

HINDUSTAN AERONAUTICS LIMITED
TECHNICAL BID (EVALUATION ON LINEWISE BASIS)
Tender Ref: NK-2525-593-MP-E-28510

NAME OF THE BIDDER				
SL No	PART NO	DESCRIPTION	QTY	UNIT OF MEASUREMENT
1	710801400003	CRASH FIRE TENDER	1	SET

Sr No	TECHNICAL Specifications	Compliance Yes/No
1	PURPOSE : This is highly specialized Aerodrome Rescue and Fire Fighting Vehicle capable of reaching to the Aircraft crash site as per ICAO standard.	
2	APPLICABLE STANDARDS: Design construction features, materials and equipment and interpretation of terminology of specification of Air Field crash tender shall be in accordance with	
	a. Airport Service Manual – Part –I, DOC No 9137-AN 1899 with latest applicable amendments.	
	b. Indian Standard IS 951.1987 (Functional requirements for Airfield Crash Tender)	
	c. National Fire Protection Code 414 edition 2001.	
	d. Euro Norms with respects to emission level.	
3	BASIC REQUIREMENTS:	
	a. Capacity of water tank: min 10000 Ltrs.	
	b. Capacity of AFFF tank: min 1200 Ltrs.	
	c. Auxiliary Foam Compatible: DCP (250 Kgs)	
	d. Overall Size should match the vehicle requirement	
	e. Drive: All Wheel Capability (Configuration 6 X 6)	
	f. Gross Vehicle Weight (Fully loaded, slatted, equipped): 33000 Kgs Max uniformly distributed	
	g. Center of Gravity: kept as low as possible	
	h. Tilt Angle/ Stability: 28/ 30 degree on static condition in both ways	
	i. Steering: Right Hand Steering is mandatory.	
	j. Angle of Approach: min 30 Degree	
	k. Angle of Departure: min 30 Degree	
	l. Inter axle Clearance Angle : 12 degree	
	m. Underbody Ground Clearance: at least 600 mm	
	n. Under axle clearance FA/RA: at least 350mm/350mm.	
	o. Slide Slope : 20 % on both sides	
	p. Grad ability: Min 35 % of dry pavement of minimum speed of 1.6 Km/Hr	
	q. Turning Circle Radius: 12 M minimum	
	r. Fordability : 600 mm	
	s. Articulation: 300 mm	
	t. Braking to a stop from a speed of 32 Kms / hr. with full load-0 in less than 10 M. (Parking brake performance as per NFPA/ICAO requirement).	
	u. Pre moulded structures made of preferably ABS (acrylic based synthetic plastic) to be used for weight reduction of accessories and fittings.	
4	ENGINE :	
	a. Engine : turbo charged, air-cooled 4-cycle Diesel Engine/ EURO-3 emission ratio compliant (latest design).	
	b. Engine Output : sufficient to perform output requirement specified herein min 400 BHP at 2100 rpm (min).	
	c. Acceleration : min 80 Km/hr in less than 40 seconds with fully loaded condition.	
	d. Top Speed : min 105 Km/hr	
	e. Response Time: Max 120 second for a distance of 2.8 Km with three 90 degree turn	
	f. Cooling System : To avoid overheating of engine under tropical condition	
	g. Fuel tank Capacity : Sufficient to provide for min 2 Hrs pumping at rated capacity	
	h. Engine Starting System : 24/12 volts and minimum 30 Ampers	
	i. Positive Operation of Radio Equipment: By way of radio separation of electrical system	
	j. Recharging of Battery : Both in battery charger while mobile and AC receptacle on ground	
	k. Exhaust: To be located far away from pump operating position	
	l. Service Brake: All wheel type with split circuit	
	m. Towing eye/ hook : 1 at front and 1 at rear	
	n. Power take off : Engine department. Power to be operated by vehicle engine through suitable power take off.	
	o. Transmission : Fully automatic transmission with torque converter along with feature of manual gear shift	
	p. Steering : Right Hand Side Ram-assisted power steering system.	
	q. Wheels: single wheel type	
	r. Tyres : with tubes or tubeless	
	s. Crew cabin : driver + 5, single cab made by manufacturer of vehicle having four doors.	
	t. Access doors : easy accessible to engine , pump, foam proportioner system, battery storage, fluid reservoir	
	u. Ground sweep / under truck nozzle: 6 Nos with foam solution discharge to protect under side of the vehicle.	
5	TANKS : WATER	
	a. Capacity : Min 10,000 ltrs (according to NFPA 414 should be provided).	
	b. Filling : self refilling from pump	

	c. Position of outlet: To allow 75% rated capacity at position	
	i) 20%side slope	
	ii) 30% ascending	
	iii) 30%descending	
	d. Top fill cum manhole: Dia 450mm min including strainer	
	e. Inscription on man hole cover: water	
	f. Filling capacity: 2 sets of water filling connection one on left and another on right with a non return valve.	
	g. Overflow pipe: 50 mm dia minimum	
	h. Tank material: made of polypropylene (PP) or Glass fiber reinforced polyester (GRP).	
	i. Baffle plates : longitudinal and transversal are required.	
	j. Foam Filling Pump (24 VDC) built-in to fill foam tank from external source(i.e. drums) including pickup hose and flushing devices.	
6	TANKS: FOAM :	
	a. Material of Tank: made of polypropylene (PP) or Glass fiber reinforced polyester (GRP).	
	b. Capacity of Tank: Min 1200 Ltrs or 12% of water capacity.	
	c. Filling: Top dish with funneling arrangement to fill from 20 Ltrs drum with the help of pump	
	d. Spillage/ surging/ frothing : not allowed during accelerating/ braking / concerning	
	e. Venting System: To be separately attached to the tank	
	f. Top fill cum manhole: 450mm dia min	
	g. Inscription on manhole cover: FOAM	
	h. A Foam Filling Pump (24 Volt DC) built in to fill the Foam Tank from the external source (i.e. Drum) including pickup hose and flushing devices.	
7	FIRE PUMP :	
	a. Delivery/Discharge rates: For Low pressure Min 6000 LPM at 10 bar and for high pressure 350LPM @ 40 bar with 03 meters lift.	
	b. Type: Multi stage multi pressure Centrifugal Fire Pump, midship mounted	
	c. Primer: automatic for suction lift of 7 mtrs within 30 sec.	
	d. To be compliance with NFPA 1901.	
	e. Body and impeller made of bronze.	
8	FOAM PROPORTIONER SYSTEM:	
	a. Foam quality standard: AR-AFFF 3 x 6 % Alcohol Resistant Foam (ATC), Polar Solvent Resistant 3 X 6 %Type, IS 4989 (Part IV) specification	
	b. Foam production: Uninterrupted during creeping, moving.	
	c. Foam proportioner: Electronically operated / operated automatic foam proportioner with Induction ratio 1%, 3% or 6% pre adjustable standard setting.	
	d. Discharge rate/meter and % of concentration for Automatic Around the Foam System (i.e. Make- FRC Auto Foam, etc).	
9	BUMPER MONITOR: BUMPER MONITOR WITH SUITABLE CONTROL PANEL	
	a. Location: Front Bumper of the cabin	
	b. Operation: Air Aspirated Electric Roof with joystick control & position indicator and manual override from inside cabin by either driver or crew members.	
	c. Spray and Jet Mode, Dual discharge, auto oscillation.	
	d. Operation of Monitor: Elevation 0 to 135 deg. Depressed discharge +90 to - 45 degree Rotation: 180 degree	
	e. Discharge reach in still air: straight stream Min 46 mtrs	
	f. Yield (min): min 1140 LPM.	
	g. To be compliance with NFPA414 FAA Requirements.	
	h. Feature of Autostov and position indicator on the cabin crew control panel.	
10	FOAM MONITOR: ROOF MONITOR WITH SUITABLE CONTROL PANEL	
	a. Location: Roof of the cabin	
	b. Operation: Air Aspirated Electric Roof with joystick control & position indicator and manual override from inside cabin by either driver or crew members.	
	c. Spray and Jet Mode, Dual discharge, auto oscillation.	
	d. Operation of Monitor: Elevation 0 to 45 deg. Depressed discharge 0 to 15 degree Rotation: 270 degree	
	e. Discharge reach in still air: straight stream Min 80 mtrs. Width of stream 10.6 mtrs, Dispersed stream 18.2 mtrs	
	f. Yield (min): 5700 LPM in high flow and 2900 LPM in low flow mode.	
	g. To be compliance with NFPA414 FAA Requirements.	
	h. Feature of Autostov and position indicator on the cabin crew control panel.	
11	HANDLINES	
	a. Numbers: 2 Nos for High pressure water (30 to 40 bar) dia 2/3" X 20 meters through hose reels (one on each side) with pistol grip type multipurpose(jet& spray) nozzles having Selectable flow rate(50-100-150-230 LPM). : 2 Nos for DCP (one on each side) with flat hose (30 meters) and pistol type discharge gun. : 2 Nos (one each side) for normal pressure (10 to 15 bar) with 63mm Instantaneous coupling to connect with Fire Delivery Hoses.	
	b. Discharge rates: 400 ltrs/min for water through hose reel and 2.25 Kg/sec for DCP	
	c. Control: Pneumatic ball valve type from each cabin + additional manual control	
	d. Hose dia / length/ range for hose reel: Hose inside dia not less than 19 mm / not less than 30M / 20M range.	
12	DRY CHEMICAL POWDER SYSTEM (SUPPLEMENTARY EXTINGUISHING AGENT)	

	a. No. of cylinders : 2/1 (one on each side) in case two vessels/ single DCP vessel	
	b. Capacity : 2X125 Kgs Or 1X250 Kg for DCP vessel.	
	c. Location : suitably mounted in the storage locker.	
	d. Propellant gas: Dry Nitrogen in cylinder	
	e. Discharge Rates: 2.25 Kgs/sec	
	f. DCP type: Foam compatible Dry Chemical Powder.	
13	CONTROLS IN CABIN	
	a. Engine throttle control	
	b. Pressure Gauge (25kgf/cm ²) of pump	
	c. Electronic water and foam level indicators.	
	d. Electronic controlled Auto Foam System control with discharge rate/meter and % of concentration for Automatic Around the Foam System (i.e. Make- FRC Auto Foam, etc).	
	e. Monitor operation pneumatic pressure air control	
	f. Auxiliary air control	
	g. Engine revolving control – RPM meter	
	h. Engine temperature lubricating oil temperature gauge	
	i. Engine oil pressure gauge	
	j. Battery charging meter- Ammeter	
	k. Air pressure gauge for braking system	
	l. Fuel tank content gauge	
	m. Odometer	
	n. Speedometer	
	o. Engagement indicator (power take off).	
	p. Microprocessor based software controlled centralized pneumatic valve control panel with necessary LCD display (i.e. VISTA IV Display, Make-Weldon/Akron, V-Mux Multiplex System etc) for confirmation of all valve operation (opening/closing), Pressure gauge, sliding door opening closing.	
	q. GPS Navigation Unit, touch screen	
14	ADDITIONAL ACCESSORIES FITTED ON VEHICLE	
	a. Siren: Electrically operated 24V	
	b. Fog temp: Two nose on front side	
	c. Reversing light: To assist reversing	
	d. Airfield obstruction marking lamp (Orange color)	
	e. Revolving beacon lighting Bar(Blue color)	
	f. Wind screen wiper	
	g. Search light (mounted on RH side of cabin)	
	h. Spot light (mounted on center of cabin roof top and controlled by remote control from inside cabin crew)	
	i. VHF and Air band Transceiver Sets (one each)	
	j. Trafficator	
	k. Trickle battery charger (with auto quick release plug / socket arrangement, 5M HT cable, 10MLT end high current cable)	
	l. Public Address System.	
	m. External compressed air supply system mounted on rear side.	
	n. Reverse camera with screen in the cabin activated automatic when reverse gear is engaged.	
	o. Two LED Flash Lights mounted on the front radiator grill and 02 Nos LED Flash Lights mounted at the rear, working under the same cabin roof light switch.	
15	ADDITIONAL ACCESSORIES (KIT)	
	a. PVC suction hose 100mm dia 2.5 mtr legth-, qty – 4 Nos	
	b. Suction strainer (foot valve strainer), qty-1 Nos	
	c. SS Suction basket strainer, qty 1 Nos	
	d. Suction wrenches qty 2 Nos	
	e. Non percolating permaline type rubber hose with dia 63mm and length 30 mtrs with instantaneous GM/Alloy male and female couplings type-II/Type-B qty- 10 length	
	f. Akron make Multipurpose control branch pipe with male instantaneous coupling, qty –2 Nos	
	g. Self contained portable emergency light working on rechargeable battery, LED type qty 4 Nos	
	h. Quick release knife- IS 5486, qty-6 Nos	
	i. 16mm diameter made by polypropylene rope length 30 M, quantity 1 no.	
	j. Portable first aid box, qty 1 No.	
	k. Foam Making branch pipe FMBP (10X). qty 2 nos	
	l. Proximity suit (Bristol Type), qty 18 nos	
	m. Rubber gloves (22000V resistance) IS: 36500, qty 3 pairs	
	n. Fireman helmets with visors (normal and reflective glasses), MSA (Gallette) qty 6 nos	
	o. Fast Battery Charger ,Single phase, 12-24 V/ 60 AMPS	
	p. Axe standard insulated for 20000 V- 2 no, axe suitable for 20000 V- 2 Nos.	
	q. Bolt cutter –1 no	
	r. Wrench adjustable- 1 no	
	s. Ex- hand search light with charger-02 Nos	
	t. Fire blanket 160 X 200 cm – 1 No	
	u. Multipurpose petrol driven circular saw- 1 No.	
	v. Collapsible stretcher	
	w. Portable backpack type water mist System as per EN(i.e. AFT) - 10 Ltrs capacity.- 6 no.	
	x. Standard tool kit.	
	y. Extension Ladder : 2 section 10 M light alloy	
	aa. SCBA Set-06 nos	

16	SPECIAL FEATURES:	
	a. Automatic lubrication system	
	b. 2 X 250 high pressure- Sodium lamp with remote control: 2 Nos High Mast Sodium Light of power of 250 Watt each fitted on hydraulic / pneumatics & manually operated telescopic tower (min height 7 meters from the ground level) . The control of the unit should manually as well as remote control.	
	c. Complete set of rescue tools: Complete set of rescue tools cover the following rescue equipments as per ICAO Standard: i) SOS Rescue Kit includes hammer, extension and insertion for jimmy provided with nail drawer, spade blade, axe blade provided with saw blade and one cutter suitable for metal sheet, provided with a saw blade and knife. ii) Hydraulic shearing machine & hydraulic spreader machine along with hydraulic pump with all necessary its accuracies like hydraulic hoses. iii) Pneumatic lifting bags of lifting capacity min 39.50 Tons (qty-02 Nos) with all accessories like pneumatic hosed set of adopters, pressure regulator, air cylinders, duel controller etc.	
	d. External power supply drive end plug for 220 V.	
	e. The crew cabin should be single cabin having 04 doors preferably from chassis manufacturer.	
	f. Rear Cabin Crew seats shall have seats withholders for SCBA sets integrated into the back rest.	
	g. Bodywork: Stainless steel frame with aluminum glued panels. Anodized Al checkered plate. Rear roof access ladder. Flippable side footsteps for easiness to access to side lockers.	
17	ACCEPTANCE TEST:	
	a. Road Performance Tests: As per NFPA/ICAO at manufacturers works with creation of full facilities road test for acceleration, maximum speed and braking efficiency, articulation check for all axels to verify and ensure structure soundness	
	b. Stability Test: at manufacturers works with full load and appropriate usage condition.	
	c. Gradability Test: with fully loaded condition at manufacturer's side.	
	d. Pump Performance Test : Pump test to check rated output at varying pump pressures and to check increase in the temperature of engine oil and lubrication oil. Primer Test: to check time required (30 seconds) for vertical lift of 7 M using 100 mm dia. Suction hose.	
	e. Foam induction / discharge rate confirming to IS specification Expansion rate - 1 : 8	
	f. Vehicle dimension measurement.	
	g. Physical verification of various capacities of tanks for Water, Foam, DCP etc.	
	h. As per check list	
18	MANUFACTURERS MARKING ON METALLIC PLATE	
	a. Manufacturers name and trademark	
	b. Year of manufacture	
	c. Serial No	
	d. Pump Capacity (Ltrs/min) and Pump no.	
	e. Water tank / foam tank capacity	
	f. Chassis model and serial no. and suppliers address	
	g. Instructions plate on each control panel for each reference of the driver/ operator	
19	GENERAL CONDITION:	
	a.a. The vendor shall offer only chassis with engine which has authorized dealer in India in case imported vehicle / OEM in case of Indian Manufacturer for getting better and easy after sale support/awarding AMC. In support of this, Vendor shall provide the details of Authorized dealer/OEM in India with tender documents. If authorized dealer/OEM is not available in India for offered chassis, the offer will be rejected.	
	b. Supplier should supply 1 set of manuals as follows along with tender	
	c. Operators manual with technical disciplines, layout drawings, illustrations, performance, capabilities, precaution, maintenance airfield repair instruction on lubrication schedule period, fault finding notes, storage and warnings	
	d. Parts manual fully exploded and illustrated details of superstructure/ sub assemblies, spares for each units, brought out item and sources of supply	
	e. Repair manual fully illustrated repair/ overhaul illustration, tolerance for fitting, tools and procedures for dismantling and reassembly	
	f. Vendor should have supplied Crash Fire Tenders in similar nature in India of Qty Min 20 Nos.	
	g. Spares parts list(with cost) for 2 years maintenance support	
	h. Details of tools for maintenance/ repairs/ overhaul.	
	i. i. The manufacturers shall guarantee the materials, workmanship and operation for a period of 24 months plus 5 Years of After Sale Support (CAMC) from the acceptance of HAL site.	
	j. Practical operation training to certain assemblies of specialized nature to be arranged	
	k. The supplier shall provide a list of customers with details to whom such equipment was supplied during past 3 years.	

20	ANNUAL MAINTENANCE CONTRACT (Comprehensive)(Optional):	
	Party is required to quote rate separately for Comprehensive Annual Maintenance Contract (CAMC) for complete Crash Fire Tender applicable after expiring of the warranty/ guarantee period which shall includes periodic maintenance / servicing, attending emergency breakdown, all preventive maintenance visits (Indian/foreigner) etc including all spares and consumable as per OEM recommendations. Comprehensive Annual Maintenance Contract (CAMC) should includes chassis part i.e. engine, gear, deferential, PTO, tyres, electrical etc and superstructure part i.e. fire pump, monitors, pneumatic controls, high mast lights, etc.	
21	INSPECTION:	
	a. PDI (Pre dispatch inspection) at Manufacturer's site.	
	b. Final inspection/ acceptance at HAL site.	
22	INSTALLATION/ COMMISSIONING AND TRAINING:	
	Free installation/ commissioning/ documentation. Training of crew members at HAL site free of cost.	
23	RTO CLEARANCE:	
	Party shall complete all the formalities of Regional Traffic Office (RTO) Registration in the name of General Manager, HAL Ojhar. Hence all charges i.e. Octroi, Entry Tax, Road Tax, Insurance Charges, Emission Test Certificate etc applicable for Registration shall be borne by the Suppler. The Crash Fire Tender shall be delivered to Nasik with Temporary Registration Number which shall be converted in Permanent Registration Number by the Supplier at HAL Nasik site.	

OTHER TERMS AND CONDITIONS

Sl. No.	TERMS & CONDITION	DESCRIPTION	Compliance Yes/No
1	Installation and Commissioning	By the Supplier or his authorized representative within one month from the date of receipt at HAL site.	
2	Final Inspection	At HAL works after receipt, commissioning and successful prove out.	
3	Warranty	Minimum 12 months from the date of acceptance at HAL works or 18 months from the date of dispatch, whichever is earlier.	
4	Documents	Documents such as material test certificate and Maintenance manuals to be provided.	
5	Compliance Certificate	The Supplier should furnish a compliance certificate as per the format enclosed indicating compliance to the tender specifications. Wherever offer deviates from the tender specifications, same should be brought out clearly indicating the nature / extent of deviation(s)	
6	Technical and Priced Offers	The offer should be forwarded in two separate sealed covers - one containing Technical offer and the other Priced offer. Technical and Priced offers should be identical in all respects except	
7	Incomplete Offers	HAL reserves the Right to reject, either fully or partially, any offer without assigning reasons	

8	Payment term	No advance payment will be made. Our standard payment term is "Full payment within 30 days after receipt and acceptance of material at HAL premises".	
9	Liquidated damages	Delivery quoted should be firm. In case of delay in delivery of material or delay in commissioning, HAL reserves the right to collect the sum of 0.5% per week or part thereof, subject to a maximum of 10% as HAL's claim towards liquidated damages on undelivered/unexecuted part of the order.	
10	Taxes & Excise Duties	Please intimate us whether any taxes or duties are leviable for the items offered. If so, percentage thereof may please be specified in the quotation. The clauses such as Taxes as applicable will not be considered. Please note that unless the rates at which the GST is to be chargeable is shown in your quotation, claim for GST will not be entertained later and HAL will assume that the rates quoted are inclusive of GST.	
11	IMPORTANT	HAL is not bound to accept the lowest quotation and reserves the right to accept/reject whole or part of the quotation or part of quantity offered and supplier must supply the same at the quoted rate.	
DELIVERY SCHEDULE in weeks / months WITHIN 04 MONTHS AFTER ISSUE OF PURCHASE ORDER			
PAYMENT TERMS (No advance payment will be made. Our standard payment term is "Full Payment on receipt & acceptance of material at HAL's premises within 30 days through RTGS. All Bank charges to Supplier's account.")			
VALIDITY OF QUOTE Mention date (Minimum 120 days from due date)			
Most Important : Original copy of EMD documents should reach on or before tender opening date & time to the below mentioned address. Late receipt of EMD document will summarily disqualify the bid. AGM-IMM-AOD Hindustan Aeronautics Limited, Post-Ojhar(MiG),Tal- Niphad,Dist-Nasik Maharashtra. Pin code-422207 (Office Contact- 02550-271961)			
Security Deposit: (Refer Format Enclosed with Bid) Security Deposit: Bidders will be required to submit the Security Deposit equivalent to 5% of the total 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/Bank of International repute (for foreign vendors) which shall be valid up to 60 days after the completion of contract period/ last supply. Security Deposit will bear no interest. In case the supply order/ contract is 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 vendor settles all claims and complete such obligations.			
Performance Bank Guarantee (Refer Format Enclosed with Bid) Vendor shall furnish a Performance Bank Guarantee (PBG) 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/ Bank of International repute (for foreign vendor) 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. 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).			

<p>In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.</p> <p align="center">(Refer Format Enclosed with Bid for declaration certificate)</p>	
<p>Whether Bidder is Manufacturer (OEM) of parts / items quoted above confirm & If bidder is OEM then mention make & model no by attaching technical catalogue.</p>	<p>Yes / No</p>
<p>Integrity Pact: Bidder shall submit duly signed Integrity Pact (Either Standalone IP or Omnibus IP) on or before tender due date and time, strictly as per the format (without any material change / deviation) enclosed with the RFQ.</p>	

Integrity Pact:

- i. Bidder shall submit duly signed Integrity Pact (Either Standalone IP or Omnibus IP) on or before tender due date and time, strictly as per the format (without any material change / deviation) enclosed with the RFQ.
- ii. Bidder can select Either Standalone IP or Omnibus IP for signing with HAL.
- iii. Bids / offers without duly signed Integrity Pact (Either Standalone IP or Omnibus IP) will be summarily rejected and will not be considered for further evaluation.
- iv. Duly signed Integrity Pact (Either Standalone IP or Omnibus IP) with any material change / deviation (from HAL's approved format) will not be considered and Bids / offers having such Integrity Pact will be summarily rejected.
- v. If you have already submitted omnibus IP against HAL's previous tender then need not required to submit fresh IP. However requested to mention previous tender reference No.
- vi. All pages to be initialed by Buyer and Bidder / Seller.
- vii. Independent External Monitors (IEM) has been appointed by the Central Vigilance Commission, a statutory body and not by HAL. Name and E-Mail ID of IEM for this RFQ/Indent is as below.

Name: Shri Gangaram Aloria, IAS (Retd.)

E-mail ID: aloriag@yahoo.co.uk

Name: Shri Rajiv, IPS (Retd.)

E-mail ID: shreerajiv1975@gmail.com

- viii. The bidder is required to submit his bids/offers and duly signed Integrity Pact in original (Either Standalone IP or Omnibus IP) directly to HAL Nashik at following address, and not to IEM.

Addl. General Manager (IMM-OH)
Hindustan Aeronautics Limited, Aircraft Overhaul Division
Ojhar, Nashik-422207, Maharashtra, India
Fax No: +91-2550-274886,
Ph No.: +91-2550-273149

- ix. The bidder may approach the IEM nominated only for Integrity Pact related issues. Bidders may seek all clarification on specific Tender/RFQ/NIT related queries on-line only from (Contact Person) within the specified period at the following contact details.

Address of the Division/Dept.:

To,

Addl. General Manager (IMM-OH)
Hindustan Aeronautics Limited, Aircraft Overhaul Division
Ojhar, Nashik-422207, Maharashtra, India
Fax: +91-2550-274886
Phone No.: +91-2550-273149/275840.

Contact Person : M. H. Kokitkar (Addl. General Manager, IMM-OH)

Alternate Contact Person : Dinesh Shimpi (Sr. Manager, Purchase-OH)

E-Mail : dinesh.shimpi@hal-india.co.in

Tel: +91 2550-271961

- x. The Integrity Pact submitted with this RFQ will be the part of Contract for successful bidders.
- xi. The Integrity Pact will be applicable for successful bidder till the conclusion of the Contract i.e. the final payment or the duration of warranty / guarantee

Omnibus IP Ref. No.:.....

Omnibus Integrity Pact

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 (Name or category of the Equipment, like Aircraft Parts/ Avionic Items/ Accessories etc), hereinafter referred to as Stores 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/ Seller and the second party, is willing to offer/ has offered the Stores and/or Services and/or Works.

2. Whereas the Bidder/Seller 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/Seller 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 Stores/ or Services and/or Works and the Bidder/Seller is willing to offer/ has offered/ will offer the Stores/ or Services and/or Works under laid down organizational procedures intending to enter into contract/s for supply/ purchase etc of all such items/products/Stores and/or Services and/or Works including 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 Buyer has decided that an Omnibus Integrity Pact (Omnibus IP) can be signed with Bidder/Seller, which will avoid taking multiple approvals, from both sides for signing IP for individual tender/contract. Bidder/Seller and Buyer are entering into this Omnibus IP for covering all tenders/contract/agreements/Purchase Order etc., between the Bidder/Seller 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 will appoint 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

¹¹² (Annexure-24A is newly included vide Letter ref. HAL/CD/617(IP)/2017/466 Dt. 22-12-2017)

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 Bidders/Sellers 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 The Bidder(s)/Seller(s) shall ensure compliance of the provisions of this Omnibus IP by its sub-supplier(s)/ sub-contractor(s), if any. Further, the Bidder/Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s)/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/Bidder confirms and declares to the Buyer that the Seller/Bidder 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 Stores/ 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/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller/Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of the respective contract/ purchase order, the Seller/Bidder 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/Bidder who shall in such event be liable to refund to the buyer, all Agency Commission payments to the Buyer made by the Seller/Bidder 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/Seller 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 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/Seller makes incorrect statement on this subject, Bidder/Seller 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

Bidders / Sellers 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/Seller in the tender process & exclusion from future contracts.
 - ii) To debar the Bidder/Seller 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/Seller for damages, if any. Subject to Clause 5.4, any lawful payment due to the Bidder/Seller 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/Seller to the extent of the undelivered Stores and/or Services and/or Works.

- 8.2** If the Buyer obtains knowledge of conduct of a Bidder/Seller or of an employee or a representative or an associate of a Bidder/Seller 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/Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and/or Services and/or Works.
- 9.3** The Seller/Bidder shall also be liable to refund to the Buyer, the Agency Commission/ payments made by the Seller/Bidder 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/Seller 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 provide a copy thereof, along with 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).

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).

10.6 The report of enquiry, if any, made by the Independent External Monitor(s) shall be submitted to CMD, HAL within 2 weeks, 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 an 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/Seller 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/Seller) and at _____on_____ (Buyer)

BUYER

BIDDER / SELLER

Signature:

Signature:

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

Authorized Signatory (*)

Date:

Date:

Stamp:

Stamp:

Witnesses

Witnesses

1. _____

2. _____

1. _____

2. _____

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

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 (Name or category of the Equipment, like Aircraft Parts/ Avionic Items/ Accessories etc), hereinafter referred to as Stores 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/Seller and the second party, is willing to offer/ has offered the Stores and/or Services and/or Works.

2. Whereas the Bidder / Seller 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/Seller shall hereinafter be individually referred to as “Party” or collectively as the “parties”, as the context may require.

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract/s for supply/purchase/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. The Buyer values and takes primary responsibility for values 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).

In order to achieve these goals, the Buyer will appoint 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

¹¹³ (Annexure–24B is newly included vide Letter ref. HAL/CD/617(IP)/2017/466 Dt. 22-12-2017)

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 Bidders/Sellers 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. The Bidder(s)/Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s)/ sub-contractor(s), if any. Further, the Bidder/Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s)/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/Bidder confirms and declares to the buyer that the Seller/Bidder 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 stores 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/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller/Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract/purchase order, the Seller/Bidder 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/Bidder who shall in such event be liable to refund to the buyer, all agency commission payments made by the Seller/Bidder 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/Seller 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/Seller makes incorrect statement on this subject, Bidder/Seller 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
Bidders/Sellers 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, 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/Seller with the tender process & exclusion from future contracts.
 - ii) To debar the Bidder/Seller 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/Seller for damages, if any. Subject to Clause 5.4 any lawful payment due to the Bidder/Seller 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/Seller to the extent of the undelivered Stores and/or Services and/or Works.
- 8.2.** If the Buyer obtains knowledge of conduct of a Bidder/Seller or of an employee or a representative or an associate of a Bidder/Seller 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/Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and/or Services and/or Works.
- 9.3.** The Seller/Bidder shall also be liable to refund to the Buyer, the Agency Commission/ payments made by the Seller/Bidder 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 provide a copy thereof, along with 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).
- 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).
- 10.6. The report of enquiry, if any, made by the Independent External Monitor(s) shall be submitted to CMD, HAL within 2 weeks, 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/Seller 12 months after the last payment under the contract, and for all other unsuccessful Bidders/Sellers 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/ Seller 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/Seller) and at _____ on _____ (Buyer)

BUYER

BIDDER / SELLER

Signature:

Signature:

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

Authorized Signatory (*)

Date:

Date:

Stamp:

Stamp:

Witnesses

Witnesses

1. _____

1. _____

2. _____

2. _____

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

Instructions for EMD

1. In case EMD is specified as Bank Guarantee, the same is to be submitted in the form of irrevocable Bank Guarantee from the scheduled Banks valid for 28 days beyond the validity of the Bid. The EMD can also be paid through WIRE / SWIFT transfer, the proof of which shall accompany the bidder's offer.
2. Offers not accompanied with requisite amount of EMD or EMD not submitted in the specified form shall be summarily rejected.
3. EMD will not carry any interest for the period it is retained with HAL EMD shall be forfeited if a tenderer withdraws, amends, impairs, and/or derogates from tender within validity.
4. The Bidders should indicate the reference & details of submission of EMD in their technical offer. In case of e-tender, the EMD in the form of hard copy in original to be sent by post/ courier /personal delivery to reach the concerned Division prior to the scheduled closing time for the tender. The copy of such documents/office should attach in the technical bid of the e-tender. In case the EMD document does not reach tender issuing authority by the time of closing of the tender, the offer will not be considered for evaluation. In case WIRE/SWIFT transfers the transaction code is to be mentioned in the technical bid.
5. In case technical bid does not contain instrument towards EMD, offer will be considered as unresponsive and rejected.

Beneficiary BANK Details

BANK ACCOUNT NO :00000010825556319

A/C NAME: HINDUSTAN AERONAUTICS LIMITED

RTGS/IFSC CODE OF BANK :SBIN0001196

MICR CODE---422002011

AC TYPE—CASH CREDIT (CC)

ADDRESS OF BANK

STATE BANK OF INDIA

OJHAR BRANCH

H A L TOWNSHIP,

NASHIK, DISTT. NASIK

MAHARASHTRA 422206

ANNEXURE - 23E**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 for procurement of _____.
2. We _____ (Name of the Bank), (hereinafter referred to as the "Bank"), do hereby undertake to pay to HAL on demand within 3 (three) working days 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.

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)

ANNEXURE - 23C

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/ Supplier(s)"] from the demand, under Agreement/Contract/Order No. _____ dated _____ (hereinafter called "the said Agreement" said Contract/ said Order), made between _____ and _____ for _____ (indicate the scope of supply) of security deposit for the due fulfillment by the said Contractor/Supplier(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/supplier(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/ supplier(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 the amounts due and payable under this guarantee without any demur, merely on demand from HAL within fifteen (15) days of such demand 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)/supplier 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)/ supplier(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/supplier(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)/supplier 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/supplier(s) or for any forbearance, act or omission on the part of HAL or any indulgence by HAL to the said Contractor/supplier(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)/Supplier(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)/ supplier and accordingly discharges this guarantee.

7. This Bank Guarantee shall be governed by and constitute in accordance with Indian Law and shall be subject to exclusive Jurisdiction of Indian Courts.
8. Dated the _____ day of _____ for _____ (indicate the name of the Bank)

ANNEXURE - 23D

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/Supplier(s)"), for _____ (indicate the scope of supply).
2. Whereas under the terms of the said Agreement/Contact/Order, the contractor/Supplier 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/supplier(s)] do hereby undertake to pay to HAL an amount not exceeding _____ (indicate the amount in Rs/ Foreign Currency) on the failure of Contractor/Supplier 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 the amounts due and payable under this guarantee without any demur, merely on demand from HAL within 10 days of such demand 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)/supplier(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/supplier(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/Supplier(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/Supplier(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/Supplier(s) or for any forbearance, act or omission on the part of HAL or any indulgence by HAL to the said Contractor/Supplier(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)/Supplier(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. This Bank Guarantee shall be governed by and constitute in accordance with Indian Law and shall be subject to exclusive Jurisdiction of Indian Courts.
11. Dated the _____ day of _____ for _____ (indicate the name of the Bank)

DECLARATION CERTIFICATE FOR PROCUREMENT OF GOODS & SERVICES

Tender Ref. No.: _____ & Date: _____

To,
_____ Division

Type-I

Applicable 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 :

Place :

Signature

Name of the Person

Designation

Firm Name

Annexure-II A

DECLARATION CERTIFICATE FOR PROCUREMENT OF GOODS & SERVICES

Tender Ref. No.: _____ & Date: _____

To,

_____ Division

Type-II

Applicable 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

[Note: Also applicable to Transitional Case]

HINDUSTAN AERONAUTICS LIMITED

AIRCRAFT OVERHAUL DIVISION NASIK

TENDER CONDITIONS / INSTRUCTIONS FOR FILLING THE TENDER

1) Price :

The bidder is required to indicate prices against individual items.

a) Price quoted must be on F.O.R. Destination basis, for delivery at HAL Stores inclusive of all charges including transit insurance.

b) In case of imported item is quoted by bidder, the prices quoted should be in the currency of the country of supply. HAL reserves the right to avail Custom duty exemption on imported item. To avail the exemption, HAL will provide Custom duty exemption certificate (if applicable) to the Bidder. Bidder shall submit the invoice of foreign supplier prior to release of custom duty exemption certificate by HAL. Bidder is advised to quote both the rates (with custom duty exemption and without custom duty exemption). HAL reserves the right to select any of the option for commercial evaluation and ordering.

c) Tenderers should clearly mention whether the prices hold good when the full quantity of enquiry is not ordered but only a part of it. Unless otherwise mentioned, it would be assumed that the rates hold good even when lesser quantities than those enquired of are ordered. Any increase in prices at a later date for ordering lesser quantities will not be agreed to.

d) In case of High Sea Sales- Supplier needs to provide / disclose the name and address of the OEM / Foreign Supplier to HAL prior to supply. The goods to be Custom cleared and delivered on "F.O.R. HAL Oihar, Nasik" basis by the supplier.

e) In case of limited, single, proprietary tender, the tender received from authorized dealer / distributor / channel partner to whom RFQ was not sent, will not be accepted, if the tender is not accompanied with the Ink signed authorization letter from the vendor to whom RFQ / tender enquiry was issued. The same is to be mentioned in writing on bid envelope also.

f) Bids received in different currencies will be converted to single currency i.e INR (Indian Rupee)

2) Taxes :

a) In respect of Foreign bidders, bidders has to bear all taxes, duties and levies payable in their country and

HAL will bear all statutory levies other than withholding tax and service tax payable in India.

b) Withholding Tax : HAL would be deducting at source Income Tax as per Government of India Rules applicable at the time of making payments in respect of services rendered in India.(Generally on the amounts towards services like training, technical assistance offered by the bidder and license fees). As per

the Rules, Income tax has to be borne by the recipient of the Income and relevant certificate to this effect

will be issued to the bidder on deduction of such amounts if applicable.

ii) Bidder should bear the applicable withholding income tax in India. Tax would be deducted at source by HAL as per DTAA where the bidder could claim the benefit of double taxation in their country as per the bilateral agreement between the two countries. Certificate to this effect would be issued by HAL to enable

TENDER CONDITIONS / INSTRUCTIONS FOR FILLING THE TENDER

c) GST: For Indian suppliers, Rate of GST chargeable should be clearly indicated in the offer / bid as Extra. If not indicated, HAL will assume that the rates quoted are inclusive of taxes. NO CONCESSIONAL FORM WILL BE GIVEN BY HAL. ONLY GST REGISTERED SUPPLIERS WILL BE EVALUATED FOR PROCESSING.

d) GSTIN NO: Suppliers are requested to provide the GSTIN No alongwith the bid. Also requested to mention the HSN code for all the items. Kindly upload the supporting documents for GSTIN .

3) Quantity :

a) The quotation must be in the unit in which the quantity is indicated in the enquiry. If it is otherwise, conversion data must be furnished.

b) HAL reserves the right to order quantity less than indicated in the enquiry /quoted for by bidder, at the prices quoted, without any reference to the bidder.

c) For the Raw materials (in forms of bar, sheet, wires etc) (applicable for RFQs for raw material) Qty. tolerance $\pm 10\%$ acceptable.-

4) Supply of Alternative Item :

In case bidder is quoting for an alternative part number it should be confirmed that the offered part is fully interchangeable with the required part. Applicable descriptive literature/catalogue if any may please be enclosed by the bidder with offer (at least two copies).

5) Shelf Life :

Where stores offered have a limited shelf-life, kindly indicate the life involved and confirm that in the event of an order from us, only newly manufactured stores with the maximum possible shelf-life at the time of dispatch will be offered for shipment. In respect of rubber items such as seals etc., having care date, the item should not have been manufactured earlier than 6 months of dispatch.

6) Validity of the Quotation :

Price quoted should be net and unless otherwise specified should remain valid for our acceptance for a minimum of 120 days from the closing date of enquiry and the materials of offered should be kept under provisional reservation for this quotation.

7) Tender Due Date : APPLICABLE

The due date for submission of quote is as mentioned in the e-portal . Kindly note that HAL does not entertain FAX/E-mail quotations unless otherwise specifically requested by HAL in RFQ/Tender . The quotations received through E-mail or through FAX for tenders without any specific request for the same will be summarily rejected. The Due Date For submission of Quote for E-Tenders is as mentioned in e-portal .

8) Submission of Tender :

a)Response to bid through e-Procurement should be uploaded in the e-portal only.

b) Submission of tender is in TWO BID SYSTEM

c) EARNEST MONEY DEPOSIT (EMD) CLAUSE: : APPLICABLE

9) Late Tender :

TENDER CONDITIONS / INSTRUCTIONS FOR FILLING THE TENDER

a) Bid received after the due date and time specified in the tender shall be considered as late tender and will not be considered.

b) HAL will not be responsible for loss or delay in receipt of tender documents / tender in transit.

c) HAL will not be responsible for inability of vendor to upload the tender documents in e-procurement due to any technical problem in the system or internet.

d) HAL reserves the right to reject late or incomplete tender.

e) HAL will not be responsible for any delay/non receipt in downloading / receiving E-mail/Fax quotations due to technical reasons.

f) Please mention the status of your firm(e.g.- SSI, Medium Scale , NSIC etc) with supportive documents.

10) Opening of Tender : a) E-tenders will be opened on eportal.

11) Tender Evaluation:

a) Bid received in different currency will be converted to Indian Rupees. The TT selling rate for foreign currency exchange rate for conversion will be adopted as per the State Bank of India Ojhar Branch in India as on date of tender opening. In case of Two bid , TT selling rate on the date of Technical Bid opening will be considered for making price comparative statement.

b)The tender will be evaluated on line wise basis.

c) Bid with lowest price conforming to the specification (i.e.Technically accepted) will be considered for placement of order.

d) If the bidder considers that tendered quantity is small, the bidder may quote for Minimum Ordering Quantity (MoQ). Commercial evaluation with other bidders in this case will be done on totality as the $MoQ \times unit\ price = Total\ price\ (for\ MOQ\ offer)$, if MOQ offer is beyond 20% of RFQ quantity with the total price of other bidders for RFQ quantity separately for each line item.

e) If two or more bidders quote the same price, HAL reserves the right to seek revised offer from the same bidders and placing order on revised L-1 offer. If same situation prevails then HAL reserve the right to place order on any of them.

f)If the lowest bidder has not offered full quantity, for the balance quantity HAL reserves the right to source from other bidders on L1 price.

g) Conditional discounts will not be considered in evaluation of tender.

h) Applicability of the Taxes such as GST should be explicitly indicated by the bidder in his response either in percentage or in absolute terms. In the absence of this input the offer would be considered all inclusive.

i) In respect of two bid system, technical bid will be opened on the tender opening date. After technical evaluation, the Commercial bids of those bidders who are technically acceptable will be opened.

12) Others

a) Please indicate approximate net weight of each of the item and gross weight and dimension of the package to enable HAL to determine the mode of dispatch.

TENDER CONDITIONS / INSTRUCTIONS FOR FILLING THE TENDER

b) Please indicate in your tender, whether stores newly manufactured are offered. Where newly manufactured stores are offered and on inspection it is found that reconditioned stores or parts have been used, such stores will be rejected at the contractor's risk and expense.

c) Test and Quality certificates

i. Release note/ OEM certificate of conformity with physical and chemical test report is required along with the supply if any.

ii. Requested to include the Box Charges / Packing Charges / Phytosanitary regulation Charges in the unit quoted price if any. (otherwise indicate separately charges for each item)

iii. Quality and Inspection certificates as per the OEM Policy and as per Technical requirement.

d) Vendors should clearly indicate similar equipment supplied on global basis to Aircraft manufacturing industry, to any Division of HAL and other reputed/Govt customers and anywhere in India with customer's full address, telephone/telefax No., P.O. No., value and year of supply.

e) Quotation should be free from correction, over-writing, using correcting fluid etc.

f) All drawings (photo/sketches) sent by HAL should be returned with quotations, if bidder is unable to quote HAL drawings/photos/sketches should also be returned immediately along with regret letter.

g) HAL is not bound to accept the lowest or any quotation and reserves the right of accepting the whole or any part of the quotation or part of the quantity offered and bidder must supply the same at the rate quoted.

h) Vendor shall not be entitled without HAL's consent to assign or transfer to a third party all or part of the benefits or obligations under this contract.

i) HAL reserves the right of accepting the whole or any part of the quotation or part of the quantity offered and bidder must supply the same at the rate quoted.

j) Export License: Vendors should categorically confirm the availability of the export license from their government for exporting the system, vendor shall be required to obtain and maintain all export/Import licenses and permits etc as the case may be required for performing supplies against this tender.

Obtaining

~~export license shall be entire responsibility of the vendor~~

k) Quotation should accompany the detailed catalogues and literature.

TENDER CONDITIONS / INSTRUCTIONS FOR FILLING THE TENDER

l) Vendor should confirm that they are the original manufacturer of the stores referred to in this contract and has not engaged any individual or firm whether Indian or Foreign whatsoever to intercede facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially, the award of the contract to the seller nor has any amount been paid or intended to be paid to any such individual or intended to be paid to any firm in respect of any such intercession, facilitation or recommendation, vendor accepts that if it is established that the present declaration is in any way incorrect and if at any later stage it amount/commission to such individual/firm, vendor will be liable to pay the similar amount to HAL for engaging such individual/firm and making the payment as commission. In addition,

m) Please also indicate status of export permit based on the present rules/regulations of your country and normal time frame for obtaining such export permission if an order is placed on you in near future and the same should be covered within the delivery schedule indicated.

n) Vendors while submitting the proposal should categorically declare that items quoted by them are their own manufactured products and are not resold (2nd sale). Offers without such declaration are likely to be ignored.

o) Manufacturer's name and country of origin of the materials offered must be clearly specified. Complete details and illustrated literature must accompany all quotations.

p) For the Raw materials (in forms of bar, sheet, wires etc) :Requested to include the Box Charges / Packing Charges / Phytosanitary regulation Charges in the unit quoted price if any. (otherwise indicate separately charges for each item)

13) Liquidated Damages :

a) Liquidated Damages : In the event of an order, we reserve the right to collect a sum of 0.5% per week of delay or part thereof, plus applicable GST as per the act, subject to a maximum of 10% plus applicable GST as per the act as our claim-towards liquidated damages on the undelivered part of the order. In case of vendors not agreeing for LD clause, the maximum LD amount / to the extent not agreed LD value, will be loaded for commercial evaluation, to determine the Technically acceptable L-1 bidder.

b) Liquidated damages are not assessed after the date on which the work/ supply is substantially completed. Substantial completion is usually defined as the time when the construction site or the supplies delivered are capable of being used for their intended purposes. There is no predetermined percentage that will establish substantial completion and the decisions place more emphasis on the availability of the work for its intended use than on the use of formulas as to the percentage of completion of the work.

c) Excusable delay: These typically provide that if the contractor is delayed by certain specified causes that are beyond the contractor's control (e.g., supply of materials/ drawings/ tools/specifications by HAL, activities determining To etc) then the resulting delay is excused and liquidated damages will not be assessed.

TENDER CONDITIONS / INSTRUCTIONS FOR FILLING THE TENDER

14)

A) Delivery : i) Deliveries quoted should be firm (or as per the schedule if any indicated).
ii) Please confirm whether the item/equipment quoted/offered is of the shelf or to be manufactured specific to type. If the items/ equipment is manufactured specific to type bidder to quote firm delivery schedule taking into consideration of the period actually required based on the complexity of the equipment. In the event of an order HAL reserves the right to claim towards liquidated damages on the undelivered part of the order. This clause will be strictly followed by HAL. Therefore your delivery schedule should be firm and definite.
iii) If installation and commissioning of the equipment is required to be done by bidder at HAL site, bidder to indicate the period required for the above job from the date of intimation of readiness of site at HAL premises.
iv) Bidder to note that the delivery schedule should be for:
a) Period required for the delivery/ dispatch of equipment upto the incoterm destination.
b) Period required for installation and commissioning of the subject equipment after intimation from HAL about readiness of the site.
Delivery Schedule = (a + b).
Delay due to any part of delivery schedule(i.e. either "a" or "b") will attract the LD on the PO value of the delayed items.

B) DELIVERY CHARGES : kindly note that offers which are not ready to supply the equipment upto HAL ojhara store (having different delivery terms e.g. exworks/cip/cif/fob), will be subject to loading of charges as specified below as on today (these charges are subject to change as per policy from time to time as per approvals), for commercial evaluation to arrive at successful technically accepted L1 bidder.

- 1) FOR HAL OJHARA : This covers Indigenous & Foreign Consignments, CIP, CIP Mumbai. Freight & Insurance charges from Mumbai / Nashik to Ozar will be considered as **NIL**.
- 2) For Indigenous Suppliers(i.e. for Outside Maharashtra and for within Maharashtra) : **Freight Charges: 1.30% and Insurance Charges: 0.02%**
- 3) USSR & III rd Country (i.e. CIF Mumbai, FOB Airport, FCA, Ex works Foreign & Other Foreign Terms): **Freight Charges: 1.24% and Insurance Charges: 0.02%**

C) DELIVERIES, CONSEQUENCES OF BREACH:

The date of delivery stipulated in the Purchase Order shall be deemed to be the essence of the Contract, and delivery must be completed on or by the dates mentioned in the Purchase Order or the tender. Should the contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, HAL shall be entitled at their option:
a) To recover from the Contractor as per liquidated damages clause.
b) To purchase elsewhere, without notice to the Contractor on the account and at the risk of the contractor, the stores not delivered or others of a similar description (where other exactly complying with the particulars are not available), HAL's decision in this respect will be final.
c) To terminate the contract
d) In the event of action being taken under para-a & b above, the Contractor/Supplier shall be liable for any loss which HAL may sustain on the account but the Contractor shall not be entitled to any gain on repurchases made against default.

15) Inspection, Consequences of Rejection :

TENDER CONDITIONS / INSTRUCTIONS FOR FILLING THE TENDER

The goods on receipt in HAL will be subject to inspection and tests and HAL inspector's decision as regards acceptance/rejection of goods, in part or full, shall be final and binding on the parties. If any stores are rejected, HAL shall be at liberty to:

a) Allow the bidder to supply stores in replacement of those rejected within a time specified by HAL, the bidder bearing the cost of freight in such replacement without being entitled to any extra payment,

Or

b) Buy the quantity of stores rejected or other of a similar nature elsewhere at the risk and cost of the bidder without affecting the bidder's liability as regards the supply of any further consignments due under the contract,

Or

c) Terminate the contract and recover from the bidder the loss HAL may thereby incur. The bidder shall not be entitled to any gain on the repurchase,

d) Any stores rejected by HAL's Inspector must be removed by the bidder within 14 days from the date of receipt of intimation of rejection and at his own cost, failing which the bidder shall be liable to pay storage charges at 1% for each day of delay on the invoice value of the stores. If the stores are not removed within a month from the date of intimation of rejection, the stores will be liable, to be sold by HAL at the bidder's risk and responsibility and the proceeds adjusted towards storage charges. In case any payment is made against delivery and it is found that the supplied item is rejected during inspection/commissioning, contractor will be required to choose any one of the following options to collect the rejected item for replacement. Refund the amount paid and collect the item for replacement. Submit a Bank Guarantee for the amount already paid and collect the item for replacement. Bring the replacement item to HAL and collect the rejected item.

16) Terms of Payment: In the event of an order, 100% payment will be made within 30 days after inspection and final acceptance at our Stores, by RTGS or any other latest Electronic Payment remittance mode.

17) Payment Terms

Our standard payment terms is "DIRECT PAYMENT" only i.e. full payment will be made within 30 days from the date of receipt / inspection and final acceptance of the items at our site by RTGS/ NEFT. All transaction charges have to be borne by supplier, and acceptance for the same has to be there in the quotation. If no specific acceptance is there in quotation, then it will be presumed that supplier have accepted the same and no further correspondence will be made in this regard. For payment through RTGS/NEFT, you are requested to provide Beneficiary account no, Name, Address & Bank/Branch with IFSC (Interbank financial service codes) code (11 digit) in the quotation.

18) Any order, resulting from the enquiry, shall be governed by the General Terms and Conditions of Contract of HAL and any party quoting against this enquiry shall be deemed to have read and understood these terms and conditions and to have quoted subject to these terms and conditions.

19) When counter terms and conditions have been offered by a tenderer, HAL shall not be deemed to be governed by such terms and conditions unless specific written acceptance thereof has been given by HAL.

20) Any terms & conditions which has not been the part of the bid or purchase order, if put forward in subsequent correspondence, shall not be considered by HAL.

21) Disregard of any instructions, may result in your offer being ignored.

TENDER CONDITIONS / INSTRUCTIONS FOR FILLING THE TENDER

22) Canvassing by tenderers in any form including unsolicited letters on tenders submitted or post tender correction shall render their tenders liable for rejection.

23) Warranty : Minimum 12 months from the date of acceptance at HAL works or 18 months from the date of dispatch, whichever is earlier.

24) Performance Bank Guarantee : APPLICABLE

25) Security Deposit : APPLICABLE

26) POST-WARRANTY SERVICE Arrangements for after sales service and maintenance (authorized service centre) in India on site during warranty & post warranty period should be clearly indicated providing with name, address, phone, fax, contact person, infrastructure along with spare parts inventory held by your Authorized Technical service Center. The vendor to indicate the validity period of authorization for the technical service center.

27) Any order, resulting from the enquiry, shall be governed by the General Terms and Conditions of Contract of HAL and any party quoting against this enquiry shall be deemed to have read and understood these terms and conditions and to have quoted subject to these terms and conditions (Enclosed).

28) When counter terms and conditions have been offered by a tenderer, HAL shall not be deemed to be governed by such terms and conditions unless specific written acceptance thereof has been given by HAL.

29)
i) Any terms & conditions which has not been the part of the bid or Purchase Order, if put forward in subsequent correspondence, shall not be considered by HAL.

ii) Disregard of any instructions, may result in your offer being ignored.

iii) Canvassing by tenderers in any form including unsolicited letters on tenders submitted or post tender correction shall render their tenders liable for rejection.

30) PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES(MSE) : Owner reserves its right to allow Micro and Small Enterprises (MSEs) and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs, purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a MSE and a MSE owned by SC/ST entrepreneurs shall be decided based on the Net Evaluated Price quoted by the said MSEs as compared to L1 Vendor at the time of evaluation of the price bid. Supplier is required to mention whether they have any registration under SME/NSIC/SSI". Also mention whether the firm is owned by SC/ST entrepreneur (Certificate to enclosed). Participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSEs shall be allowed to supply upto 25% of total tendered value (4%

31) BRIBES AND GIFTS

TENDER CONDITIONS / INSTRUCTIONS FOR FILLING THE TENDER

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his parties, agent or servant or any one on his or their behalf to any officer, servant, representative or agent of HAL or any person on his or their behalf in relation to the obtaining or to the execution of this or any other contract with HAL shall in addition to any criminal liability which the contractor may incur, subject the contractor to the cancellation of this and all other contracts with HAL and also to payment of any loss or damage resulting from any such cancellation under clauses-8 and 10 thereof. Any question or dispute as to the commission of any offence under the present clause shall be settled by HAL in such manner and on such evidence or information as they may think fit and sufficient and their decision shall be final and conclusive

32) CONFIDENTIALITY

The Supplier shall hold confidential technical data and information supplied by the Purchaser or on behalf of the Purchaser and shall not reproduce any such technical data or information or divulge the same to any third party without the prior written consent of the Purchaser. The Purchaser shall hold confidential technical data and information supplied by the Supplier or on behalf of the Supplier and shall not reproduce any such technical data or information or divulge the same to any third party without prior written consent of the Supplier except as far as may be necessary for either party to carry out its obligations under this Contract.

33) RESPONSE/ REGRET

Please send your Regret Reply in case the subject item is not covered in your range of products or you are not willing to submit proposal. All drawings (photo and sketches), data and technical specification communicated by HAL with the tender documents should be returned immediately alongwith your letter of regret and should not be disclosed / communicated to the third party.

34) APPLICABLE LAW

This contract shall be governed by and subject to and interpreted and construed in accordance with the Laws of Republic of India, as may be in force from time to time.

35) INDEMINITY

The bidder shall at all times indemnify HAL against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of design or trade mark.

36) ASSIGNMENT TO THIRD PARTY

Bidder shall not be entitled without HAL's consent to assign or transfer to a third party all or part of the benefits or obligations of this contract.

37) ARBITRATION

All disputes or differences whatsoever arising between the parties out of or relating to the construction meaning and operating or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

38) WORK AND PAYMENT DURING ARBITRATION

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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 unless the same is subject of arbitration.

39) JURISDICTION

The court at Nasik only shall have jurisdiction to deal with and decide any legal matter whatsoever arising out of this contract.

40) SETTLEMENT OF DISPUTES AND ARBITRATION

All disputes arising out of the contract shall be settled as per Laws of India/ Rules of Arbitration of Indian Council of Arbitration/ICADR.

41) IMMUNITY TO GOVERNMENT OF INDIA

It is understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that HAL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable Laws of India and General Principles Contract Law. The vendor shall agree, acknowledge and understand that HAL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, vendor expressly waives releases and foregoes any and all actions or claims against the Government of India arising out of this contract, not to sue the Government of India in any manner, claim, and cause of action or thing whatsoever arising out of or under this agreement.

42) FALL CLAUSE

a) The price charged for the stores supplied under the contract shall be in no event exceed the lowest price at which the contractor sells the stores or offers to sell stores of identical description to any persons/organizations including the purchaser of any department of the Central Govt. or any Dept. of the State Govt. or any statutory undertaking of the Central or State Govt., as the case may be during the period till the performance of the supply order placed and during currency of the contract is completed.

b) If at any time during the said period, the contractor reduces the sales price, sells or offers to sell such stores to any person/organization including the purchaser or any department of Central Govt. or any Dept. of State Govt., or any statutory undertaking of the Central or State Govt., as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction/sale or offer to sale to the Hindustan Aeronautics Limited and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer to sale shall stand correspondingly reduced.

43) HAL conditions of contract will govern any resultant order arising out of the enquiry and bidders quotation will be subject to the said conditions. Price preference will be extended to Indian PSU's as per latest Government Guidelines.

44) APPROPRIATION

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Whenever any sum of money is recoverable from sum of money payable by the bidder, HAL shall be entitled to recover such sum by appropriating in part or whole by deducting any sum then due or which at any time thereafter may become due to the bidder in this or any other contract entered by HAL as a whole its Divisions and Branch Offices etc., held by him alone or in partnership with others. Should this sum be not sufficient to cover the full amount recoverable, the bidder shall pay to HAL on demand the remaining balance due.

45) PRICE QUOTATION IN TENDERS:

1. Price Preference -

a) Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

b) 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 purchase preference policy.

c) Special provisions for Micro and Small Enterprises owned by Scheduled Castes or Schedules Tribes: % Out of 20 percent target of annual procurement from Micro and Small Enterprises, a sub-target of 20 per cent (i.e. 4 per cent out of 20 per cent) shall be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs. Provided that, in event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 4 per cent sub-target for procurement earmarked for Micro and Small Enterprises owned by Scheduled Caste or Scheduled Tribe entrepreneurs shall be met from other Micro and Small Enterprises.

d) Micro and Small Enterprises shall be facilitated by providing them with tender sets free of cost, exempting Micro and Small Enterprises from payment of earnest money deposit.

e) Relaxation of Norms for Startups and Micro & Small Enterprises in Public Procurement on Prior Experience - Prior Turnover criteria: The Startups are normally Micro and Small Enterprises which may not have a track record. These will have technical capability to deliver the goods and services as per prescribed technical & quality specifications, and may not be able to meet the qualification criterion relating to prior experience-prior turnover. Condition of prior turnover and prior experience with respect to Micro and Small Enterprises is relaxed subject to meeting of quality and technical specifications.

46) IS/BIS Preference: Suppliers to quote material as per IS/BIS available.

47) AGENTS / AGENCY COMMISSION

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The seller confirms and declares to the buyer that the seller is the original manufacturer or authorised distributor / stockiest 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 stores referred to in this 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 official or unofficial, to the award of the contract / Purchase order to the seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The seller agrees that if it is established at any time to the satisfaction of the buyer that the present declaration is in any way incorrect or if at a latter stage it is discovered by the buyer that the seller has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of the contract / Purchase order, the seller 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 / programme with buyer for a minimum period of five years. The buyer will also have to right to consider cancellation of the contract / Purchase order either wholly or in part, without any entitlement or compensation to the seller who shall in such event be liable to refund all payments made by the buyer in terms of the contract / Purchase order alongwith 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 contract /Purchase orders concluded earlier

HAL has not appointed / authorized any person / agent to deal with the vendors in respect of the said contract. In case, if someone claims and interacts with the vendors it shall be duty of the vendors to bring such instances to the notice of HAL Management

48) HIGH SEA SALES CLAUSE:

a)Supplier needs to provide / disclose the name and address of the OEM / Foreign Supplier to HAL prior to supply. If HSS is to be executed then the goods to be Custom cleared and delivered on FOR HAL Division basis by the supplier . It means payment of all the custom duties and clearing charges will be the responsibility of supplier. Items to be delivered upto HAL Nasik store.

b) HSS is considered as a sale carried out outside the territorial jurisdiction of India. Accordingly, no sales tax is levied in respect of HSS. The customs documents (B/E) is either filed in the name of HSS buyer or such B/E has an endorsement indicating HSS buyer's name.

c) Sometime HSS buyers buy goods after their arrival, such sale are not HSS. The stamp paper on which the HSS agreement is executed must not bear the stamp paper purchase date as being post cargo arrival date.

49) Any demurrage charges paid by the clearing authority on account of delayed delivery of requisite documents or error in the documents provided by the Seller & attributes to Seller, the same will be to the account of the Seller.

50) The seller shall notify the ultimate consignee, the details of shipment within 24 hours of dispatch of items from the port of shipment in respect of Sea Cargo. One set of shipment documents including Bill of Lading, Invoice, Packing List (s), Quality Certificate(s), Warranty / Guarantee Certificate, Certificate of Country of Origin, etc. is to be sent by Air Courier to reach buyer, within seven days of Bill of Lading.

51) Order Cancellation and Breach of Contract

If a Supplier fails to deliver the goods against an order by the delivery date agreed in the order or if he fails to perform in accordance with the contract conditions, he commits breach of contract. The breach generally gives the Buyers a right to cancel the order. The time of delivery can, however, be extended by the consent of both the parties and on such terms as agreed to by them. At the time of granting of such extension of time for delivery, reservation could be made in respect of future increases in freight, custom duty, excise, sales tax, etc.

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52) Risk purchase

If the equipment / article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by the buyer or not meeting the required quality standards, the Buyer shall be at liberty, without prejudice to the right of the buyer to recover Liquidated damages / penalty as provided for in these conditions or to any other remedy for breach of contract to terminate the contract either wholly or to the extent of such defaults. Amounts advanced or part hereof corresponding to the undelivered supply shall be recoverable from the seller at the prevailing bank rate of interest.

The buyer shall also be at liberty to purchase, manufacture or supply from stock as it deems fit other articles of the same or similar description to make good such default and or in the event of the contract being terminated, the balance of the articles remaining to be delivered there under at the risk and cost of Seller. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Seller.

53) Patent Infringement

The Seller shall indemnify the Buyer for all expenses and damages resulting from patent infringement.

54) EXTENSION OF TIME

If an extension is desired by the supplier, contractor shall apply for extension of time to HAL at least 15 days prior to the date of delivery without prejudice to the rights of HAL, mentioned in Clause-14C, then HAL may grant extension of time for any cause which HAL may deem proper and the decision of HAL in this respect to be final and binding and cannot be questioned in any manner whatsoever.

55) Obsolescence: The Seller shall continue to support the equipment for a minimum period of 10 years from the date of supply by making available spare parts and assemblies of the equipment supplied. For any reason Seller wishes / decides to close / discontinue the line for manufacture of the products or procurement of certain components, sub-components, Seller undertakes to notify such a decision to Buyer by means of a prior 01 years notice (before closure of the said production line) in writing so as to enable Buyer to place buy order / a life time buy of all spares before closure of said production line. Seller will transfer tools, drawings etc to Buyer after such notice period. Seller to indicate the source from where Buyer can procure these items. The said aspect would also form an integral part of the contract.

56) In case any payment is made against delivery and it is found that the supplied item is rejected during inspection/commissioning, contractor will be required to choose any one of the following options to collect the rejected item for replacement. Refund the amount paid and collects the item for replacement. Submit a Bank Guarantee for the amount already paid and collect the item for replacement. Bring the replacement item to HAL and collect the rejected item.

57) If vendor is submitting only one bid with rates and technical details /Technical and commercial bids in open condition inside one envelop , then such offer /offers will not be considered for evaluation. If bidder submit Price bid or indicate pricing aspects in the technical bid , such bid / offer will not be considered for evaluation and will be summarily rejected.

58) Integrity Pact : APPLICABLE

59). EXIT CLAUSE

Exit criteria:

The contract/order may be terminated under the following circumstances:

i. In the event of unsatisfactory performance by the Seller during the contract period, or any of the information provided by

the Seller is found to be untrue, or Seller is found to have attempted to influence any person involved with the contract

through unethical means, the contract shall be terminated with one month's advance notice without any financial implication to Buyer. Notwithstanding the foregoing, in cases where it is found that a Seller is engaged in unethical

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ii. If there is change in Buyer requirement, contract shall be terminated with one months advance notice. The liability of Buyer in this case will be agreed mutually. In the event of termination of contract by either party the Seller shall ensure the following:

a) IPR's are transferred to Buyer to enable Buyer to proceed on the work with other Seller. Seller also will render all assistance till the other Seller fully take over the balance work.

b) Transfer title and deliver all or any part thereof of the supplies, materials, work-inprogress, finished Products,

iii. The Seller is declared bankrupt or becomes insolvent.
iv. The delivery of material is delayed due to causes of Force Majeure by more than (06 months).
v. Based on the decision of the Arbitration Tribunal.

60) Development order

In the development order where technical inputs/assistance is provided to the vendors, the Intellectual Proprietary Rights (IPR) will be retained by HAL. For these items, vendor should not directly deal with HAL's customers.

61) If any terms & conditions are not agreed by supplier, then HAL reserves the right to either reject the offer or load appropriate charges/factors to compare prices with other bidders who have accepted the terms & conditions. These charges will be loaded with rates/factors applicable at the time of tender evaluation. For any detail please refer Purchase Manual Issue 3 , 2013 or latest available on HAL website: hal-india.com. Else a copy for the same may be requested

62) Public Procurement (Preference to Make in India), Order 2017: Purchase Preference Policy is applicable for the tender in line with HAL Circular No. HAL/CD/617(PP-Make in India)/2018/837 dtd. 26.06.2018 and amendment circular dt. 06/08/2019 w.r.t. to implementation of Public Procurement (preference to make in india) order, 2017 (PPP-MII, order 2017) issued by Department of Promotion of Industry and Internal Trade (DPIIT) & with a view to support the Indian industries by way of providing Purchase Preference. Kindly refer Appendix-A(type-II) ; Additional Terms & Conditions for the same and below mentioned conditions-

(i) Purchase preference, as specific in our policy shall be given only to " Class-I local supplier" and 'Class-II local supplier' and 'Non-local supplier' will not get purchase preference in this procurement.

(ii) Supplier or service provider, whose goods, services or works offered for procurement, has local content:

- a. Equal to or more than 50% : Class-I local supplier.
- b. More than 20% but less than 50% : Class-II local supplier.
- c. Less than or equal to 20% : Non-local supplier.

(iii) 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. The ink-signed certificate shall be provided on vendor's 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.

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(iv) Indian Vendors mandatorily to indicate Minimum Local Content(MLC) against each line in % of the value quoted to be filled in the column above. In case the offers sought from only class I & II local suppliers (as indicated in Appendix-A), the offer received without indicating the percentage of local content & without self-certification will not be considered & rejected.

63. Public Procurement - Restrictions under Rule 144(xi) of the General Financial Rules(GFRs): Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India to be complied as per Annexure-1, Type-I & Type-II.

64. GeM Portal Registration : All the bidding suppliers are requested to register themselves on the Gem Portal i.e., <https://gem.gov.in/>
The email ID for any related to registration is helpdesk-gem@gov.in
Contact No. : 1800-419-3436

65. Any bidder participating in the tender should also got registered in GeM portal and should provide GeM seller ID as a part of their offer. In case, such GeM seller ID not provided as a part of their offer, supplier needs to take up with GeM Authority for onboarding on GeM portal and provided such details which will be necessary requirement for placement of order by HAL for this tender.

Special Note: If any vendor is not agreeing to any of the condition as mentioned above ,it should be indicated in the bid separately ,else it will be assumed that the vendor is agreeing to all the conditions of the tender.