5 The bidder shall submit **Goods and Service Tax (GST)** Registration Number and **HSN Code** (if applicable) of the item(s) under this RFQ along with the bid.

3.6 Delivery/Taxes & Duties:

All bidders should invariably quote for Delivered At Place (DAP) - HAL Bengaluru (Incoterms 2020). Quoted prices should be inclusive of transit insurance. However, Custom Duty will be paid by HAL.

Applicable taxes and duties (GST, if any) should be mentioned explicitly by the bidder in the quotation, either in percentage or in absolute terms. Indicated taxes would be considered for price evaluation. **In the absence of this input, the offer would be considered all inclusive.**

3.7 **Payment terms:** Payment will made through ECS/NEFT/RTGS within 30 days from the date of receipt and acceptance of items and completion of work at HAL.

4. HAL'S RIGHTS:

4.1 HAL reserves the right to reject any and /or all the bids received towards this RFQ or to cancel this RFQ at any stage without assigning any reason what so ever.

4.2 HAL reserves the right to foreclose or terminate the Contract/Purchase order finalized based on this RFQ for reasons attributable to non-Compliance of any of its terms (if not relaxed in writing) during the execution of contract/purchase order.

4.3 HAL is under no obligation by merely issuing this RFQ to pay any cost incurred in the preparation or submission of any response including technical / commercial proposals from Bidders.

4.4 HAL will not pay any interest on the Earnest Money Deposit (EMD)/Security Deposit (SD) and Performance Security Deposit etc.

4.5 **Validity of Prices/Bids:** All quoted prices and bids shall be kept valid for a minimum period of 120 Days from the closing date of the Tender.

4.6 **Liquidated Damages:** To recover from the bidder as agreed liquidated damages and not by way of penalty a sum of 0.5% value of the stores (means supplies/completion of activities) which the bidder has failed to delivery as aforesaid, for each week or part of a week during which the delivery of such stores (means supplies/completion of activities) may be in arrears with a ceiling of 10% of the value of the stores in defaulter. In case bidder not agreed for LD clause, the maximum LD amount / to the extent not agreed LD value, to be loaded in the Comparative Statement, to Determine the Successful bidder.

4.7 **Denial Clause:** If reason for delay in delivery is attributable to the bidder, extra expenditure during the extended period to be borne by bidder (over and above levy of LD). Thus, any increase in statutory duties and/or upward rise in prices due to the Price Variation clause (PVC) and/or any adverse fluctuation in foreign exchange are to be borne by the Bidder during the delayed delivery period, while HAL reserves its right to get any benefit of a downward revisions in statutory duties, PVC and foreign exchange rate, during the delayed period.

4.8 **Arbitration Clause:** For Foreign Vendors: All disputes arising out of the contract shall be settled as per Laws of India/ Rules of Arbitration of ICA/ICADR.

Work and Payments During Arbitration: Work under the contract shall if reasonably possible continue by mutual agreement during the arbitration proceedings and no payment due to or payable by HAL will be withheld without reasonable cause and merely on account of the pendency of such proceedings.

5. GUIDELINES FOR SUBMISSION OF BIDS:

5.1 Earnest Money Deposit (EMD):

- a. An EMD amount of Rs 3,00,000.00 (Indian Rupees Three Lakhs only) for Indian Bidder. The EMD shall be submitted in the form of Demand Draft/ Banker's Cheque/ NEFT/Pay order drawn in favour of "Airport Services Centre, Hindustan Aeronautics Limited" payable at Bengaluru from the scheduled banks or the EMD amount can be sent through SWIFT/ WIRE transfer to HAL account as per details given below, the proof of which shall accompany the bidder's offer (should be part of technical bid document). Please note that in the event the EMD amount is sent through SWIFT/ WIRE transfer, the net amount credited to HAL account should be as mentioned above (i.e. all associated bank charges need to be borne by the bidder only). In the absence of the same, the **offer will be summarily rejected.**

Account and Bank Details for payment of EMD by SWIFT/ Wire transfer

BANK NAME	: STATE BANK OF INDIA (SBI)
ACCOUNT NAME	: ASC, HINDUSTAN AERONAUTICS LIMITED
ACCOUNT NO	: 00000040216714162
IFSC CODE	: SBIN0009077
BRANCH	: IND FINANCE BRANCH
PLACE	: BENGALURU

No other means of payment will be accepted.

- b. EMD should be submitted along with Technical Bid. EMD in original form will only be acceptable. Copies of EMD documents/ instruments will not be acceptable. In case of non-receipt of **original instrument towards EMD, offer will be considered as unresponsive and rejected.**
- c. Bidders exempted from the submission of EMD as per Govt. of India directives must submit certified copy of GOI's authority for such exemption in lieu of EMD. Presently, only Micro and Small Enterprises (MSE's) are exempted.
- d. EMD will not carry any interest for the period it is retained with HAL. EMD shall be forfeited if a bidder withdraws amends, impairs, and/ or derogates from tender within validity.
- e. The Bidders should indicate the reference & details of submission of EMD in their technical bid. The EMD in the form of hard copy in original to be sent by post/ courier/ personal delivery to reach the Division before the scheduled closing date and time of the tender.
- f. The scanned copy of such documents should be attached in the technical bid. **Offers where Earnest Money Deposit is not received before the due date and time would be considered as unresponsive and rejected.** In case of WIRE/ SWIFT transfers, the transaction code is to be mentioned in the technical bid.

- g. HAL will not be responsible for any transit/ postal delay in receipt of EMD.
- h. EMD furnished by the successful bidder shall be appropriated for Security Deposit or Performance Bank Guarantee for the warranty period.

5.2 Security Deposit:

- a. **Security Deposit (SD):** Bidders are required to submit the Security Deposit equivalent to **5% of the total order value** excluding taxes (If taxes and duties quoted separately otherwise total order value quoted) of the order within 15 days of issuance of purchase order by way of Demand Draft or Bank Guarantee in a prescribed format of HAL from a scheduled Bank in India which shall be valid up to 60 days after the completion of successful installation.
- b. Security Deposit will bear no interest. In case the supply order/ contract are not executed to the entire satisfaction of HAL, the Security Deposit will be forfeited besides initiation of risk purchase action. In case any claims or any other contract obligations (related to supplies excluding warranty) are outstanding, the bidder shall be required to extend the Security Deposit as required till such time the bidder settles all claims and complete such obligations.
- c. Alternatively, in case of Public Sector Undertakings, Indemnity Bond of the equivalent amount towards Security Deposit may be submitted by the Public Sector Undertaking.

5.3 Performance Bank Guarantee (PBG):

- a. Vendor shall furnish a Performance Bank Guarantee (PBG) (including e-Bank Guarantee) as per HAL's format for **10% of the order value** (to be calculated only on basic cost excluding taxes & duties, if such details are furnished separately in the bid submitted) valid up to end of the warranty period from a scheduled bank in India from the date of acceptance/commissioning or otherwise equivalent amount shall be retained till completion of warranty period and other obligation of Purchase Order/ contract.
- b. In case, quotes received without indicating the break-up details of GST, ED, VAT, Sales Tax etc. and order placed subsequently on composite value (without indicating break-up details of taxes & duties) then the PBG to be sought on the composite value (including taxes & duties).
- c. Performance Guarantee can also be furnished in the form of Demand Draft or retention of equivalent amount.
- d. In case bidder does not agree for Performance Bank Guarantee/ retention of equivalent amount, **the offer will be summarily rejected.**

5.4 Integrity Pact (IP):

- a. Bidder shall submit hard copy of the Integrity Pact (either Omnibus IP or Standalone IP), in original, duly signed by authorized signatory and witness, in a sealed envelope. Bidders shall submit IP on plain bond Paper. All pages are to be initiated by the Bidder/ authorized signatory. Formats for both Omnibus IP and Standalone IP are enclosed with this RFQ. Bidder may select either Omnibus IP or Standalone IP for signing with HAL. In case, bidder had already signed Omnibus IP with any divisions of HAL and the same is valid then they can enclose a copy of the same against this tender, instead of signing fresh Integrity Pact.
- b. The envelope, which contains the signed IP, shall be marked as "Integrity Pact" indicating tender reference and due date and shall reach us at the following address on or before the tender due date and time:

Senior Manager (IMM),
Airport Services Centre Division, Gate No. 30,
Hindustan Aeronautics Limited.
Vimanapura Post, Bengaluru - 570017
Ph: +91-2231 2127

Or

Alternatively, the sealed cover with tender reference and due date containing the signed Integrity pact shall be dropped in the tender box (HAL ASC Division) kept at Gate No.30 Reception on or before the tender due date and time specified in tender.

- c. HAL will not be responsible for any transit/postal delay or delay due to any other reasons in receipt of a hard copy of the original signed IP. A copy of the signed IP shall also be scanned and attached with your technical bid, which has to be submitted online through the e-procurement portal.
- d. Entering into an integrity pact without deviation from the specified format is a preliminary qualification without which the bid is liable to be rejected without evaluation. Bidders who submit IP with deviation might at HAL's discretion be given an opportunity to submit original signed IP without deviation within the stipulated time limit as decided by HAL.
- e. In respect of IP and its monitoring, there would be Independent External Monitors (IEM) who will be appointed by the Central Vigilance Commission, a statutory body and not by HAL. The present IEMs are:
 - a) Shri Sunil Kumar Bansal, IPS (Retd) (e-mail: sunilku555@gmail.com)
 - b) Shri Chaitanya Kumar Varma, CE&MES (Retd) (e-mail: ckvarma@yahoo.co.in)
 - c) Shri Ashok Kumar Tripathy, IAS (Retd) (e-mail: tripathyak@yahoo.com)
- f. The signed IP will form part of the contract/purchase order, in the event of placement of order.
- g. All clarifications/query/status w.r.t tender & validity extension of tender shall be forwarded to HAL only and not to the IEM except query related to IP.

All Technical Queries is to be raised to following:

Name of Rep: Vinod Kumar Bhadu
Designation: SM (Maint.) - ASC
Mobile No. +91 2232 1522
Email ID:- vinod.bhadu@hal-india.co.in

All Commercial Queries is to be raised to following:

Name of Rep: Prabhakar Chavan
Designation: SM (IMM) - ASC
Mobile No. +91 2231 2127
Email ID:- purchase_asc@hal-india.co.in

- h. Signed IP in original shall not be forwarded to the IEM.

6. TECHNICAL BID:

Technical Proposal (also referred as Technical Bid), should contain all the technical information as detailed below pertaining to components of Aircraft Arresting System:

Bidders to ensure that the pricing aspects either in PDF form or any other form are not mentioned in the technical bid. **If bidder submits price bid/ indicate pricing aspects in technical bid, the bid will not be considered for evaluation and will be rejected.**

6.1 Non-compliance, if any:

Bidder should indicate clearly if any non-compliance is proposed. It may please be noted that such non-compliance will be seen critically and may have adverse impact on qualification of the bid.

6.2 Bill of Quantity (BOQ):

Detailed List of deliverables – (Bill of Quantity) with Part No., Make & Model number of equipment and accessories offered to be submitted, which will be meeting the operational and technical requirement as spelt out, **WITHOUT INDICATING THE PRICE.**

7. Integrity Pact and EMD: -

The Original duly signed Integrity Pact as per HAL's format and original EMD document are to be submitted in a sealed envelope super scribing the tender reference and due date so as to reach HAL ASC on or before due date and time of tender on following address (HAL will not be responsible for any transit/ postal delay):

Prabhakar Chavan

Senior Manager (IMM)-ASC

Airport Services Centre Division, Hindustan Aeronautics Limited,

Gate No. 30, Vimanapura (P.O), Bengaluru, Karnataka, India

PIN – 560017

TEL: 080-2231 2127, E-MAIL: purchase_asc @ hal-india.co.in

8. Rejection Criteria:

Bidders are requested to note the following clauses which will result in the rejection of the bids:

- i) Non-submission of original instrument towards EMD
- ii) Non-submission of original signed Integrity Pact
- iii) Deviation from HAL's Integrity Pact format.
- iv) Non-agreement to PBG clause
- v) Inclusion of any price details in the technical bid
- vi) Non-compliance to any of the Pre-Qualification Criteria (PQC)

Regards,


(Prabhakar Chavan)
Senior Manager (IMM)-ASC

Enclosures:

- | | |
|-----------------|--|
| Annexure-I | - HAL Commercial Terms and Conditions |
| Annexure-II | - Price Bid |
| Annexure-III | - Technical Compliance |
| Annexure-IV | - Deviation Statement |
| Annexure-V | - Procedure on Purchase Preference Policy (Preference to Make in India) |
| Annexure-23B | - Format for Security Deposit |
| Annexure-23C | - Format for Performance Bank Guarantee |
| Annexure-23D | - Format for Bank Guarantee towards EMD |
| Annexure-24A | - Format for Omnibus Integrity Pact (IP) |
| Annexure-24B | - Format for Standalone Integrity Pact (IP) |
| Annexure C & C1 | - Declaration Certificate for Procurement of Goods and Services (Country which shares border with India) |

Annexure - IV
DEVIATION STATEMENT

(To be filled by the TENDERER in their letter head and upload along with their Techno-Commercial (un-priced) Bid Document)

Name of Tenderer / Bidder: _____

1. Schedule of Deviations in reference to COMMERCIAL TERMS AND CONDITIONS
2. Tenderer may give here a consolidated list of Commercial deviations for all sections of the tender document, which for an appropriate offer is considered unavoidable by him.
3. Deviations and its justifications mentioned elsewhere in the offer shall not be taken cognizance by HAL and any such deviations if indicated elsewhere other than this form will render the offer non-responsive and shall liable to be rejected.
4. Tenderer shall state the reasons for the deviations in the 'Justification' column.
5. All other clauses of the COMMERCIAL TERMS AND CONDITIONS (not mentioned in this form) shall be deemed to be fully complied by the Tenderer.
6. HAL reserves the right to accept or reject the deviations / justifications and accordingly to take a decision to qualify the bidder in the evaluation of the Techno-Commercial (Un-priced) Bid.
7. Tenderer must upload this Deviation Statement along with their Techno-Commercial (Un-priced) Bid. If there is no Deviations, then the same should be uploaded stating '**No Deviations**'.

Sr. No.	IFT Clause No.	Terms & Condition as per HAL Tender Document	Deviation	Justification by the Tenderer towards deviation

(Signature of authorized signatory of the TENDERER)

Name: _____

Designation: _____

Place:

Seal:

Date:

Terms & conditions (Purchase Preference Policy - MII)

In line with Public Procurement (Preference to Make in India), Order 2017 & its amendments issued by Govt. of India & with a view to support the Indian industries, HAL has implemented "Purchase Preference Policy". The "Purchase Preference" is applicable for the "**Class-I Local Supplier**" for the goods/ services/ works covered in this tender subject to the following terms & conditions;

Note:

- a) The subject item falls under **divisible** category.
 - b) **The offers are sought from Class-I and Class-II local suppliers, as indicated below.**
1. **Definitions:** A supplier or service provider, whose goods, services or works offered for procurement, has local content:
 - i. Equal to or more than 50%: **Class-I local supplier.**
 - ii. More than 20% but less than 50%: **Class-II local supplier.**
 - iii. Less than or equal to 20%: **Non-local supplier.**
 2. 'Local content' means the amount of value added in India (i.e. indigenous items/services added in the offered products/ services/ works) be the total value of the item offered (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties/IGST) as a proportion of the total value (excluding net domestic indirect taxes), in percent.
 3. The margin of Purchase Preference shall be up to 20%.
 4. 'Margin of purchase preference' means the maximum extent to which the price quoted by the "Class-I local supplier" above the L1 (landed cost).
 5. 'L1' means the lowest technically accepted tender / bid / quotation (i.e. lowest landed cost including duties, taxes and freight & Insurance).
 6. 'Works means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'. Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.
 7. **Purchase Preference:**
 - A. **Goods/Works which are divisible in nature (required quantity greater than 1 or not a package basis or not Aircraft LRUs):**
 - i. If L1 is 'Class-1 local supplier', the order/contract for full quantity shall be awarded to L1 bidder.

- ii. If L1 bid is not from a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price (inclusive of duties, taxes and freight & insurance).
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In cases where none of the 'Class-I local supplier' within the margin of purchase agree to match L1 price, in such cases 100% quantity shall be ordered on original L1 bidder.
- iv. In case no offers received from 'Class-I local supplier' or none of the 'Class-I local supplier' falls within the margin of purchase preference of 20%, the order shall be processed on L1 vendor.
- v. In case L1 bidder (not a 'Class-I local supplier') is not accepting splitting of order on 50:50 basis, in that case the order/contract shall be awarded to such 'Class-I local supplier' for full quantity subject to matching the L1 price.
- vi. Regarding MSEs (Indian vendors):

The following additional aspect as indicated below would be applicable for procurement which falls under divisible category (i.e., not applicable for indivisible category), in case of participation of MSEs in the tendering who are also complying to the Minimum Local Content (MLC) stipulated in the tender.

- If any Indian vendor satisfies the requirement of MSEs stipulation and also falls within the purchase preference margin as called for in MSME policy (in case of matching L1 price) will be considered for ordering 25% of tendered quantity, the balance quantity / works will be considered for distribution amongst all bidders (including MSEs) as per the purchase preference policy.
- In case no MSEs qualifies for purchase preference or do not match with L1 price then the total tendered quantity will be distributed amongst all bidders as per the purchase preference policy.

B. Goods/Works which are not divisible (required quantity is 1 or as a package or Aircraft LRUs in case of goods) and Services:

- i. If L1 is from a 'Class-I local supplier' the contract will be awarded to L1 bidder.
- ii. If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price (inclusive of duties, taxes and freight & insurance).
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase

preference shall be invited to match the L1 price and so on, and order/contract shall be awarded accordingly. In case where none of the 'Class-I local supplier' within the margin of purchase preference agree to match the L1 price then the order/contract shall be awarded to the original L1 Bidder.

8. Aircraft LRUs are considered as "in-divisible" category of goods. In line with this, the order for development of Aircraft LRUs, identification of LRUs for Aircraft will be placed on 'Class-I local supplier', within the margin of purchase preference, for 100% RFQ's requirement, after matching the L1 price (or) on L1 vendor, if the 'Class-I local supplier' not agreed to match the L1 price.
9. Technically acceptable offers only will be considered for purchase preference.
10. The 'Class-I & II local supplier' should provide a "Self Certification" along with technical offer indicating that the item offered meets the minimum local content as called for in the tender at Sl. No.(1) above and provide the % of local content along with details of the location(s) at which the local value addition is made. In case of two bid tenders, it is mandatory to indicate compliance to MLC in technical bid zone.
11. In case the offers sought from only Class I & II local suppliers (as indicated at Sl. No. (b) above), the offer received without indicating the percentage of local content & without self-certification will not be considered & rejected.
12. In cases the quoted price is in excess of Rs.10Cr (including duties, taxes and freight & Insurance) the 'Class-I & II local supplier shall provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in case of suppliers other than companies) giving the percentage of local content.
13. A committee (with an external expert from a practicing cost accountant or practicing chartered accountant, if required) constituted for independent verification shall verify the self-declarations & auditor's / accountant's certificates on random basis, as per the requirements.
14. The ink-signed certificate shall be provided on vendors letter head along with the offer (in case of online tender, copy of ink-signed certificate can be considered subject to receipt of original certificate within 15 days of due date of tender). In case of non-submission of certificate, the purchase preference shall not apply.
15. On similar line for Rs.10Cr. & above, the ink-signed certificate provided by the concerned authority as brought-out above need to be enclosed.
16. In case of a complaint received from any local supplier indicating a need for review / verification of Local content of successful vendor / awarded vendor, for accepting a complaint from such complainant (w.r.t the false declaration given by the successful vendor on the local content), a complaint fee of Rs.2Lakhs or 1% of the locally manufactured items being procured (subject to a maximum Rs. 5Lakhs), whichever was higher, to be paid by demand draft by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

17. False declarations will be in breach of code of the integrity for which a bidder or its successor's will not be eligible/debarred for purchase preference from further tenders / pending tenders for two years along with other actions as may be applicable.
18. Further, in case the violation/false declaration established, in such case, a penalty amount up to 2% value of the each order will be deducted on such defaulted bidders.
19. The Public Procurement (Preference to Make in India), Order 2017 issued by Govt. of India indicates that if there are any general or specific restrictive clauses to restrict participation of Indian companies in those countries procurement tenders, reciprocity clause need to be invoked as per the order. Hence, if HAL or Govt. of India come across that Indian suppliers of an item are not allowed to participate and / or compete in procurement by your government, the bid submitted by you will be not be considered and excluded from eligibility for procurement. This aspect may please be taken note off.

Annexure – 23B

Format of Bank Guarantee for Security Deposit

1. In consideration of the HINDUSTAN AERONAUTICS LTD., _____ Division (hereinafter called as "HAL") having agreed to exempt _____ [hereinafter called "the said Contractor/ Vendor(s)"] from the demand of Security Deposit, under Agreement/Contract/Order No. _____ dated _____ (hereinafter called "the said Agreement" said Contract/ said Order), made between _____ and _____ for _____ (indicate the scope of supply) for the due fulfillment by the said Contractor/Vendor(s) of the terms and conditions contained in the said Agreement/Contract/Order, on production of a bank Guarantee for _____ (indicate the amount in Rs/ Foreign Currency) (_____ Only), We, _____, (hereinafter referred (indicate the name of the bank) to as "the Bank") at the request of _____ [contractor/Vendor(s)] do hereby undertake to pay to HAL an amount not exceeding _____ (indicate the amount in Rs/ Foreign Currency) against any loss or damage, costs, charges and expenses, claims caused to/ suffered or would be caused to suffered by HAL by reason of any breach by the said Contractor/ Vendor(s) of any of the terms or conditions contained in the said Agreement/Contract/Order.
2. We, _____ (indicate the name of the bank) do hereby unreservedly, irrevocably undertake to pay immediately the amounts due and payable under this guarantee without any demur, merely on a written demand from HAL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by HAL by reason of breach by the said contractor(s)/Vendor of any of the terms or conditions contained in the said Agreement/Contract/Order or by reason of the contractor(s)' failure to perform the said Agreement/Contract/Order. 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 _____ (indicate the amount in Rs/ Foreign Currency).
3. We undertake to pay to HAL an amount not exceeding _____ (indicate the amount in Rs/ Foreign Currency) so demanded notwithstanding any dispute or disputes raised by the contractor(s)/ Vendor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, Our liability under this guarantee being absolute and unequivocal.
4. We, _____ (indicate the name of bank) further agree with HAL that HAL 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/Contract/Order or to extend time of performance by the said contractor/Vendor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by HAL against the said Contractor(s)/Vendor and to forbear or enforce any of the terms and conditions relating to the said agreement/contact/order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Vendor(s) or for any forbearance, act or omission on the part of HAL or any indulgence by HAL to the said Contractor/Vendor(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.
5. We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of HAL in writing and agree that any change in the constitution of the said contractor(s)/Vendor(s) or Bank shall not discharge the Bank of its liability under this deed.
6. The validity of Bank Guarantee shall be up to _____ (dd/mm/yy) and such date shall be 60 days after the last delivery/Services against the contract. The Bank Guarantee shall continue to be enforceable till all the dues of HAL under or by virtue of the said Agreement/contact/order have been fully paid and its claims satisfied or discharged or till HAL certifies that the terms and conditions of the said Agreement/contact/order have been fully and properly carried out by the said contractor(s)/ Vendor and accordingly discharges this guarantee.

7. The Bank Guarantee can be invoked by submitting the claim at _____ (Place of respective HAL's Division) any Branch of the issuing Bank.
8. Notwithstanding anything contained herein:
 - a) Our liability under this Bank Guarantee shall not exceed Rs. (Rupees Only)
 - b) This Bank Guarantee shall be valid up to _____ (being the date of expiry of the guarantee) and
 - c) The Beneficiary's right as well the Bank's liability under this Guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before _____ [_____] ((being the date of expiry of claim period which in no case should be less than 1 year from the date of expiry of validity period of BG as per **clause 8 (b)** above).
9. This Bank Guarantee shall be governed by and constitute in accordance with Indian Law and shall be subject to exclusive Jurisdiction of Indian Courts.
10. Dated the _____ day of _____ for _____ (indicate the name of the Bank)

Annexure – 23C

Format of Performance Bank Guarantee

1. HINDUSTAN AERONAUTICS LTD., _____ Division (hereinafter called as "HAL") have entered into Agreement/Contract/Order _____ (hereinafter called "the said Agreement/ the said Contract/ the said Order"), with _____ (hereinafter called "the said Contractor/Vendor(s)"), for _____ (indicate the scope of supply).
2. Whereas under the terms of the said Agreement/Contract/Order, the contractor/Vendor is required to furnish a Performance Bank Guarantee for _____ (indicate the amount in Rs/ Foreign Currency _____ Only) towards the due fulfillment of the terms and conditions during the agreed time period or extension thereof, and also satisfactory performance of the items supplied to HAL during warranty period as per the warranty terms stipulated in the Agreement/Contract/Order.
3. Accordingly We, _____, (hereinafter referred (indicate the name of the bank) to as "the Bank") at the request of _____ [Contractor/Vendor(s)] do hereby undertake to pay to HAL an amount not exceeding _____ (indicate the amount in Rs/ Foreign Currency) on the failure of Contractor/Vendor in performance of their obligations as per the terms and conditions of the Agreement/Contract/Order including the satisfactory performance of the item during warranty period as per the warranty terms stipulated in the Agreement/ Contract/Order.
4. We, _____ (indicate the name of the bank) do hereby unreservedly, irrevocably undertake to pay immediately the amounts due and payable under this guarantee without any demur, merely on a written demand from HAL stating that the amount claimed is due by way of non-performance/ unsatisfactory performance by the contractor with respect to the terms and conditions of the Agreement/Contract/Order including failure in satisfactory performance of the items supplied/services rendered under the warranty terms stipulated in the Agreement/Contract /Order. 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 _____ (indicate the amount in Rs/ Foreign Currency).
5. We undertake to pay to HAL an amount not exceeding _____ (indicate the amount in Rs/ Foreign Currency) so demanded notwithstanding any dispute or disputes raised by the contractor(s)/Vendor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this guarantee being absolute and unequivocal.
6. We, _____ (indicate the name of 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/Contract/Order and that it shall continue to be enforceable till all the dues of HAL under or by virtue of the said Agreement/Contract/Order have been fully paid and its claims satisfied or discharged or till HAL certifies that the terms and conditions of the said Agreement/Contract/Order have been fully and properly carried out by the said Contractor/Vendor(s) and accordingly discharges this guarantee.
7. We, _____ (indicate the name of bank) further agree with HAL that HAL 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/Vendor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by HAL against the said contractor/Vendor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement/ Contract/Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Vendor(s) or for any forbearance, act or omission on the part of HAL or any indulgence by HAL to the said Contractor/Vendor(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.

8. We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of HAL in writing and agree that any change in the constitution of the said contactor(s)/Vendor(s) or the said Bank shall not discharge the Bank of its liability under this deed.
9. The validity of Bank Guarantee shall be up to _____ (dd/mm/yy) and such date shall cover the period of warranty of all the supplies and also the period of defect liability/ warranty period for last batch of supplies. The validity of Bank Guarantee will be for a period up to which the contractor is obliged for due performance of the said Agreement/Contract/Order including the warranty period.
10. The Bank Guarantee can be invoked by submitting the claim at _____ (Place of respective HAL's Division) any Branch of the issuing Bank.
11. Notwithstanding anything contained herein:
 - a) Our liability under this Bank Guarantee shall not exceed Rs. (Rupees Only)
 - b) This Bank Guarantee shall be valid up to _____ (being the date of expiry of the guarantee) and
 - c) The Beneficiary's right as well the Bank's liability under this Guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before _____ [_____] ((being the date of expiry of claim period which in no case should be less than 1 year from the date of expiry of validity period of BG as per **clause 11 (b)** above).
12. This Bank Guarantee shall be governed by and constitute in accordance with Indian Law and shall be subject to exclusive Jurisdiction of Indian Courts.
13. Dated the _____ day of _____ for _____ (indicate the name of the Bank).

Annexure – 23D

Format of Bank Guarantee towards Earnest Money

1. In consideration of the HIDUSTAN AERONAUTICS LIMITED _____ Division (hereinafter called as "HAL") on the first part and M/s _____ of _____ (hereinafter referred to as "Bidder") on the Second part, having agreed to accept the Earnest Money Deposit of Rs _____ (Rupees _____) in the form of Bank Guarantee for the Request for Proposal/Quote for procurement of _____.
2. We _____ (Name of the Bank), (hereinafter referred to as the "Bank"), do hereby undertake to pay immediately to HAL on a written demand without any demur and without seeking any reasons whatsoever, an amount not exceeding _____ (Rupees _____) and the guarantee will remain valid up to a period _____. It will, however, be open to HAL to return the Guarantee earlier than this period to the Bidder(s), in case the Bidder (s) does not/do not qualify for the negotiation by the Price Negotiation Committee (PNC) as constituted by HAL.
3. In the event of the Bidder withdrawing the tender before the completion of the stages prior to the Price negotiations or during the Price negotiation or during validity of offer, as the case may be, the Guarantee deposited by the Bidder stands forfeited to HAL. We also undertake not to revoke this guarantee during this period except with the previous consent of HAL in writing and we further agree that our liability under the Guarantee shall not be discharged by any variation in the term of the said tender and we shall be deemed to have agreed to any such variation.
4. The Bank Guarantee can be invoked by submitting the claim at _____ (Place of respective HAL's Division) any Branch of the issuing Bank
5. Notwithstanding anything contained herein:
 - a. Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees Only)
 - b. This Bank Guarantee shall be valid upto _____ (being the date of expiry of the guarantee) and
 - c. The Beneficiary's right as well the Bank's liability under this Guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before _____ [_____] ((being the date of expiry of claim period which in no case should be less than 1 year from the date of expiry of validity period of BG as per **clause 5(b)** above).
6. This Bank Guarantee shall be governed by and constitute in accordance with Indian Law and shall be subject to exclusive Jurisdiction of Indian Courts.
7. No interest shall be payable by HAL to the Bidder (s) on the guarantee for the period of its currency.

Dated this _____ day of _____ 20__.

For the Bank of _____
(Agent /Manager)

Format of Omnibus Integrity Pact

Omnibus IP Ref. No.:

Omnibus Integrity Pact

Tender Ref. No. & Date:

Integrity Pact (Omnibus)

Whereas Hindustan Aeronautics Ltd. ("HAL") having its registered office at 15/1, Cubbon Road, Bangalore – 560 001, India represented by General Manager/ Executive Director hereinafter referred to as the Buyer and the first party, proposes to procure (indicate name or category of the Equipment, like Aircraft Parts/ Avionic Items/ Accessories etc), hereinafter referred to as Goods and/or Services and/or Works.

And

M/s....., represented by....., Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the Bidder(s)/Seller(s) and the second party, is willing to offer/ has offered the Goods and/or Services and/or Works.

2. Whereas the Bidder(s)/Seller(s) is a private company/ public company/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder(s)/Seller(s) shall hereinafter be individually referred to as "Party" or collectively as the "Parties", as the context may require.

3. Preamble

- 3.1 Buyer proposes to procure herein referred Goods/ or Services and/or Works and the Bidder(s)/Seller(s) is willing to offer/ has offered/ will offer the Goods/ or Services and/or Works under laid down organizational procedures intending to enter into contract/s for supply of/ Goods/ etc of all such items/products/Goods and/or Services and/or Works including and the Bidder(s)/Seller(s) is one amongst several Bidders/ Proprietary Vendor/ Customer Nominated Source/ Licensor who has indicated a desire to bid/supply in such tendering process.

- 3.2 Buyer has decided that an Omnibus Integrity Pact (Omnibus IP) can be signed with Bidder(s)/Seller(s), which will avoid taking multiple approvals, from both sides for signing IP for individual tender/contract. Bidder(s)/Seller(s) and Buyer are entering into this Omnibus IP for covering all tenders/ contract/ agreements/ Purchase Order etc., between the Bidder(s)/Seller(s) and Buyer within its ambit.

- 3.3 The Buyer values and takes primary responsibility for full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Seller(s).

- 3.4 In order to achieve these goals, the Buyer has appointed Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4. Commitments of the Buyer.

- 4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

- i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- ii) The Buyer will during the tender process treat all Bidder(s)/Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder(s)/Seller(s) the same information and will not provide to any Bidder(s)/Seller(s) confidential/ additional information through which the Bidder(s)/Seller(s) could obtain an advantage in relation to the process or the contract execution.
- iii) The Buyer will exclude from the process all known prejudiced persons.

4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian legislation, Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

5. Commitments of the Bidder(s)/Seller(s).

5.1 The Bidder(s)/Seller(s) commit himself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- i) The Bidder(s)/Seller(s) will not, directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- ii) The Bidder(s)/Seller(s) will not enter with other Bidder(s)/Seller(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- iii) The Bidder(s)/Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act 1988 as amended from time to time. Further, the Bidder(s)/Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

5.2 Adoption of IP by Joint Ventures/Sub-Contractors:

- i) In case the Bidder(s)/Seller(s) is a Joint Venture, then all the Partners of the Joint Venture should sign this Integrity Pact. The Bidder(s)/Seller(s) shall ensure the compliance of the provisions of this Integrity Pact by all its Joint Venture Partners. Further, the Bidder(s)/Seller(s) shall be held responsible for any violation/breach of the provisions of IP by any one or more of its Partners.
- ii) The Bidder(s)/Seller(s) shall ensure compliance of the provisions of this Omnibus IP by its sub-contractor(s), if any. In this regard Bidder(s)/Seller(s) shall ensure for entering into a similar Integrity pact arrangement with their respective sub-contractor(s) before entering into any specific sub contractual arrangement, in connection with execution of main contract with HAL. The Integrity Pact shall be generally executed in all such cases where the value of sub contract works is Rs. 2 Crores (equivalent to MUSD 0.25) and above, the content of IP can be decided by Bidder(s)/Seller(s), which shall be in similar lines of this main Integrity Pact. The signed Integrity Pact needs to be retained by the Bidder(s)/Seller(s) and shall be submitted to HAL, upon seeking such information. Further, the Bidder(s)/Seller(s) shall be held responsible for any violation/breach of the provisions by its sub-contractor(s).

5.3 The Bidder(s)/Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

5.4 Agents/ Agency Commission:

The Seller(s)/Bidder(s) confirms and declares to the Buyer that the Seller(s)/Bidder(s) is the original manufacturer or authorized distributor/stockist of original manufacturer or Govt. Sponsored/Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMs) of the Goods and/or Services and/or Works referred to in tender/ offer/ contract/ Purchase order to which this Omnibus IP applies and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender/ contract/ purchase order to the Seller(s)/Bidder(s); 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(s)/Bidder(s) 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(s)/Bidder(s) 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 the respective contract/ purchase order, the Seller(s)/Bidder(s) will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract/ Purchase order either wholly or in part, without any entitlement or compensation to the Seller(s)/Bidder(s) who shall in such event be liable to refund to the buyer, all Agency Commission payments made by the Seller(s)/Bidder(s) along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts/ Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

- 6.1 The Bidder(s)/Seller(s) declares that no previous transgressions have occurred in the last three years from the signing of the Omnibus IP with any other company in any country conforming to the anticorruption approach or with any other Public Sector Enterprise in India that could justify Bidders'/Sellers' exclusion from the tender process.
- 6.2 If the Bidder(s)/Seller(s) makes incorrect statement on this subject, Bidder(s)/Seller(s) can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7. Company Code of Conduct

Bidder(s)/Seller(s) are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

- 8.1 If the Bidder(s)/Seller(s), before award or during execution has committed a transgression through a violation of Clause 5 & Clause 6, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s)/Seller(s) from the tender process or take action as per the procedure mentioned herein below:
 - i) To disqualify the Bidder(s)/Seller(s) in the tender process & exclusion from future contracts.
 - ii) To debar the Bidder(s)/Seller(s) from entering into any bid from Buyer for a period of two years.
 - iii) To immediately cancel the contract, if already signed/awarded without any liability on the Buyer to compensate the Bidder(s)/Seller(s) for damages, if any. Subject to Clause 5.4, any lawful payment due to the Bidder(s)/Seller(s) for supplies effected till date of termination would be made in normal course.
 - iv) To encash EMD/ Advance Bank Guarantees/ Performance Bonds/ Warranty Bonds, etc. which may have been furnished by the Bidder(s)/Seller(s) to the extent of the undelivered Goods and/or Services and/or Works.

- 8.2 If the Buyer obtains knowledge of conduct of a Bidder(s)/Seller(s) or of an employee or a representative or an associate of a Bidder(s)/Seller(s) which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Compensation for Damages

- 9.1 If the Buyer has disqualified the Bidder(s)/Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.
- 9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Bidder(s)/Seller(s), in order to recover the payments, already made by the Buyer for undelivered Goods and/or Services and/or Works.
- 9.3 The Bidder(s)/Seller(s) shall also be liable to refund to the Buyer, the Agency Commission/ payments made by the Seller(s)/Bidder(s) along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors).
- 9.4 In case of occurrence of violation of any clause of this Omnibus IP then the amount due under this Omnibus IP can be recovered by the Buyer from any Contract/Agreement signed with the Bidder(s)/Seller(s) to which this Omnibus IP is applicable.

10. Independent External Monitor(s)

- 10.1 The Buyer has appointed Independent External Monitor(s) for this Omnibus IP in consultation with the Central Vigilance Commission.
- 10.2 As soon as the Omnibus Integrity Pact is signed, the Buyer shall furnish a brief background of the case to the Independent External Monitor(s).
- 10.3 The Bidder(s)/Seller(s), if they deem it necessary, may furnish any information as relevant to their bid to the Independent External Monitor(s). Further, after the award of work, as also, during execution of the contract, any issue specifically raised before the IEMs shall be looked into by the panel of IEMs.
- 10.4 If any complaint with regard to violation of the Omnibus IP is received by the Buyer in a procurement case, the Buyer shall refer the complaint to the Independent External Monitor(s) for their comments/enquiry.
- 10.5 If the Independent External Monitor(s) need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the Independent External Monitor(s), in accordance with the CVC guidelines.
- 10.6 The report of enquiry, if any, made by the Independent External Monitor(s) shall be submitted to CMD, HAL as far as possible within 2 weeks, but not more than 30 days for a final and appropriate decision in the matter keeping in view the provision of this Omnibus IP.

11. Law and Place of Jurisdiction

This Omnibus IP is subject to Indian Laws and exclusive Jurisdiction of Courts at Bangalore, India.

12. Other Legal Actions

The actions stipulated in this Omnibus IP are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force, relating to any civil or criminal proceedings.

13. Omnibus IP Duration

- 13.1 This Omnibus IP shall come into force from the date when both parties have legally signed it and the validity of this Omnibus IP shall be for ----- (up to 5 years) with applicability to all tenders/orders/contracts/agreements which are executed by the respective Bidder/ tender issued/executed during the existence of this Omnibus IP.
- 13.2 In addition to above, the validity of the Omnibus IP for respective Tender/order/contract/agreement shall remain valid up to six months from declaration of unsuccessful Bidder. Further, for successful Bidder, validity

of this IP shall survive up to 12 months from making last payment w.r.t. the respective Tender/order/contract/agreement.

- 13.3** Further, if the Contract/Agreement covered under this Omnibus IP is extended/renewed for any period then this Omnibus IP shall also be deemed extended/renewed for such period of extension/renewal.
- 13.4** If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Omnibus IP as specified above, unless it is discharged/determined by CMD, HAL.
- 13.5** Should one or several provisions of this Omnibus IP turn out to be invalid, the remainder of this Omnibus IP remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 14. Other Provisions**
- 14.1** Changes and supplements need to be made in writing. Side agreements have not been made.
- 14.2** The Bidder(s)/Seller(s) signing this Omnibus IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers the report.
- 14.3** In view of the nature of this Omnibus IP, this Omnibus IP shall not be terminated by any party and will subsist throughout its stated period.
- 14.4** Nothing contained in this Omnibus IP shall be deemed to assure the Bidder(s)/Seller(s) of any success or otherwise in the tendering process.
- 15.** This Omnibus IP is signed with HAL exclusively and hence shall not be treated as precedence for signing of Integrity Pact/ Omnibus IP with MoD or any other Organization.
- 16.** The Parties hereby sign this Omnibus IP at _____ on _____ {Bidder(s)/Seller(s)} and at _____ on _____ (Buyer)

BUYER

BIDDER / SELLER

Signature:

Signature:

Executive Director/General Manager
Hindustan Aeronautics Ltd.,
..... Division

Authorized Signatory (*) (β)

Date:

Date:

Stamp:

Stamp:

Witness

Witness

1. _____

1. _____

2. _____

2. _____

- (*) – Authorized signatory of the company/ authorized person who has signed the offer.
- (β) – In case the Bidder(s)/Seller(s) is a Joint Venture, all the Partners of Joint Venture should sign this Integrity Pact (Indicating Name, Designation of the respective persons)

Format of Standalone Integrity Pact

Tender Ref. No.:.....

Integrity Pact (Standalone)

Whereas Hindustan Aeronautics Ltd. ("HAL") having its registered office at 15/1, Cubbon Road, Bangalore – 560 001, India, acting through itsDivision, represented by General Manager/ Executive Director hereinafter referred to as the Buyer and the first party, proposes to procure (indicate name or category of the Equipment, like Aircraft Parts/ Avionic Items/ Accessories etc), hereinafter referred to as Goods and/or Services and/or Works.

And

M/s....., represented by....., Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the Bidder(s)/Seller(s) and the second party, is willing to offer/ has offered the Goods and/or Services and/or Works.

2 Whereas the Bidder(s)/Seller(s) is a private company/ public company/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder(s)/Seller(s) shall hereinafter be individually referred to as "Party" or collectively as the "parties", as the context may require.

3 Preamble

3.1 Buyer has called for tenders under laid down organizational procedures intending to enter into contract/s for supply of Goods/Services/Works etc of.....and the Bidder/Seller is one amongst several bidders/ Proprietary Vendor/ Customer Nominated Source/ Licensor who has indicated a desire to bid/supply in such tendering process.

3.2 The Buyer values and takes primary responsibility for full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Seller(s).

3.3 In order to achieve these goals, the Buyer has appointed Independent External Monitor(s) (IEMs) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4 Commitments of the Buyer.

4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

- i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- ii) The Buyer will during the tender process treat all Bidder(s)/Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder(s)/Seller(s) the same information and will not provide to any Bidder(s)/Seller(s) confidential/additional information through which the Bidder(s)/Seller(s) could obtain an advantage in relation to the process or the contract execution.

- iii) The Buyer will exclude from the process all known prejudiced persons.
- 4.2** If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.
- 5** Commitments of the Bidder(s)/Seller(s).
- 5.1** The Bidder(s)/Seller(s) commit himself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- i) The Bidder(s)/Seller(s) will not, directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
 - ii) The Bidder(s)/Seller(s) will not enter with other Bidder(s)/Seller(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - iii) The Bidder(s)/Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act 1988 as amended from time to time. Further, the Bidder(s)/Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 5.2** Adoption of IP by Joint Ventures/Sub-Contractors:
- i) In case the Bidder(s)/Seller(s) is a Joint Venture, then all the Partners of the Joint Venture should sign this Integrity Pact. The Bidder(s)/Seller(s) shall ensure the compliance of the provisions of this Integrity Pact by all its Joint Venture Partners. Further, the Bidder(s)/Seller(s) shall be held responsible for any violation/breach of the provisions of IP by any one or more of its Partners.
 - ii) The Bidder(s)/Seller(s) shall ensure compliance of the provisions of this Integrity Pact by sub-contractor(s), if any. In this regard Bidder(s)/Seller(s) shall ensure for entering into a similar Integrity pact arrangement with their respective sub-contractor(s) before entering into any specific sub contractual arrangement, in connection with execution of main contract with HAL. The Integrity Pact shall be generally executed in all such cases where the value of sub contract works is Rs. 2 Crores (equivalent to MUS\$ 0.25) and above, the content of IP can be decided by Bidder(s)/Seller(s), which shall be in similar lines of this main Integrity Pact. The signed Integrity Pact needs to be retained by the Bidder(s)/Seller(s) and shall be submitted to HAL, upon seeking such information. Further, the Bidder(s)/Seller(s) shall be held responsible for any violation/breach of the provisions by its sub-contractor(s).
- 5.3** The Bidder(s)/ Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 5.4** Agents/ Agency Commission:
- The Seller(s)/Bidder(s) confirms and declares to the buyer that the Seller(s)/Bidder(s) is the original manufacturer or authorized distributor/stockist of original manufacturer or Govt. Sponsored/ Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMs) of the Goods and/or Services and/or Works referred to in this tender/ offer/ contract/ Purchase order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender/ contract/ purchase order to the Seller(s)/Bidder(s); 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(s)/Bidder(s) 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(s)/Bidder(s) 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/ purchase order, the Seller(s)/Bidder(s) will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract/ Purchase order either wholly or in part, without any entitlement or compensation to the Seller(s)/Bidder(s) who shall in such event be liable to refund to the buyer, all agency commission payments made by the Seller(s)/Bidder(s) along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts/ Purchase order concluded earlier or later with Buyer.

6 Previous Transgression

- 6.1 The Bidder(s)/Seller(s) declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's/Sellers' exclusion from the tender process.
- 6.2 If the Bidder(s)/Seller(s) makes incorrect statement on this subject, Bidder(s)/Seller(s) can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7 Company Code of Conduct

Bidder(s)/Seller(s) are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

8 Sanctions for Violation

- 8.1 If the Bidder(s)/Seller(s), before award or during execution has committed a transgression through a violation of Clause 5 & Clause 6, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s)/Seller(s) from the tender process or take action as per the procedure mentioned herein below:
- i) To disqualify the Bidder(s)/Seller(s) with the tender process & exclusion from future contracts.
 - ii) To debar the Bidder(s)/Seller(s) from entering into any bid from Buyer for a period of two years.
 - iii) To immediately cancel the contract, if already signed/awarded without any liability on the Buyer to compensate the Bidder(s)/Seller(s) for damages, if any. Subject to Clause 5.4 any lawful payment due to the Bidder(s)/Seller(s) for supplies effected till date of termination would be made in normal course.
 - iv) To encash EMD/ Advance Bank Guarantees/ Performance Bonds/ Warranty Bonds, etc. which may have been furnished by the Bidder(s)/Seller(s) to the extent of the undelivered Goods and/or Services and/or Works.
- 8.2 If the Buyer obtains knowledge of conduct of a Bidder(s)/Seller(s) or of an employee or a representative or an associate of a Bidder(s)/Seller(s) which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9 Compensation for Damages

- 9.1 If the Buyer has disqualified the Bidder(s)/Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Bidder(s)/Seller(s), in order to recover the payments, already made by the Buyer for undelivered Goods and/or Services and/or Works.

9.3 The Bidder(s)/Seller(s) shall also be liable to refund to the Buyer, the Agency Commission/ payments made by the Seller(s)/Bidder(s) along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors).

10 Independent External Monitor(s)

10.1 The Buyer has appointed Independent External Monitor(s) for this Integrity Pact in consultation with the Central Vigilance Commission.

10.2 As soon as the Integrity Pact is signed, the Buyer shall furnish a brief background of the case to the Independent External Monitor(s).

10.3 The Bidder(s)/Seller(s), if they deem it necessary, may furnish any information as relevant to their bid to the Independent External Monitor(s). Further, after the award of work, as also, during execution of the contract, any issue specifically raised before the IEMs shall be looked into by the panel of IEMs.

10.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitor(s) for their comments/enquiry.

10.5 If the Independent External Monitor(s) need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the Independent External Monitor(s), in accordance with the CVC guidelines.

10.6 The report of enquiry, if any, made by the Independent External Monitor(s) shall be submitted to CMD, HAL as far as possible within 2 weeks, but not more than 30 days, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

11 Law and Place of Jurisdiction

This Integrity pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Bangalore, India.

12 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13 Integrity Pact Duration

13.1 This Integrity Pact begins when both parties have legally signed it. It expires for the successful Bidder(s)/Seller(s) 12 months after the last payment under the contract, and for all other unsuccessful Bidder(s)/Seller(s) within 6 months from date of placement of order/ finalization of contract against this tender.

13.2 If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged/determined by CMD, HAL.

13.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

14 Other Provisions

14.1 Changes and supplements need to be made in writing. Side agreements have not been made.

14.2 The Bidder(s)/Seller(s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers the report.

14.3 In view of the nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

14.4 Nothing contained in this Integrity Pact shall be deemed to assure the Bidder(s)/ Seller(s) of any success or otherwise in the tendering process.

- 15 This Integrity Pact is signed with HAL exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.
- 16 The Parties hereby sign this Integrity Pact at _____ on _____ {Bidder(s)/Seller(s)} and at _____ on _____ (Buyer)

BUYER

BIDDER/SELLER

Signature:

Executive Director/General Manager
Hindustan Aeronautics Ltd.,
.....Division

Signature:

Authorized Signatory (*) (β)

Date:**Stamp:****Date:****Stamp:**

Witness

1. _____

2. _____

Witness:

1. _____

2. _____

(*) – Authorized signatory of the company/ authorized person who has signed the offer.

(β) – In case the Bidder(s)/Seller(s) is a Joint Venture, all the Partners of Joint Venture should sign this Integrity Pact (Indicating Name, Designation of the respective persons)

Restrictions on procurement from bidder of a country which shares border with India

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered With the Competent Authority (the registration committee constituted by Department for Promotion of Industry and Internal Trader (DPIIT). However, the bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects are not required to register with Competent Authority, and will be eligible to bid in this tender.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider ' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this tender means:-
 - a) An entity incorporated, established or registered in such country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or,
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation -
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An agent is a person employed to do any act for another, or to represent another in dealings with third person'.

Tenders for Work Contracts including Turnkey Projects (Clause VI.)

- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

DECLARATION CERTIFICATE FOR PROCUREMENT OF GOODS & SERVICES

Tender Ref. No.: _____ & Date: _____

To,

_____ Division

Type-IApplicable for bidders falling under countries not sharing land border with India (or) sharing land border with India but currently lines of credit facility extended by Govt. of India to that country

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and accordingly does not call for any registration with Competent Authority and this bidder is eligible to be considered.

Date : _____ Signature : _____

Place : _____ Name of the Person : _____

Designation : _____

Firm Name : _____

Type-IIApplicable for bidders falling under countries sharing land border with India but currently lines of credit facility is not extended to that country

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is from such a country and currently lines of credit facility is not extended by Govt. of India to that country. Accordingly, for bidding in this particular tender, bidder need to be registered with DPIIT. In this regard, the required formalities have been completed and the bidder has registered with Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. Our registration details are indicated below.

Competent Authority Ref. No. : _____

Registration No. & Date : _____

Name of the Company : _____

Registration valid upto : _____

(Copy of the certificate enclosed)

Date : _____ Signature : _____

Place : _____ Name of the Person : _____

Designation : _____

Firm Name : _____